

# Terms of Use (General, Email & SMS)

By using the Sanlam Trustees International (“Sanlam”) website these Terms of Use apply to you and you agree to comply with the terms of Use. Please read these Terms of Use before using the Sanlam Trustees International website.

## Important information

The Sanlam Group is one of South Africa’s leading financial services groups and includes Sanlam Limited and all its subsidiaries (Sanlam Trustees International included) and associated or affiliated companies.

The terms of use set out below apply to this and all other websites owned, operated, or sponsored by any member of the Sanlam Group - unless such other website specifically provides otherwise.

By using the Sanlam Trustees International website these Terms of Use apply to you and you agree to comply with the terms of Use. Please check the website regularly for changes to the Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website. Please address any comments or inaccuracies contained in the website to Sanlam Client Relations at [clientrelations@sanlam.co.za](mailto:clientrelations@sanlam.co.za)

### 1. Nature of website contents

Information contained on the website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.

Calculations which may be displayed on the website are intended for the convenience of clients, may be approximations, and are intended only as guidelines. Should you wish to rely on any calculation you are advised to check the calculations before using them as Sanlam will not be liable for any inaccuracy in the calculation. Subscribing to any service or buying any product through the website is subject to Sanlam’s contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only, and may be discontinued at any time. The fact that Sanlam provides a link to a third party website does not necessarily mean that Sanlam endorses, authorises, or sponsors that website, or that Sanlam is affiliated to such website's owners or sponsors.

If any third party website, which is not under the direct control of Sanlam, can be accessed from a link displayed on the Sanlam website, Sanlam shall not be responsible or liable for any content displayed on the third-party website.

The content or information displayed on a Sanlam website or any third party website which may be accessed through links provided on the Sanlam website is not

intended as advice but merely as information. Before making any decision or taking any action based on any information displayed on the Sanlam website or any such third party website that may affect your personal finances or business, it is recommended that you first obtain appropriate professional advice.

## **2. Visitors from foreign countries**

Use of the Sanlam website or the purchase of services or products from the country from which you may access the website may be illegal in that country. Your use of the website for any purchase that you may make is entirely at your own risk. It is recommended that you ensure that use of the Sanlam website for any purchases made by you are not in violation of the laws of any country by which you may be governed.

Sanlam's services and products may not be available in your country. Contact Sanlam or your local financial or legal adviser to find out whether, and if so which of, Sanlam's services and products may be available to you.

## **3. Invitation to do business**

Unless indicated in writing by Sanlam, nothing on the Sanlam website shall constitute an offer for sale of any service or product.

The information provided on the Sanlam website is not, nor must you regard it as financial or investment advice.

If you wish to use the information displayed on the website to purchase any service or product or procure financial or investment advice from Sanlam, your request to do so shall be regarded by Sanlam as an offer to do business with Sanlam, which may be accepted by Sanlam if it chooses.

The acceptance of your offer will be subject to terms and conditions governing the service, product, or advice at the time of the acceptance of the offer.

The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours and in making an offer you are deemed to have indemnified Sanlam (held Sanlam harmless and agree to reimburse Sanlam) against any loss or damage that it may suffer arising from your breaking any laws applicable to you.

## **4. No warranties**

While Sanlam will take care to provide accurate information on the Sanlam website, the information displayed on the Sanlam website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, Sanlam does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

## 5. Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the Sanlam website are for your personal and non-commercial use only. You may not -

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have Sanlam's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage Sanlam's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any Sanlam server (computer), or network connected to any Sanlam server, or interfere with any other party's use of the Sanlam website;
- Interfere with any content displayed on the Sanlam website or attempt or gain unauthorised access (without Sanlam's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Sanlam server or any other part of the Sanlam information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Sanlam website or to gain access to information or any part of the Sanlam information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- Create a link from another website to the Sanlam website, or any of the web pages which constitute the Sanlam website, without Sanlam's prior written consent;
- Frame the website or any of its pages without Sanlam's prior written consent.

## 6. Electronic transactions, communications, and records

When you communicate with Sanlam by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by Sanlam. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by Sanlam satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form. You consent to Sanlam acting on the information communicated to Sanlam electronically. You are responsible to ensure that Sanlam has received the information communicated electronically.

You acknowledge and consent that Sanlam, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by Sanlam will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of Sanlam.

## 7. User ID and password

If you subscribe to a service or product provided on the Sanlam website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for -

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying Sanlam immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by Sanlam or a third party due to someone other than you using your user id and/or password.

## 8. Mobile access and use

You may access the Sanlam website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the Sanlam website.

The Sanlam website is designed and configured for use by Internet browsers which are typically used on computers and not mobile devices. Sanlam is not responsible for the wireless services used by mobile devices, and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the Sanlam website.

While the use of the Sanlam website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the Sanlam website.

Sanlam is also not responsible for the communication of any person or confidential information between you and the Sanlam website or any electronic communications mechanisms facilitated by the Sanlam website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the Sanlam website.

The functionality and use of your mobile device is outside of the control of Sanlam and Sanlam will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

## **9. Secure payment system**

If any payments are to be made by you to Sanlam you will be required to use a payment system authorised (consented to in writing) by Sanlam. Sanlam shall only use a payment system that is sufficiently secure considering nature of the payment to be made and the risk inherent in making the payment electronically. Sanlam accepts liability for any damages that may be suffered to you due to a failure in a payment system authorised by Sanlam.

## **10. Privacy policy**

Your privacy is important to Sanlam. Personal information transmitted to Sanlam will be treated in accordance with Sanlam's Privacy Policy.

## **11. No liability**

Sanlam will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the Sanlam website by you.

Except as provided in 7, Sanlam will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

## 12. Warranties provided by you

For all purposes, and in particular for purposes of 6 above, you warrant (confirm) -

- Your identity (that is, you are who you say you are), and that you can prove your identity should Sanlam require you to do so;
- That all information you provide at any time to Sanlam using the Sanlam website, in writing, or to Sanlam Call Centre staff, will in all respects be current, complete, and accurate;
- That you will provide to Sanlam all material and relevant facts required by Sanlam as may be appropriate to any dealings you have with Sanlam. If you do not provide the information, or provide information that is incorrect, Sanlam may, at its choice, cancel the agreement or transaction arising from your dealings with Sanlam.

## 13. Intellectual property rights

The website and all its content (including software, text, graphics, icons, hyperlinks, private information, and designs) are owned by or licensed to Sanlam.

As the intellectual property rights in the content referred to immediately above are protected against infringement by local and international legislation and treaties, it may not be used in any way without Sanlam or the licensor's prior written consent.

The image used on all banner visuals as part of the Budget speech campaign is governed under the Creative Commons Licence (Attribution 3.0 unported) and has not been modified.

## 14. Breach

Sanlam reserves the right to -

- Refuse you further access to the website if (a) you breach any of the terms of use applicable from time to time; (b) Sanlam is unable to verify or authenticate any information you provide to it;
- or (c) Sanlam believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place Sanlam in disrepute;
- Refer any breach to the police if such breach constitutes a crime;
- Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

## 15. Indemnity

You agree to indemnify and hold harmless Sanlam, any member of the Sanlam Group and its respective directors, officers, employees, agents, licensors, suppliers, and any third party information providers from and against all losses and expenses (including attorney-and own client costs), resulting from any failure to adhere to these terms of use by you.

## 16. Jurisdiction and applicable law

Your use of the Sanlam website will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the High Court of South Africa (Cape of Good Hope Provincial Division) and Mauritius.

Any claim arising from -

- The use or inability to use the website;
- An application for, and the rendering of a service or providing of a product;
- is subject to the laws of the Republic of South Africa and Mauritius - in respect of both the basis of the claim [contract, delict (tort), or any other], and the law relating to procedure and evidence.

All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

## 17. Sanlam's Consent

To obtain Sanlam's consent as provided for in these Terms of Use, please address the request to [webmaster@sanlam.co.za](mailto:webmaster@sanlam.co.za).

## Email Terms of Use

The content of an email - which may include one or more attachments - is strictly confidential, and is intended solely for the use of the named recipient(s). If you've received this email in error, you're not permitted to disclose, distribute or retain it - you're requested to notify the sender immediately by return email and then delete it.

Email isn't necessarily secure or error-free; information could arrive late or contain viruses, or be incomplete, intercepted, corrupted, lost, or destroyed. It's the responsibility of the named recipient(s) to ensure that emails are virus-free. Sanlam does not accept any liability for damage caused by any virus or other malware transmitted by this email.

No employee, contractor, or intermediary is authorised to conclude an agreement on behalf of any member of the Sanlam group by email, without express written confirmation by a duly authorised representative of that member.

The use or content of email is intended for the Sanlam group's business. If it's used for any other purpose, the views expressed are those of the sender and no liability will attach to any member of the Sanlam group.

The Sanlam group reserves the right to monitor, access, intercept or block emails addressed to all Sanlam group addressees, in accordance with our email policy, as it applies from time to time.

Notwithstanding the Electronic Communications and Transactions Act, 2002 ("ECTA"), this email does not constitute a binding agreement, unless the terms thereof has been recorded in a duly executed document, signed by the parties. For the purposes of this disclaimer, notwithstanding the ECTA, "signed" shall mean a signature executed by hand on paper containing the document, or typing your name in the space provided on Sanlam Investment's [e-signing system] containing the document, or an advanced electronic signature, as defined in the ECTA, applied to the document by the signatories.



# SMS Terms of Use

## Important notes

Please note the terms of use set out below. They are binding for all SMS's.

Please check this web page regularly for changes. The terms of use may change from time to time and without notice. The changed terms are also binding.

Please address disputes and complaints arising from the use of SMS's to the Sanlam Client Protection & Compliance department at [complianceofficer@sanlam.co.za](mailto:complianceofficer@sanlam.co.za)

Please read the Terms of use carefully before using any of our other web pages.

### 1. Copyright

Copyright 2000 - 2024 © Sanlam Life Insurance Ltd ("Sanlam"), Bellville, Cape Town, South Africa. Sanlam owns this web page and its content. All rights not expressly granted are reserved.

### 2. Privacy policy

Your privacy is important to us.

Always ensure that we have your latest cell phone number, and alert us immediately if your cell phone has been lost or stolen.

Personal information sent to us will be treated in accordance with our Privacy policy.

### 3. Disclaimer

Sanlam will in no event be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMS's.

Sanlam won't be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.

All the information sent by us via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, Sanlam makes no representation or warranties about the correctness of any information contained, the suitability of any products or services mentioned or the soundness of any general advice offered in a SMS.

In the event of SMS's sent by Multi-Data on behalf of its client(s), Multi-Data/Sanlam Life accepts no obligation to verify the correctness of any information received from the clients and contained in such SMS's, and disclaims liability for any errors.

### 4. Applicable law

The use of, and information appearing in SMS's is governed and interpreted in accordance with the laws of Mauritius.

## 5. Intellectual property rights

Nothing on any SMS should be construed as granting (by implication, estoppel, or otherwise) any license or right to use any intellectual property rights envisaged in the previous paragraph without our written permission. You may not use the name of Sanlam or our logo in any way without our prior written permission.

## 6. Breach

Sanlam reserves the right to refuse to provide any SMS service if: (a) you breach any of these terms of use; (b) we're unable to verify or authenticate any information you provide to us; or (c) we believe that you're conducting activities that are illegal or abusive, or put Sanlam in disrepute.

## 7. Indemnity

You agree to indemnify and hold harmless any member of the Sanlam group - and our respective directors, officers, employees, agents, licensors, suppliers and any third party information providers - from and against all losses and expenses (including attorney and own client costs), resulting from you violating any of these terms of use.

# Secure Services

## 1. General

1.1. Sanlam Secure Services, hereafter also referred to as "the service" is a free service provided by Sanlam that, after successful registration, allows you access to your product portfolio, tax certificates, statements and other services as well as transacting, where relevant, for participating Sanlam businesses.

1.2. Participating Sanlam businesses include certain entities and businesses from the Sanlam Group (consisting of Sanlam Limited and its direct and indirect subsidiaries) among others:

- 1.2.1. Sanlam Private Wealth (Pty) Ltd, Glacier Financial Holdings (Pty) Ltd, Sanlam Collective Investments (RF) (Pty) Ltd, Satrix Investments (Pty) Ltd, Bifm Unit Trusts (Pty) Ltd, Sanlam Retail Affluent, a division of Sanlam Life Insurance Ltd, Sanlam Corporate, a division of Sanlam Life Insurance Ltd, Real Futures (Pty) Ltd t/a Sanlam Reality, Sanlam Developing Markets Limited and Safrican Insurance Company Limited, Sanlam Life Namibia Limited, Sanlam Indie, a division of Sanlam Life Insurance Ltd, Sanlam Personal Loans (Pty) Ltd and Sanlam Trust (Pty) Ltd (collectively referred to as the "participating Sanlam businesses").

1.3. The service is accessible:

- 1.3.1. on the web via the Sanlam website,
- 1.3.2. on the Sanlam Mobile App downloaded from an online app store.

1.4. After authentication, and for your convenience, we may allow access to other secure Sanlam sites without requiring you to log on again.

1.5. Please make sure that you understand these Terms and Conditions as they constitute a binding agreement between you and Sanlam.

1.6. These Terms and Conditions are also referred to as T&Cs or Terms of Use.

## 2. These Terms of Use

2.1. apply to users of Sanlam Secure Services as described,

2.2. apply along with any other T&Cs that govern your products and services with Sanlam,

2.3. become effective when you access the service for the first time, and

2.4. constitute a binding agreement between you and Sanlam.

## 3. How does Sanlam make T&Cs available to you?

3.1. T&Cs for Secure Services are available on our website and as links on individual pages.

3.2. Sanlam may amend these terms from time to time. Should this happen, you will be required to accept the amended T&Cs before continuing use of the service.

3.3. You cannot use the Secure Services without accepting the latest T&Cs.

## 4. Legal Entities

4.1. For the purposes of these Terms of Use, Sanlam is defined as Sanlam Life Insurance Limited as well as its participating Sanlam businesses (referred to above) as the case may be.

## 5. Registration to use the service

5.1. In order to register, you need to own a product or service available from one of the participating Sanlam businesses.

5.2. Valid users include **individuals** acting on their own behalf, **proxies** (individuals acting on behalf of other individuals) and **authorised representatives** (individuals acting on behalf of non-natural entities).

5.3. You may not use false information or impersonate any person or entity during the process.

5.4. You agree that Sanlam may verify your cell phone number and/ or email address used during registration, with your mobile network provider.

## 6. Requirements to access the service

6.1. To access the service, you need a computer, cellular phone or other device (e.g. an iPad or Tablet) with Internet connectivity and the necessary operating system and capability to run the service.

6.2. You need to have a cellphone number and email address.

6.3. You are responsible for buying, installing and maintaining your connection to the Internet and must pay all related costs and fees.

- 6.4. If you access the service via a cell phone you need access to a cell phone and a SIM card.
- 6.5. You are responsible to buy your own cell phone and SIM card and register with a mobile network provider.
- 6.6. You are responsible to keep your devices safe by updating to the latest versions of operating and security software and by running reputable antivirus software.
- 6.7. You are not allowed to intentionally disable the security mechanisms on any computer, cell phone or other device used to access the service, with the aim to install unauthorised software, modify system or data files or preferences, or to bypass specific security features.

## 7. How does the service work?

By accessing this service, you agree to the following:

- 7.1. In order to deliver the service, Sanlam uses information you provide to identify your products and deliver a combined portfolio view across various Sanlam business - the list of which can change from time to time.
- 7.2. As you purchase additional products or services your portfolio summary automatically expands to include these.
- 7.3. Sanlam uses your information and online activity in an aggregated manner to continuously develop and improve the service.
- 7.4. Once you have successfully logged in, and depending on the products in your portfolio, you may be allowed to access other relevant Sanlam sites without logging in again.
- 7.5. The service makes use of certain cookies in order to provide the service. Cookies are text files containing small amounts of information, which your computer or mobile device downloads when you visit the website. Cookies help us to understand how the website is used, let you navigate between pages and generally improve your browsing experience. Some cookies are essential for the functioning of the service and others help with the performance and design of the service. Other cookies help us understand your interests as you browse the internet, so we can tailor and render to you more personalised content and services in the future. If you do not want to receive a cookie from the service, you have the option of setting your browser to notify you when you receive a cookie, so that you may determine whether to accept it or not. However, please be aware that if you do turn off 'cookies' in your browser, you will not be able to fully experience some of the features of the service.

## 8. Transacting

- 8.1. You authorise Sanlam to execute any transactions or instructions initiated through the service.
- 8.2. The normal transaction rules and requirements apply for instructions initiated through the service. Should you be required to provide additional documentation, Sanlam will contact you directly.
- 8.3. Although the service is deemed to be available 24/7, the normal daily transaction cut-off times and rules apply.
- 8.4. Due to time delays and pending transactions, product information presented may vary from the administration platforms. Should this be the case when your

online instruction is received by Sanlam, you will be contacted to provide an alternative.

## 9. Allowing a person to act on your behalf("Proxy")

9.1. You can allow another person to act on your behalf (as a "proxy") by completing the required registration process.

9.2. Sanlam will act on all authorised instructions received from this person as if they were from yourself.

9.3. This authorisation only applies to the service and does not apply when you engage with Sanlam through other servicing channels.

## 10. Availability

10.1. We aim to make the service available seven days a week, 24 hours a day. It may however be unavailable from time to time due to routine maintenance, emergency repairs or circumstances beyond our control, e.g. electricity blackouts or telecommunications network problems.

10.2. Product information presented on this channel may be delayed. You can always confirm the most recent product information by contacting Sanlam's Client Contact Centre.

## 11. Privacy

11.1. Sanlam is committed to maintaining the privacy of your personal information. In order to provide the service, Sanlam collects personal information that you voluntarily provide. You acknowledge that in order for Sanlam to make the service available to you in accordance with these Terms of Use, Sanlam shall process, which includes to collect and use, personal information (names, ID numbers, email address, cell-phone number), browsing history and mobile app activity for internal purposes with the aim to provide, secure and improve the service, keep a list of registered users and keep record of actions executed.

11.2. Sanlam will not share your personal information with any third party outside of the Sanlam Group except as is necessary to provide the service to you or where otherwise permitted in terms of applicable laws. This includes disclosures to third party service providers that assist us with making the service available to you. We may also share your information if we are required to in terms of applicable laws. Some of the recipients of your personal information may be based outside of the Republic of South Africa in jurisdictions with lesser data protection regulation, but we will ensure that they are subject to binding agreement or policy which effectively upholds the principles for lawful processing of personal information as set out in the Protection of Personal Information Act, 2013.

11.3. You agree to allow Sanlam to store cookies on your device (see section 7.5 above for more information on the cookies we use).

11.4. For more information on how Sanlam handles personal information and how to exercise your rights as a data subject, please also refer to Sanlam's Privacy Notice available on [www.sanlam.co.za](http://www.sanlam.co.za).

## 12. For your protection and security

12.1. Since we deal in a non face-to-face environment, you must enter the correct security credentials, for example username and password or app PIN, every time you access the service.

### **13. Protect your credentials**

13.1. You must take the necessary precautions to prevent unauthorised persons to access the service using your credentials.

13.2. It is good practice to change your credentials from time to time, even if you do not suspect that someone else may have gained unlawful access thereto.

13.3. Depending on device capability, fingerprint authentication ("Touch ID") may be enabled. Any fingerprint enrolled on your device can be used to unlock your device and access the service via the app. Sanlam will treat the information accessed and transactions performed as if it were authorised by you.

13.4. Never show or give your credentials to another person, including employees of Sanlam.

13.5. Sanlam will never ask you to click on a link to confirm your credentials or provide personal information.

13.6. Sanlam will never ask you to provide or confirm your credentials via an e-mail, SMS or instant message.

13.7. If you suspect that someone else knows your username or password, please change it immediately or contact the Client Contact Centre to disable your account.

13.8. If you want to disable your account, please phone our Client Contact Centre. The details are available on the website.

13.9. You can manage mobile device access to your profile via Profile Settings on the website.

### **14. Protecting yourself**

14.1. Information sent over unsecured networks or communication systems, can be unlawfully monitored, intercepted or accessed. Although Sanlam takes all reasonable steps to prevent this, the risk remains with you.

14.2. Please read and take note of the security tips and information available on the website from time to time.

14.3. It is recommended that you do not use public computers such as those in internet cafes but if you do, take special care as your credentials could be compromised.

### **15. Restricted Use**

15.1. The service is the property of Sanlam.

15.2. You are not allowed at all to reverse engineer, decompile, disassemble or attempt to modify any part of the service.

15.3. You may not post or upload any content that is of an unacceptable, unethical or unlawful nature (e.g. content that is threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic or profane) or content that could even potentially damage Sanlam's image or reputation or impair its ability to do business. For this purpose, Sanlam will be entitled to monitor such content.

### **16. No Liability**

16.1. Although we take reasonable care to prevent harm or loss to you, Sanlam will not be liable for any loss or damage you may suffer arising from your ability or

inability to use the Service. This will not apply where the loss arises due to Sanlam's gross negligence or intent. To the fullest extent permitted by law, Sanlam makes the service available on an 'as is' basis with no warranties whatsoever.

16.2. In addition to the above, to the fullest extent permitted by applicable law, Sanlam is not liable for:

- 16.2.1. Loss due to unauthorised interception or monitoring, and/or
- 16.2.2. Losses suffered by yourself, Sanlam or a third party due to someone other than yourself using your username, password, PIN, or fingerprint (where mobile devices allow such fingerprint ID verification capabilities).

## 17. Termination of service

17.1. We may end this service at any time or end your right to use the service after giving you reasonable notice.

17.2. We may also end your right to use the service immediately and without notice if:

- 17.2.1. You commit fraud or are suspected to do so,
- 17.2.2. If we believe your use of the service was inappropriate, including uploading content as envisaged in 15.3, or
- 17.2.3. If the law requires us to do so.

17.3. You may deactivate your account at any time by contacting our Client Contact Centre.

## 18. Intellectual property rights

18.1. The service and all its contents, including web and app pages, software, text, graphics, icons, hyperlinks, private information and designs, are owned or licensed by Sanlam.

18.2. As the intellectual property rights, referred to immediately above, are protected against infringement by local and international legislation and treaties, it may not be used in any way without Sanlam or the licensor's prior written consent.

18.3. To obtain Sanlam's consent, please address the request to [webmaster@Sanlam.co.za](mailto:webmaster@Sanlam.co.za).

## 19. Jurisdiction and applicable law

19.1. Your use of the service will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the High Court of South Africa (Western Cape Division, Cape Town).

19.2. Any claim arising from :

- 19.2.1 The use or inability to use the website,
- 19.2.2 An application for, and the rendering of a service or providing of a product, is subject to the laws of the Republic of South Africa - in respect of

both the basis of the claim (contract, delict (tort), or any other) and the law relating to procedure and evidence.

19.3. All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

## 20. General Provisions

20.1. No failure or delay by Sanlam to exercise any of its rights will be construed as a waiver of any such right.

20.2. If any of these Terms and Conditions is held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining Terms and Conditions which will continue to be valid to the full extent permitted.

# AI Coach Terms and Conditions

AI Coach is owned and operated by Sanlam Life Insurance Limited. Before you begin using our AI Coach, it is important that you read, understand, and agree to the following terms of use (Terms). By using AI Coach, you accept these Terms in full. If you disagree with these Terms (or any part of it) you may not use AI Coach.

## 1. Beta Phase Acknowledgement

AI Coach is in the Beta Phase of development, meaning that the software is feature-complete but may contain unknown bugs that may arise during user testing. AI Coach is provided on an "as is" and "as available" basis. You acknowledge and agree that the platform may contain errors, inaccuracies, or omissions and that we are not liable for any such errors, inaccuracies, or omissions.

## 2. Data Privacy

Please click here to view our Privacy Notice: <https://www.sanlam.com/sanlams-privacy-policy>. By using AI Coach, you confirm that you have read and accept the terms of the Privacy Notice. You consent to allow us to collect, store and use your personal information to inform you of Sanlam Group offerings to optimise your AI Coach experience.

## 3. Description of Service

The AI Coach platform provides financial guidance using artificial intelligence (AI) and emerging technology. Our guidance is based on a variety of factors, including your financial information and market data, and may be personalized to your specific needs or circumstances.

## 4. Disclaimer

**We are not responsible for the accuracy, completeness, or reliability of any information provided through the AI Coach platform. You should not rely solely on our information in making any financial decisions, and we recommend that you consult with a qualified financial advisor before making any financial decisions.**

## 5. User Accounts



You may need to create a user account to use AI Coach. You are responsible for maintaining the security of your account and password, and you agree to notify us immediately of any unauthorised use of your account. You must also notify us of any changes to your personal information. AI Coach is for use by individuals only and may not be used for commercial purposes.

Access to the platform isn't promised and might have restrictions or limits. Creating an account doesn't mean you have a legal right to use the platform, and we can end your account or access to the platform whenever we want, with or without a reason.

## 6. Intellectual Property

AI Coach and all content and materials on our platform are owned by or licensed to us and are protected by copyright, trademark, and other intellectual property laws. You may not use our platform or any content or materials on our platform for any commercial purpose without our written consent.

## 7. Exclusion of Liability and Indemnity

We are not responsible for loss or damages of any nature whatsoever that you may suffer in relation to your use of, or your inability to access or use AI Coach. You agree to absolve us from any loss that may occur due to your engagement with AI Coach, understanding the inherent risks associated with emerging AI technology.

You agree to indemnify us against any costs or damages we may face because of anything you do wrong or in contravention of these Terms due to you using AI Coach. This includes paying for any reasonable legal expenses.

## 8. Prohibited Activities

You may not use our platform for any illegal or fraudulent purpose or in a manner that violates any applicable laws or regulations. This includes using our platform to:

- a. impersonate another person;
- b. engage in any activity that interferes with or disrupts our platform or our users' ability to use our platform; or
- c. attempt to gain unauthorized access to our platform, user accounts, or other systems or networks.

## 9. Changes to these Terms

We may make changes to these Terms at any time. Any such changes will be posted on our website and will be effective immediately upon posting. It is your responsibility to regularly review these Terms. If you use the platform after we make any changes, it means you have accepted the changes and that you agree to be bound by the Terms as modified.

## 10. Entire Agreement

These Terms constitute the entire agreement between you and us regarding your use of AI Coach and supersede all prior agreements and understandings, whether written or oral.

## 11. Cession

We may, wholly or partially, cede, transfer and assign our rights and/or obligations arising from your acceptance of these Terms to any third party. If we do so we will notify you.

## 12. AI Coach Credit Report

When giving consent for Sanlam Life Insurance Limited to retrieve your credit report, you authorise us to obtain your credit report from credit bureaus for the purpose of providing you with credit guidance, assessing loan eligibility and offering credit or debt consolidation solutions. If you do not consent to us obtaining your credit report from credit bureaus you may not use AI Coach.

The information obtained from your credit report will be used exclusively for the purpose of providing the AI Coach service and related services, and will not be used for any other purpose without your consent.

## 13. Governing Law

These Terms will be governed by the laws of Mauritius. Any disputes relating to these Terms will be subject to the exclusive jurisdiction of the courts of Mauritius .

## 14. Contact

Contact details for any purposes related to AI Coach or these Terms:

Email: [support@sanlamstudios.com](mailto:support@sanlamstudios.com)

Phone: Sanlam Client Care Centre at +27 021 916 5000

Sanlam Life Insurance Limited is a licensed life insurer, authorised financial services provider and a registered credit provider (NCRCP43).