

Terms and Conditions of Use and Privacy Policy



Your story matters



Table of Contents

Definitions. 3

Access to the Activate App 4

Privacy Policy 4

Your Acceptance and Consent 5

The Activate App account 6

Copyright..... 6

Disclaimer..... 7

Indemnity 8

Applicable law..... 8

General Terms and Conditions of Use and Privacy Policy

1. Definitions

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

1.1.1. **"Activate App"** means any online application software that is provided by or is connected with Absa Insurance Company ("AIC") that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

1.1.2. **"we", "us", "our" and "Absa"** means Absa Insurance Company Limited, all its affiliates and subsidiaries and any developers that AIC may employ from time to time.

1.1.3. **"website"** means the internet websites with the address www.absa.co.za/activate or any website with a URL that is validly registered to Absa.

1.1.4. **"you" and "your"** means the user of the Activate App and/or your legal guardian.

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

- information relating to gender, sex, marital status, national, ethnic age and birth of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignments 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. **"special personal information"**

- information relating to the race, pregnancy, ethnic or social origin, colour, sexual orientation, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, criminal history, trade union, biometric information;
- information relating to the education or the medical and financial, of 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.

2. Access to the Activate App

- 2.1. Your access to, and use of, the Activate App is subject always to the terms and conditions set out in this agreement.
- 2.2. To avoid any confusion, you agree these terms and conditions applies to your use of:
 - 2.2.1. the website;
 - 2.2.2. the Activate App;
 - 2.2.3. any third party website or mobile application licensed to us;
- 2.3. Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Activate App, your cell phone provider may depending on the type of contract you have, charge you for accessing the Activate App or for any usage of the Activate App (such as data charges, SMS charges). AIC cannot be held responsible for these charges.

3. Privacy Policy

- 3.1. Personal information refers to information that identifies or relates specifically to you, for example, your name, age and identity number or any information you use to register for the website. It includes any information about your health and wellness interests.
- 3.2. 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. If at any stage after you have given us your consent and you no longer wish for us to use or share your personal information, you may at any stage withdraw your consent.
- 3.3. You accept that we may store your personal information outside of the region or country that you may submit or use it in.
- 3.4. The current version of this privacy policy will govern the respective rights and obligations between you and AIC each time that you access and use the Activate App.
- 3.5. AIC will only disclose, collate and process your personal information with your express written permission unless we are legally required to do so.
- 3.6. By using the Activate App, registering or applying online for any AIC products or services, or contacting AIC electronically, you confirm that we may share your and your dependents and/ or beneficiaries information within the Absa Group of companies for administration and fraud prevention purposes or where required to provide Group-wide services, benefits and infrastructure to assist you in your personal or professional capacity.
- 3.7. The Activate by Absa app requires location data. With your geo-location enabled, this will allow you to receive storm notifications and view storm severity in app so that you can protect yourself and valuable possession from bad weather,.. In order to fully enjoy this benefit, you must explicitly agree, when prompted, to allow access to your location on your device. This information is confidential and is used solely for the purposes as intended by Activate and its contracted third parties.

4. Your Acceptance and Consent

- 4.1. You agree that this agreement applies to any information accessed via the Activate App, and to all sections of the Activate App. By using the Activate App, you expressly agree to the terms and conditions of this agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Activate App.
- 4.2. AIC might need certain personal and financial information from you.
- 4.3. You guarantee that all information provided by you at any time to AIC, will be true, accurate, current and correct and you undertake to update the information when required.
- 4.4. You guarantee that you have fully disclosed all facts, and agree that this agreement or any transactions related to this agreement will be void if you do not meet this requirement.
- 4.5. When you install or download the Activate App, you may be required to accept the terms and conditions of a third party supplier or vendor. While the third party's terms and conditions are independent of these terms and conditions and establish a separate legal relationship which you are bound by, you agree that the third party's terms and conditions form part of this agreement and will apply to your use of the Activate App.
- 4.6. While we have taken all necessary steps to select third parties that are aligned to our customer service requirements and value proposition, please note we have no control over such third parties products or service. We are therefore not responsible for any loss or damage you may suffer, whether directly or indirectly because of a third party's products or services or the use of such products or services. You hereby agree to indemnify us and hold us harmless for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from or that you may suffer, or cause in this regard.
- 4.7. AIC will take 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.
- 4.8. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications are in writing.
- 4.9. We may change the terms and conditions of this agreement from time to time. We advise that you familiarise yourself with this agreement regularly.

5. The Activate App account

- 5.1. If you use the Activate App, you must keep your access details (including, your user name 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 user name and password.
- 5.2. AIC may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.
- 5.3. You agree that the following actions shall be material breaches of these terms and conditions:
 - 5.3.1. signing in as, or pretending to be, another person;
 - 5.3.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others
 - 5.3.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Activate App; or
 - 5.3.4. gathering information about others without obtaining their prior written consent.
- 5.4. You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 5.5. AIC may determine certain requirements that you will need to meet when choosing a user name or password. These requirements may be changed from time to time and you may be required to update your credentials.

6. Copyright

- 6.1. All content made available on the Activate App (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to AIC.
- 6.2. Except if permitted under this or another agreement with AIC, no portion of the Activate App may be copied or transmitted via any means available now or in the future.
- 6.3. Any unauthorised use, alteration or dissemination of the information or content on the Activate App is prohibited.
- 6.4. You agree that if you breach the terms of this clause 6, AIC will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. AIC will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 6.5. Nothing on the Activate App should be regarded as granting any licence or right to use any trademark without AIC's prior written permission and/or that of any third party.
- 6.6. AIC tries to ensure that the most sophisticated technology protects the information on the Activate App. However, AIC cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Activate App. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

7. Disclaimer

- 7.1. The Activate App and all information, content, tools and materials are provided by AIC on an “as is” and “available” basis unless we inform you in writing.
- 7.2. AIC does not guarantee the operation of the Activate App or the information, content, tools or materials on the Activate App. You agree that you use the Active App at your own risk.
- 7.3. AIC does not guarantee that (i) the Activate App; (ii) the information, content, tools or materials included on the Activate App; (iii) the AIC servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. AIC will not be liable for any damages of any kind arising from your use of the Activate App or from any information, content, tools or materials included on or otherwise made available to you through the Activate App, including for direct, incidental, punitive and/or consequential damages.
- 7.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:
 - 7.4.1. 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 AIC;
 - 7.4.2. any damages caused to any device, software or any other associated product used to transact on this digital platform;
 - 7.4.3. any downtime of the system and/or transactional difficulties that might occur and/or resultant damages/losses as a result thereof suffered by the user; or
 - 7.4.4. any technical or other failures to any device or other item installed to any vehicle, or any resultant damage said installation may cause.
 - 7.4.5. any inaccurate, incomplete or inadequate information obtained from the Activate App supplied by you.
- 7.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:
 - 7.5.1. any of the events described in this paragraph or the paragraphs above your actions or omissions that result in a breach of this agreement;
 - 7.5.2. any links to other websites from the Activate App. You also acknowledge that we cannot control the content of or the products offered on those websites;
 - 7.5.3. 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 AIC in disrepute; or
 - 7.5.4. your reliance on any of the information, content, tools or materials that you obtain from the Activate App.
- 7.6. It is very important that you acknowledge and understand that the information included on the Activate App 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.

8. Indemnity

- 8.1. We make every effort to ensure that the content and information on the Activate App is complete, accurate and up to date.
- 8.2. You agree to fully indemnify AIC, its directors, and employees, the board of trustees of the scheme and the employees of the scheme, and will not hold us responsible for any claim relating to your use of the Activate App.
- 8.3. You agree to fully indemnify AIC, its directors and employees, from any errors or inaccuracies or incomplete information made available by third parties on the Activate App 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.
- 8.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Activate App may change. AIC will notify you of the important changes within a reasonable time.
- 8.5. You agree that any calculations made on the Activate App, are estimates and are meant as guidelines only.
- 8.6. Absa Insurance Company through the use of their digital platform or requirements imposed thereon or thereby, cannot be held liable:
 - 8.6.1. for any damages incurred to any device, software or any other associated product used to transact on this digital platform.
 - 8.6.2. for any downtime of the system and/or transactional difficulties that might occur and/or resultant damages/losses as a result thereof suffered by the user.
 - 8.6.3. for technical or any other failures to any device installed as required by them to any vehicle or any other item of any description, or any resultant damage that this device or installation may cause.
- 8.7. All products and services provided on the Activate App are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 8.8. You accept that some of the information, content, tools or materials on the Activate App come from external sources, and you agree that AIC will not be held liable, for any information or content, received from these external sources.
- 8.9. The website may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third-party websites are not under AIC's control and AIC 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.
- 8.10. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

9. Applicable law

- 9.1. By accessing and using the Activate App, you agree that the laws of the Republic of South Africa will govern this agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this agreement.
- 9.2. If any provision of this agreement is found to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this agreement.

Terms and conditions apply
Absa Insurance Company Limited, an insurer licensed to conduct non-life insurance business and an authorised
financial services provider (FSP 8030). Registration number 1992/001737/06.