

1. DEFINITIONS

1. In these Terms and Conditions the following words and expressions shall have the following meaning:
 - 1.1. "**Clientèle**", "**we**", "**us**" and "**our**" refers to Clientèle Limited, registration number 2007/023806/06, including all of our subsidiaries;
 - 1.2. "**you**", "**your**" or "**yourself**" refers to the person using the website;
 - 1.3. "**website**" means the web page located at www.estatepreservationplan.co.za; and
 - 1.4. "**electronic communication**" shall have the meaning assigned thereto in the Electronic Communications and Transactions Act, 2002.
- 1.2. Please read these Terms and Conditions carefully as they govern the use of our website and any information which you may obtain from our website.
- 1.3. By using our website you are agreeing to accept these Terms and Conditions. If there are any Terms and Conditions which you do not wish to accept you should immediately exit this website and refrain from making use thereof.
- 1.4. We may, in our sole discretion, choose to update and/or amend these Terms and Conditions from time to time in which case the updated Terms and Conditions will apply to our website and your use thereof. Please make sure that you visit this page of the website regularly to familiarise yourself with any updated and/or amended Terms and Conditions.

2. WEBSITE CONTENT

- 2.1. Information contained on this website is intended to serve as general information on the chosen subject(s) only and not as an exhaustive treatment of those subjects.
- 2.2. Unless expressly indicated to the contrary, calculations and/or prices displayed on this website are approximations only and are intended as guidelines.
- 2.3. Subscribing to any service or buying any product through this website is, in addition to these Terms and Conditions, subject to such relevant service's and/or product's specific terms and conditions as well as applicable legislation.
- 2.4. Links to third party websites are provided for convenience only and may be discontinued at any time. The fact that Clientèle provides a link to a third party website does not mean that we endorse, authorise or sponsor that website nor that Clientèle is affiliated to such website's owners or sponsors.
- 2.5. The information provided on this website is not, nor must you regard it as, financial, legal, health, tax or investment advice. Before making any decision or taking any action based on any information displayed on this website it is recommended that you first seek appropriate professional advice.

3. USE OF WEBSITE

- 3.1. Unless expressly indicated to the contrary, all information, products and/or services displayed on, or accessed through, this website is for your personal and non-commercial use only.
- 3.2. You may not use our website or any of the products or services that we offer:
 - 3.2.1. for harmful purposes (such as causing annoyance, inconvenience, harassment or anxiety to others);

- 3.2.2. for unlawful or illegal purposes (such as exploitation or purposes that may create a privacy or security risk to any person);
- 3.2.3. to disclose, share or publish any material that may be offensive, defamatory, may violate or infringe the rights of others, is false, misleading, obscene, indecent, pornographic, discriminatory, oppressive, racist, sexist, bigoted, abusive and/or threatening, constitutes hate speech or contains foul, threatening or offensive language, promotes any harm or illegal activities or which may have the effect of causing embarrassment or injury to us;
- 3.2.4. for the purpose of impersonating any person;
- 3.2.5. to collect or obtain any personal information about other users; or
- 3.2.6. to create, store or send any unsolicited communications to any person.

4. ELECTRONIC COMMUNICATION

- 4.1. By using our website you agree to receive communications from us electronically and accept all risks associated therewith.
- 4.2. If you send any information to us electronically you agree that we can act on, and rely on, such information. The onus rests on you to ensure that we do receive all electronic information that you send to us.
- 4.3. If we need to send you any agreements, notices or other communications you agree that we may send same electronically and you furthermore agree that such agreements, notices or other communications will constitute communications in writing.
- 4.4. By using our website and submitting information to us electronically you agree to us having the right to store such information.
- 4.5. Although we take great care to protect information received from you electronically we cannot guarantee the safety and privacy of such information and you are accordingly advised that all information sent to us electronically is done so entirely at your own risk.
- 4.6. Electronic communication sent to us shall only be regarded as received if and when we acknowledge receipt of same in writing. If any electronic communication sent to us is blocked, filtered and/or destroyed by our content filtering and virus checking systems we shall not be regarded as having received such electronic communication.
- 4.7. By using this website you agree that we may intercept, block, filter, read, delete, disclose and use all communications that you send to us electronically, subject to the provisions of the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002.

5. OFFER TO DO BUSINESS

- 5.1. Unless expressly indicated to the contrary, nothing on this website shall constitute an offer for the sale or provision of any service or product.
- 5.2. If you choose to use the information displayed on this website to subscribe for or purchase any service or product from Clientèle your request to do so shall be regarded as an offer to do business with us which offer in turn may, in our sole discretion, be accepted or rejected. No acceptance of an offer from you to purchase a product or subscribe for a service will be valid and binding on us unless confirmed, in writing, by a duly authorised representative of Clientèle.

6. FULL DISCLOSURE

- 6.1. You warrant that all the information you provide to us *via* this website is true, accurate, current and correct and you undertake to update such information as and when required.
- 6.2. You acknowledge that any untrue, inaccurate and/or misleading information supplied to us *via* this website may lead to the cancellation or suspension of the relevant service(s) and/or product(s).

7. PRIVACY POLICY

- 7.1 We recognise the importance of protecting your personal information and your right to having your personal information kept private. This Policy relates to the collection and use of personal information that you may supply to us through your use of the website and governs the manner in which your personal information will be dealt with.
- 7.2. We define personal information as all information specific to yourself (e.g. your name and surname, identity number, contact details, health status etc.) that is provided to us *via* the website. This includes, but is not limited to, personal information that is provided to us in the course of our business or while obtaining an online quotation.
- 7.3. The reason for our collection of your personal information is to enable us to provide you with adequate insurance cover based on your own risk profile and to ensure that we have the correct and most up to date information.
- 7.4. We highly regard your right to privacy of personal information and accordingly confirm that we will only use your personal information to the extent required in the normal course of business and to provide you with services and/or products that you have requested or shown an interest in. We may also use your personal information for direct marketing purposes.
- 7.5. We do not and will not sell or provide your personal information to third parties for independent use. We may, however, share your personal information with third party intermediaries and/or business partners to the extent that such information is needed to provide you with products and/or services that you have requested or shown an interest in.

8. NO WARRANTIES

- 8.1. Whilst we take great care to ensure that the information published on this website is correct, complete, accurate and up-to-date we do not provide any warranties in respect of such information and we are not responsible for any inaccuracies or errors contained in such information.
- 8.2. This website and all information, content, tools and materials contained thereon, or linked thereto, is provided on an “*as is*” and “*as available*” basis.
- 8.3. We do not guarantee that this website, the information, content, tools or materials included on the website, our servers or any electronic communication sent by us is free from viruses or other damaging components.
- 8.4. We will not be liable for any damages of whatsoever nature arising from your use of this website or from any information, content, tools or materials included on, or otherwise made available, through this website including direct, incidental, punitive and/or consequential damages.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All content made available on this website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) as well as the compilation thereof belongs to Clientèle and is protected by South-African copyright laws.

- 9.2. Except if expressly permitted in terms of these Terms and Conditions or another written agreement with Clientèle, no portion of this website may be copied or transmitted *via* any means whatsoever.
- 9.3. Any unauthorised use, alteration or dissemination of the information or content on this website is prohibited.
- 9.4. Nothing on this website should be regarded as granting any license or right to use any Clientèle trademark without our prior written permission.
- 9.5. Clientèle does not accept liability for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off this website. 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.

10. NO LIABILITY

- 10.1. **By using our website, you agree to indemnify us, our shareholders, employees, suppliers, group companies, contractors, consultants, network operators, partners, affiliates and agents in respect of any claims, costs (including legal costs), expenses, loss, liabilities, damages (whether direct or indirect damages), demands, actions or other legal proceedings arising from or as a result of:**
 - 10.1.1. accessing our website or any third party website;
 - 10.1.2. your inability to access our website or any third party website;
 - 10.1.3. any decisions that you make based on the information published on our website;
 - 10.1.4. your use of our website or any tools contained on our website or your reliance on any information on the website;
 - 10.1.5. the submission by you of any personal information on the website or the sending of any personal information by you to us or by us to you;
 - 10.1.6. any steps that we take on your behalf, where you asked or instructed us to do so;
 - 10.1.7. any errors or inaccuracies contained in any information that you have provided to us, or contained in any information published on our website;
 - 10.1.8. the use by any third party of our website, using your website access details (username and password);
 - 10.1.9. the breach of any intellectual property rights arising from your use of our website;
 - 10.1.10. any interruption, delayed or failed transmission experienced in using our website;
 - 10.1.11. any viruses that may corrupt your computer or system as a result of your use of our website; or
 - 10.1.12. your failure to abide by these Terms and Conditions.

11. ELECTRONIC SCAMS

- 11.1. If you receive an unsolicited email that appears to be from Clientèle and that requests you to provide personal information (e.g. your credit card number, banking details etc.) or that asks you to verify or confirm your personal information by clicking on a link, it is most likely that such email was sent by an unauthorised third party trying to scam you.

11.2. Clientèle will never ask for this type of information in an unsolicited email and we strongly recommend that you **do not** respond to these emails nor click on any such links.

12. JURISDICTION AND APPLICABLE LAW

By accessing and using this website you agree that the laws of the Republic of South Africa will govern these Terms and Conditions and you consent to the exclusive jurisdiction of the North-Gauteng High Court in respect of any dispute which may arise from these Terms and Conditions or your use of the website.