TERMS AND CONDITIONS

The Unlimited Roadside Assistance Membership

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THE UNLIMITED MEMBERSHIP

A. GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

PLEASE NOTE: This constitutes the agreement between you and us (the "membership"). Your use of the benefits is always subject to the terms and conditions of this membership. It is your responsibility to read and understand them. Please make sure 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, your membership may be invalid or you may not be able to use your benefits in full or in part. 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 your membership or reject any benefit claim.

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

Subject to all the terms and conditions of this membership:

1. **due date** means the date you have agreed with us for the debit order collection of your payment every month.
2. **payment** means the total amount you pay each month for all your membership costs and chosen benefits. The payment entitles you to membership of The Unlimited.
3. **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 waiting periods).
4. **vehicle** means the motor 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.
5. **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.
6. **we**/**us**/**our** means The Unlimited Group (Pty) Limited. We bring you the benefits.
7. **you**/**your** means the main member.

THE PAYMENT

1. In return for the payment, we negotiate rates and terms with service providers for your benefits. 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.
2. Payment must be made by debit order, unless otherwise agreed by us in writing. If you do not accept, alternatively if you ignore the request from your bank to DebiCheck authenticate your debit order mandate, we may choose not to start your membership. In that event there will be no agreement between you and us. If we decide not to start your membership, we will notify you.
3. Please contact us if you want to change the debit order collection date (the "due date") we have agreed with you.
4. The payment includes any additional amounts you pay us for additional benefits you buy.
5. **We may change the amount you pay in respect of the payment. For example, if we do a price increase, but we will always give you 31 days' notice of our intention to do so.**
6. If there is a better chance of collecting your payment and keeping your benefits active, we may debit your payment on a different date from the date you give us. **Important:** your payment will be collected on a different date due to a public holiday or weekend, or if we track your account, 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.
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.

9. 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 from the date of the failed payment. We will not double debit missed (arrear) payments the following month.**

10. To allow us to restore your benefits, you agree that we may, at our discretion, try and collect further monthly payments from your account after your benefits have been suspended for non-payment, in accordance with the law, including rules prescribed by the Payments Association of South Africa.

    10.1 If the payment is successfully received after your benefits are restored, the date of that collection will be the new due date, and your benefits will be restored from the date of successful receipt of that payment.

    10.2 If the payment is **NOT** successfully received after your benefits are suspended, and any further attempts to collect the payment from your account fail, we reserve the right to cancel your membership immediately. We will notify you when your membership is cancelled.

11. If you suspend the DebiCheck authentication of your debit order mandate after the start date of this membership, this will not automatically result in the cancellation of your membership and we will still be entitled to present the debit order for collection.

12. Any bank charges incurred because of failed collections will be for your own account.

13. 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 for that month. 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 benefits.

14. 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 is a monthly-paid membership. The payment is due in advance and the total amount payable for the benefits is inclusive of VAT. The membership will continue on the same terms each month we successfully collect the payment from you.

2. You can only use your benefits available in South Africa, and for events occurring in South Africa.

3. You may not transfer your membership to anyone, and your benefits may not be redeemed by anyone else. The benefits may only be redeemed by you. They apply only to you and the specific vehicle details you provided to us when you took out the membership.

4. 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.

5. **If you want to change your specific vehicle (for example, if you sell your vehicle and buy a new one), you will need to call us on 0861 990 000 to update your vehicle details and the waiting periods will re-apply.**

6. You will be limited to one specified vehicle change in a two-year period. The two-year period will be calculated from the first successful collection of your payment and for a consecutive period of 24 months and thereafter each 24-month period.

7. 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.

8. 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** any of the benefits. Cancellation of your membership will include cancellation of ALL your benefits.

9. We can cancel this membership, including all the benefits you have:

    9.1 immediately if you are dishonest or commit fraud; or

    9.2 immediately if we do not receive the payment from you each month; or

    9.3 on 31 days' written notice to you for any other reason (or any other period we agree or that is set out in this membership).

10. **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 benefits.

11. 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.

B. MEMBERSHIP BENEFITS ("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 benefit; and
   1.2. travel discounts benefit.
2. **Waiting periods:** each benefit will have the following waiting periods, starting from the start date:
   2.1 **Roadside assistance benefits:** you may only use these benefits 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 benefits:** as soon as we have successfully collected your first payment from you, you can start using these benefits.

WHO ARE THE SERVICE PROVIDERS FOR THE BENEFITS?

Although we have provided, and are responsible for access to the benefits, we have appointed third-party service providers to deliver the benefits on our behalf. The third-party service providers may change from time to time at our sole discretion.

MEMBERSHIP EXCLUSIONS

1. 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 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.

YOUR BENEFITS IN DETAIL

A. ROADSIDE ASSISTANCE BENEFIT

1. Important information about the roadside assistance benefit

   The roadside assistance benefit is only available if your vehicle breaks down due to a mechanical or electrical failure and not because of a vehicle accident.
2. 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 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 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 lockout service	If the keys to your vehicle are locked inside the vehicle, the service provider will call in a locksmith to get them out. The service provider will pay for the callout 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 callout per year (any callouts over and above the limit is for your own account).
Run out of fuel	If your 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 vehicle, the service provider will arrange for the towing of the covered vehicle to the nearest approved repairer. Please note that the service provider will not provide towing services in the event of your vehicle being involved in an accident.
Jump-start	When you have a flat battery, the service provider will jump-start your vehicle. This service is limited to 2 callouts per year (any calls over and above the limit are for your own account).
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.

B. TRAVEL DISCOUNTS BENEFIT

1. What is the travel discounts benefit?

   1.1. 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.

   1.2. 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.

   1.3. 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.

   1.4. 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.

2. How to redeem the travel discounts benefit

   2.1 **Step 1:** Browse www.theunlimited-lifestyle.co.za and choose a provider of your choice. Discounts are only redeemable at providers listed on our website and during the operating hours of the participating outlets.

   2.2 **Step 2:** Call 010 143 7557 (8am - 6pm, Monday to Friday) to redeem your discount, or follow the redemption steps on the provider's page.

   2.3 **Step 3:** You will receive a voucher via email or SMS to the cell phone number you gave us when you signed up for this membership, follow the instructions on the voucher to redeem your discount. Your voucher must be presented upon arrival at the provider.

2.4 **For services requiring a booking, please make your booking 24-48 hours in advance.**

2.5 **Providers reserve the right to decline bookings or redemption of discounts due to availability constraints.**

3. Specific terms and conditions for the travel discounts benefit

3.1 The travel discounts benefit only applies at participating discount providers.

3.2 The specifics of the discount and when the discount applies may differ between providers. Please check the individual provider 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 provider terms.

3.3 The travel discounts benefit may not apply if the provider's terms or booking procedures are not adhered to.

3.4 Please note that providers reserve the right to alter these terms based on their operational needs.

3.5 While the service provider strives to keep the website updated with current information about the providers and their terms of participation and availability, there may be instances where providers choose to opt-out or modify their terms. The service provider and we take no responsibility for any such withdrawals by provider or any such changes in their terms and conditions or availability. The service provider reserves the right to remove or add providers as they see fit.

3.6 Discount vouchers cannot be combined with other promotions or specials.

3.7 Failure to present your voucher will result in the discount not being applied. Please note, the service provider and we cannot be held responsible for correspondence sent to you which is lost or delayed in the mail.

3.8 Providers reserve the right to request positive identification and verify your identity.

3.9 The service provider and we take no responsibility for bad experiences, loss or injuries at any of the providers.

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"), as well as Section 51 of the Electronic Communications and Transactions Act, 2002 ("ECT 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.

Unlimit Your Life.

Call us on
0861 990 000
Emergencies | Customer Care | Claims

THE UNLIMITED
Insurance | Lifestyle | Rewards

The Unlimited is an authorised financial services provider [21473]
Founder of The Unlimited Child