

## **TERMS OF USE**

### **SHIELD LIFE<sup>®</sup> LTD**

*("Private Body")*

**By using the Shield Life website these Terms of Use apply to you and you agree to comply with the terms of Use. Please read these Terms of Use before using the Shield webs**

LEGAL: TERMS OF USE OF <http://www.shieldlife.co.za>

#### **Access**

The terms of use set out below apply to this and all other websites owned, operated, or sponsored by any member of the Shield Life unless such other website specifically provides otherwise.

By using the Shield website these Terms of Use apply to you and you agree to comply with the terms of Use. Please check the website regularly for changes to the Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website.

Any person ("user") accessing this website is subject to, and agrees to, these terms and conditions. If the user does not wish to be bound by these terms and conditions, the user may not access, display, use or download and/or otherwise copy or distribute content obtained at this website, and must leave this website immediately.

#### **Disclaimer**

The use of the content of this website is at the user's own risk. The user assumes full responsibility and risk of loss resulting from the use of the content of this site. Shield will not be liable for any direct, indirect, special, incidental, consequential, punitive or any other damages whatsoever, whether in an action of contract, statute, or otherwise, relating to the use of this website or its information by the user or any third party who obtained any content from the user. Subject to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, Shield shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Certain links in the web server may lead to resources maintained by third parties over whom we have no control. We make no representations or warranties as to the accuracy of, or any other aspect relating to,

those resources. We are not responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website.

## **E-mail disclaimer**

All our e-mail messages and their attachments contain information which may be confidential, private or privileged in nature and is subject to legal privilege. Therefore, if you are not the intended recipient, you are prohibited from pursuing, disseminating, altering, distributing, forwarding, storing or copying this message (or part thereof) or file (or part thereof) which is attached to this message and any action in reliance on the contents of this e-mail or its attachments is prohibited. If you have received this message in error, please notify the sender by e-mail, telephone or facsimile and thereafter return, delete and/or destroy the original message from your system. Remember that the other terms and conditions on this website are also applicable.

Please note that the recipient must scan this e-mail and any attached files for viruses and the like. We accept no liability of whatever nature for any loss, liability, damage or expense (of whatsoever nature and arising from whatsoever cause and whether such loss, damages, liability or expense is actual, contingent, consequential, direct or indirect) resulting directly or indirectly from the message itself or the access to any files which are attached to this message, and without derogating from the generality hereof, from malicious software code or viruses in this message or attachments, including data corruption resulting there from. Opening of the message itself or any files that are attached to this message, is therefore at the sole risk of the recipient. None of our employees or representatives are permitted to send unsolicited messages ("spam") and our company cannot be held liable therefore.

Any recipient of an unacceptable communication, spam, derogatory statements, defamatory statements, a chain letter or offensive material of any nature is requested to report it to us at our chosen e-mail address. Should this message contain an unacceptable communication, spam, derogatory statements, defamatory statements, a chain letter or offensive material of any nature, it means that the message has been sent outside the sender's scope of employment with We and only the sender can be held liable in his/her personal capacity.

## **Nature of website contents**

Information contained on the website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.

Calculations which may be displayed on the website are intended for the convenience of clients, may be approximations, and are intended only as guidelines. Should you wish to rely on any calculation you are advised to check the calculations before using them as Shield will not be liable for any inaccuracy in the calculation.

Subscribing to any service or buying any product through the website is subject to Shield's contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only and may be discontinued at any time. The fact that Shield provides a link to a third-party website does not necessarily mean that Shield endorses, authorises, or sponsors that website, or that Shield is affiliated to such website's owners or sponsors.

If any third-party website, which is not under the direct control of Shield, can be accessed from a link displayed on the Shield website, Shield shall not be responsible or liable for any content displayed on the third-party website.

The content or information displayed on a Shield website or any third-party website which may be accessed through links provided on the Shield website is not intended as advice but merely as information. Before making any decision or taking any action based on any information displayed on the Shield website or any

such third-party website that may affect your personal finances or business, it is recommended that you first obtain appropriate professional advice

## **Restricted use**

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the Shield website are for your personal and non-commercial use only. You may not:

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have Shield's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example:
  - (a) content that is threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or
  - (b) content that could damage Shield's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any Shield server (computer), or network connected to any Shield server, or interfere with any other party's use of the Shield website;
- Interfere with any content displayed on the Shield website or attempt or gain unauthorised access (without Shield's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Shield server or any other part of the Shield information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Shield website or to gain access to information or any part of the Shield information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished;
- Create a link from another website to the Shield website, or any of the web pages which constitute the Shield website, without Shield's prior written consent;
- Frame the website or any of its pages without Shield's prior written consent.

## **Mobile access and use**

You may access the Shield website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the Shield website.

The Shield website is designed and configured for use by Internet browsers which are typically used on computers and not mobile devices. Shield is not responsible for the wireless services used by mobile devices and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the Shield website.

While the use of the Shield website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the Shield website.

Shield is also not responsible for the communication of any person or confidential information between you and the Shield website or any electronic communications mechanisms facilitated by the Shield website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the Shield website.

The functionality and use of your mobile device is outside of the control of Shield and Shield will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

## **Changes**

We reserve the right to change these terms and conditions of use at any time. Changes to these terms and conditions of use will take effect upon such changes being posted to this website. It is the user's obligation to periodically check these terms and conditions of use at this website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms and conditions of use, including such changes or updates.

## **Privacy monitoring and disclosure to third parties.**

We will not make personal information that we collect from you available to any outsider unless you consent, or we are legally compelled to do so, or we have to protect our rights, or it is in the public interest. We may provide your information to other service providers that handle information on our behalf. We may gather and analyse information on our visitors' routine use of this website. We use this information to monitor which areas of the website is most frequently visited, to assist us to better our services and products. This information is pooled so individual personal information, behaviour or patterns cannot be identified. Whenever we commission other organizations to provide support services to us, we will bind them to our privacy policies as far as they may be required to have access to our customers' personal information to perform such services.

Subject to the provisions of the Regulation of Interception of Communications Act 70/2002, we may intercept, block, filter, read, copy, disclose and use all communications received on this website.

Our website may contain links to or from other sites, and we are not responsible for the content or the security or privacy practices employed by other sites. It is in your interest to read the privacy and security statements on these sites.

## **Security**

We have in place reasonable commercial standards of technology and operational security to protect all information provided by users from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a user's information. Authorized employees, who are responsible for the maintenance of any sensitive data submitted, are required to maintain the confidentiality of such data. It is expressly prohibited for any person or entity to gain or attempt to gain unauthorized access to any page on this website, or to deliver or attempt to deliver any unauthorized, damaging or malicious code to this website. If anyone delivers or attempts to deliver any unauthorized, damaging or malicious code to this website or attempts to gain unauthorized access to any page on this website, a criminal charge will be laid against that party and civil damages will be claimed.

## **Hyperlinks**

Any links, hyperlinks or deep links, to this website, framing of any page on this website, including the home page, in any way whatsoever, without our prior written approval is expressly prohibited.

## **Cancelation of mailings lists (ECT 45)**

If you receive any unwanted SMS or e-mail communications from us, you are entitled to request us to disclose to you where from we received your particular details, and to be removed from the mailing lists.

## **Cookies**

We may use cookies (small text files stored in a user's browser) or web beacons (electronic images that allow this website to count users who have accessed a particular page and to access certain cookies) to ensure that the website is well managed and may use cookies to collect aggregate data. We may use such devices from time to time to track information on its systems and identify categories of users by items such as IP address, domain, browser type and pages visited the user's name or e-mail address.

## **Formation of agreement (ECT 21)**

1. Formation of contracts
  - a. An agreement concluded by means of data messages as defined in the ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 ("ECT"), is concluded at the time when and place where the acceptance of the offer was received by the offeror.
  - b. A data message used in the conclusion or performance of any agreement between us and the user must be regarded as having been sent by the user when it enters an information system outside the control of the user or, if the user and we are in the same information system, when it is capable of being retrieved by us.
  - c. A data message must be regarded as having been received by us if and when the complete data message enters an information system designated or used for that purpose by us and we respond thereto.
  - d. A data message must be regarded as having been sent from the originator's usual place of business or residence in the Republic of South Africa and as having been received at the addressee's usual place of business or residence in the Republic of South Africa. Our usual place of business will be Pretoria.
2. As between the originator and the addressee of a data message an expression of intent or other statement is not without legal force and effect merely on the grounds that:
  - a. it is in the form of a data message; or
  - b. it is not evidenced by an electronic signature but by other means from which such person's intent or other statement can be inferred.
3. A data message is that of the originator if it was sent by:
  - a. the originator personally;
  - b. a person who had authority to act on behalf of the originator in respect of that data message; or
  - c. an information system programmed by or on behalf of the originator to operate automatically unless it is proved that the information system did not properly execute such programming.
4. An acknowledgement of receipt of a data message sent to the user is not necessary to give legal effect to that message.

## Information Disclosures (ECT 43)

<b>Full name and legal status of web site owner:</b>	Shield Life® Ltd
<b>Registered and Physical Address:</b>	Maxi Building 1293 South Street Centurion 0157
<b>Official telephone number:</b>	0861 777 353
<b>Official web site address:</b>	<a href="http://www.shieldlife.co.za">http://www.shieldlife.co.za</a>
<b>Official e-mail address:</b>	info@shieldlife.co.za
<b>Membership of accreditation bodies:</b>	FSCA FSP 47477
<b>Main characteristics of the goods or services offered:</b>	Long Term Insurance

## Entire agreement and severability

These terms and conditions of use constitute the agreement between us and the user of this website. Any failure by us to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision. If any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## Jurisdiction and Applicable law

The user consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act as amended in respect of any dispute flowing from the use of this web site or other electronic communications and transactions. The law of the Republic of South Africa shall govern and apply to this agreement. The products and services are only available to South African citizens.