TERMS AND CONDITIONS

The Unlimited Professional Counselling Support

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SECTION 1: GENERAL TERMS AND CONDITIONS FOR YOUR BENEFIT

Please note, this constitutes the agreement between you, us and any appointed service provider (the "agreement"). Please make sure that all the information you have given us is accurate. Your use of the benefit is always subject to the terms and conditions of this agreement and any amendments. It is your responsibility to read and understand them.

ACCURACY OF INFORMATION

It is very important that you give us honest and accurate information at all times. If you give us false or incorrect information, this agreement may be invalid or you may not be able to use your benefits. We rely on the accuracy and truthfulness of the information you give us.

In the event of any fraud, misrepresentation or non-disclosure of material facts, we reserve the right to cancel this agreement and you will no longer have access to this benefit.

If we or the service provider ("SP") fail to enforce any provision strictly or at all, this does not mean that we waive any of our rights, nor does it mean that we may not enforce our rights at some later date.

GENERAL DEFINITIONS (what these words mean when used in this agreement)

Subject to all the terms and conditions of this agreement:

1. **activation date** means the date on which your benefit is successfully activated by us and is the date on which your benefit is available.
2. **benefit** means the benefit below, as described under "**SECTION 2: THE BENEFIT/S**", and includes any additional benefits you buy from us in the future.
3. **service provider ("SP")** means the third party service provider appointed by us to deliver the benefits. The benefits may be subject to their operational processes. The third-party service providers may change from time to time at our sole discretion.
4. **we/us/our** means The Unlimited Group (Pty) Limited. We bring you the benefits.
5. **you/your** means you, the person entitled to use the benefit, whose name; surname; ID number and cell phone number was provided to us to enable activation of the benefit.

IMPORTANT INFORMATION ABOUT THE BENEFIT

1. The benefit is provided at no cost to you.
2. Unless we tell you otherwise, you may use the benefit from the activation date.
3. Please see **HOW TO ACTIVATE THE BENEFIT** below for details on how to access the benefit.
4. Please refer to the brochure we have provided to you for the validity period of the benefit.

   For example, if your brochure states that the benefit is valid for 3 months, this means that the benefit will automatically be cancelled 3 months from the date your benefit is activated (the activation date).

   If you have not received a separate brochure from us, please refer to the SMS communication we have sent you. Alternatively, please call 0861 990 000 for assistance.
5. We may **not** notify you once the benefit has been cancelled.
6. You can cancel the benefit at any time. Give us a call on 0861 990 000 so that we can assist you.
7. We can cancel this agreement and end access to the benefit (without giving notice to you):

   7.1 immediately, if you are dishonest or commit fraud; or

   7.2 for any other reason (or any other period that is set out in this agreement).
8. We reserve the right to amend, add or change the benefit provided, or any of the terms and conditions of this agreement, without giving notice to you of our intention to do so.
9. Any variations and/or changes will be binding on you and can be applied at any time to the existing terms and conditions.
10. You may not transfer the benefit to anyone else and the benefit can only be redeemed by you, with the details you provided to us at the time of activation of the benefit.

11. Please note that this agreement is not an insurance policy and the benefit is also non-insurance. It does not indemnify you for damages or losses sustained or suffered.
12. You can only use your benefits in South Africa.
13. We will communicate with you via email, SMS or WhatsApp by using the cell phone number and/or email address that you gave to us.
14. You agree that we can market other products and services to you **even after this agreement ends** and share market innovations with you.
15. These terms and conditions are governed by the laws of South Africa. Any disputes arising out of or in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.

HOW TO ACTIVATE THE BENEFIT

1. When you are offered this benefit, you will need to provide your name, surname, ID number, cell phone number and email address to activate the benefit.
2. You will receive either a brochure or SMS communication from us which will give you more information on this benefit and how to access it. The benefit will be activated 24 hours later. This is the activation date and when you can start using the benefit.
3. Please call us on 0861 990 000 if you have any questions.

SECTION 2: THE BENEFIT/S

IMPORTANT, PLEASE NOTE:

1. You agree to indemnify and hold The Unlimited and any service provider, including their affiliates, officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, or expenses arising from your use of the benefits, or your breach of these terms and conditions or your existing membership wording.
2. To the fullest extent permitted by law, The Unlimited and its affiliates and representatives will not be liable for any loss, damage, expense or claim arising from the benefits or services being unavailable, interrupted, delayed, or performed in a defective manner, except to the extent caused by our gross negligence or wilful misconduct. Nothing in this clause limits any rights you may have under applicable legislation, including the Consumer Protection Act.

IMPORTANT: Please refer to the brochure we have provided to you (or SMS communication we have sent to you) for details of the benefit that has been provided to you. You will NOT automatically have access to every benefit described below in this section.

PROFESSIONAL COUNSELLING SUPPORT BENEFITS

A. TRAUMA COUNSELLING SUPPORT

If you have the trauma counselling support benefit from us, the additional terms, conditions, limitations and exclusions in this section A will also apply to you.

WHAT IS THE TRAUMA COUNSELLING SUPPORT BENEFIT?

You have access to unlimited trauma counselling via telephone or online chat. Please refer to your brochure for details on how to activate and use the benefit. This benefit provides confidential and professional counselling support and guidance 24 hours a day, 365 days a year. This includes immediate assistance with qualified counsellors for personal, emotional, family and other challenges.

HOW TO ACCESS THE TRAUMA COUNSELLING SUPPORT BENEFIT

1. Please refer to your brochure for details on how to access the benefit.
2. The benefit is available 24 hours a day.

IMPORTANT, PLEASE NOTE:

1. This is not an emergency line and does not replace medical, psychiatric and psychological services.
2. Counselling is provided either telephonically or via an online chat by qualified counsellors and is intended for support, guidance, and referral purposes only.
3. Virtual/video counselling sessions are not included.
4. Where, in the counsellor's professional opinion, telephonic or online chat counselling is insufficient, you may be referred to an appropriate healthcare professional or counsellor for face-to-face consultations.
5. Any costs associated with referrals, face-to-face consultations, treatment, medication, or other services are for your own account.
6. All information shared during counselling sessions will be treated confidentially, subject to applicable laws and professional reporting obligations.

B. FINANCIAL AND LEGAL SUPPORT

If you have the financial and legal support benefit from us, the additional terms, conditions, limitations and exclusions in this section B will also apply to you.

WHAT IS THE FINANCIAL AND LEGAL SUPPORT BENEFIT?

You have access to financial and legal advice during business hours via telephone or online chat.

1. **Financial coaching**: access to confidential financial coaching, providing practical guidance and support on a range of personal financial matters. Financial coaches are available to assist you with understanding and managing your financial wellbeing.

2. **Legal advisory support**: access to confidential legal advisory support, providing general legal information, guidance and direction on personal legal matters. It does not include legal representation, litigation, court appearances or the provision of legal services on your behalf.

HOW TO ACCESS FINANCIAL AND LEGAL SUPPORT BENEFIT

1. Please refer to your brochure for details on how to access the benefit.
2. The benefit is available from 8:30am - 5:00pm, Monday to Friday.

IMPORTANT, PLEASE NOTE:

1. If you require telephonic financial or legal advice, please ensure that you have all relevant documents regarding your query on hand and in order before accessing the benefit.
2. The third-party service provider reserves the right to amend, suspend, or withdraw the service in accordance with applicable contractual and regulatory requirements.

SECTION 3: POPI

HOW WE USE YOUR PERSONAL INFORMATION

We are bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI Act") regarding the processing of your personal information. We may use any necessary legal means to check and validate the information you provide to us.

This section of the Statutory Notice of Disclosures is intended to summarise key privacy disclosures. We handle the personal information you provide to us in accordance with this section, read with the Privacy Policy available at www.theunlimited.co.za

1. You hereby warrant and agree that we, including our authorised agents, partners and service provider/contractors may:

   1.1 collect information:

   (a) from you directly; from your use of our products and services; from your engagements and interactions with us; from public sources, shared databases and from third parties.

   (b) that you provide to us and store it in a shared database, verify it against legally recognised sources and use it, for example, for any decision concerning the continuance of your agreement/policy or the meeting of any claim you submit. Such information may be given to any insurer or its authorised agents, partners and service provider/contractors.

   (c) including (amongst others), information about your criminal or credit history, insurance history, marital status, national origin, age, sex, sex life, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifiers, social media profile, health, disability, pregnancy, biometric information (like fingerprints, your signature or voice), race or ethnic origin, trade union membership, political persuasion, financial history, criminal history and your name.

   (d) that you warrant you are authorised to provide to us in respect of personal information of third parties. In doing so you indemnify us, including our authorised agents, partners and service provider/contractors, against any and all losses by or claims made against them and us as a result of you not having the required authorisation.

   1.2 process your information for the following reasons (amongst others):

   (a) to underwrite policies, assess risks fairly, perform under your insurance agreement including the assessment of claims and enforce our contractual rights and obligations.

   Note: This includes the collection and use of personal information provided to us, such as sensitive health information, including that of minor children, as permitted under section 32(1) of the POPI Act. In addition, such information may be shared internally with our departments (who need this information) and externally with third parties to comply with insurance obligations or legal requirements or in the exercise of our rights. Please contact us should you have any objections.

   (b) where relevant, to instruct the insurer, the UMA, and any appointed medical provider/service provider (including emergency or hospital providers, and medical professionals or staff engaged by an insured person, the insurer or UMA), to ensure that an insured person receives appropriate and necessary medical services. This includes sharing necessary personal and health information about you and your dependants where required to support risk assessment, claims processing, performance of your insurance agreement or to enforce contractual rights.

   (c) to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.

   (d) to submit payment instructions (like a debit order) to and receive payment performance feedback from our appointed sponsor bank(s) for the purposes of facilitating and managing your payment obligations under this agreement. This includes sharing your name, identification number, and bank account details with such bank(s) to enable payment collection and receiving data from them such as payment success or failure, reasons for failed payments and debit order mandate status (e.g. whether the mandate has been authenticated).

   (e) to do affordability assessments, credit assessments and credit scoring including requesting and using limited credit information, such as income payment timing and payment behaviour, from credit bureaus or authorised third parties. By accepting our terms, you provide the necessary consent as required under the National Credit Act, 2005.

   (f) to manage and maintain your agreement/policy or relationship with us.

   (g) to disclose and obtain information about you from credit bureaus regarding your credit history.

   (h) to enable you to participate in the debt review process under the National Credit Act 34 of 2005.

(i) for security, identity verification and to check the accuracy of your information.

(j) where required, we may transfer your personal information outside of South Africa in compliance with the law.

(k) for customer satisfaction surveys, promotional and other competitions.

(l) using automated means (without human intervention in the decision-making process) to make decisions about you or your application for any product or service. You may query the decision made about you.

(m) to conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services; and to market to you or provide you with products, goods and services. If you purchase products or services from us, we can market other similar products and services to you even after this agreement ends and share market innovations with you.

(n) Payment of the premium also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.

1.3 share your information with the below persons (amongst others) who are bound to keep it secure and confidential:

■ Attorneys, tracing agents, & debt collectors when enforcing agreements	■ Debt counsellors & payment distribution agents during any debt review process.
■ Payment processing service providers, merchants, banks to process payment instructions	■ Insurers and other financial institutions when providing insurance or assurance.
■ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you	■ Regulatory authorities, ombudsman, governments, local and international tax authorities & credit bureaus when we must share it with them.
■ Where relevant, medical professionals, healthcare institutions or facilities involved in providing necessary medical services to you or your dependants.	

2. The Unlimited automatically updates and keeps your information accurate

We may submit your information to, and receive information about you from, credit institutions (such as a credit bureau and our sponsor bank) to update, process and monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business. We may also do this to ensure the quality and accuracy of your identity and contact information to ensure we can make positive contact with you; and to determine your status as a home loan holder, vehicle owner or credit card holder to offer suitable goods and services to you that are affordable and that you may be interested in.

3. Your rights:

You have data protection rights which are described in detail on www.theunlimited.co.za. To request access to your information, contact us at the contact details provided above.

We may contact you to offer you our similar products and services, using the contact details you have provided. You may opt out of receiving such marketing communications at any time by emailing dataprivacy@theunlimited.co.za or calling 0861 990 000.