

Unlimit Your Life.

THE UNLIMITED

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A. GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

PLEASE NOTE: This constitutes the agreement between you and us (the "membership"). Please go through this and make sure that all the information you provided is accurate and that the benefits are the same as they were explained to you.

In the event of any fraud, mis-representation or non-disclosure of material facts, we reserve the right to cancel your membership or reject any benefit claim.

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.

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

Subject to all the terms and conditions of this membership:

- due date means the date you have agreed with us for the debit order collection of your payment every month.
- motor vehicle/car means the vehicle details you have given us to register on your membership and that meets the criteria for use of the benefits, and is not specifically excluded according to the description provided in this membership.
- 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.
- service provider ("SP") means the named service provider/s which are responsible for the provision of the benefits (see the MEMBERSHIP BENEFITS section below).
- start date means the date on which your first payment is successfully received by us and is the date on which all your benefits are available (subject to waiting periods).
- 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.
- we/us/our means The Unlimited Group (Pty) Limited. We bring you the benefits.
- you/your means the main member.

WHO IS PARTY TO THIS MEMBERSHIP?

You (as defined)

and

Us, The Unlimited

and

Any named service provider.

THE PAYMENT

- 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 benefits 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.

- offerings as well as preferential pricing it you buy additional benefits from u
 The payment includes any additional amounts you pay us for additional benefits you buy.
- 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.
- 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 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.
- 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. 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 any of your benefits. We will not double debit missed payments the following month.
- 9. 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.
- 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 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 benefits. 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.

to you where we have complied with this clause.

- 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.
- You can only use your benefits available in South Africa and for events occurring in South Africa.
- 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
- 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** any of the benefits. Cancellation of your membership will include cancellation of ALL your benefits.

- 6. We can cancel this membership, including all the benefits you have:
 - 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).
- 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.
- you of our intention to do so.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.
- You may not transfer your membership to anyone, use the benefits for any other motor vehicle and your benefits may not be redeemed by anyone else.
- 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. You will be limited to one specified motor 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.
- 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.

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. maintenance and restoration benefit; and
 - 1.2. motor discounts, 1 voucher per transaction.
- Waiting periods: each benefit will have the following waiting periods, starting from the start date:
 - 2.1. Maintenance and restoration benefit: you may only use this 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.
 - Motor discounts benefits: as soon as we have successfully collected your first payment from you, you can start using this benefit.
- 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.
- The benefits can only be redeemed by you and apply only to you and the specific motor vehicle, with the details you provided to us at time of taking the membership.
- Your motor vehicle must be a private motor car or light delivery vehicle with a gross vehicle mass of no more than 3 500 kg.

MEMBERSHIP EXCLUSIONS

- 1. Motor vehicles used for any of the following purposes are excluded:
 - 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.
- We will not be liable for any repairs or work done of whatsoever nature and howsoever arising in excess of R2 000. Any repairs or work done in excess of R2 000, but under R7 500 will be for you to pay.

YOUR BENEFITS IN DETAIL

MAINTENANCE AND RESTORATION BENEFIT

- The service provider which is responsible for the provision of the maintenance and restoration benefit:
 - SA Vehicle Maintenance (Pty) Ltd (Company Registration No 2000/009578/07).

Important information about the maintenance and restoration benefit:

- You have the benefit of maintenance and restoration 2.1. services worth up to a maximum of R2 000 (two thousand Rand) including VAT, every 90 (ninety) days, calculated from when we receive your first successful payment (the start date). This amount is for maintenance and restoration services to the motor vehicle which registration number and details you have provided to us. If you do not use the maximum value of R2 000 in the 90-day period, this amount or the balance, is not carried over to the next 90-day period. The maximum amount for the next 90 days will start again at R2 000. Please note that certain maintenance and restoration services are excluded. You can see the exclusions below. As examples: mechanical issues and replacement parts of any nature are excluded.
- 2.2. You will be allowed to have maintenance and restoration services done to pre-existing damages (damages your motor vehicle had before the start date) on your first use of the maintenance and restoration benefit within the initial 90 days. Any maintenance and restoration services done will be subject to the terms and conditions of this membership.
- 2.3. We will not be liable for any damage of any nature that occurs during the repair process, including but not limited to, motor vehicle sensors, motor vehicle glass, modifications or accessories.

3. What is the maintenance and restoration benefit?

We will pay up to R2 000 for maintenance and restoration services for both exterior and interior maintenance items that are listed in the benefit service table below. If the maintenance and restoration services costs more than R2 000, you will need to pay the balance before the maintenance and restoration service, up to the value of R2 000, can be done, up to the amount stated.

Benefit service: exterior maintenance and restoration service	
Light scratches & minor dents	For dents and scratches to the outside of your car.
Stone chips	A chipped area if it can be filled and sealed to prevent corrosion.
Wheel rims and mag wheels	Restoration of your motor vehicle's wheel rims or mag wheels if they sustain scuffs, stone chips or paint defects. Repairs and replacement to buckled or cracked wheel rims or mag wheels are excluded.

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Exterior damage	Maintenance and restoration of minor dents and scratches on your motor vehicle which is caused by the daily use of your motor vehicle. Minor dents and scratches are typically caused by objects making contact with your motor vehicle whilst it is stationary or slowly in motion. Examples could be: a trolley running into your motor vehicle in a parking lot, or a hard ball hitting a soft panel on your motor vehicle next to the sports field. Other forms of minor damage could include brushing your bumper against a pillar or curb causing a scratch whilst parking. Damages as described above are normally too small to claim from your comprehensive insurance as the repair value is less than the insurance excess payable.
Benefit service: interior maintenance	e and restoration service
Centre console, dashboard and door panel (plastic parts only)	Scratches and scuffs that are less than 150mm (one hundred and fifty millimetres) wide and less than 1mm (one millimetre) deep. Cracks to the centre console, dashboard, airbags and replacements to the dashboard are excluded.
Gear lever boot and handbrake boot	Tears or rips to the gear lever and handbrake boot, but only if less than 50 mm (fifty millimetres). Pealing leather is excluded.
Seat panels	For tears not exceeding 50mm (fifty millimetres) and burn holes not exceeding 10mm (ten millimetres). If the exact fabric is not available, a suitable replacement fabric will be used. Cracks or peeling on leather seats are excluded.
Seat Stitching	Where damage is repairable to seat stitches not exceeding 75mm (seventy-five millimetres).
Roof Lining	Limited to one maintenance or restoration event per membership. If the existing roof lining becomes loose or starts to hang, this will only be repaired where possible. Replacement of the roof lining or any part thereof is excluded. The benefit does not apply to convertibles or motor vehicles with sunroofs. Sun visors are excluded.

4. How to access the maintenance and restoration benefit:

- 4.1. All maintenance and restoration services are done through panel beaters/repair agents approved by the service provider, unless you are provided with express pre-authorisation by the service provider to use your own panel beater/repair agent.
- 4.2. You must get pre-authorisation from the service provider

- before using this benefit. Any unauthorised repairs will not be covered.
- 4.3. You must have a valid driver's license and your motor vehicle must be licensed when applying to use the benefits.
- must be licensed when applying to use the benefits.

 4.4. The following process will apply to using your benefits:
- Step 1 Simply CALL US on 0861 990 000.
 - Step 2 You will receive an SMS with a list of Repair Service Centres.
 - Step 3 Select one Repair Service Centre from the list. Step 4 - Visit your chosen Repair Service Centre and get a quotation.
 - get a quotation.

 Step 5 Send it to <u>tuauthorizations@savm.co.za</u> together with the following documents:
 - One quotation from your chosen Service Repair Centre.
 - Clear photographs of the damages.
 Clear photos with full view of your motor vehicle (Front, Back, Left and Right sides).
 - A clear picture of the kilometre reading of your motor vehicle.
- A clear picture of your Car License Disc.
- 4.5. Please ensure you submit ALL your documentation together to speed up your claiming process.
 4.6. IMPORTANT: don't forget to add your membership number
- 4.6. IMPORTANT: don't forget to add your membership number to the subject line.
- 4.7. All existing damages, all claims (and quotes) must be submitted with photographs of the entire specific motor vehicle (taken or verified by the panel beater). Any damages not repaired at the time of the claim, for whatsoever reason, will be treated as pre-existing damages going forward and cannot be repaired under this maintenance and restoration benefit.
- 4.8. PLEASE NOTE: you can elect to have all the noted repairs done, BUT any repairs in excess of the R2 000 will be for your account and must be paid by you directly to the panel beater.
- 4.9. You may not split your damages or quotes in order to have the repair/s done in different 90-day periods (i.e. to bring the repairs within the R2 000 benefit limit). If you do this, we and the service provider have the right to refuse to do any further repairs and to recoup any payments made towards such repairs from you.
- 4.10. IMPORTANT: we will only assess quotes up to a maximum of R7 500 (incl. VAT) for a claim. Any claim assessed in excess of this amount will be deemed accident damage which falls outside this membership. Claims assessed in excess of this value should be claimed from your comprehensive insurance or are for your own account.
 4.11. If you have any questions or are unable to access the online
- claim form, our agents will be able to help you, **call us on 0861 990 000** before using this benefit.
- 5. Specific exclusions for the maintenance and restoration benefit:
 - 5.1. The maintenance and restoration benefit assists with repairing minor damages. Any damages caused by an accident or damages with signs of a panel being ripped, torn, cracked or in need of replacement is explicitly excluded.
 5.2. The benefit amount cannot be used for the payment of
 - The benefit amount cannot be used for the payr excess on an insurance claim.
 - 5.3. Any maintenance and restoration benefit that does not expressly fall within the benefit description of the maintenance and restoration benefits described in the benefit service table above.

- 5.4. Any maintenance and restoration benefits requiring the replacement of a body panel or part thereof.
- 5.5. Stripping and assembly of parts is excluded, unless:
 - 5.5.1. it is required to fix a scratch or dent that falls within the description of this maintenance and restoration benefit; and
 - benefit; and

 5.5.2. both repair and stripping and assembly of parts fall within the benefit service table above. (To be clear, if stripping and assembly is required to assess damage and the damage falls outside the benefit description, the cost associated with the stripping and assembly of the effected part(s) will not be covered under this maintenance and restoration benefit as stripping and assembling is not a stand-alone service under this benefit).
- Repairs and replacement to cracked, ripped or torn panels are excluded.
- 5.7. Repairs and replacement to buckled, cracked or unrepairable rim and mag wheels are excluded.
- Mechanical or electrical breakdown or breakage and/or tyre damage.
- 5.9. Rusting, peeling, cracked or faded paintwork or any gradually developing cause, including but not limited to maintenance and restoration services where additional processes are required.
- 5.10. Damage to car radios, sound equipment or car telephones, stickers or artwork and motor vehicle branding.
- 5.11. Any depreciation in value arising from maintenance or restoration and any maintenance or restoration not authorised by the service provider.
- 5.12. Any maintenance and restoration work outside of South Africa.

ii. MOTOR DISCOUNTS BENEFIT

- The service provider which is responsible for the provision of the motor discounts benefit:
 - 1.1. GoRhino (Pty) Ltd (Company Registration No 2010/010635/07).

2. What is the motor discounts benefit?

- You will receive exclusive discounts across our SP'S
 comprehensive network of motor participating discount
 providers.
- The motor discounts benefit can be used daily, 365 days a year, however, only one discount voucher may be used per transaction.
- 2.3. These discounts are only valid at participating discount providers ("providers") which have elected to offer the discount under this motor discounts benefit, provided that the participating agreement of the provider is unchanged.
- 2.4. For a comprehensive list of the providers 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 motor discounts benefit

- 3.1. Step 1: Browse <u>www.theunlimited-lifestyle.co.za</u> 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.
- 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.

- 3.3. 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.
- 3.4. For services requiring a booking, please make your booking 24-48 hours in advance.
- 3.5. Providers reserve the right to decline bookings or redemption of discounts due to availability constraints.

4. Specific terms and conditions for the motor discounts benefit

- 4.1. The motor discounts benefit only applies at participating discount providers.
- 4.2. The specifics of the discount and when the discount applies may differ between providers. Please check the individual provider pages on <u>www.theunlimited-lifestyle.co.za</u> 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.
- 4.3. The motor discounts benefit may not apply if the provider's terms or booking procedures are not adhered to.
- 4.4. Please note that providers reserve the right to alter these terms based on their operational needs.
- 4.5. While the SP 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 SP and we take no responsibility for any such withdrawals by provider or any such changes in their terms and conditions or availability. The SP reserves the right to remove or add providers as they see fit.
- 4.6. Discount vouchers cannot be combined with other promotions or specials.
- 4.7. Failure to present your 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.
- 4.8. Providers reserve the right to request positive identification and verify your identity.
- 4.9. The SP and we take no responsibility for bad experiences, loss or injuries at any of the providers.

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 section of the membership terms and conditions to any other party related to this membership as it contains information about the protection of your, as well as, their personal information. Information about the parties to this membership or persons whose interests are protected by this membership may be processed for the various legal reasons outlined below.

This section of the membership 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.

The main member ("you") hereby warrants and understands 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 continuance of your membership or the provision of your benefits. Such information may be given to any authorised agents, partners and service provider/contractors.
- 1.3. 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.
- 1.4. 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.

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

2.1. for the performance of your membership 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 membership. In addition, the Personal Information may be shared internally with our departments (who need this information), or externally with third parties to comply with legal requirements or in the exercise of our rights. 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.
- to process payment instruments and payment instructions (like a debit order).
- 2.4. to do affordability assessments, credit assessments and credit scoring.2.5. to manage and maintain your membership or relationship with us.
- 2.6. to disclose and obtain information about you from credit bureaus
- regarding your credit history.
- for security, identity verification and to check the accuracy of your information.
- where required, we may transfer your personal information outside of South Africa in compliance with the law.
- 2.9. for customer satisfaction surveys, promotional and other competitions.
- 2.10. 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.
- 2.11. 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 membership ends and share market innovations with you.

- 2.12. receipt of your payment also entitles you to be notified 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:

 Payment processing service providers, merchants, banks to process payment instructions 	Governments, local and international tax authorities & credit bureaus when we must share it with them
Our partners, service providers, agents, sub-contractors to offer and provide products and services to you	

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. To request access to your information, contact us at the contact details provided above.

WE WOULD LOVE TO HEAR FROM YOU

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

- Facebook, (look for The Unlimited);
- X, formerly Twitter, (our handle is @unlimitedza); find us on
- in LinkedIn as theunlimited; or
- on our website <u>www.theunlimited.co.za</u>; or
- call us on **0861 990 000**.