

RIVERPORT USER AGREEMENT AND GENERAL TERMS AND CONDITIONS

1 Definitions

- 1.1 'site' means collectively our site/s and the Group Applications;
- 1.2 'you / your' means the user of this site;
- 1.3 'we / us / our / the Group' means Riverport Proprietary Limited and any of its subsidiary companies.

2 Introduction

- 2.1 These Terms and Conditions written on this site shall manage your use of this site, any applications of the Group and any third party site or mobile application licensed to the Group. and application.
- 2.2 These Terms will be applied fully and affect your use of this Site. By using this Site, you agreed to accept all terms and conditions written in here. You must not use this Site if you disagree with any of these Site Standard Terms and Conditions.
- 2.3 Minors or people below 18 years old are not allowed to use this Site or our services.

3 Use subject to these Terms and Conditions

- 3.1 Your access, browsing and use of this site is governed by these terms and conditions. By accessing and browsing this site you agree that you will be bound by these terms and conditions from the time when you first access this Site and to any amended terms and conditions from the first time that you access the Site subsequent to amended terms and conditions becoming effective.
- 3.2 If you do not agree to these terms and conditions, you must immediately cease your browsing of this site. By continuing to browse or use the site after any amended terms and conditions become effective, you agree to be bound by the amended terms and conditions.
- 3.3 You warrant that all information you provide to us, including but not limited to your email address and contact numbers, will be correct.

4 Third Parties

- 4.1 This site may contain hyperlinks to sites owned and / or operated by third parties and / or display advertisements of third parties. We are not responsible for the content of such sites or advertisements and do not endorse or approve the contents thereof. The fact that a site or advertisement is linked to this site does not imply that we sponsor, endorse or is affiliated or associated with the entity that owns or is responsible for the third party site or advertisement. Consequently, we are not liable for the operation and content of any third party sites or advertisements that may be linked to this Site (regardless of whether or not a link has been permitted by us).

5 Intellectual Property Rights

- 5.1 All content made available on the Site (including but not limited to logos, graphics, images, button icons software, data compilations, text) belongs to the Group.

- 5.2 Except if permitted by us under this agreement or another agreement no portion of the Site may be copied or transmitted via any means available now or in the future.
- 5.3 Nothing on this Site grants a license or right to use any trademark without our prior written permission.
- 5.4 Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.
- 5.5 The Group cannot be held responsible for any consequences that may result from the unlawful breaches of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, contact us immediately to address the instance.

6 Restrictions

- 6.1 You are specifically restricted from all of the following:
 - 6.1.1 Using the Site for any illegal activity;
 - 6.1.2 publishing any Site material in any other media;
 - 6.1.3 selling, sublicensing and/or otherwise commercializing any Site material;
 - 6.1.4 publicly performing and/or showing any Site material;
 - 6.1.5 using this Site in any way that is or may be damaging to this Site;
 - 6.1.6 using this Site in any way that impacts user access to this Site;
 - 6.1.7 using this Site contrary to applicable laws and regulations, or in any way may cause harm to the Site, or to any person or business entity;
 - 6.1.8 engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Site;
 - 6.1.9 using this Site to engage in any advertising or marketing.
- 6.2 Certain areas of this Site are restricted from being accessed by you and we may further restrict access by you to any areas of this Site, at any time, in its absolute discretion. Any user ID and password you may have for this Site is confidential and you must maintain confidentiality as well.

7 No warranties

- 7.1 This Site is provided “as is,” with all faults, and we express no representations or warranties, of any kind related to this Site or the materials contained on this Site. Also, nothing contained on this Site shall be interpreted as advising you.
- 7.2 We do not warrant that any digital application of the Site will be compatible with your mobile device.
- 7.3 We do not warrant the correct functioning, or the correct results being provided to you by the Site. This includes, but is not limited to, the Site providing you with incorrect data or information.
- 7.4 We do not warrant the response of any third party service providers, nor do we warrant the quality of their service, the reaction time or if such service provider will respond to you at all.

- 7.5 We do not warrant that the service will be available to you at all times.
- 7.6 The service is subject to normal constraints of the respective carriers of data or radio signal and information – we can, for example, not be held liable for voice calls that fail or do not connect, for late or non-delivery of any data whether SMS, IP-data and so on.
- 7.7 The use of the Site carries inherent risk – you agree to such risk and we have no liability of whatever nature if you use the Site, or any component thereof.

8 Indemnification and Limitation of liability

- 8.1 We expressly disclaim all liability for any direct, indirect or consequential loss or damage occasioned by your accessing and browsing of the site or your inability to access and browse this Site, or whether caused directly or indirectly by inaccuracies, defects, errors (whether typographical or otherwise), omissions, out of date information or for any other reason, even if such loss was reasonably foreseeable and we had been advised of the possibility of the loss occurring.
- 8.2 Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.
- 8.3 You agree to indemnify us and hold us harmless, our employees, subcontractors, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs, made by any third party and arising out of or in connection with your use of or access, browsing or use of this site.
- 8.4 You hereby indemnify the Group to the fullest extent from and against any and / or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

9 Severability

- 9.1 If any provision of this user agreement is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

10 Variation of Terms

- 10.1 We are permitted to revise these general terms and conditions at any time as we see fit, and by using this Site you are expected to review these general terms and conditions contained in this user agreement on a regular basis.

11 Assignment

- 11.1 We are allowed to assign, transfer, and subcontract our rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under this user agreement.

12 Entire Agreement

- 12.1 These Terms constitute the entire agreement between you and us in relation to your use of this Site and supersede all prior agreements and understandings.

13 Applicable law

- 13.1 By accessing and using this 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.

14 General

- 14.1 Your right to use this Site may be revoked at any time and you will have no claim against anybody in such event, nor will you dispute the legality of such actions or question the facts that lead to such a decision.
- 14.2 We reserve the right, at our sole discretion, to change, update, and modify the offering of this Site including the removal of certain services at any time.
- 14.3 You will be notified by email, SMS or push notification should you no longer qualify to receive additional, profile dependent services due to (a) a change in your relationship with us or a third party service provider or (b) where a third party service provider chooses, at their sole discretion, to terminate their relationship with us for whatever reason.
- 14.4 This Site is currently for use within The Republic of South Africa only.

RIVERPORT PRIVACY POLICY

15 Protection of Personal Information

- 15.1 Any personal information which may be provided to us through this Site will be processed in accordance with the Protection of Personal Information Act 4 of 2013.

16 General principles

- 16.1 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 of our products or services, or when you contact us electronically.
- 16.2 When you engage with us, you trust us with personal information about yourself, your dependents, your beneficiaries and your employees.
- 16.3 You have the right to object to the processing of your personal information, however, in doing so we will not be able to provide you with services such as activating and servicing your policy and benefits where applicable.

17 How do we collect your personal information

- 17.1 When you complete an application, contact us electronically or use this site and services, products, facilities or tools offered by the Group, we collect your personal information.
- 17.2 Personal information can also be collected from other sources. Where personal information is shared with a third party, we will not be responsible for any loss suffered by you, your dependents, your beneficiaries or spouse or employees.
- 17.3 We will process personal information of a spouse and dependent when they are included for the activation of a policy or benefit and to pursue their legitimate interest.

18 Use and sharing of your personal information

- 18.1 You consent that we may process your personal information for all purposes that relate to this Site and the products, facilities, tools, services or utilities offered on this Site as is necessary for us to assist you with your exact need.
- 18.2 You consent that we may share your personal information with the Riverport Group Companies where applicable and to the appropriate extent for administration, fraud prevention and the provision of our services, benefits and infrastructure to assist you in your personal or professional capacity.
- 18.3 You confirm that we may share or combined your personal information for market, statistical and academic research and to customize our benefits and services to meet your needs.
- 18.4 Your privacy is important to us and we will not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent.
- 18.5 You consent that we may transfer your personal information outside South Africa where services are administered, for example, cloud services or you provide an e-mail address that is hosted outside South Africa.
- 18.6 Any subsidiary of the Riverport Group of Companies and contracted third party service provider may communicate with you about any offers and new products that we have a duty to update you on as it becomes available from time to time.
- 18.7 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. You agree that we may communicate with you regarding these.
- 18.8 Should you not wish to receive any direct telephone marketing or direct electronic marketing from us, inform us accordingly.

19 Protection of your personal information

- 19.1 We value the personal information that you provide and will take appropriate, reasonable and technical steps to protect your personal information from loss, misuse or unauthorized alteration.
- 19.2 When you use the products, services, facilities, tools or utilities provided by us on the Site, you may be given an policy number, username, password and/or personal identification number (PIN). You must always keep your username, password and/or PIN a secret and ensure that you do not disclose it to anyone.

20 Accuracy of personal information

- 20.1 You have an obligation to notify us should any of your personal information change from time to time or no longer be valid.
- 20.2 You have a right to know what personal information we hold about you. You can complete the form to request access to such information as contained in our PAIA Manual.

20.3 You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it or dispose thereof.

21 Third parties

21.1 The Group does not exercise control over the privacy policies of third parties.

21.2 We may enter into arrangements with our partners and other third party suppliers in order for them to provide services to you. Those arrangements may require us to disclose your personal information to them, whether in person or by means of an application.

21.3 If a third party asks us for any of your personal information, we will share it with them only if:

21.3.1 you have already given your consent for the disclosure of this information to that third party; or

21.3.2 we have a legal or contractual duty to give the information to that third party.

21.4 If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with the third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of the Privacy Policy will continue to apply.

21.5 If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us.

22 Amendments to this policy and applicable law

22.1 We may amend this privacy policy at any time. We recommend you familiarize yourself with this policy on a regular basis.

22.2 The most updated version of this policy will govern the respective rights and obligations between you and Riverport Group Companies each time that you access this Site.

22.3 This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy statement.