User Agreement

1. Definitions

In this User agreement, the words below have the following meanings assigned to them:

"we", "us", "our" and "Finlife" means Finlife Brokers
"website" means the internet set with "Finlife" in the address
"you" and "your" means the user of the website.

2. Your Consent

Your use of the Finlife website is subject to the conditions set out below. These conditions may change from time to time so please familiarise yourself with this agreement regularly. The latest version of the User agreement applies each time that you visit our website.

3. Warranties

- You warrant your identity (i.e.: you are who you say you are) and that you can prove your identity should we require you to do so.
- Finlife Brokers reserves the right to refuse to provide services to you if we are unable to verify or authenticate any information you provide to us.
- You will keep your login name and password confidential and you will not divulge your login name or password to anyone nor allow others to use them. (Only applicable to Policy holder servicing)
- Any use of the login name and password by any person shall be deemed to be use by you.
- (Only applicable to Policy holder servicing).
- We will not ask you to disclose your password in an unsolicited phone call or written correspondence. (Only applicable to Policy holder servicing).

4. Full disclosure of all relevant facts

- You guarantee that all information you provided at any time to Finlife Brokers via this website, in writing, or to the staff servicing our call centres, will be true and correct.
- You guarantee that you have fully disclosed all material facts. Any breach of your contractual duties under this agreement may lead to the contract or any transactions arising from the contract being rendered void.
- Finlife Brokers will need certain personal and financial information from you. It is in your best interest to keep the information up-to-date and accurate.

5. Electronic transactions, communication and records

- You accept the risk of choosing electronic communication as the channel to be utilised by the parties. You authorise Finlife Brokers to act on the information that you send electronically. You further agree that all records will be stored electronically by Finlife Brokers and such electronic record will constitute conclusive proof of the contents of such record, unless you prove otherwise.
- Any email sent to you will be deemed to have been received by you upon dispatch by Finlife Brokers.
- We take all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security of any information you transmit to us online and you do so at your own risk. Finlife will not be liable for any loss or damage that you may suffer as a result of interception by unauthorised parties and any unlawful and unauthorised activities.

6. What do we do with the information we collect?

- Your right to privacy and protection of personal information is important to us.
- Finlife Brokers is committed to keeping your information confidential. We will use it to personalise your experience, service your policy, and to directly communicate with you.
- We will disclose information when required to do so:
  1. by any regulatory authority (like the Financial Services Conduct Authority) and the regulators they appoint for the various financial sectors
  2. by any stock exchange and its related clearing house
  3. to comply with any regulation passed under the relevant legislation, or any legal process.
  4. to protect and defend Finlife Brokers' rights and property (including Finlife Brokers' intellectual property)

7. Parties other than Finlife also collect information

- Some advertisers or websites that have links on our website may collect personal information about you when you access or use their links. Although we try to only link to trustworthy parties or systems, we do not control the collection or use of such information. This document does not apply to these websites and their advertisers.
- We do not give any warranty about any other website, software or hardware, including their security or performance.

8. Our intellectual property

- This website is the property of Finlife Brokers. The website, the intellectual property and all software are protected by copyright. All rights in the Finlife and Finlife Brokers trademarks, computer code, logos and other graphics, tools, calculators and devices remain the sole property of Finlife Brokers. Our software or data may not be decompiled, reverse-engineered, or disassembled, or used in any manner whatsoever.
- You may view content and copy it onto a computer or other device or storage and you may print and make paper copies if
    i). it's not used for commercial purposes;
    ii). you must attach our intellectual property notice to the copy of the content from the website.

9. Disclaimer

- Finlife Brokers' is committed to providing you with the best possible service. However, we are not responsible for loss or damage suffered as a result of:
- 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 control of Finlife Brokers.
- Any negligent act or omission by Finlife Brokers.
- Inaccurate or inadequate information obtained from the website;
- inaccurate information supplied by you.
- Your actions or omissions that result in a breach of this agreement.
- Links with other websites over which we cannot control the content of or the products offered on those websites.
- A denial of access to the website should we believe that you are conducting activities that are illegal, abusive, attack the integrity of the site or put Finlife Brokers in disrepute.
- The reliance on the information obtained from this website.
- Any loss or damage to personal information caused directly or indirectly by power failure, technical problems, unlawful acts, any harmful computer programme.
- Any investment decision based on any information on our website; or
- Any event which we have no control over.
- The information contained in this website is not to be construed as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult your financial adviser should you require advice.
- Loss or damage as referenced in this agreement includes but is not limited to direct, indirect, special, incidental, consequential loss.

10. Indemnity

- While Finlife Brokers makes every effort to ensure that the information is accurate and up to date, Finlife Brokers makes no representations or warranties about the suitability of the products that appear nor about the soundness of the content on the website.
- All information, including products and services or any terms or conditions pertaining to them, is subject to change at any time.
- All calculations made on the website are approximations, are meant as guidelines only and should be confirmed before relying on them.
- Finlife Brokers is not responsible for any defects in, malfunctions of, or inaccuracies in the performance of any calculators used in the calculations.
- All services provided via this website are subject to confirmation at the time of the finalising of any transactions.
- Some of our information is derived from external sources. We are not responsible for the incorrect information received from these external sources.

11. Permission to linking to our website

- No one may create a link or reference to our website without first obtaining our written consent to do so.

12. Hardware and software

- We do not warrant that any file, download or application available on the website is safe to use on any computer. We cannot guarantee that our website contains no software or data that can negatively affect a computer system such as viruses and other malicious software.

Finlife Privacy and Security Notice

Your right to privacy and security is very important to us. Finlife Brokers and its subsidiaries, (Finlife, we, us, our) treat personal information as private and confidential.

How and why we collect personal information

- We collect personal information for the purposes set out in this notice or otherwise communicated to you.
- We collect personal information directly from you when you purchase our products, contact us directly or provide information through this website.
- We may collect from and share your personal information with selected third parties to ensure we meet our responsibilities as a licensed long-term insurer and authorised financial services provider. These third parties may include, but are not limited to:
    - Regulatory bodies
    - Financial Advisers and other intermediaries
    - Member companies of the Standard Bank Group
    - Credit bureaus
    - Other insurers or authorised financial services providers for prevention of fraud
- We collect personal information from and about you for the following purposes, but not limited to:
    - Assess your individual requirements accurately
    - Deliver effective and personalised services to you that comply with applicable regulations.
    - Carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services)
    - Tell you about services and products available within the Group
    - Constantly improve our offerings to suit your unique needs
    - To verify and protect your identity
    - Conduct credit checks
    - Regulatory reporting
    - Comply with relevant regulatory requirements, including monitoring and analysing your account for credit, fraud, compliance and other risk-related purposes as required by law.
    - As otherwise allowed by law

Without your personal information, we may not be able to provide or continue to provide you with the products or services that you need.

Transfer across borders

- Sometimes we will process your personal information in other countries, either to carry out your instructions or for ordinary business purposes.
- These countries may not have the same level of protection. We will only process your personal information with your consent. If necessary, we will ask the party to whom we transfer your personal information to agree to our privacy principles, associated policies and practices.

Storage

- We store personal information as required by law.
- Our use of technology to follow your use of our website
- We collect and examine information about visits to this website. We use this information to find out which areas of the website people visit most. This helps us to add more value to our services. This information is gathered in such a way that we do not get personal information about any individual or their online behaviour on other websites.

Cookies

- We use cookie technology on some parts of our website.
- A cookie is small pieces of text that are saved on your Internet browser when you use our website.
- The cookie is sent back to our computer each time you visit our website. Cookies make it easier for us to give you a better experience online.
- You can stop your browser from accepting cookies, but if you do, some parts of our website or online services may not work. We recommend that you allow cookies.

Marketing by post, email or text messages

- If you give us permission, we may use your personal or other information to tell you about products, services and special offers from us or other companies that may interest you.
- We will do this by post, email or text message (SMS). If you later decide that you do not want us to do this, please contact us and we will stop doing so.
- This may be done by phoning our customer servicing centre on 016 950 1200 or contacting your financial adviser.

Third parties

- We ask other organisations to provide support services to us. When we do this, they have to agree to our privacy policies if they need access to any personal information to carry out their services.
- Our website may contain links to or from other websites. We try to link only to websites that also have high standards and respect for privacy, but we are not responsible for their security and privacy practices or their content. We recommend that you always read the privacy and security notices on these websites.

When we may reveal personal information without consent

- We will not reveal personal information to anyone outside Finlife or certain of our service providers without your permission, unless:
  - we must do so by law or in terms of a court order
  - it is in the public interest
  - we need to do so to protect our rights
  - there is a legitimate purpose for the sharing.

Our security practices

- We are committed and obliged to implement all reasonable controls to safeguard access to your personal information.
- Where third parties are required to process your personal information in relation to the purposes set out in this notice and for other legal requirements, we ensure that they are contractually bound to apply the appropriate security practices.
- All use of our website and transactions through it are protected by encryption (secret codes) in line with international standards.
- We may share with or receive personal information from parties as set out above, where these parties reside outside of the Republic of South Africa.
- We use Google reCAPTCHA to protect our website from spam and abuse. reCAPTCHA is subject to the Google Privacy Policy and Terms of Service. By using reCAPTCHA, you agree to the terms and conditions as set by Google.

Your rights

- In terms of PoPIA, you have the right to object to the processing of your personal information, however if you have a product with us we are required to process your personal information in terms of certain laws and in order to provide you with the product and service the product.
- You may contact us to update, correct or delete your personal information, unless the law requires us to keep it.
- If you believe that we have used your personal information contrary to this Privacy Statement you may lodge a complaint with us internally by contacting us on fininfo@finlife.co.za In terms of PoPIA, you have the right to lodge a complaint with the Information Regulator.

Your right to access information

- You have the right to request access to the personal information we process about you. You may exercise this right by following the Promotion of Access to Information (PAIA) manual, available on the website.
- If you have any questions regarding this, please let us know on fininfo@finlife.co.za .

Privacy and security statements that apply to specific online services

- Different online services or businesses of Finlife may have their own privacy and security policies because the service or product they offer may need different or extra policies. These specific policies will apply to your use of the particular service where they are different from our general policies.
- Personal use of emails and notice about checking on emails
  - Our communication and information systems are for business use. However, we realise that our employees occasionally use our systems for personal use. Personal use includes sending or receiving personal emails within or outside Finlife. We do not accept responsibility for the contents of personal emails sent by our employees using our systems. Please note that we may intercept, check on and delete any communications created, stored, sent, or received using our systems, according to any law that applies.
- Right to change this privacy and security notice
  - We may always change this privacy and security notice. We will put all changes on our website. The latest version of our privacy and security notice will replace all earlier versions of it, unless it says differently. Email us on fininfo@finlife.co.za if you have any questions about this privacy and security notice.

Promotion of Access to information act

- The promotion of Access to information act (PAIA) was passed in order to give effect to the constitutional right of access to information held by a public or private body for the exercise or protection of any right.
- Finlife Brokers, including all wholly or partially owned subsidiaries and associated juristic persons (hereinafter referred to as "Finlife") is a private body as defined in the Act. Finlife is bound by this Act and shall process any request made in terms thereof.

Right of access to information

- The promotion of Access to information act was passed in order to give effect to the constitutional right of access to information held by a public or private body for the exercise or protection of any right.
- A requester must be given access to any information record of Finlife if all the following requirements are met:
  - The record is required for the exercise or protection of any right of the individual.
  - The requester meets the procedural requirements of the act relating to a request for access to an information record.
  - The request falls outside any of the grounds of refusal contemplated in the act.

Finlife clients

- All Finlife clients are allowed access to their own information without having to use the request for access to information procedures as set out in the Promotion of access to information act, including, but not limited to:
  - Policy documents
  - Account information
  - Personal records
  - Voice recordings
- All Finlife clients should contact the relevant call centre or department to request access to their own information without having to use the request for access to information procedure. Please note that there may be administration costs associated with retrieval of certain types of information records.
- Any Finlife client who wishes to be given access to information that is deemed to belong to Finlife or any of its other clients must follow the request for access to information procedure (Request procedure).

Request procedure

- The following procedure is applicable to requests for access to information in terms of the act:
- The requester must complete in full the prescribed request form and send that to the Group Privacy Officer
- Where required to do so by the Group Privacy Officer, the requester must deposit a prescribed fee to ensure that processing takes place (The requester will be notified where the Group Privacy Officer requires a deposit)
- The prescribed fee, where applicable, as provided for in paragraph 9.2 of the PAIA manual, must be paid and proof of payment (e.g. copy of deposit slip) submitted following your request (Please ensure that you use the following reference for your deposit or we will not be able to identify it as belonging to you: "PAIA" followed by your initial(s) and surname e.g. If your initials and surname is JR Smith, you must use PAIA JR Smith as your reference).
- If you qualify for exemption of the payment of any fee, please state the reason for exemption

- The completed request form and proof of deposit must be sent to:
- Particulars of Finlife (or Division of Finlife)

Group Privacy Officer
Impendo Building
12 Hertz Boulevard
Vanderbijlpark
1911
South Africa

Tel: +27 16 950 1200

E-mail: fininfo@finlife.co.za

Upon receipt of the request form and proof of deposit, Finlife:

- Assess the request form to ensure completeness
- Confirm receipt of the request fee
- Process the request if it meets the procedural requirements of the act
- Notify a third party where applicable
- Decide whether to grant or deny the request
- Let the requester know of the decision
- Notify the requester about the payable access fee if the request is granted
- Release the requested information record to the requester upon confirmation of receipt of the payable access fee
- Finlife must process a request that meets the procedural requirements within 30 (thirty) days of receipt thereof. Finlife shall inform the requester in writing of any extension of the period to deal with a request.

Contact person
All requests for information must be directed to the following address:

Group Privacy Officer
Impendo Building
12 Hertz Boulevard
Vanderbijlpark
1911
South Africa

Tel: +27 16 950 1200

E-mail: fininfo@finlife.co.za