

# ALL YOUR PRODUCT BENEFITS UNPACKED.



Unlimit Your Life.

## THE UNLIMITED

Insurance | Lifestyle | Rewards

## THE UNLIMITED MEMBERSHIP

### GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

**PLEASE NOTE:** This constitutes the agreement between you and us (the "membership"). Please make sure that all the information you have given us is accurate.

#### 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 benefit. 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 or reject any benefit claim.

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 thereto, nor does it mean that we may not enforce it thereafter.

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

Subject to all the terms and conditions of this membership:

1. **benefit** means the telephonic legal advice line (see **YOUR BENEFIT IN DETAIL** below).
2. **child/ren** means your biological children, stepchildren, adopted children and children who are related to you by blood or a legally recognised relationship. The child/ren must be under the age of 21 to access the benefit and totally financially dependent on you. This means that from the date you add a child to this membership and throughout the lifetime of this membership, you (the main member) are totally responsible for the livelihood of your child/ren and pay for their food, water, medicine, shelter and clothing.
3. **due date** means the date you have agreed with us for the debit order collection of your payment every month.
4. **payment** means the total amount you pay each month for all your membership costs and chosen benefit. The payment entitles you to membership of The Unlimited.
5. **service provider ("SP")** means CIMS South Africa (Pty) Ltd, a registered financial services provider (FSP 9859.), the company that is responsible for the provision of the benefit.
6. **spouse/partner** means a named person to whom you are married by civil law, tribal custom or in terms of any religion, this includes your life partner. Your spouse or life partner must normally live with you in South Africa and you must be interdependent on each other. When we use the word "partner", we refer to your spouse (as described above) or your life partner, whomever is named on your membership.
7. **start date** means the date on which your first payment is successfully received by us and is the date on which your benefit is available.
8. **we/us/our** means The Unlimited Group (Pty) Limited. We bring you the membership.
9. **you/your** means the main member, whose membership has commenced and is continuing, and includes your spouse and child/ren (as defined).

#### WHO IS PARTY TO THIS MEMBERSHIP?

You (as defined)

and

us, The Unlimited

and

the service provider.

## THE PAYMENT

1. Payment must be made by debit order, unless otherwise agreed by us in writing. If you reject the request from your bank to authenticate your debit order mandate, your membership and chosen benefit will not start and there will be no agreement between you and us.
2. In return for the payment, we negotiate rates and terms with service providers on your behalf and arrange benefits for you. Receipt of your payment every month also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
3. The payment includes any additional amounts you pay us for additional benefits you buy.
4. **We may change the amount you pay in respect of the payment. For example, if you buy additional benefits from us, or annually if we do a price increase, but we will always give you 31 days' notice of our intention to do so.**
5. Your debit order will be presented to your bank on the due date. Please contact us if you want to change the due (collection) date we have agreed with you.
6. We may debit your payment on a different date from the day agreed if there is a better chance of collecting your payment and keeping your benefit active. **IMPORTANT:** your payment will be collected on a different date, due to a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.
7. It is your responsibility to pay your total payment on the due date. During any month that we can't successfully deduct the payment from your bank account (for example, if you don't have funds) **you will not be entitled to your benefit. We will not double debit missed payments the following month.**
8. If we are unable to collect your payment on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection. This allows you to keep your membership active, but it remains your obligation to see that all payments are made.
9. To allow us to restore your benefit, you agree that if we cannot collect the payment from your bank account in any given month, we can, at our discretion, try and collect from your account a further 3 times by debit order. If we successfully debit your bank account again, the date of that collection will be the new start date. Any bank charges incurred because of failed collections will be for your own account.
10. If we cannot collect the payment from your bank account in any given month, you may make a manual payment to us to restore your benefit. Please note that your benefit will only be restored once we have successfully received your manual payment. It may take a further 24 hours to reactivate your benefit. Thereafter, your payment will continue to be collected on the same due date we agreed with you when you signed up for this membership.
11. If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we may resubmit the debit order mandate for collection in the month following the dispute/s.

## IMPORTANT INFORMATION ABOUT YOUR MEMBERSHIP

1. You agree and want to be a party to this membership.
2. This membership is month-to-month, the payment is due in advance and the total amount payable is inclusive of VAT. The membership will renew on the same terms each month we successfully collect the payment, unless amended.
3. You can only use your benefit available in South Africa and for events occurring in South Africa.
4. You must be under the age of 65 to enter into this membership.
5. We will communicate with you via SMS, WhatsApp, email or letter. This is also how we will notify you of any payment increases or changes to your membership. If you have a preference for how we communicate with you,

please tell us. **If any of your contact details change, please tell us immediately.** We shall not be liable for any failure to deliver any notice to you where we have complied with this clause.

6. You can cancel the membership at any time. Give us a call so we can assist you. There is a cooling-off period of 5 business days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) in which you can cancel and receive a refund, **BUT ONLY IF YOU HAVE NOT USED** the benefit.
7. We can cancel this membership, including the benefit:
  - 7.1. immediately, if you are dishonest or commit fraud; or
  - 7.2. immediately, if we do not receive the payment from you each month; or
  - 7.3. on 31 days' notice, in writing, for any other reason (or any other period we agree or that is set out in this membership).
8. Should this membership end for any reason, any benefit that applies to your spouse and children will also end.
9. We reserve the right to amend, add or change the benefit provided, including the payment, the benefit waiting periods or any of the terms and conditions of this membership, by giving 31 days' written notice to you of our intention to do so.
10. Any variations and or changes will be binding on you and can be applied at any time to the existing terms and conditions after 31 days' notice of these changes has been sent to you.
11. You may not transfer your membership to anyone else.
12. **Please note that this membership is not an insurance policy.** It does not indemnify you for damages or losses sustained or suffered, our obligations are limited to the provision of the benefit.

### WHAT BENEFIT DO YOU GET AND WHEN CAN YOU USE IT?

1. For your payment every month, you get the following benefit:
  - 1.1. Telephonic legal advice benefit.
  - 1.2. You may add your spouse to your membership (as defined) and up to a maximum of 5 children (as defined).
2. **Benefit waiting period:** unless we tell you otherwise, as soon as we have successfully collected your first payment from you, you can start using the benefit.
3. Your use of the benefit is subject to the terms and conditions of this agreement and any amendments (if any). It is your responsibility to read and understand them.
4. The benefit can only be used by you, your spouse and/or your child/ren, whomever is named on your membership.
5. You must provide us with the name, surname and dates of birth of your spouse and each of your children (as defined), or they will not have access to the benefit. If any amendments are required, or you would like to understand who can have access to the benefit, please contact us for assistance.

### YOUR BENEFIT IN DETAIL

#### TELEPHONIC LEGAL ADVICE BENEFIT

#### WHAT IS THE TELEPHONIC LEGAL ADVICE BENEFIT?

1. The telephonic legal advice benefit is a telephonic legal assistance helpline manned by qualified attorneys. Attorneys will assist you with your legal rights and how to enforce them – including on the following matters: matrimonial; property; constitutional issues; consumer matters; criminal matters including bail assistance; furnishing of standard wills; assistance and documentation with 'self-help services' e.g. small claims court, unopposed divorces etc.
2. You will be provided with pro forma documents where applicable. Examples of these documents include, but are not limited to:
  - Acknowledgement of Debt
  - Agreement of sale of motor vehicle
  - Domestic worker contract
  - Joint last will and testament
  - Last will and testament

- Lease agreement
- Residential tenant checklist
- Power of Attorney
- Purchase of immovable property

## HOW TO ACCESS THE TELEPHONIC LEGAL ADVICE BENEFIT

1. The telephonic legal assistance helpline is available from 08:30 - 15:30, Monday to Friday.
2. The telephonic legal assistance helpline can be accessed on the following number **0861 990 000**.
3. Always ensure that you have all relevant documents regarding your legal query on hand and in order before accessing the benefit.
4. **PLEASE NOTE:**
  - 4.1. You must ensure that all information provided to the legal advisor is correct, complete and up to date. In the event of your failure to provide correct, complete and/or up to date information, you may receive incorrect legal advice.
  - 4.2. Whilst the SP will endeavour to provide accurate advice, the SP and we shall not be liable for any damages or consequential damages that may arise out of or in connection with any advice given or work done (or not given or done) by the SP, their representatives and their agents, notwithstanding any mistake, error of judgement or negligence.
  - 4.3. We shall not be a party to, or otherwise become involved in, any dispute between you and the SP, including with respect to the provision of the benefit.

## WHEN WE WILL NOT PROVIDE YOU WITH TELEPHONIC LEGAL ASSISTANCE

Legal assistance will not be provided on matters relating to you carrying on a business, any venture for gain or transaction or undertaking where there is a profit motive.

## HOW WE USE YOUR PERSONAL INFORMATION

Please read this section carefully as it contains important information about the personal details that you have given to us (please see the definition of Personal Information in the Protection of Personal Information Act, 2013). Please make sure that you provide this information to any other party related to this agreement as it contains information about the protection of your and their personal information. Information about the parties to this agreement or persons whose interests are protected by this agreement may be processed for the various legal reasons outlined below.

This section of the agreement 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](http://www.theunlimited.co.za).

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

1. **We will collect information:**
  - 1.1. 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.
  - 1.2. 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 provision of the benefit/s. Such information may be given to any authorised agents, partners and service provider/contractors.
  - 1.3. including (amongst others), information about your credit history, age, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifiers, social media profile and your name.
  - 1.4. that you warrant that 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.

2. **We will process your information for the following reasons (amongst others):**

- 2.1. for the performance of this agreement and the enforcement of our contractual rights and obligations:

Note: Any personal information provided to us will be collected and used to allow us to fulfil our obligations to you in terms of this agreement. In addition, the Personal Information may be shared internally or externally with our departments (who strictly need this information) and other related third parties to comply with legal requirements. Please contact us should you have any objections.

- 2.2. to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- 2.3. to do affordability assessments, credit assessments and credit scoring.
- 2.4. to manage and maintain the agreement or relationship with us.
- 2.5. to disclose and obtain information about you from credit bureaus regarding your credit history.
- 2.6. for security, identity verification and to check the accuracy of your information.
- 2.7. where required, we may transfer your personal information outside of South Africa in compliance with the law.
- 2.8. for customer satisfaction surveys, promotional and other competitions.
- 2.9. 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.
- 2.10. 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 use 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.
- 2.11. you hereby consent to us contacting you to notify you of further product offerings.

3. **We may share your information with the below persons (amongst others) who are bound to keep it secure and confidential:**

■ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you

■ Governments, local and international tax authorities & credit bureaus when we must share it with them.

4. **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 credit bureaus) 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 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.

5. **Your rights:**

You have data protection rights which are described in detail on [www.theunlimited.co.za](http://www.theunlimited.co.za). To request access to your information, contact us at the contact details provided below.

## WE WOULD LOVE TO HEAR FROM YOU

If you have any questions, or need assistance with the benefit, you can get in touch with us in the following ways:



on our website [www.theunlimited.co.za](http://www.theunlimited.co.za); or



call us on **0861 990 000**