



## ONEPLAN TERMS OF USE

EFFECTIVE DATE: 1 MARCH 2020

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54 Maxwell Drive, Woodmead North Office Park, Woodmead 2021

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## ONEPLAN TERMS AND CONDITIONS

The use of the Oneplan Website(s), Oneplan Mobile Application ("App") and electronic communication is subject to terms and conditions and other service specific terms and conditions contained in this disclosure. The information available on the website and Mobile Application ("App") is for general use only. This includes viewing and/or browsing the Oneplan Website(s) or "App", use of content for personal and non-commercial purposes and to copy, download and print the content of the Oneplan Website(s) or "App" with the intention to execute a transaction between you and Oneplan or any of its agents.

### 1. Allowed use of the Oneplan Website(s) and Mobile Application ("App")

Other than as agreed to above, you may not use, copy, adapt, redistribute or modify the content or any part thereof or frame, "mirror", data-mine or cache the Oneplan Website(s) or "App" or reverse engineer, download, distribute, decompile or create a derivative work of the software, or any part thereof without prior written permission from Oneplan. For any re-use or distribution of the content, you must make clear to others the terms and conditions applicable to the content available from the Oneplan Website(s) or "App";

- 1.1 You may not sub-license any of the content available from the website or "App";
- 1.2 You may not assign, transfer or sub-license the rights pursuant to this Agreement;
- 1.3 In all of the aforesaid, Oneplan must be acknowledged as the source of the material and Oneplan's contact details must be reflected accordingly;
- 1.4 You are not allowed to upload or submit damaging code to the Oneplan Website(s) or "App";

### 2. Hyperlinks to and from Oneplan Website(s) or "App"

- 2.1 This website or "App" may contain links to other websites operated by third parties. Oneplan does not operate or control, in any respect whatsoever, any of the information, graphics and material on those third-party websites or guarantee that the website will be operational at all times;
- 2.2 Links to third party websites are included solely for your convenience. You, therefore, assume sole responsibility for the use of a third-party website;





2.3 Oneplan expressly disclaims acting in any respect on behalf of third party website operators and/or owners. Third party websites may be subject to their own terms of use and privacy policies different from those of this site;

### **3. Intellectual property rights**

3.1 The Intellectual Property available on the Oneplan Website(s) or obtained via the interaction between parties are the property of – or licensed to Oneplan and may not be utilised outside the licensed terms as set out herein;

3.2 Email addresses, names, telephone numbers and fax numbers published on the Oneplan Website(s) or “App” may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no “opt-in”/permission from Oneplan to utilise same;

3.3 Oneplan would be pleased to consider requests for permission to disseminate or use Oneplan content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please email us at: irene.w@onegrp.co.za.

### **4. Cookies**

4.1 Cookies may be used by Oneplan to understand the users of the Oneplan Website(s) better. Cookies allow Oneplan to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of the Oneplan Website(s). Depending on the type of cookie Oneplan uses, cookies also allow Oneplan to make the Oneplan Website(s) more user friendly. For example, permanent cookies allow Oneplan to save your password so that you do not have to re-enter it every time you visits the Oneplan Website(s);

4.2 You may adjust your browser settings, so that your computer does not accept cookies. If you do this, you will still be able to browse around the site but the functions that allow you to access an existing account or page that requires a username or password, will not be available;





- 4.3 Alternatively, you may adjust your browser to tell you when a website tries to put a cookie on your computer. How you adjust your browser to stop it accepting cookies or to notify you of them, will depend on the type of internet browser program your computer uses;
- 4.4 Please remember, cookies do not contain confidential information such as your home address, telephone number or credit card details. We do not exchange cookies with any third-party websites or external data suppliers;
- 4.5 Your browser also generates other information, including which language the site is displayed in, and your Internet Protocol address ("IP address"). An IP address is a set of numbers, which is assigned to your computer during a browsing session whenever you log on to the Internet via your Internet service provider or your network (if you access the Internet from, for example, a computer at work). Your IP address is automatically logged by Oneplan's servers and used to collect traffic data about visitors to the Oneplan Website(s). Oneplan does not use your IP address to identify you personally;
- 4.6 Oneplan only keeps cookies for the duration of your visit to our website, except where you save your login name as referred to above.

## 5. Security

- 5.1 Oneplan endeavours to take all reasonable steps to protect your personal information. However, Oneplan cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold Oneplan, its directors, employees or agents responsible for any breach of security unless this is due to our gross negligence or willful misconduct.
- 5.2 If you receive an email that appears to come from us, providing different bank details to the ones we supplied at the outset of the matter or indicating a change in our bank details, please contact our offices by telephone immediately. Do not reply to the email, click on any links or act on any information contained in it. We will not accept responsibility if you transfer money into an incorrect account.





## **6. Limitation of liability**

- 6.1 Oneplan Website(s) or "App" and all materials found on the website or "App" are intended for information purposes and provided "as is" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, professional advice, fitness for a particular purpose or suitability of the information, software or services;
- 6.2 Oneplan further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the Oneplan Website(s) or "App". Oneplan may make changes/amendments to the Oneplan Website(s) or "App", the policies, information described in the materials or content of these terms and conditions, at any time without notice. Oneplan reserves the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website or "App". Oneplan makes no commitment to update the materials and may discontinue any part of the Oneplan Website(s) or "App" or services or certain software or version of certain software for the utilisation of the Oneplan Website(s) or "App";
- 6.3 Oneplan and its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the Oneplan Website(s) or "App" or performance of the Oneplan Website(s) or "App" or nonperformance of the Oneplan Website(s) or "App", i.e. Oneplan Website(s) or "App" not available as a result of 3rd party service providers, maintenance, enhancements, events outside the control of Oneplan or force majeure events, even if Oneplan have been advised of the possibility of such damages;

## **7. Agreement**

- 7.1 All information that is incorporated by using hyperlinks and/or other methods of reference form part of this agreement (see Section 11(3) of the ECT Act);
- 7.2 Except for the agreement on these terms and conditions, no other agreement shall be formed between you and Oneplan via electronic communications;





- 7.3 This Agreement is concluded in Johannesburg, the moment you access the Oneplan Website(s) or "App".
- a. Data messages sent from Oneplan to you have been sent from Oneplan's place of business;
  - b. Data messages sent from Oneplan to you is deemed to be received when complete message is outside the control of Oneplan (left the system of Oneplan);
  - c. Data messages from you to Oneplan are deemed to be received by Oneplan only when Oneplan responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Oneplan that it does give legal effect to the message.

## 8. Agreement of sale

- 8.1 As is the agreement of sale, whereby Oneplan can proceed to deduct the selected premium from your nominated account in order to provide cover as requested, is concluded at the time and place as per 7.3 herein.
- 8.2 Acceptance referred to in subparagraph 8.1 will occur at the moment you select "*I accept the "Terms of Use" as well as any waiting periods and general exclusions*".
- 8.3 In selecting "FINISH" you will be provided with access to a link where you can download all your selected product terms and conditions via the Oneplan Mobile App or alternatively the Oneplan self-service portal [www.oneplan.co.za](http://www.oneplan.co.za). You will also be sent an email copy of your policy schedule and product terms and conditions upon this selection. Should you not be able access the information you may request an email copy thereof via your nominated email address by contacting the Customer Care email address : [care@oneplan.co.za](mailto:care@oneplan.co.za).
- 8.4 You understand that cover limits, waiting periods, exclusions and limitations apply on this policy and may be found under special conditions, general exclusions and each cover type on your policy schedule.
- 8.5 You understand that any pre-existing conditions, congenital and hereditary conditions, and specifically listed conditions as per your policy schedule are subject to 12-month exclusions.







8.6 You agree that you are at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this website or “App” in accordance with all terms and conditions herein.

### 8.7 Expression of intent

8.7.1 You acknowledge that all agreements, authorisation or request under this agreement satisfies the “writing” requirement as per Section 12 of the ECT Act and the Financial Advisory and Intermediary Services Act;

8.7.2 For purposes of Electronic Communications between you and Oneplan, no Electronic Signature is required; the mere sending of data messages or browsing of our website or “App” demonstrates your intent to be a party to this agreement.

### 8.8 Attribution of data messages

8.8.1 You agree and warrant that the data message sent, from any computer or device that are owned by you or your employer or programmed by you or on your behalf, to Oneplan was sent by you or a person that had authority to act on your behalf in respect of the data message.

8.8.2 Where you are an unintended recipient of any email communication which is not addressed to you, you agree to the following:

8.8.2.1 The information contained in the email and attachment is confidential and the property of the sender and viewing this message and any attachments, as well as copying, forwarding, printing, and disseminating any information related to the email is prohibited, and that you should not take any action based on the content of the email and/or its attachments.

8.8.2.2 Should you received an email in error, to contact the sender and destroy all copies of the email and any attachment.

8.8.3 Please note that the views and opinions expressed in the email are solely those of the author and do not necessarily reflect those of Oneplan.





8.8.4 While antivirus protection tools have been employed, you should check the email and attachments for the presence of viruses. No warranties or assurances are made in relation to the safety and content of the email and attachments. The sender accepts no liability for any damage caused by any virus transmitted by or contained in the email and attachments.

8.8.5 No liability is accepted for any consequences arising from the email.

## 9. Termination

9.1 These terms and conditions and your access to the web portal or "App" may be terminated at any time by Oneplan without notice. All restrictions, disclaimers and limitations of liability by Oneplan will survive termination, however, you will no longer be authorised to access the web portal or "App".

9.2 You understand that you may cancel this agreement within a seven (7) day cooling-off period, and we will refund any collected premium, provided that no benefit has yet been paid or claimed. All cancellation requests after the seven (7) day cooling off period are subject to a full calendar months' notice and must be submitted in writing.

## 10. Breach

Claims resulting from negligence, mis-use and/or fraud will not be paid and is considered a material breach of the terms and conditions of the policy. Oneplan reserves the right to take any and all resources available in law to address this breach.

10.1 If you are in breach of the terms and conditions of this web portal or "App", Oneplan reserves the right to, without prejudice to any rights which it may have in terms hereof or in law, to:

- a. Order for specific performance and damages;
- b. Terminate this Agreement and claim damages;
- c. Institute criminal procedures, where applicable and necessary.







10.2 All costs, charges and expenses of whatsoever nature which may be incurred by Oneplan in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

## **11. General and miscellaneous**

### **11.1 Sole record of agreement**

These terms and conditions contained in this document together with your Policy schedule, as may be amended from time to time, constitute the sole record of the agreement between you and Oneplan with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

11.2 No data message as defined above, including but not limited to an email, sms and recorded voice message, sent by you to Oneplan shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties.

11.3 No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

11.4 Any provision under these terms and conditions, which contemplates performance or observance after any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

11.5 If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause:

11.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;





The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

11.5.2 Any amendments to your Policy Schedule will be communicated in writing and will be given 31 days notice of such changes before they are implemented.

## **12. Applicable and governing law**

12.1 The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

