

ALL YOUR PRODUCT BENEFITS UNPACKED.

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Unlimit Your Life.

THE UNLIMITED

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THE UNLIMITED MEMBERSHIP

GENERAL TERMS AND CONDITIONS FOR THE MEMBERSHIP

PLEASE NOTE: This constitutes the agreement between you, us and any named service provider (the "membership"). You agree and want to be a party to this membership. Please make sure that all the information you have given us is accurate and that the benefits are the same as they were explained to you.

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 reject any benefit claim, or to cancel this agreement and you will no longer have access to your benefits.

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 any one of the benefits listed below under the section named **"YOUR BENEFITS IN DETAIL"**.
2. **due date** means the date you have agreed with us for the debit order collection of your payment every month.
3. **motor vehicle** means the vehicle details you gave us when you bought this membership. The motor vehicle must be a private motor car or light delivery vehicle with a gross vehicle mass of no more than 3 500 kg.
4. **payment** means the total amount you pay us each month for this membership.
5. **service provider ("SP")** means the service provider named beneath each benefit which is responsible for the provision of the benefits (see the **"THE BENEFITS IN DETAIL"** section below).
6. **start date** means the date on which your first payment is successfully received by us and is the date on which your benefits are available (subject to any waiting periods).
7. **waiting period** means the period specified in this membership (see **"WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?"**) during which we need to successfully collect a specified minimum number of payments from you before you can use your benefits.
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.

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 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. **We may change the amount you pay. 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.**
4. 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.

5. 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 benefits 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.
6. 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 benefits. We will not double debit missed payments the following month.**
7. 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.
8. To allow us to restore your benefits, 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.
9. 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 benefits. Please note that your benefits 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.
10. 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. 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.
2. You can only use your benefits in South Africa, and for events occurring in South Africa.
3. You must be under the age of 65 to enter into this membership.
4. 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.
5. 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 benefits.
6. We can cancel this membership, including the benefit:
 - 6.1. immediately, if you are dishonest or commit fraud; or
 - 6.2. immediately, if we do not receive the payment from you each month; or
 - 6.3. on 31 days' notice, in writing, for any other reason (or any other period we agree or that is set out in this membership).
7. We reserve the right to amend, add or change the benefits 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.
8. 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.
9. You may not transfer your membership to anyone else, use the benefits for any other motor vehicle and your benefits may only be redeemed by you, with the details you gave us at the time of taking this membership.
 10. **If you want to change your specific motor vehicle (for example, if you sell your motor vehicle and buy a new one), you will need to call us on 0861 990 000 to update your motor vehicle details and the waiting period will re-apply.**
 11. **Please note: 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 benefits.

WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?

1. For your payment every month, you get the following benefits:
 - 1.1. Roadside assistance
 - 1.2. Travel discounts, 1 discount voucher per day, per booking transaction
2. **Waiting periods:** each benefit will have the following waiting periods, starting from the start date:
 - 2.1. **Roadside assistance benefit:** you may only use this benefit once we have successfully collected two consecutive payments from you. **Please note:** If you miss a payment, this waiting period will start over again when we collect your next payment.
 - 2.2. **Travel discounts benefit:** as soon as we have successfully collected your first payment from you, you can start using this benefit.
3. Your use of the benefits 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 benefits can only be used/redeemed by you and apply only to you, with the details you provided to us at the time of taking the membership (including your motor vehicle details).

MEMBERSHIP EXCLUSIONS

1. Motor vehicles used for any of the following purposes are excluded:
 - 1.1. Racing, rallies, taxis, hiring, carrying of explosives or trade goods for business purposes, driving instruction for reward; and
 - 1.2. if your motor vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair.
2. Motorcycles, four wheeled bikes, scooters, caravans or motor homes, trailers and boats; and exotic cars are specifically excluded.

THE BENEFITS IN DETAIL

i. ROADSIDE ASSISTANCE BENEFIT

1. **The service provider which is responsible for the provision of the roadside assistance benefit:**
 - 1.1 SA Vehicle Maintenance (Pty) Ltd (Company Registration No 2000/009578/07).
2. **Important information about the roadside assistance benefit:**
 - 2.2. The tow-in and storage services are only available if your motor vehicle breaks down due to a mechanical or electrical failure and not because of a motor vehicle accident.
3. **What is the roadside assistance benefit?**

We will provide you with roadside assistance up to the service limits listed in the **benefit service table** below. In the event of a mechanical or electrical failure on your motor vehicle and you need roadside assistance, simply call us on **0861 990 000**.

Benefit service table	
	Services/limit per incident
Flat tyre	If one of your motor vehicle tyres is flat, the service provider will assist you in changing the flat tyre. If you do not have a spare tyre, or the required equipment, any additional services will be for your own account. This service is limited to two incidents per year.
Key lock-out service	If the keys to your motor vehicle are locked inside the motor vehicle, the service provider will call in a locksmith to get them out. The service provider will pay for the call-out fee and one hour's labour. If the problem cannot be resolved, any additional services will be for your own account. This service is limited to 1 call-out per year (any calls over and above the limit are for your own account).
Run out of fuel	If your motor vehicle runs out of fuel, leaving you stranded next to the road, the service provider will supply you with up to five litres of fuel so that you can continue your journey. This service is limited to two incidents per year.
Tow-in	In the event of a mechanical breakdown or electrical failure of your motor vehicle, the service provider will arrange for the towing of the vehicle to the nearest approved repairer. Please note that the service provider will not provide towing services in the event of your motor vehicle being involved in an accident.
Jump-start	When you have a flat battery, the service provider will jump-start your motor vehicle. This service is limited to 2 call-outs per year (any calls over and above the limit are for your own account).
Motor vehicle storage	After hours when the tow-in service has been used and an approved repairer is closed, the service provider will arrange storage at an approved supplier for a maximum of 72 hours.

ii. TRAVEL DISCOUNTS BENEFIT

1. **The service provider which is responsible for the provision of the travel discounts benefit:**
 - 1.1. GoRhino (Pty) Ltd (Company Registration No 2010/010635/07).
2. **What is the travel discounts benefit?**
 - 2.1. Enjoy discounts on car hire, flights (domestic and international), accommodation and bus travel across our SP'S comprehensive network of participating travel discount partners ("partners"). You will receive up to 20% off, or a straight Rand value of up to R1 000 off depending on the travel discount partner you choose.
 - 2.2. The travel discounts benefit can be used daily, 365 days a year, however, only one discount voucher may be used per day, per booking transaction.
 - 2.3. The travel discounts are only valid at participating partners which have elected to offer the discount under this travel discounts benefit, provided that the participating agreement of the partner is unchanged.
 - 2.4. For a comprehensive list of the partners and their specific discounts, availability of discount offers, terms, booking procedures, limitations and any related exclusions, please visit www.theunlimited-lifestyle.co.za.
3. **How to redeem the travel discounts benefit**
 - 3.1. **Step 1:** Browse www.theunlimited-lifestyle.co.za and choose a travel discount partner. Discounts are only redeemable at the

- partners listed on our website.
- 3.2. **Step 2:** Either fill in the online voucher request form on your chosen partner page on our website, or WhatsApp us on 0717383238, or call 010 143 7557 (during operational hours).
 - 3.3. **Step 3:** You will receive a discount voucher for your chosen partner via email, WhatsApp or SMS to the cell phone number you gave us when you bought this membership. Follow the instructions on the voucher to redeem your discount. Your discount voucher must be entered/provided when you make payment directly to your chosen partner.
 - 3.4. For services requiring a booking, please make your booking 24-48 hours in advance.
 - 3.5. Partners reserve the right to decline bookings or redemption of discount vouchers due to availability constraints.
4. **Specific terms and conditions for the travel discounts benefit**
- 4.1. The travel discounts benefit only applies at participating partners.
 - 4.2. The specifics of the discount and when the discount applies may differ between partners. Please check the individual partner pages on www.theunlimited-lifestyle.co.za for their latest discount offer, availability of the discount offer, the specific conditions of use and booking procedures, as well as any updates to the individual partner terms.
 - 4.3. The travel discounts benefit may not apply if the partner's terms or booking procedures are not adhered to.
 - 4.4. The travel discount will either be in the form of a percentage (up to 20% off) or a straight Rand value (up to R1 000 off).
 - 4.5. Please note that partners reserve the right to alter these terms based on their operational needs.
 - 4.6. While the SP strives to keep the website updated with current information about the partners and their terms of participation and availability, there may be instances where partners choose to opt-out or modify their terms. The SP and we take no responsibility for any such withdrawals by partners or any such changes in their terms and conditions or availability. The SP reserves the right to remove or add partners as they see fit.
 - 4.7. Discount vouchers cannot be combined with other promotions or specials.
 - 4.8. You may only use one discount voucher per booking transaction.
 - 4.9. Failure to present your discount voucher will result in the discount not being applied. Please note, the SP and we cannot be held responsible for correspondence sent to you which is lost or delayed in the mail.
 - 4.10. Providers reserve the right to request positive identification and to verify your identity.
 - 4.11. The SP and we take no responsibility for bad experiences, loss or injuries at any of the partners.

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

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

- 1. 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. 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), 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. 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
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- 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.

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 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; or



call us on **0861 990 000**