



## WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11 OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#), AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE CLIENTELE LIFE WEBSITE, WEB PAGES OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MAY NOT USE THE CLIENTELE LIFE WEBSITE. REASONABLE USE OF THE CLIENTELE LIFE WEBSITE SHALL AUTOMATICALLY BIND THE USER TO THIS AGREEMENT.

### DEFINITIONS AND INTERPRETATIONS

- a) "the Clientèle Life website" means the Clientèle Life website owned and operated by and located at <http://www.Clientele.co.za>, including any page, part or element thereof; [Clientèle Life Assurance Company \(PTY\) Ltd](#)
- b) "Clientèle Life" means Clientèle Life Assurance Company (PTY) Ltd, registration number 1973/016606/06, including its subsidiaries owners, shareholders and business units;
- c) "user" means any person who enters or uses the Clientèle Life website, notwithstanding the fact that such a person visits the home page of the Clientèle Life website;
- d) References herein to the singular includes the plural and vice versa;
- e) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#). The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions

#### 1. General

Clientèle Life is a competitive, service-oriented Life Assurance Company marketing its products via television advertising, telesales, Independent Field Advertisers or IFAs and other direct marketing methods.

Clientèle Life caters to the needs of a broad cross-section of South Africans, providing convenient and professional financial protection.

#### 2. Allowed Use and License

- 2.1. Clientèle Life licenses the User to view, download, save and print the content of the Clientèle Life website, provided that such content is used for private, personal, educational and / or non-commercial purposes only to view, download, save and print this agreement for legal and / or evidential purposes as detailed in section 11(3) of the [ECT Act](#).
- 2.2. Content from the Clientèle Life website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Clientèle Life.
- 2.3. Users may only access, browse and use the Clientèle Life website for legitimate personal or commercial purposes and may not use the Telkom website or any Clientèle Life services and / or products for :
  - 2.3.1. Harmful purposes
  - 2.3.2. Illegal purposes
  - 2.3.3. Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and / or
  - 2.3.4. The creation, storage and sending of unsolicited commercial communications.
- 2.4. The caching of Clientèle Life website shall only be allowed if ;

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- 2.4.1. The purpose of the caching is to make the onward transmission of the content from the Clientèle Life website more efficient;
- 2.4.2. The cached content is not modified in any manner whatsoever;
- 2.4.3. The cached content is updated at least every 24 (twenty four) hours, and
- 2.4.4. The cached content is removed or updated when so required by Clientèle Life
- 2.5. If any User uses content from the Clientèle Life website in breach of the provisions detailed herein:
  - 2.5.1. Clientèle Life reserves the right to claim damages from the User;
  - 2.5.2. Clientèle Life reserves the right to institute criminal proceedings against the user; and
  - 2.5.3. Clientèle Life shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6. Hyperlinks to the Clientèle Life website from any other source shall be directed at the homepage of the Clientèle Life website (<http://www.Clientele.co.za>). Links beyond the Clientèle Life home page may only be used with Clientèle Life's prior written consent.
- 2.7. Clientèle Life shall not be liable, in any manner, whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Clientèle Life website, if such content, product or services was accessed through a hyperlink not directed at the home page of the Clientèle Life website. Persons that wish to link to pages beyond the home page of the Clientèle Life website without Clientèle Life's prior written consent shall do so at their own risk and indemnify Clientèle Life against any loss, liability or damage that may result from the use of such hyperlinks. Clientèle Life's non-liability for deep linking is based on the fact that deep links pass these terms and conditions.
- 2.8. User may quote small and reasonable amounts of content available from the Clientèle Life website and only if such a quote is placed in inverted commas and acknowledged.
- 2.9. No person may, without the prior written consent of Clientèle Life, frame the Clientèle Life website in any manner whatsoever.
- 2.10. Apart from bona-fide search engine operators, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Clientèle Life website for any purpose whatsoever, without the prior written consent of Clientèle Life.
- 2.11. Email addresses, names, telephone numbers and fax numbers published on the Clientèle Life website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Clientèle Life website may be used to communicate unsolicited communications to Clientèle Life and all rights detailed in 45 of the [ECT Act](#) are reserved.
- 2.12 All licenses and / or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Clientèle Life at any time without prior notice or reasons.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1. All intellectual property on the Clientèle Life website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Clientèle Life and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Clientèle Life website are expressly reserved.
- 3.2. No person may use logos, icons or trademarks from the Clientèle Life website as hyperlinks without Clientèle Life's prior written consent.

### **4. SOFTWARE AND EQUIPMENT**

It is the responsibility of the User to acquire and maintain, at his / her own expense, the necessary computer hardware, software, communication lines and internet access accounts required to access the Internet and the Clientèle Life website and / or download content from the Clientèle Life website.

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## 5. DISCLOSURE REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content and downloads available from the Clientèle Life website may be classified as “electronic transactions” as defined in terms of the **ECT Act** and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Clientèle Life has, amongst others, the duty to disclose the following information:

- 5.1. **The full name and legal status of the website owner:** Clientèle Life Assurance Company (Pty) Ltd registration number 1973/016606/06.
  - 5.2. **Directors**
  - 5.3. **Street Address:** Clientèle Office Park, Corner Rivonia & Alon Roads, Morningside, Sandton
  - 5.4. **Postal Address:** P.O. Box 1316, Rivonia, 2128, South Africa
  - 5.5. **Physical Address for receipt of legal service:** Clientèle Office Park, Corner Rivonia & Alon Roads, Morningside, Sandton
  - 5.6. **Main Business**
  - 5.7. **The website address of the Clientèle Life website is:** <http://www.Clientele.co.za>
  - 5.8. **The official email address of the Clientèle Life website is:** [services@Clientele.co.za](mailto:services@Clientele.co.za)
  - 5.9. **Membership of self-regulatory or accreditation bodies:** Financial Services Board (FSB – <http://www.fsb.co.za>), The Direct Selling Association (<http://www.dsasa.co.za>), the Marketing Federation of South Africa (<http://www.mfsa.co.za>) and Association for Savings and Investments South Africa (ASISA – [Http://www.asisa.co.za](http://www.asisa.co.za)).
  - 5.10. **The manual published in terms of the Promotion of Access to Information Act 2 of 2000 of the owner of the website may be downloaded from:**
  - 5.11. **Management**
  - 5.12. **Description of goods / and or services**
  - 5.13. **The costs associated with the access and use of content, products and services available on the Clientèle Life website are as follows:**
    - 5.13.1. General website content – free;
    - 5.13.2. Products:
      - 5.13.2.1. Listing : <http://www.Clientele.co.za> (click on the products heading in the top bar, and then select the required product.
      - 5.13.2.2. Pricing : pricing information is available on each product page.
    - 5.13.3. Online Services:
      - 5.13.3.1. Listing - these services are limited to registered users.
      - 5.13.3.2. Access to some services are restricted to Users who are Clientèle Life customers and or Users who completed service specific registration procedures.
  - 5.14. **Access to, saving and printing of terms:**
    - 5.14.1. These terms and conditions may be saved by the Users by clicking on either the save or print buttons available on the Acrobat Reader toolbar and,
    - 5.14.2. Terms specific to certain products and / or services may be printed and saved in the following manner:
      - 5.14.2.1. Printing: open the web page that details the terms and click on the print option available on the browser toolbar and,
      - 5.14.2.2. Saving: open the web page that details the terms and click on the [File] option available on the browser toolbar, select [Save As .....] and save the pages as a.htm or .html file. Alternatively, copy and paste the terms to another format such as MS Word (.doc) and save accordingly.
  - 5.15. **Return and refund policy:** The applicable policy related to specific products is detailed on the product pages and / or the associated product terms.
  - 5.16. **Duration of agreement:** The minimum duration of transactions and / or periods are detailed on the product pages and / or in the associated product specific terms.
  - 5.17. **Alternative dispute resolution:** Subject to urgent and / or interim relief, all disputes regarding:
    - 5.17.1. access to the Clientèle Life website;
    - 5.17.2. the inability to access the Clientèle Life website;
    - 5.17.3. the services and content available from the Clientèle Life website and,
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- 5.17.4. these terms and conditions;
  - 5.17.5. shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa can be downloaded from the following Website: <http://www.arbitration.co.za>.
- 5.18. User may lodge complaints concerning the Clientèle Life website with Clientèle Life at: [services@Clientele.co.za](mailto:services@Clientele.co.za)

## 6. CHANGES AND AMMENDMENTS

Clientèle Life reserves the right, in its sole and absolute discretion, to do any of the following, at any time without:

- 6.1. change these terms and conditions;
- 6.2. change the content and / or services available from the Clientèle Life website
- 6.3. discontinue any aspect of the Clientèle Life website or services available from the Clientèle Life website, and / or
- 6.4. change the software and hardware required to access and use the Clientèle Life website.

## 7. PRIVACY

- 7.1. Clientèle Life shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA can be downloaded from: [http://www.acts.co.za/prom\\_of\\_access\\_to\\_info](http://www.acts.co.za/prom_of_access_to_info)
- 7.2. Clientèle Life may electronically collect, store and use the following personal information of Users:
  - 7.2.1.name and surname;
  - 7.2.2.country of residence;
  - 7.2.3.closest city;
  - 7.2.4.non-personal browsing habits and click patterns;
  - 7.2.5.email address, and
  - 7.2.6.IP address.
- 7.3. Clientèle Life collects, stores and uses the abovementioned information for the following purposes;
  - 7.3.1.to greet the User when he / she accesses the Clientèle Life website;
  - 7.3.2.subject to the User's consent, inform the User of the facts relating to his / her access and use of the Clientèle Life website;
  - 7.3.3.subject to the User's consent, inform the User about specific communications and special offers from Clientèle Life;
  - 7.3.4.to provide the User with targeted advertising when he / she accesses the Clientèle Life website;
  - 7.3.5.to compile a non-personal statistical information about browsing habits, click-patterns and access to the Clientèle Life website.
- 7.4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings
- 7.5. The User may elect not to receive any communications from Clientèle Life.
- 7.6. Clientèle Life may collect, maintain, save, compile, share, disclose and sell any information collected from Users, subject to the following provisions;
  - 7.6.1.Clientèle Life shall not disclose personal information from Users unless the User consents thereto;
  - 7.6.2.Clientèle Life shall disclose personal information without the User's consent only through due legal process, and

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7.6.3. Clientèle Life may compile, use and share any information that does not relate to any specific individual.

7.7. Clientèle Life owns and retains all rights to non-personal statistical information collected and compiled by Clientèle Life.

## **8. HYPERLINKS AND THIRD PARTY SITES**

Clientèle Life may provide hyperlinks to web sites not controlled by Clientèle Life (target sites) and such hyperlinks do not imply any endorsement, agreement on or support for the content of such target sites. Clientèle Life does not editorially control the content, products and / or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use content available on or through target sites.

## **9. SECURITY**

- 9.1. Clientèle Life shall take all reasonable measures to secure the content of the Clientèle Life website and the information provided by and collected from Users from unauthorised access and / or disclosure. However, Clientèle Life does not make any warranties or representations that content shall be 100% secure.
- 9.2. Subject to provisions of sections 43(5) and 43(6) of the ECT Act and the requirements for a valid electronic invoice issued by the South African Revenue Service from time to time, if applicable, Clientèle Life is under no legal duty to encrypt any content or communications from and to the Users and is also under no legal duty to provide digital authentication of any pages of the Clientèle Life website.
- 9.3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Clientèle Life website or the server and computer network that support the Clientèle Life website.
- 9.4. Any person who delivers or attempts to deliver any damaging code to the Clientèle Life website, whether on purpose or negligently, shall without any limitation, indemnify and hold Clientèle Life harmless against any and all liabilities, damages, risks and losses that Clientèle Life may suffer as a result of such delivery, attempt or damaging code.
- 9.5. Users may not develop, distribute or use any device or program designed to breach or overcome the security measures of the restricted pages, products, and services on the Clientèle Life website and the right is reserved to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programs.
- 9.6. Users who commit offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for resulting liabilities, losses, destruction or damages suffered and / or incurred by Clientèle due to or related to these illegal actions.

## **10. DISCLAIMER AND LIMITATION OF LIABILITY**

- 10.1. Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, and as far as allowed by law, Clientèle Life, its owners, employees, suppliers, subsidiaries, sister companies, contractors, consultants, network operators, partners, affiliates and agents shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
  - 10.1.1. access to the Clientèle Life website;
  - 10.1.2. access to web sites linked to the Clientèle Life website;
  - 10.1.3. inability to access the Clientèle Life website;
  - 10.1.4. inability to access web sites linked to the Clientèle Life website;
  - 10.1.5. content available on the Clientèle Life website;
  - 10.1.6. services available on the Clientèle Life website;
  - 10.1.7. any other reason not directly related to Clientèle Life's gross negligence.
- 10.2. The Clientèle Life websites supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the of the User to satisfy himself or herself, prior to entering into this agreement with Clientèle Life, that the content available from

and through the Clientèle Life website meet the individuals requirements and is compatible with the User's hardware and / or software.

- 10.3. Information, ideas and opinions expressed on the Clientèle Life website should not be regarded as professional advice or the official opinion of Clientèle Life , and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Clientèle Life website.
- 10.4. Clientèle Life does not make any warranties or representation that content and services available from the Clientèle Life website shall in all cases be true, correct or free from errors. Clientèle Life shall take all reasonable steps to ensure that the quality and accuracy of content available on the Clientèle Life website.
- 10.5. Clientèle Life does not make any warranties or representations the Clientèle Life website shall be available at all times and acknowledge the Clientèle Life website may be unavailable due to updates or other causes beyond the reasonable control of Clientèle Life, including, but not limited to virus infection, power failure or other "acts of God".

## 11. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, illegal, infringing and / or harmful content available from the Clientèle Life website to Clientèle Life and Clientèle Life undertakes to correct and / or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## 12. INTERCEPTION OF COMMUNICATIONS

- 12.1. Subject to the provisions of the regulation of [Interception of Communications \(RIC\) Act 70 of 2002](#), the User agrees to Clientèle Life's right to intercept, block, filter, read, delete, disclose, and use all communications (including all data messages" as defined in the [ECT Act](#)) sent or posted by the User to the Clientèle Life website, its staff and employees.
- 12.2. The User agrees and acknowledges that the consent provided by the User in 12.1 satisfies the "writing" requirement as detailed in the [ECT Act](#) and the [RIC Act](#).

## 13. AGREEMENT AND SEVERABILITY

- 13.1. These terms and conditions constitute the entire agreement between Clientèle Life and the User and shall take precedence over any disclaimers and / or legal notices attached to any communications and / or posting received by Clientèle Life from the User.
- 13.2. Any failure by Clientèle Life to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 13.3. In the event that any terms or condition detailed herein is found unenforceable or invalid for any reason, such terms(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

## 14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and Clientèle Life agree that:

- 14.1. The User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Clientèle Life website for the first time;
- 14.2. data messages ( as defined in the [ECT Act](#)) addressed by the User to Clientèle Life shall only be deemed to have been received, if and when responded to or when receipt is acknowledged. Notwithstanding section 23(1)(b) of the [ECT Act](#), Clientèle Life shall not be deemed to have received a data message if such data messages are blocked and / or filtered and / or destroyed by Clientèle Life's content filtering and virus checking systems;

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- 14.3. data messages ( as defined in the [ECT Act](#)) addressed to the User by Clientèle Life shall be deemed to be received by the User as detailed in section 23(1)(b) of the [ECT Act](#);
- 14.4. data messages ( as defined in the [ECT Act](#)) addressed to the User by Clientèle Life shall be deemed to be sent from the location(s) as detailed in section 23(1)(b) of the [ECT Act](#);
- 14.5. data messages ( as defined in the [ECT Act](#)) addressed by the User to Clientèle Life shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa
- 14.6. electronic signatures, encryption, and / or authentication are not required for valid electronic communications between User and Clientèle Life and;
- 14.7. the User agrees and warrants that data messages that are sent to Clientèle Life from a computer, IP Address or mobile device used by or owned by the User, was sent and / or authorized by the User personally.

## **15. APPLICABLE AND GOVERNING LAW**

The Clientèle Life website is hosted, controlled and operated from the Republic of South Africa and therefore the South African Law enforced by the South African courts governs the use or inability to use the Clientèle Life website, its content, services and conditions.

## **16. LEGAL COSTS**

Clientèle Life shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.