

# Terms of Business



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## Introduction

First Equity Insurance Brokers (Pty) Limited, a company registered in South Africa with registration number 2001/008850/07 ("FEIB", "We", "Us" and "Our") is an authorised financial services provider with FSP number 5227, performing "advice (both automated and non-automated) and intermediary services" (as defined in the Financial Advisory and Intermediary Services Act, 2002) and authorised by the Insurer to sell certain Short Term Insurance products. The Binder Functions are provided by Expanded Risk Portfolio Managers (Pty) Ltd, who act on behalf of the Insurer/s.

These terms of business ("the Terms") govern Your ("You", "Your" or "User") access to and use of the Everything.Insure Website available at <https://everything.insure> ("the Website") and the services associated with the various products that are provided by us and the Insurer ("the Services") and are binding and enforceable against every person that accesses or uses the Website and/or the Services. By accessing the Website and/or the Services, You are explicitly acknowledging that You have read, understood and agree to be bound by these Terms.

# Services

## Quotations

You may request a Quotation (a "Quotation") through the Website. Any Quotation generated is based on the information that You provide together with information We secure from other sources and is not a contract to extend insurance coverage. You hereby warrant and represent that the information You provide is true, accurate, complete and up-to-date.

## Insurance Contract

- A binding contract for insurance cover (the "Insurance Policy") will only be formed when You accept a Quotation and payment is processed and will be governed by the terms and conditions of the Insurance Policy.
- The Insurance Policy is a legal contract, under which the Insurer, via Expanded Risk, agrees to provide insurance cover, the terms and conditions of which will be provided to You as part of the sign-up process, as updated from time to time.
- The Insurance Policy incorporates:
  - the information You provide to Us when obtaining a Quotation via the Website, as well as any updates that You make to this information via the online portal or through e-mail or telephonic correspondence with Our offices, but only if You receive confirmation of receipt and the change being applied; and
  - the latest details of Your Insurance cover as shown on the online Portal.
- You must read the terms and conditions of the Insurance Policy carefully, as well as the latest details of the Insurance cover as set out on the online Portal. It is Your responsibility to ensure that You understand the scope of Your Insurance cover, as well as Your rights and obligations under the Insurance Policy. FEIB is not a party to, and has no obligations or liability under, the Insurance Policy.
- If You do not comply with these Terms, the terms of the Insurance Policy, or if the information You have provided to Us is or becomes incorrect, incomplete or out of date, it may result in Your claim being rejected or repudiated, and/or the suspension or cancellation of Your Insurance Policy.

- To the extent that there is a conflict between these Terms and the Insurance Policy, the Insurance Policy shall prevail.

## Our Appointment and Remuneration

- By accepting a Quotation You agree to appoint FEIB as Your short-term insurance financial service provider for the applicable product.
- You acknowledge and accept that no advice; which is defined as any recommendation, guidance or proposal of a financial nature; has been furnished in respect of the purchase of the Insurance product. The information provided to You on the Website is considered factual and given as part of the procedure for entering into a financial product transaction, or in the description of the financial product, or in answering routine administrative questions, or the giving of objective information about a particular product or the display or distribution of promotional material.
- As a licensed Financial Services Provider, we provide Intermediary Services for which we are remunerated by means of statutory commission. Our remuneration will be disclosed to You in the Quotation and in the policy documentation, together with premiums payable, the due date of payment and the frequency of payment. All local premiums are inclusive of Value Added Tax at the prescribed rate.
- We charge an additional fee for providing the Website and online Portal, which services are not remunerated by commission. The additional fee is outlined in Your policy documentation.

## Payment of Premium

- FEIB and/or Expanded Risk does not collect or hold premiums. The mandate to collect premiums is provided directly to a premium collection agency by the insurer concerned. This demands that they be correctly licensed to do so. Their details are as follows:

<b>Company Name:</b>	<i>Insure Group Managers Limited</i>
<b>Address:</b>	<i>IOM House, 6 St Giles Street, Randburg, 2194</i>
<b>Telephone Number:</b>	<i>011 449 6800</i>
<b>E-mail Address:</b>	<a href="mailto:compliance@insuregroup.co.za">compliance@insuregroup.co.za</a>
<b>FSP Number:</b>	<i>45351</i>

<b>Compliance Officer:</b>	Mr Alan Holton Compliance Monitoring Systems CC <a href="mailto:alan@cmsys.co.za">alan@cmsys.co.za</a>
<b>Telephone Number:</b>	044 356 2649

All relevant PI and FG covers are in place.

- Although Insure Group is authorised to collect and accept premium payment of behalf of certain Product Suppliers, they are not responsible for ensuring that the premium is paid by You on or before the due date. That responsibility remains Yours alone. Once they have received the premium, they are responsible for ensuring that it is paid to the Insurer.
- You are responsible for payment of premium and/or fees as directed. Payment must be made on or before the due date reflected in the policy documentation in order to avoid the cancellation of the policy.

## Your Account

- You must register for and maintain an active personal user Account ("Account") in order to access the Services on the online Portal, including:
  - receiving a Quotation and/or purchasing Insurance cover;
  - viewing, updating or amending Your information;
  - viewing, updating or amending Your Insurance cover; and/or
  - instituting a claim.
- You must be at least 18 years of age to obtain an Account. Account registration requires You to submit certain personal information. Please see the Privacy Policy, available at <https://www.everything.insure/pdf/privacypolicy.pdf> for additional information.
- You agree to maintain accurate, complete, and up-to-date information in Your Account. Your failure to maintain accurate, complete, and up-to-date information, including having an invalid or expired payment method on file, may result in Your inability to access the Services and could affect Your Insurance Policy and any claims under it.
- As part of the Services or as prescribed in Your Insurance Policy, You may be required to submit specific content to Us, including photographs, cinematograph film, or other media content ("User Content"). In submitting User Content to Us, You grant Us a license to use the User Content as required by Us to provide the Services.

- You agree that we will store data relating to the details of how You used the online Portal and/or the Website, and data sourced from external parties, and that such data may be used by Us in the provision of the Services.
- You are responsible for all activity that occurs under Your Account, and You agree to maintain the security and secrecy of Your Account username and password at all times. If You suspect or become aware that Your Account may be accessed without authorisation or a breach of security has occurred in relation to Your Account, You must notify Us by telephone or e-mail immediately. If We believe that any unauthorised access to Your Account has taken or may take place, We may suspend or terminate Your access to Your Account immediately and without prior notice. You agree, however, that FEIB is entitled to assume that any activity on Your Account or changes to Your Insurance Policy have been authorised by You.

## The Online Portal

- You acknowledge that the online Portal is Your primary interface with FEIB in order to access:
  - Your Account;
  - the details of Your Insurance cover; and
  - Our Services;
- In the event that the online Portal is unavailable or You are unable to access the online Portal for any reason, please contact Us for support in respect of the above.
- The online Portal will require an active Internet connection, whether via a wireless or mobile network. You acknowledge and agree that You are responsible for obtaining the data network access necessary to access and/or use the online Portal and for all fees associated with such access and/or use.
- Although We will use all reasonable efforts to ensure that the online Portal operates in accordance with its specifications, we do not warrant that the online Portal, or any portion thereof, is compatible with, or will operate with Your device or any software and/or hardware that You have on Your device. We make no warranty as to the operation, availability or functionality of the online Portal. You acknowledge that access to the Services may also be subject to delays and malfunctions inherent in the use of the Internet and electronic communications.
- You acknowledge and agree that the binding version of Your cover under any Insurance Policy is as displayed on the online Portal at that point in time.

- By using the online Portal, You agree that all notification and records, including Your Insurance Policy, may be provided to You in electronic form.

# License

- The Website and/or Services are made available solely for bona fide customers and must not be used for any commercial purpose whatsoever, or for any illegal or unauthorised purpose.
- Subject to these Terms and Our policies (including policies made available to You within the Services) We grant You a limited, non-transferable, non-exclusive and revocable license to access and use the Website and/or Services.
- By accessing the Website and/or Services, You agree that You will not (either Yourself or through any third party):
  - use any technology, robot, spider, screen scraper, data aggregation tool or other automatic device or process ("Automated Process") to process, monitor, copy or extract any pages on the Website or any of the information, Content or data contained within or accessible through the Website, without Our prior written permission;
  - use any Automated Process to aggregate or combine information, Content or data contained within or accessible through the Website with information, content or data accessible via or sourced from any third party;
  - use any information on or accessed through the Website for any commercial purpose (including but not limited to market research, the provision of pricing estimates or "shadow shopping") or otherwise (either directly or indirectly) for profit or gain;
  - use any device, software, process or routine to interfere or attempt to interfere with the proper working of the Website or any transaction or process being conducted on or through it;
  - take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the Website;
  - reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the Services; and
  - copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from the Website without Our prior written permission.

- This license shall automatically and immediately, without notice, terminate if You violate any of the restrictions. You hereby defend, indemnify and hold harmless FEIB, Our affiliates and Our and their respective owners, directors, offices, employees agents and/or licensors from and against all claims, damages, losses, liabilities, costs and expense (including but not limited to legal fees and any costs incurred in identifying a violation of these restrictions) relating or connected to Your violation of any of these restrictions.

## Ownership and Copyright

- The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in the Website ("Content") are protected by law, including but not limited to copyright and trade mark law. The Content is the property of FEIB and/or licensors.
- Nothing contained on the Website shall be read in a manner which allows users to acquire any right, title or interest in or to the Website, or the Content thereon.
- Any use, distribution or reproduction of the Content is prohibited unless expressly authorised in terms of these Terms, or otherwise provided for in law.
- Where any of the Content has been licensed to FEIB or belongs to any third party, Your rights of use may be subject to additional terms and conditions which that licensor or third party imposes from time to time, and You agree to comply with such third party terms and conditions.

## Cookies

The Website make use of Cookies in order to provide You with relevant content and the best experience possible whilst using the Website. At any stage during Your use of the Website You may choose to block the Cookies used by FEIB, however this may impact Your use or experience of the Website.

## Linking to Third Party Websites

The Website may contain links or references to other Websites ("Third Party Websites") which are outside of Our control. These Terms do not apply to those Third Party Websites, and FEIB is not responsible for Your use of or access to those Third Party Websites, or the practices and/or privacy policies of those Third Party Websites.

All use of Third Party Websites is entirely at Your own risk and We shall not be responsible for any loss, expense, claim or damages, whether direct, indirect or

consequential, arising from Your use of such Third Party Websites or Your reliance on any information contained in or accessed through Third Party Websites.

## Disclaimer

While We have taken reasonable measures to ensure that the Content is accurate, to the maximum extent permitted by law, the Website and Services are provided on an 'as is' basis and You expressly understand and agree that Your use of the Website and/or Services is entirely at Your own risk.

To the maximum extent permitted by law, We disclaim all representations and warranties (whether express, implied, arising under statute or otherwise) including any warranties of merchantability and fitness for a particular purpose and non-infringement of title or any third party rights.

## Limitation of liability

To the maximum extent permitted by law, We shall not be liable for any direct, indirect, incidental, special or consequential loss or damages (including, without limitation, damages for loss of data) which might arise from Your use of, or reliance upon, the Website and/or Services; or Your inability to use the Website and/or Services, and/or unlawful activity on the Website and/or Services, or any linked Third Party Website.

You hereby indemnify Us against any loss, claim or damages which may be suffered by You or any third party arising in any way from Your use of, or reliance on, the Website and/or Services, or any linked Third Party Website.

## Availability and Termination

We may, in Our sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website (in whole or in part) or Your right to access or use the Website, including for scheduled and unscheduled maintenance of the Website. The functionality of the Website and the availability of certain Services through the Website may be impacted by such suspension or termination. However, You may contact Us at Our offices for support.

The above-mentioned termination or suspension will not impact the validity of the Insurance purchased by You prior to such termination or suspension of the Website, which shall continue to be governed by Your Insurance Policy and any other applicable terms and policies associated with such Insurance.

# Privacy of Personal Information

All personal information provided by You will be processed in accordance with the privacy policy, available at [https://www.everything.insure/pdf/privacy\\_policy.pdf](https://www.everything.insure/pdf/privacy_policy.pdf).

You confirm that You understand that, other than set out in this paragraph, all information provided will be kept confidential and not disclosed except in the normal course of business. The information may be disclosed if it is required by regulation or an order of court of competent jurisdiction, or is already in the public domain, or has been received from a third party who is not in breach of a confidentiality agreement in releasing the information to Us.

You agree that We shall be authorised to process Your personal information for all purposes relating to or arising out of the services to be provided to You from time to time. In addition, You authorise Us to disclose Your personal information to other companies or entities with whom We are associated whether by way of shareholding, partnership, joint venture or the like in order to inform You of short term insurance services provided by such associated companies/entities which may be of interest to You.

You consent for Us to share the personal information with third parties for the purposes of facilitating the provision of the Services.

# Governing Law and Jurisdiction

These Terms and the relationship between You and FEIB and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa and the exclusive jurisdiction of the courts of South Africa.

Nothing in this clause or this agreement limits Your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

# Agreement with The Insurer

- By making payment and/or providing Your payment details for future payment, You agree that Your Insurance Policy will incept and You will be covered for the cover set out in Your policy schedule.

You also agree that:

- You have read and fully understand and accept the terms and conditions of the policy, which is available on the Quotation provided and on the online Portal.

- You are buying this policy freely and voluntarily.
- You understand that insurance companies share insurance and claims information with other insurers, industry bodies and credit agencies to reduce fraud. You give Your permission to the Insurer to share personal and claims information for this purpose. (Note that the Insurer will always safeguard Your information and treat it as confidential. The Insurer will not share Your contact information with any other party for marketing purposes.)
- You understand that the Insurer is a member of the South African Credit and Risk Reporting Association (SACCRA). You give Your permission to the Insurer to submit information about how You pay Your premiums to this Association every month.

## Notices

FEIB information:

<b>Company Name:</b>	<i>First Equity Insurance Brokers (Pty) Ltd.</i>
<b>Address:</b>	<i>1 Fairway Drive, Randpark, 2964</i>
<b>Telephone Number:</b>	<i>011 510 1300</i>

FEIB may change the address set out above from time to time by updating these Terms.

All notices sent in terms of these Terms must be sent either by hand, courier or email for the attention of First Equity Insurance Brokers (Pty) Ltd: Key Individual and must be in English.

## General

- These Terms apply to all Users, including Users who may be consumers for the purposes of the Consumer Protection Act, 68 of 2008 ("the CPA") and for the purposes of the Electronic Communications and Transactions Act, 25 of 2002 as they are amended from time to time.
- FEIB reserves the right to amend, change or modify these Terms from time to time. Changes will be effective upon the posting of the modification to Our Website and Your continued use of the Website and/or Services will be considered acceptance of these changes.

- The headings of the clauses in these Terms are provided for convenience only and will not affect the meaning or interpretation of these Terms.
- FEIB may cede, assign or otherwise transfer its rights and obligations in terms of these Terms to any third party. Affiliates [and partners] of FEIB are intended, direct third party beneficiaries of these Terms, and may enforce them against You.
- If any term or condition contained herein is declared invalid, the remaining Terms will remain in full force and effect.
- FEIB's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless expressly acknowledged and agreed to by FEIB in writing.