

Privacy Policy and Terms of Service

This End-User License Agreement (Agreement) is between you, the end user (either an individual or an entity) (You), and Customer Loyalty Consultants ([company]). The Agreement authorizes you to use the Software specified in clause 1 below, which may be downloaded from (company) Web site, sent to you by electronic mail, or supplied from any other source under the terms and conditions set forth below. This is a license agreement and not an agreement of sale. [Company] will own the Software at all times.

Read this Agreement carefully before installing, downloading, or using the Software. By clicking on the [I Accept button - confirm] while installing, downloading, and/or using the Software, you agree to the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, promptly click the [I Do Not Accept button - confirm] and cancel the installation or downloading.

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SOFTWARE.

1. SOFTWARE

1.1 As used in this Agreement, the term Software means, collectively:

- (i) Help247 app that uses your device's camera, and needs access to your images / gallery;
- (ii) all the contents of the Software under this Agreement, including the object code form of the Software; and
- (iii) upgrades, modified versions, updates, additions, and copies of the Software, if any, in respect of which the rights in clause 2 are granted to You under this Agreement.

2. GRANT OF RIGHT OF USE

2.1 [company] grants to you a non-exclusive, non-transferable right to download and install the Software on a single mobile device that you control and to use the Software in object code form.

2.2 You

- (i) accept the right granted to you in terms of clause 2.1 above;
- (ii) are authorized only to use the Software for Your own purposes and shall not exploit it for commercial gain under any circumstances whatsoever; and



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(iii) acknowledge that You obtain no rights of ownership in the Software whatsoever.

3. USE OF THE LICENCE

3.1 The Software permits You to

- (i) download and view Your insurance policy;
- (ii) update Your personal details on Your insurance policy
- (iii) lodge a claim in respect of Your insurance policy;
- (iv) request a change in insurance cover; and
- (v) send panic notifications using a panic button on the app

3.2 Notwithstanding the capability of the Software detailed in clause 3.1 above, You know, understand and agree that the Software is intended for information and data transfer purposes only and no request or any other information, submitted by means of the Software to (company) shall be valid or effective until (company) provides an updated Policy Schedule or written acceptance of your claim to You. (Company) reserves the right to accept or reject any request or claim submitted by you by means of the Software in its sole and absolute discretion for any reason whatsoever.

4. RESTRICTIONS ON LICENCE

4.1 You shall not

(i) except to the extent as may be permitted by law, modify, translate, correct any error, defect or operating anomalies or create derivative works based on the Software, nor reverse assemble, decompile or reverse engineer the Software, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Software or any files contained in or generated by the Software, nor shall You permit, whether directly or indirectly, any third party to do any of the foregoing; or

(ii) sell, lease, encumber, sublicense, lend, transfer or assign the Software to any other third party; or .

4.2 You may make one copy of the Software as an archival backup copy, provided your archival backup copy is not installed or used on any device. You hereby agree to keep such copy under safe custody. Any other copies you make of the Software are in violation of this Agreement.

4.3 You agree that you shall only use the Software in a manner that complies with all applicable laws in the jurisdiction in which you use the Software, including, without limitation, applicable restrictions concerning copyright and other intellectual property rights.



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5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Software and all rights, including, without limitation, intellectual property rights therein, are owned by (company) and/or its licensors and affiliates and are protected by international treaty provisions and all other applicable national laws of the country in which it is being used. You acknowledge that you obtain no intellectual property rights whatsoever in the Software. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of (company) and/or its licensors and affiliates. You must not copy the Software, except as set forth in clause 3. You undertake not to remove, delete or obscure any copyright or proprietary notices or confidentiality notices on or in the Software. Any copies which you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on the Software.

5.2 You will notify (company) of any claim which may be made alleging that the Software infringes the intellectual property rights of a third party as soon as You become aware of any such actual or potential claim. You shall immediately bring to the attention of (company) any infringement or suspected infringement by any third party of any of the intellectual property rights in the Software of which You are aware and shall at the request and expense of (company) take such action or assist (company) in taking such action as (company) may deem appropriate to protect its intellectual property rights.

6. COMMENCEMENT AND TERMINATION

6.1 This Agreement is effective from the first date you download and install the Software. You may terminate this Agreement at any time by permanently deleting, destroying, and returning, at your own costs, the Software, all backup copies, and all related materials provided by [company].

6.2 [company] may automatically and immediately terminate the license granted hereunder without notice if you fail to comply with any provision of this Agreement.

6.3 [company] may, on 30 days' notice, terminate the license granted hereunder for any reason.

6.4 In the event of termination of this license for any reason, You must immediately delete, destroy, or return at Your own cost, the Software, all backup copies, and all related material to [company].

6.5 In no event shall You be entitled to any refund or credit for termination of the license for any reason.

7. DISCLAIMER

7.1 YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER (company), ITS



LICENSORS OR AFFILIATES, NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS. THE SOFTWARE HAS NOT BEEN WRITTEN TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THERE IS NO WARRANTY

BY [company] OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM IT.

8. LIMITATION OF LIABILITY

8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL [company], ITS EMPLOYEES OR LICENSORS OR AFFILIATES BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, DEATH, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF [company] OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LAWS OF SOME COUNTRIES/STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, [company], ITS EMPLOYEES OR LICENSORS OR AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED UNDER SUCH LAWS.

8.2 Nothing contained in this Agreement shall prejudice the statutory rights of any party dealing as a consumer.

9. SUPPORT

9.1 [company] will be under no obligation to provide any maintenance or support, including, without limitation, the correction or provision of errors, bugs, viruses, upgrades or enhancements, about the Software.

10. NO OTHER OBLIGATIONS



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10.1 This Agreement creates no obligations on the part of [company] other than as specifically set forth herein.

11. NOTICES

11.1 All notices and return of the Software and Documentation should be delivered to: [company]

12. DISPUTE RESOLUTION AND GOVERNING LAW

12.1 This Agreement will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa.

12.2 Any dispute relating in any way to your use of the Software shall be submitted to confidential arbitration to be held in Johannesburg, South Africa under the rules of the Arbitration Foundation of Southern Africa (or its successor in title), to which arbitration you hereby consent; except that, to the extent you have in any manner violated or threatened to violate [company]'s intellectual property rights, [company] may seek interdictory, injunctive or other appropriate relief in any applicable court in the Republic of South Africa, and you consent to exclusive jurisdiction and venue of such courts. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to the Agreement, whether through class arbitration proceedings or otherwise.

13. GENERAL

13.1 This Agreement (as varied from time to time in accordance with clause 14 below) constitutes the sole record of the agreement between you and [company] in relation to your use of the Software and it supersedes any prior representations, discussions, undertakings, end-user agreements, communications, or advertising, whether oral or written, relating to the Software. Neither you nor [company] shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Failure or neglect by [company] to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of its rights. Any waiver of any provision of this Agreement will be effective only if in writing and signed by [company].

13.2 If any clause in this Agreement is found to be unenforceable, wherever possible this will not affect any other clause, and each will remain in full force and effect.

13.3 Any rights not expressly granted herein are reserved.



14. CHANGES TO AGREEMENT

14.1 (company) reserves the right to change any of the terms and conditions contained in this Agreement at any time and in its sole discretion. When we make changes, we will revise the Last Updated date at the top of this Agreement. Any changes will be effective immediately upon posting on (company) Web site. Your continued use of the Software following the posting of changes will constitute your acceptance of such changes. You undertake to review this Agreement whenever you visit (company) Web site.

15. PRIVACY

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally Identifiable Information' (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, phone number or other details to help you with your experience.

When do we collect information?

We collect information from you when you register on our site or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.

How do we protect your information?

We do not use vulnerability scanning and/or scanning to PCI standards.
We only provide articles and information. We never ask for credit card numbers.
We use regular Malware Scanning.



Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?

We do not use cookies for tracking purposes

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off .

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information.

Third-party links

We do not include or offer third-party products or services on our website.

Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. <https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We have not enabled Google AdSense on our site but we may do so in the future.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require any person or company in the United States (and conceivably the world) that operates websites collecting Personally Identifiable Information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared. - See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>



According to CalOPPA, we agree to the following:

Users can visit our site anonymously.

Once this privacy policy is created, we will add a link to it on our home page or as a minimum, on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy' and can easily be found on the page specified above.

You will be notified of any Privacy Policy changes:

- On our Privacy Policy Page

Can change your personal information:

- By logging in to your account

How does our site handle Do Not Track signals?

We honour Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third-party behavioural tracking?

It's also important to note that we do not allow third-party behavioural tracking

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under the age of 13 years old.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email

- Within 1 business day

We will notify the users via in-site notification

- Within 1 business day

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals



have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions

To be in accordance with CANSPAM, we agree to the following:

- Not use false or misleading subjects or email addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

TRANSACTIONING THROUGH THE APP:

We will act on instruction that appear to have been sent by you or any person authorised by you to provide instructions on your behalf (" Authorised Sub-Member"). All transactions are subject to their product terms. We are not responsible for any loss you suffer if you or your Authorised Sub-Member enter incorrect details for your claim. It remains your responsibility to ensure that your claim was duly registered and that your claim was received and acknowledged by your broker or to ensure that instructions via the App was received and acknowledged by your broker.

DISCLAIMERS

Your use of the app is dependent on factors beyond our control, such as your network's coverage or availability, your ISP's availability· or your Device's capability and capacity. We are not liable for any loss or damages you may suffer if a factor beyond our control arises and you cannot access the App.

FEES AND COSTS



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Standard data costs will be charged by your mobile network operator or internet service provider when you download the Mobile App and thereafter receive notifications in your Mobile App inbox. You must contact your data provider to ask for details.

LIMITATION OF LIABILITY

To the extent permitted by law, the App and its contents may include inaccuracies and your broker, its holding company, subsidiaries or affiliates shall not be liable for any damage, loss or liability of whatsoever nature incurred by whoever as a result of any act or omission on the usage of the App. In no event will your broker be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the App, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise. Your broker is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the App. All information contained in this application must be seen as a set of guidelines and does not purport to provide any professional advice. If such advice is needed, please contact your broker directly. Your broker will not accept any responsibility towards any person relying upon the contents hereof nor accept any liability whatsoever for the accuracy of information supplied or the consequence of relying upon it.

AVAILABILITY

This Application is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. Your broker will use reasonable efforts to make the App available at all times. However, you acknowledge the App is provided over the internet and mobile networks and that the quality and availability of the App may be affected by factors outside your broker's reasonable control. Your broker and its sub-contractors do not accept any responsibility whatsoever for unavailability of the App, or any difficulty or inability to download or access content or any other communication system failure which may result in the App being unavailable. Assist may be reached by alternative methods as communicated on our website and promotional information.

DATA PROTECTION

We may, and you expressly consent to, the collecting and processing of your personal information by us to administer your policy and the App. Any personal information you supply to your broker when using the App will be used by your broker in accordance with its Group Client Privacy Notice, which can be viewed at your broker's website. The App allows



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MEMO

you to access certain functionality available on the www.customerloyalty.co.za/help247.php website. Such access will be governed by the www.customerloyalty.co.za website's disclaimer and other policies. Any information accessed via your broker's website is governed by the Website and Online Transactions Terms and Conditions.



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