

You will find the user agreement, general terms and conditions of use and the privacy statement on this page.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE.

## A. General Terms and Conditions of Use

### 1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

1.1.1. "**Competent Person**" means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.

1.1.2. Afken means Afken Wealth Management (Pty) Ltd , Afken Risk Management (Pty)Ltd and Afken Advisory Services (Pty) Ltd from time to time.

1.1.3. . "**personal information**" means information relating to you or any other living person or existing legal entity, including but not limited to -

1.1.4. 5information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

1.1.information relating to the education or the medical, financial, criminal or employment history of the person;

- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

1.1.6. "**Site**" means collectively our website/s

1.1.7. "**we**", "**us**", "**our**" and "**Afken**" means either Afken Wealth Management (Pty) Ltd , Afken Risk Management (Pty) Ltd or Afken Advisory Services (Pty) Ltd

1.1.8. "**website**" means the internet websites with the address [www.afken.co.za](http://www.afken.co.za) or any website with a URL that is validly registered to Afken.

1.1.9. "**you**" and "**your**" means the user of the Site.

1.1.10. "**Processing of Information**" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.

## **2. Conditions of Access**

2.1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this user agreement.

2.2. To avoid any confusion, you agree that these terms and conditions apply to your use of:

2.2.1. the website;

2.2.2. any third party website or mobile application licensed to us;

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges). Afken cannot be held responsible for these charges.

## **3. Your Acceptance and Consent**

3.1. By using the Site, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Site.

3.3. You agree that this user agreement applies to any information accessed via the Site, and to all sections of the Site.

#### **4. Changes to this User Agreement**

4.1. We may change the terms and conditions of this user agreement at any time. We recommend that you familiarise yourself with this user agreement regularly.

4.2. The most updated version of this user agreement will apply each time that you access and use the Site.

#### **5. Your account**

5.1. If you use the Site, you must keep your access details (including, your username and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password. You are only permitted to use one account. If you use more than one account, we may revoke all access.

5.2. Once you've logged onto the Site, certain information, functionalities and other features of the Site will be accessible to you the next time you access the Site, without having to re-enter your password. If you prefer to enter your password every time you access the Site, you can change the setting in the menu option.

5.3. Afken may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.

5.4. You agree that the following actions shall be material breaches of these terms and conditions:

5.4.1. signing in as, or pretending to be, another person;

5.4.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others.

5.4.3. using interactive services in a way that is intended to harm, or could result in harm, to you or to other users of the Site; or

5.4.4. gathering information about others without obtaining their prior written consent.

5.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.

## **6. Full disclosure of all relevant facts and benefit entitlement**

6.1. Afken might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.

6.2. You guarantee that all information provided by you at any time to Afken on or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.

6.3. You guarantee that you have fully disclosed all facts, and agree that this user agreement and any transactions related to this user agreement will be void if you do not meet this requirement.

## **7. Electronic communication and records**

7.1. When you visit the Site or contact us electronically, you accept that we may communicate with you using various electronic channels. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.

7.2. Any electronic communication (for example, an e-mail, SMS, or WhatsApp) sent to you will be regarded to have been received by you upon being sent by Afken. This includes but is not limited to mobile push notifications. You are responsible for providing, at your expense, any access to the internet and any required equipment for purposes of such electronic communication.

7.3. If you are a registered user of the Site, you may receive communications from us electronically, including but not limited to email, SMS and WhatsApp. If you do not wish for us to communicate with you through a specific channel, you may change the way you receive your communication on the website.

7.4. Afken takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

## **8. Disclaimer**

8.1. The Site and all information, content, tools and materials are provided by Afken on an "as is" and "and available" basis, unless we inform you in writing.

8.2. Afken does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.

8.3. Afken does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the Afken servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. Afken will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.

8.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:

8.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of Afken; or

8.4.2. any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

8.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

8.5.1. any of the events described in this paragraph or the paragraphs above

8.5.2. your actions or omissions that result in a breach of this user agreement;

8.5.3. any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;

8.5.4. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Afken in disrepute; or

8.5.5. your reliance on any of the information, content, tools or materials that you obtain from the Site.

8.6. It is very important that you acknowledge and understand that the information included on the Site should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with your financial adviser should you require any financial services or financial products.

## **9. Indemnity**

9.1. While Afken makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Site or whether they are complete accurate or appropriate.

9.2. You agree to fully indemnify Afken, its directors, employees, and trustees (where applicable) against any claim, loss or damages which you may incur or suffer as a result of your use of the Site.

9.3. You agree to fully indemnify Afken, its directors and employees, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the Site and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.

9.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Site may change. Afken will notify you of the important changes within a reasonable time.

9.5. You agree that any calculations made on the Site, (including any relating to your health) are estimates and are meant as guidelines only.

9.6. Afken is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.

9.7. All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.

9.8. You accept that some of the information, content, tools or materials on the Site come from external sources (including independent practitioners in the health and wellness industry), and you agree that Afken is not responsible, and will not be held liable, for any information or content, received from these external sources.

## **10. Phishing and spoofing**

10.1. If you receive an unsolicited e-mail that appears to be from Afken and that requests you to provide personal information (such as your credit card number, username, or password), or that asks you to verify or confirm your Afken information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."

10.2. Afken will never ask for this type of information in an e-mail, and we strongly recommend that you do not respond to these e-mails and that you do not click on the link. Responding to "phishing" places you and your personal information at risk. Afken cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

## **11. Linking to third party websites and applications**

11.1. The Website may contain certain images and links to other third party websites and applications with information, content or material produced by other parties. These linked third party websites are not under the control of Afken and Afken is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.

11.2. Afken is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by Afken of the linked website, their business or security practices, or any association with its operators.

11.3. From time to time Afken may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. We apply every effort to ensure that our sub-contractors comply with our Privacy Statement and widely accepted security standards and they will be accountable for any non-compliance.

11.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

## **12. Applicable law**

12.1. By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

## **13. General Provisions**

13.1. The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.

13.2. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.

13.3. No failure or delay by Afken to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.

## **B. Privacy Statement**

*This privacy statement is complementary to, and should be read and understood with, the general terms and conditions of the use set out in the section above.*

### **1. The General Principles of our Privacy Statement**

1.1. The purpose of this privacy statement is to set out how we collect, use, share and otherwise process your personal information when you use this Site, register or apply online for any Afken linked products or services, or when you contact Afken electronically.

1.2. When you engage with us, you trust us with personal information about yourself, your dependants, your beneficiaries, and your employees.

1.3. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to enable you to use this site and to provide you with services such as activating and servicing your policy and benefits, where applicable.

### **2. How we collect your Personal Information**

2.1. Whenever you use the Site, complete an application form, contact Afken electronically, or use one of the products, services, facilities, tools



or utilities offered by Afken on the Site, Afken will collect your personal information.

2.2. We may have collected your information from other sources. If you share your personal information with any third parties, we will not be responsible for any loss suffered by you, your dependents, your beneficiaries, spouse or employees.

2.3. You understand that when you include your spouse and dependents on this site or on your application, we will process their personal information in line with the terms and conditions of this site and/or for the activation of a policy or benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this privacy statement.

2.4. If you are giving consent for a person under 18 (a minor) you confirm that you are a Competent Person and that you have authority to give their consent for them.

### **3. Collect, share and use Personal Information**

3.1. You agree that we may process your personal information for all purposes that relate to the Site and the products, services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for Afken to find out exactly what you need and want.

3.2. Where applicable and to the extent appropriate, you confirm that we may share your personal information with our underwriters and product providers for:

- administration
- fraud prevention
- the provision of Afken and its product providers services, benefits and infrastructure to help you in your personal or professional capacity.

3.3. You also confirm that we may share and combine all your personal information for any one or more of the following purposes:

3.3.1 market, statistical and academic research; and

3.3.2 to customise our benefits and services to meet your needs

3.4. By accepting this privacy statement, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider's industry association or industry body. This includes

information about credit history, financial history, judgments, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.

3.5. Your privacy is important to us and we will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent.

3.6. You agree that we may transfer your personal information outside South Africa:

- if you give us an email address that is hosted outside South Africa; or
- to administer certain services, for example, cloud services.

*We will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to.*

3.7. You agree that we may communicate with you electronically about any changes to your policy or benefits, including contributions or changes and improvements to the benefits that you are entitled to in terms of your policy or benefits.

3.8. We will keep you updated about any offers and new products that we make available from time to time. Any entity within Afken and contracted third-party service providers may communicate with you about these.

3.9. We may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

3.10. We have the right to communicate with you electronically about any changes on your policy, including your contributions or changes and improvements to the benefits you are entitled to on the policy you have chosen.

3.11. Please let us know if you do not wish to receive any direct telephone marketing from us.

3.12. Please also let us know if you do not wish to receive any direct electronic marketing from us. We will store your personal information for

the purpose to action this request and action it as soon as reasonably possible.