

TERMS OF USE OF ELEVATE WEB APPLICATION FOR CUSTOMERS

All the legal jargon.

August 2024 | Version 2

Our Terms of Use were last updated on 1 August 2024

Please read these Terms of Use carefully before using the Elevate web application and services. All the provisions of these Terms of Use are important, but please pay special attention to the parts that are in **BOLD CAPITAL PRINT**. These parts contain information about provisions that have special consequences for you.



A. TERMS OF USE FOR ELEVATE APP AND SERVICES

1. Introduction

- 1.1. Elevate is a new-generation technology, wellness and life insurance business that uses data in new and innovative ways to align to incentives, more effectively meet Customers' needs, and support them in living a long, healthy and prosperous life.
- 1.2. The Elevate web application is available to registered Customers through a web application that can be accessed through the world wide web ("www") at <https://elevate.co.za> or portal.elevate.co.za ("**Elevate App**").
- 1.3. The Elevate App, including the Documentation (as defined in clause 6.2 below) and services provided through the Elevate App ("**Services**"), is provided by Elevate Me (Pty) Ltd, 2019/437243/07 ("**Elevate Me**") to enable registered Customers to:
 - 1.3.1. access their wearable data, healthcare data, financial data and credit data all in one easy-to-use digital platform;
 - 1.3.2. obtain goals and tips to improve healthy behaviours;
 - 1.3.3. earn rewards for achieving health and/or wellness goals;
 - 1.3.4. be informed about products and services offered by the Elevate Group;
 - 1.3.5. obtain quotes in respect of the financial service products of the Elevate Group;
 - 1.3.6. purchase financial service products of the Elevate Group; and
 - 1.3.7. receive information on their financial service needs.
- 1.4. in order to use the Elevate App and Services –
 - 1.4.1. a Customer must register an account with Elevate Me on the Elevate App; or
 - 1.4.2. an account with Elevate Me on the Elevate App may be created by Elevate Me for a Customer who has requested his/her/their accredited financial advisor to quote for an Elevate Life Policy, provided that the Customer has verified his/her/their email address and cell phone number in accordance with the instructions of the welcome email received from Elevate Me.
- 1.5. These terms of use set forth the legally binding terms of Elevate Me for your use of the Elevate App and the Services ("**Terms of Use**"). By indicating your agreement and accessing or using the Elevate App and any Services as provided for in clause 4 below, you are accepting these Terms of Use and you represent and warrant that you have the right, authority, and capacity to enter into an agreement with Elevate Me.
- 1.6. You may not access or use the Elevate App and any Services, or accept the Terms of Use, if you are not at least 18 (eighteen) years old.



- 1.7. Please consult **section B** detailing the Privacy Policy for the Elevate App and Services, for a description of our privacy practices and policies, including how we collect and handle personal wearable information, healthcare information, financial information and credit information for the Disclosed Purpose (as defined below), hereinafter referred to as our **“Privacy Policy”**. This Privacy Policy forms part of our Terms of Use.

2. Definitions

In these Terms of Use, the following terms shall have the meanings assigned to them hereunder, namely:

- 2.1. **“Affiliate”** means a person or entity controlling, controlled by, or under common control with that party;
- 2.2. **“Applicable Law”** means all data protection laws applicable to the gathering, storage and Processing of Personal Information on the Elevate App, including the Constitution of the Republic of South Africa, 1996 (**“the Constitution”**), the Electronic Communications and Transactions Act, 2002 (No 25 of 2002) and the Accreditation Regulations promulgated in terms thereof (**“ECTA”**) and the Protection of Personal Information Act 2013 (No 4 of 2013) and the Regulations promulgated in terms thereof (**“POPIA”**);
- 2.3. **“Biometrics”** means a technique of personal identification that is based on physical, physiological or behavioural characterisation, including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;
- 2.4. **“Content”** means text, graphics, images and any other material entered, Processed, contained on or accessed through the Elevate App, including Personal Information of the Customers recorded and retained on the Elevate App at the request of a Customer;
- 2.5. **“Customer”** or **“you”** or **“your”** means a natural person:
- 2.5.1. who is the user of the Elevate App and any Services and who has been registered on the Elevate App for use thereof in accordance with the Disclosed Purpose; and
- 2.5.2. where applicable, expressly consents to his/her/their Personal Information being shared with Elevate Me and Elevate Life on the Elevate App by Third-Party Data Providers for the Disclosed Purpose;
- 2.6. **“Data Subject”** means the person to whom Personal Information relates;
- 2.7. **“Disclosed Purpose”** means the disclosed purpose as defined in clause 33 of **Section B** below and where applicable, any additional disclosed purpose relevant to a specific Service as defined below;
- 2.8. **“Elevate App”** means the Customer portal web application that is proprietary to Elevate Me and that can be accessed by registered Customers through the world wide web (“www”) at <https://elevate.co.za> or portal.elevate.co.za;
- 2.9. **“Elevate Group”** means Elevate Proprietary Limited (Registration Number: 2017/452357/07) and its Affiliates from time to time, including Elevate Life and Elevate Me;



- 2.9.1. **“Elevate Life”** means Elevate Life Proprietary Limited (Registration Number: 2016/001863/07), a binder holder and non-mandated intermediary who is an authorised FSP (FSP licence number 50555) that is responsible for marketing, distributing and servicing long-term insurance products;
- 2.9.2. **“Elevate Me”** or **“we”** or **“us”** or **“our”** means Elevate Me Proprietary Limited (Registration Number: 2019/437243/07);
- 2.9.3. **“Personal Information”** has the meaning given to it in POPIA and includes information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the Biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 2.9.4. **“Processing”** has the meaning given to it in POPIA and includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;
- 2.9.5. **“RSA”** means the Republic of South Africa;
- 2.9.6. **“Services”** means services provided through the Elevate App as provided for in clause 1.3 above as well as any additional services that may be provided through the Elevate App from time to time;
- 2.9.7. **“Special Personal Information”** has the meaning given to it in POPIA and includes health or sex life or Biometric information of a Data Subject, including Customers;
- 2.9.8. **“Terms of Use”** means the terms on which a Customer may use the Elevate App and Services, including the Privacy Policy, as agreed and recorded herein and accessible on the Elevate App;
- 2.9.9. **“Third-Party Data Providers”** means data sources with whom Elevate Me has integrated to obtain wearable data, healthcare data, financial data and credit data, including but not limited to wearable device providers, medical schemes **and/or medical scheme administrators, healthcare providers, managed care** organisations,



switches, clearing houses, practice management software and other system administration vendors, banking institutions and credit bureaus.

3. **Conditions of Access**

- 3.1. Your access to, and use of, the Elevate App and Services are subject always to the terms set out in these Terms of Use and the Privacy Policy for the Elevate App and Services detailed in **section B** below.
- 3.2. We do not guarantee that the Elevate App and Services will always be available and uninterrupted.
- 3.3. Regardless of the platform, gateway, portal or mode of access you use to access the Elevate App, your telecommunications third-party service provider may, depending on the type of contract you have, charge you for accessing the Elevate App and/or for any usage of the Elevate App (including but not limited to data charges and SMS charges). Elevate Me cannot be held responsible for these charges.

4. **Agreement of the Customer to Comply with these Terms of Use**

- 4.1. Use of the Elevate App and Services is subject to the Terms of Use, which shall be deemed to have been accepted by an identified Customer, if you register as a Customer or have been registered as a Customer on the Elevate App, and click/check "I agree to the Terms of Use, and I acknowledge and accept all the clauses highlighted in **BOLD CAPITAL PRINT** by the extent required by law separately".
- 4.2. The Customer agrees that the Terms of Use apply to any information accessed via the Elevate App and Services, and to all components of the Elevate App and Services.

5. **Changes to these Terms of Use and Privacy Policy**

- 5.1. Elevate Me reserves the right in its sole discretion, to vary or amend the Terms of Use, including its Privacy Policy, or introduce additional terms relating to the Elevate App and any Services. Any amendments to the Terms of Use and Privacy Policy will be published on the Elevate App from time to time.
- 5.2. On the first occasion on which an identified Customer uses the Elevate App after Elevate Me amends the Terms of Use and Privacy Policy, the Customer will be notified that amendments to the Terms of Use and Privacy Policy have been affected and the Customer will be required to re-click/check "I agree to the Terms of Use, and I acknowledge and accept all the clauses highlighted in **BOLD CAPITAL PRINT** by the extent required by law separately" in order to continue to use the Elevate App and Services thereafter. In addition, a copy of the amended Terms of Use and Privacy Policy will also be emailed to the Customer. The amended Terms of Use and Privacy Policy will immediately be treated as being effective and binding upon the Customer.
- 5.3. It is your responsibility to access the Terms of Use and Privacy Policy and familiarise yourself with any amendments to the Terms of Use and Privacy Policy on each occasion that you make use of the Elevate App and any Services.



- 5.4. The most updated version of the Terms of Use and Privacy Policy will apply each time that you access and use the Elevate App and any Services.
- 5.5. The Terms of Use shall on acceptance by an identified Customer be deemed to be a contract between Elevate Me and an identified Customer on the terms recorded in the Terms of Use.
- 5.6. If the Customer requires an electronic copy of these Terms of Use, the Customer should send the Elevate Me support team an email to support@elevate.co.za.

6. **Grant of Rights and Accounts**

- 6.1. In order to become and remain entitled to use the Elevate App and Services for the Disclosed Purpose, you must complete the applicable parts of the Elevate App registration page electronically, or where an account has been created for you, verify your email address and cell phone number in accordance with the instructions of the welcome email received from Elevate Me. Your email address and cell phone number will also be used for multifactor authentication when registering on the Elevate App as well as for your continued use of the Elevate App and Services.
- 6.2. To the extent that you have been registered as a Customer, we grant to you a non-exclusive, non-transferable, revocable licence to access and use the Elevate App (and any updates or supplements to it) and the Services; and to use any related electronic documentation available on the Elevate App to support your permitted use of the Elevate App and the Services ("**Documentation**"), for one account registered in your name, for your personal purposes and non-commercial use only.
- 6.3. You are only permitted to use one account. If you use more than one account, we may revoke all access.
- 6.4. You shall be allowed to create a profile and submit information through the Elevate App.
- 6.5. You will be able to submit information to Elevate Life via digital forms in order to purchase financial services products from Elevate Life or to receive quotes or information on their financial needs.
- 6.6. If you use the Elevate App, you must keep your access details (including, your username and password) confidential and not allow anyone else to use it. You also agree that any use of your access details shall be regarded as if you were the person using such information. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password.
- 6.7. Once you have registered on the Elevate App, certain information, functionalities and other features of the Elevate App and the Services will be accessible to you. Every time you access the Elevate App, you will have to re-enter your password and where applicable, enter your identity number to use certain information, functionalities and other features of the Elevate App and the Services.



- 6.8. Elevate Me may refuse to provide Services to you if we are unable to verify any information that you provide to Elevate Me.
 - 6.9. You agree that the following actions shall be material breaches of these Terms of Use:
 - 6.9.1. signing in as, or pretending to be, another person;
 - 6.9.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
 - 6.9.3. using interactive services in a way that is intended to harm, or could result in harm, to you or to other users of the Elevate App and Services; or
 - 6.9.4. gathering information about others without obtaining their prior written consent.
 - 6.10. You may change your password at any time, although Elevate Me may determine certain requirements that you will need to meet when choosing a new password. These requirements may be changed from time to time, and you may be required to update your credentials following such changes. For security reasons, you will also be required at regular intervals to change your password.
 - 6.11. You may change your cell phone number (to which you receive the one-time pin on login) and/or your email address (being your username) at any time, although you may not change both at the same time. When changing either, a one-time pin will be sent to the alternate contact point for verification of the change.
 - 6.12. Should you have any reason to believe that any of your Personal Information or account information has been compromised or exposed to any other person, either by your own actions or the actions of others, you must reset your password. If you have notified us of any such compromise, we shall deactivate your account until such time as you have reset your password.
 - 6.13. You will be automatically logged out of the Elevate App after a certain period of inactivity and will have to fill in your username and password again thereafter.
 - 6.14. You will be allowed to utilise a “reset password” function within the Elevate App. You will be notified via email and SMS once your password has been reset.
 - 6.15. You will also be allowed to utilise a “forgot password” function. You will be notified via email and SMS once your password has been reset.
 - 6.16. You acknowledge that your access to the Elevate App and Services may be refused if your information cannot be verified.
- 7. Right of Customer as user to access and use the Elevate App and Services**
- 7.1. You acknowledge that you are granted access by Elevate Me to use the Elevate App and Services based on the truth and correctness of the Personal Information recorded by you or on your behalf during the registration process as well as any subsequent amendments thereto by you.
 - 7.2. You guarantee that all information provided by you at any time to Elevate Me on or via the



Elevate App, will be true, accurate, current and correct and you undertake to update the information as and when required.

- 7.3. You acknowledge that you are not entitled to the continued use of the Elevate App and Services if there has been a wilful misrepresentation by you of Personal Information provided as part of the registration process and/or any subsequent amendments thereto by you.
- 7.4. You, therefore, guarantee that you have fully disclosed all relevant Personal Information and agree that these Terms of Use and any transactions related to these Terms of Use will be void if you do not meet this requirement.

8. **Right of Elevate Me to unilaterally terminate or suspend the Customer**

Elevate Me shall be entitled to unilaterally terminate or suspend the use of the Elevate App and Services by the Customer in the event of a breach of these Terms of Use by the Customer, or if the Personal Information of the Customer or any part thereof proves to be false or misleading.

9. **Rights, Obligations and Duties of Elevate Me**

- 9.1. Elevate Me shall be accessible and responsive to electronic communications on the Elevate App from the Customer regarding the use of the Elevate App and Services, or any other support queries or complaints related to the Elevate App and Services only.
- 9.2. Elevate Me shall in its sole discretion be entitled:
 - 9.2.1. to update, enhance or re-design the Elevate App from time to time as part of Elevate Me's continued investment in its intellectual property embedded in the Elevate App in order to sustain a competitive advantage or for any other legitimate business purposes;
 - 9.2.2. to determine the route of delivery and maintenance of Personal Information and electronic transactions between Elevate Me and the Customer;
 - 9.2.3. to designate nominated sub-contractors or service providers to assist with the design, implementation, maintenance and security of the Elevate App and Services;
 - 9.2.4. to determine the nature, format and operational procedures of any security measures to gain access to the Elevate App and Services.
- 9.3. Although the Customer may be granted access to enhancements, upgrades, later releases or versions of the Elevate App, the Customer shall have no general right thereto. These enhancements, upgrades, later releases or versions shall be made available to the Customer in Elevate Me's sole and absolute discretion.
- 9.4. The Customer's use of any enhancements, upgrades, later releases or versions will be governed by these Terms of Use, unless the Customer is asked to agree to new or additional



terms at the time of being granted access to the enhancements, upgrades, later releases or versions of the Elevate App.

10. Fees

- 10.1. Access to and use of the Elevate App and Services are free of charge for Customers for the Disclosed Purpose.
- 10.2. Elevate Me may in future decide to charge a fee for access to and use of the Elevate App and Services, or any component thereof or enhancements thereto but will always notify you before we do. If you do not accept the fee, you can terminate your access to and use of the Elevate App and Services by closing your account. Your access to and use of the Elevate App and Services will terminate at the end of the calendar month during which you closed your account.

11. Elevate Get A Quote Online Digital Tool

Any quote provided by using the Get A Quote online digital tool on the Elevate App, is an indicative quote and is subject to change based on your risk profile.

12. Elevate Needs Calculator Online Digital Tool

- 12.1. The Elevate Group makes all relevant product information clear and readily available so that you can make an informed decision. The Elevate Needs Calculator is not a financial advice tool, but it can provide indicative numbers and an idea of the types of cover you and/or your family may want to consider purchasing based on the information shared regarding your circumstances.
- 12.2. The Elevate Needs Calculator online digital tool uses your current and long-term circumstances and presents them in a manner that provides reasonable and relevant information that can be used to make an informed decision and get an indication of the nature of the obligations you and/or your loved ones would be left with, were the insured events to happen.
- 12.3. If, however, you are not comfortable to make your own decision based on all information at hand, it is best that you contact an accredited financial advisor to guide you through the decision-making process.

13. Content obtained from Third-Party Data Providers

- 13.1. The Elevate App contains the following dimensions:
 - 13.1.1. **My Wearables:** for access to current and historic fitness and wellness data extracted from the Customer's wearable devices and smartphones by participating Third-Party Data Providers and linked to the Customer's profile by Elevate Me at a frequency as determined by Elevate Me from time to time;
 - 13.1.2. **My Healthcare:** for access to current and historic health data extracted by Third-Party Data Providers from – (i) participating healthcare providers, who have rendered health services to the Customer, and/or (ii) if applicable, the Customer's medical scheme, where the medical scheme has agreed to participate, and linked to the Customer's profile by Elevate Me at a frequency as determined by Elevate Me from time to time;
 - 13.1.3. **My Financials:** for access to current and historic financial data extracted from the



Customer's bank accounts by participating Third-Party Data Providers and linked to the Customer's profile by Elevate Me at a frequency as determined by Elevate Me from time to time;

- 13.1.4. **My Credit:** for access to current and historic credit data extracted by participating Third-Party Data Providers and linked to the Customer's profile by Elevate Me at a frequency as determined by Elevate Me from time to time.

13.2. Upon you consenting to the activation of any of the above dimensions on the Elevate App by - (i) submitting your identity number, (ii) agreeing to these Terms of Use, and (iii) actively selecting the external data sources to be linked to your profile in each instance on the Elevate App, Elevate Me will access your Personal Information from the various Third-Party Data Providers that Elevate Me has integrated with for the Disclosed Purpose and link your Personal Information to your Elevate Me profile.

13.3. When you elect to activate any of the following dimensions, namely My Wearables, My Healthcare, My Financials and/or My Credit in the Elevate App, you may be required to accept the terms and conditions and privacy policies of the relevant Third-Party Data Providers that provide access to the relevant data. While such terms and conditions and privacy policies are independent from these Terms of Use and would establish a separate legal relationship by which you would be bound, you agree that such terms and conditions and privacy policies will apply to your use of the Elevate App and Services, where applicable.

13.4. Elevate Me does not guarantee the accuracy and/or completeness of the content obtained from Third-Party Data Providers.

13.5. In the event that the Customer identifies any inaccuracies or incompleteness in respect of any of the data reflected in the various dimensions linked to his/her/their profile, the Customer may inform Elevate Me via the Elevate App or by emailing support@elevate.co.za. Elevate Me will then advise the relevant Third-Party Data Provider accordingly. Elevate Me is not authorised to change any of such data as this is the responsibility of the relevant Third-Party Data Provider.

14. **Mobile devices and computers**

Elevate App is a web application, and the Customer shall acquire the mobile device and/or computer required for use of the Elevate App and associated Services.

15. **Electronic Communication, Records and Security Measures**

15.1. When you access the Elevate App, or contact us electronically, you accept that we may communicate with you using various electronic channels. All records that you send to us may be stored electronically and with third-party service providers that are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records unless you can prove otherwise.

15.2. If you are a registered Customer of the Elevate App and Services, you may receive communications from us electronically, including but not limited to email and SMS.

15.3. Any electronic communication (for example, an email, SMS, or WhatsApp) sent to you will be



regarded to have been received by you upon being sent by Elevate Me. This includes but is not limited to one-time pins (OTPs) and mobile push notifications. You are responsible for providing, at your expense, any access to data and any required equipment for purposes of such electronic communications.

- 15.4. Elevate Me takes all appropriate, reasonable technical and organisational measures, having due regard to generally accepted information security practices and procedures, to secure the integrity of your Personal Information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 15.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, meet any legal requirement that the communications be in writing.
- 15.6. If you receive an unsolicited email that appears to be from Elevate Me and that requests you to provide Personal Information to the sender (such as your username, password or a one-time pin (OTP)), it is most likely that the email was sent by a “phisher” or “spoofer.” Elevate Me will never ask for this type of information in an email. Responding to “phishing” places you and your Personal Information at risk. Elevate Me cannot be responsible for any consequences resulting from your response to any email sent by a “phisher” or a “spoofer”.
- 15.7. You are responsible for protecting your computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures necessary.

16. Marketing and Promotional Materials

- 16.1. Subject to the provisions of clause 19.7, based on how you use the Elevate App and Services, we may recommend products and/or Services, information or health and wellness advice to help you lead a healthier lifestyle or make the most of the Elevate App and Services.
- 16.2. We have a duty to keep you updated about any offers and new products and services that the Elevate Group make available from time to time. Any entity within the Elevate Group may communicate with you about these. By registering on the Elevate App, the Customer consents to the Elevate Group sending such marketing and promotional materials to the Customer.
- 16.3. The Customer may unsubscribe from receiving further marketing and promotional material. If the Customer wishes to do so, the Customer can follow the “unsubscribe” link in the material or send an email to Elevate Me at support@elevate.co.za. For the avoidance of doubt, it is recorded that in order to continue to use the Elevate App and Services, the Customer may not unsubscribe from system security communications, including but not limited to password reset emails and one-time pins received by email and SMS from Elevate Me.

17. Linking to Third-Party Websites and Applications (if applicable)

- 17.1. The Elevate App may contain certain images and links to other third-party websites (“**Third-Party Websites**”), and applications with information, content or material produced by other third parties (“**Third-Party Applications, Software or Content**”). These Third-Party Websites



and Third-Party Applications, Software or Content are not under the control of Elevate Me, and Elevate Me is not responsible for the information, content or material on any Third-Party Websites or Third-Party Applications, Software or Content, including, any link contained in a linked website, or any changes or updates to a linked website.

- 17.2. Elevate Me is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by Elevate Me of the linked Third-Party Websites, or Third-Party Applications, Software or Content, their business or security practices, or any association with their operators.
- 17.3. If you decide to leave the Elevate App and access the Third-Party Websites or to use or install any Third-Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies will no longer be applicable in such circumstances. You will need to make your own independent judgement about whether to use any such Third-Party Websites or to use or install any Third-Party Applications, Software or Content, including whether to buy any products or services offered by them, or to use or install any Third-Party Applications, Software or Content. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites to which you navigate from the Elevate App or relating to any Third-Party Applications, Software or Content you use or install.
- 17.4. Should you have any queries arising from transactions you conclude with such Third-Party Websites and Third-Party Applications, Software or Content, you will be required to contact them directly.

18. Intellectual Property

- 18.1. Elevate Me is the owner and/or rightful licensee of all intellectual property rights in the Elevate App and Services, in the material published on it and in its various components, including but not limited to, concepts, know-how, data Processing techniques, copyrights, patents, designs (including the Elevate App look and feel and layout), inventions and trade marks, which are created, invented and/or developed, registered or unregistered and any subsequent added features. Those works are protected by local and international laws and treaties around the world. All such rights are reserved.
- 18.2. You may download or print Content or individual sections or pages of the Elevate App for your personal use and information only, provided that any such copy has attached to it the relevant proprietary notices and/or disclaimers. Any material downloaded or otherwise obtained through the Elevate App is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- 18.3. Except if permitted under this or another agreement with Elevate Me, no portion of the Elevate App and Services may be copied or transmitted via any means available now or in the future.
- 18.4. Any unauthorised use, alteration or dissemination of the Elevate App and Services, and all intellectual property rights related thereto, is prohibited.



- 18.5. The Customer will not acquire any right, title or interest, including any intellectual property rights, in respect of the Elevate App and Services, other than his/her/their Personal Information, which will only be used by us in accordance with our Privacy Policy.
- 18.6. Elevate Me shall be entitled to take all such steps, which may in the absolute discretion of Elevate Me, be necessary in order to protect its intellectual property in the Elevate App and Services, and/or to regulate the use thereof.
- 18.7. You agree that if you breach the terms of this clause 18 (Intellectual Property), Elevate Me will have the right to claim damages from you, which will include the right to claim special, incidental, consequential or indirect damages. Elevate Me will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

19. **Disclaimers, Limitation of Liability and Indemnities**

- 19.1. **PLEASE READ THE PROVISIONS OF THIS SECTION CAREFULLY, AS THEY EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LOSSES SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF OUR ELEVATE APP AND OUR SERVICES.**
- 19.2. The Elevate App and Services are supplied on an “as is” and “as available” basis and are subject to change without notice. The Elevate App and Services have not been compiled to meet the individual needs or requirements of Customers. It is the responsibility of the Customer to satisfy himself/herself/themselves, prior to being registered and using the Elevate App and Services that the capabilities of the Elevate App and Services meet the Customer's individual requirements and are compatible with the Customer's mobile device or computer.
- 19.3. Elevate Me makes no warranty or representation, whether express or implied, that the Elevate App and Services, or any electronic communications sent by Elevate Me are free from viruses or other harmful components.
- 19.4. Although Elevate Me is fully committed to providing you with the best possible service, Elevate Me does not warrant that the Elevate App and Services shall be available without interruption.
- 19.5. Elevate Me is not responsible for:
- 19.5.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, pandemics, other “acts of God”, fire, labour unrest, or any other cause beyond the reasonable control of Elevate Me; or
 - 19.5.2. any inaccurate, incomplete or inadequate information obtained from the Elevate App or supplied by you.
- 19.6. The Customer acknowledges and understands that the information included on the Elevate App does not constitute advice or intermediary services in terms of the Financial Advisory



and Intermediary Services Act, 2002 (No. 37 of 2002). The Customer should consult with his/her/their financial advisor, should he/she/they require any financial services or financial products.

- 19.7. To the extent that health and wellness information may be provided on the Elevate App, such information is based on best practice and on current recommendations and guidelines. These obviously change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. You should not discontinue any treatment you may be receiving on the basis of information reflected on the Elevate App without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.
- 19.8. **WHILE ELEVATE ME MAKES EVERY EFFORT TO ENSURE THAT THE CONTENT AND INFORMATION ON THE ELEVATE APP IS COMPLETE, ACCURATE AND UP TO DATE, ELEVATE ME DOES NOT GIVE ANY WARRANTIES OR REPRESENTATIONS THAT CONTENT, INFORMATION AND SERVICES RENDERED ON THE ELEVATE APP ARE SCIENTIFICALLY, FACTUALLY OR ETHICALLY CORRECT OR COMPLETE.**
- 19.9. **YOU ARE RESPONSIBLE FOR THE INFORMATION YOU SUBMIT ON THE ELEVATE APP AND, EXCEPT TO THE EXTENT THAT ANY SUCH LOSSES ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO OUR GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ANYONE ACTING FOR OR UNDER OUR CONTROL, YOU AGREE TO, AT YOUR SOLE EXPENSE, DEFEND, INDEMNIFY AND HOLD ELEVATE ME HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, OR EXPENSES WHICH ELEVATE ME MAY INCUR AS A RESULT OF INFORMATION YOU SUBMIT ON THE ELEVATE APP.**
- 19.10. **ELEVATE ME DOES NOT EDIT PERSONAL INFORMATION SUBMITTED TO THE ELEVATE APP BY THE CUSTOMERS OR RECEIVED FROM THIRD-PARTY DATA PROVIDERS, AND SHALL NOT BE LIABLE FOR ANY UNTRUTHFUL OR INACCURATE OR INCOMPLETE SUBMISSIONS OR INFORMATION.**
- 19.11. **CUSTOMERS USE THE ELEVATE APP AND SERVICES AT THEIR OWN RISK AND FULLY INDEMNIFY ELEVATE ME, OUR SHAREHOLDERS, AFFILIATES, DIRECTORS AND EMPLOYEES AGAINST ANY DIRECT OR INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL LIABILITY, LOSS AND/OR DAMAGES RESULTING FROM THE USE OF THE ELEVATE APP AND SERVICES FOR THEIR INTENDED PURPOSE.**
- 19.12. **SUBJECT TO THE PROVISIONS OF POPIA AND SECTIONS 43(5) AND 43(6) OF ECTA, TO THE EXTENT APPLICABLE, AND TO THE FULLEST EXTENT PERMITTED IN LAW, ELEVATE ME (INCLUDING ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, INTERNET SERVICE PROVIDERS, PARTNERS, AFFILIATES AND AGENTS) SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, LOSS AND/OR OR LIABILITY OF ANY NATURE INCURRED BY WHOMEVER AND RESULTING FROM:**
- 19.12.1. **ACCESS TO THE ELEVATE APP AND SERVICES;**
- 19.12.2. **THE USE OF THE ELEVATE APP AND SERVICES;**
- 19.12.3. **AN INABILITY TO ACCESS AND USE THE ELEVATE APP AND SERVICES;**



- 19.12.4. **THE CONTENT AVAILABLE ON THE ELEVATE APP;**
 - 19.12.5. **ANY OTHER REASON RELATING TO ESTABLISHING, MAINTAINING AND PROVIDING ACCESS TO AND AUTHORITY TO USE THE ELEVATE APP AND SERVICES;**
 - 19.12.6. **YOUR ACTIONS OR OMISSIONS THAT RESULT IN A BREACH OF THE PRIVACY POLICY;**
 - 19.12.7. **IF APPLICABLE, ANY LINKS TO OTHER WEBSITES FROM THE ELEVATE APP INCLUDING WEBSITES OF THIRD-PARTY DATA PROVIDERS. ELEVATE ME IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND YOU AGREE THAT THE INCLUSION OF LINKS DOES NOT IMPLY AN ENDORSEMENT BY ELEVATE ME OF THE LINKED WEBSITE, THEIR BUSINESS OR SECURITY PRACTICES, OR ANY ASSOCIATION WITH ITS OPERATORS;**
 - 19.12.8. **DENIAL OF ACCESS TO THE ELEVATE APP AND SERVICES, SHOULD WE HAVE REASON TO BELIEVE THAT YOU ARE CONDUCTING ACTIVITIES THAT ARE ILLEGAL, ABUSIVE, WOULD AFFECT THE INTEGRITY OF THE ELEVATE APP AND SERVICES, OR PLACE ELEVATE ME IN DISREPUTE.**
- 19.13. **YOU ACCEPT THAT SOME OF THE INFORMATION, CONTENT, TOOLS OR MATERIALS ON THE ELEVATE APP COME FROM EXTERNAL SOURCES (INCLUDING THIRD-PARTY DATA PROVIDERS), AND YOU AGREE THAT ELEVATE ME IS NOT RESPONSIBLE, AND WILL NOT BE HELD LIABLE, FOR ANY INFORMATION OR CONTENT, RECEIVED FROM THESE EXTERNAL SOURCES. YOU AGREE TO INDEMNIFY ELEVATE ME, ITS SHAREHOLDERS, OFFICERS, DIRECTORS AND EMPLOYEES, AND WILL NOT HOLD THEM RESPONSIBLE FOR ANY CLAIM RELATING TO YOUR USE OF THE ELEVATE APP AND SERVICES OR AS A RESULT OF ANY ERRORS OR INACCURACIES OR INCOMPLETE INFORMATION MADE AVAILABLE BY EXTERNAL SOURCES (INCLUDING THIRD-PARTY DATA PROVIDERS) ON THE ELEVATE APP, AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, LOSS AND/OR OR LIABILITY OF ANY NATURE THAT MAY ARISE FROM ANY DISCLOSURE TO OR BY ANY EXTERNAL SOURCES (INCLUDING THIRD-PARTY DATA PROVIDERS).**
- 19.14. **WE DO NOT CHARGE YOU ANY FEE FOR ACCESS TO AND USE OF THE ELEVATE APP AND OUR SERVICES. ON THIS BASIS, IF ANY OF THE LIMITATIONS OR EXCLUSIONS OF ELEVATE ME'S LIABILITY IN THESE TERMS OF USE ARE HELD BY ANY COMPETENT COURT, ARBITRATOR OR AUTHORITY TO BE INVALID OR UNENFORCEABLE, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES, LOSSES AND/OR LIABILITIES SUFFERED BY YOU, EXCEED R1,000.**

20. Confidentiality

- 20.1. Elevate shall only access, use, Process, transfer and retain the Customer's Personal Information for the Disclosed Purpose.
- 20.2. **ELEVATE ME SHALL FOR PURPOSES OF VERIFICATION OF PERSONAL INFORMATION OF THE CUSTOMER, BE ENTITLED TO ACCESS, INSPECT, AND IF IT SO ELECTS, TO MAKE AND RETAIN COPIES OF ANY RELEVANT STATUTORY RECORDS FOR WHICH PURPOSE THE CUS-**



TOMER AUTHORISES ELEVATE ME TO ACCESS AND OBTAIN SUCH INFORMATION FROM THE PRIVATE OR PUBLIC BODY WHICH HOLDS SUCH INFORMATION AND THE INFORMATION OFFICER OF THE RELEVANT PRIVATE OR PUBLIC BODY TO PROVIDE ELEVATE ME WITH SUCH INFORMATION.

21. Children's Privacy

We are committed to protecting the privacy of children. The Elevate App and Services are not intended or designed for children under the age of 18 (eighteen).

22. Legal Relationship

22.1. Elevate Me shall remain an independent contractor providing a web application and Services to Customers.

22.2. No other contractual relationship shall come into existence between Elevate Me and the Customer.

23. Statutory Compliance

23.1. **IT IS YOUR DUTY TO ENSURE THAT AT ALL TIMES WHEN USING THE ELEVATE APP AND ANY SERVICES:**

23.1.1. **YOU OBSERVE AND COMPLY WITH ALL OF THE PROVISIONS OF APPLICABLE LAW, AND ANY AMENDMENT THEREOF WHEN USING THE ELEVATE APP AND ANY SERVICES;**

23.1.2. **YOU USE THE ELEVATE APP AND ANY SERVICES ONLY AS AUTHORISED IN TERMS OF THESE TERMS OF USE.**

24. Assignment

24.1. The Customer shall not cede, assign or transfer any of his/her/their rights and obligations in these Terms of Use without the prior written consent of Elevate Me.

24.2. Elevate Me is entitled to cede, assign or transfer any of its rights and obligations in these Terms of Use without the Customer's prior written consent.

25. Disputes, claims and legal proceedings

25.1. Any dispute declared by the Customer and any claim which the Customer may have against Elevate Me arising out of or in connection with these Terms of Use, including after termination, cancellation or amendment of these Terms of Use will be referred to arbitration in accordance with the Arbitration Act 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.

25.2. If Elevate Me declares a dispute with the Customer or wishes to institute any claim or legal proceedings against the Customer arising out of or in connection with these Terms of Use, Elevate Me reserves the right to deal with the matter in a forum of its choice, which will include but will not be limited to, the courts of South Africa. This right will continue to apply after termination, cancellation or amendment of these Terms of Use.



- 25.3. Notwithstanding anything to the contrary contained in these Terms of Use, neither the Customer nor Elevate Me will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

26. **Governing Law**

- 26.1. By accessing and using the Elevate App and Services, you agree that these Terms of Use will be governed by and construed in accordance with the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from these Terms of Use.
- 26.2. If the use of any information or material on the Elevate App is unlawful in any jurisdiction (because of the Customer's nationality, residence or for some other reason) ("**unlawful information**"), then that unlawful information is not offered to the Customer. If the Customer is outside the Republic of South Africa, the Customer must satisfy himself/herself/themselves that he/she/they are lawfully able to use any such information and materials. Elevate Me accepts no liability, to the extent allowed by the law, for any costs, losses or damages resulting from or related to the access or attempted access of any information or materials by anyone outside the Republic of South Africa.

27. **Miscellaneous Matters**

- 27.1. The headings appearing in these Terms of Use are for reference purposes only and shall not affect the interpretation hereof.
- 27.2. In these Terms of Use, unless specified otherwise, use of the singular includes the plural, use of any gender is deemed to include every gender, and any reference to a person includes a company, close corporation, a partnership and any other body or entity, and vice versa.
- 27.3. Use of the words includes or including or similar words or phrases means without limitation, and the use of these or similar words or phrases shall not limit the meaning of the general words.
- 27.4. These Terms of Use (including our Privacy Policy) constitute the whole agreement and understanding between you and us in relation to their subject matter and the use of the Elevate App and our Services. Except in case of fraud, all previous agreements, understandings, undertakings, representations, warranties, promises and arrangements between you and us relating to the subject matter of these Terms of Use or your use of the Elevate App or our Services are superseded, except as otherwise expressly stated in these Terms of Use.
- 27.5. You agree that any notices and other communication may be given by us by email or posted on the Elevate App and this will comply with any legal requirement for such communications to be in writing. You also expressly agree that any notice or other communication made in such manner will be deemed to have been received by you 96 (ninety-six) hours after email or posting.
- 27.6. In the event that any part of these Terms of Use is found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to



be valid and enforceable.

27.7. No relaxation or indulgence which Elevate Me may grant to the Customer will be deemed to be a waiver of any of Elevate Me's rights in these Terms of Use or in law.

27.8. Should Elevate Me be prevented from fulfilling any of its obligations to the Customer as a result of any event of force majeure, where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including but not limited to lightning, fire, flood, extremely severe weather, pandemic, strike, lockout, labour dispute, act of God, war (whether declared or not), riot, civil commotion, military operations, explosion, malicious damage, failure of any telecommunications, power grids or computer systems, compliance of any law or requirement of any government or other competent local coal authority, accident (or by any damage caused by any of such events), Elevate Me shall not be liable for any breach of its obligations, and such obligations shall be suspended until such force majeure has passed, or until Elevate Me has given the Customer 10 (ten) days' written notice of the termination of such obligations.

27.9. The termination of any agreement created by these Terms of Use will be without prejudice to any other rights or remedies that the Customer or Elevate Me may be entitled to under these Terms of Use or at law, and will not affect any of the Customer's or Elevate Me's accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms of Use, which is expressly or by implication intended to come into or continue in force on or after such termination.

28. **Costs**

Any costs, including legal costs on attorney and own client scale, incurred by Elevate Me arising out of the Customer's breach of these Terms of Use, will be borne by the Customer.

29. **Proof of date of publication and version of terms**

29.1. A certificate signed by our directors will, unless the contrary is proven, be sufficient evidence of:

29.1.1. the date of publication and the content of the Terms of Use and new Terms of Use;

29.1.2. the date of publication and the content of earlier versions of the Terms of Use;

29.1.3. the date and content of any communication and notifications sent in terms of the Terms of Use.

B. **PRIVACY POLICY FOR ELEVATE APP AND SERVICES**

30. **Introduction**

30.1. Our Privacy Policy is complementary to, and should be read and understood in conjunction with, the Terms of Use set out in **section A** above.



30.2. Elevate Me is committed to protecting and respecting the privacy rights of each Customer that makes use of the Elevate App and any Services, and as such, is committed to and undertakes to adhere to the principles set out in our Privacy Policy and Applicable Law in the gathering, Processing, storage and disclosure of Personal Information of Customers.

30.3. From time to time, Elevate Me may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Elevate App and Services. We apply every effort to ensure that our sub-contractors and third-party service providers comply with our Privacy Policy and widely accepted security standards and that they will be accountable for any non-compliance.

30.4. We will always collect the minimum amount of Personal Information necessary to provide the Service to you.

31. **Application of this Privacy Policy**

31.1. This Privacy Policy applies to the Personal Information Elevate Me collects in connection with the Elevate App and Services.

31.2. Any information submitted on the Elevate App by you, including Personal Information and Special Personal Information as defined in POPIA, is made voluntarily made voluntarily, is made with express informed consent where legally required, and is subject to our Privacy Policy.

32. **Purpose of this Privacy Policy**

The purpose of this Privacy Policy is to inform you about how Elevate Me Processes your Personal Information.

33. **Disclosed Purpose**

33.1. The purpose of the Elevate App and Services and the use thereof:

33.1.1. is for Customers, who are entitled to do so, to access the Elevate App and Services, provided they comply with the registration requirements and accept the Terms of Use applicable then;

33.1.2. is for Elevate Me as operator to transfer and store the Personal Information of Customers with their express specific consent with a third-party service provider in a foreign country nominated by Elevate Me in a manner which protects the Personal Information against disclosure to unauthorised third parties,

(“the Disclosed Purpose”).

34. **Disclosures**

34.1. The undermentioned disclosures are made by Elevate Me as the owner and operator of the Elevate App and Services, who Processes, transfers and retains the Personal Information:

34.1.1. disclosed by Customers in terms of the registration process to be able to use the Elevate App and any Services for its intended purpose; and



- 34.1.2. disclosed or created by Customers while making use of the Elevate App for any other purpose which may be made available by Elevate Me via the Elevate App from time to time, including but not limited to the updating of Personal Information.

35. **Applicable Law pertaining to the Privacy Policy**

- 35.1. The provisions of ECTA and POPIA are applicable to the Elevate App and Services, and the use thereof, and without limiting the generality of the foregoing, specifically the following provisions:

- 35.1.1. the definitions of 'consent', 'data subject', 'electronic communication', 'filing system', 'operator', 'personal information', 'private body', 'processing', 'responsible party' and 'special personal information' as defined in section 1 of POPIA;
- 35.1.2. the legal requirements for Processing, recording, transferring and storing Personal Information by a service provider in a foreign country;
- 35.1.3. the principles or provisions relating to electronic communications;
- 35.1.4. the consumer protection measures, including the protection of Personal Information;
- 35.1.5. the limitation by agreement of the liability of Elevate Me as owner of the Elevate App and service provider of the Services.

- 35.2. The aforementioned provisions may be viewed or downloaded from:

- 35.2.1. <https://www.gov.za/documents/electronic-communications-and-transactions-act>; and
- 35.2.2. <https://www.gov.za/documents/protection-personal-information-act>.

- 35.3. It is the responsibility of the Customer to ensure that the copies downloaded or viewed as per clause 35.2 are the most recent versions of ECTA and POPIA.

36. **These Terms of Use shall on acceptance by an identified Customer:**

- 36.1. constitute a written warranty by the Customer of the authenticity, truth and correctness of any Personal Information posted to and stored on the Elevate App;
- 36.2. constitute a written authority to Elevate Me:
 - 36.2.1. to collect, collate, Process, disclose and store the Personal Information of the Customer on the Elevate App for the Disclosed Purpose;
 - 36.2.2. to transfer and retain the Personal Information of the Customer on the Elevate App with a disclosed service provider in a foreign country in a manner that complies with the Applicable Law;
 - 36.2.3. to retain a record of the Personal Information of the Customer for a period of one year after the Customer requests his/her/their Personal Information to be deleted or removed from the Elevate App;
 - 36.2.4. to disclose the Personal Information of the Customer if obliged to do so in law; and



- 36.2.5. to collate, Process and use the de-identified / anonymised aggregated information of the Customer for statistical, benchmarking and research purposes on a commercial basis.

37. **Personal Information which Elevate Me may Process**

- 37.1. You hereby agree that Elevate Me may Process your Personal Information (including Special Personal Information) for the purpose of carrying out the Services and as necessary for pursuing any other legitimate business interests of Elevate Me. You furthermore understand that your Personal Information may from time to time reside outside the RSA and you hereby agree that your Personal Information may be transferred, stored and/or Processed in such locations for the purposes set out above.
- 37.2. Some of our Third-Party Data Providers are situated outside South Africa. You consent to your Personal Information (including account information and security credentials) being transferred cross-border so that we can render these Services to you.
- 37.3. You further agree that Elevate Me may Process the following Personal Information about you:
- 37.3.1. registration information: including name, surname, email address, cell phone number, date of birth, age, gender, medical scheme name, medical scheme number, and password you provide when you register to use the Elevate App and Services;
 - 37.3.2. verification information: including identity number, login credentials, and passwords;
 - 37.3.3. demographic information: including date of birth, gender, education level, smoking status, occupation, employment status;
 - 37.3.4. wellness data integration information: including:
 - 37.3.4.1. identity number;
 - 37.3.4.2. current and historic wearable information: including wearable device credentials; wearable data received from your wearable Third-Party Data Provider(s) such as activity data on steps / calories / active minutes / distance travelled, height, weight, sleep, nutrition, blood pressure, heart rate, glucose and blood oxygenation;
 - 37.3.4.3. current and historic healthcare information: including episodes of care, event date, treating doctor and amount paid; pharmacy information relating to medication that was dispensed to you, on which date and from which pharmacy, other healthcare provider information, including general practitioner and specialist healthcare provider information, such as information relating to consultations and the procedures carried out by that healthcare provider and the event date; hospital information relating to any hospitalisation, the facility name, admission date, discharge date, discharge diagnosis and reason for hospitalisation; select clinical test and investigation results and reports from pathologists such as the test / investigation name, date the test or investigation was performed and the results / reports pertaining required for underwriting and ongoing management of risk;



- clinical results, images and reports from radiologists such as the test name, date of the test and the results; medical scheme name and medical scheme number; medical conditions reimbursed by your medical scheme;
- 37.3.4.4. current and historic financial information: including banking institution credentials, financial information received from your banking institution(s) made accessible by our financial Third-Party Data Provider(s) such as account balances and transactional information;
- 37.3.4.5. current and historic credit information: including credit information collected by the National Credit Regulator and received from our credit Third-Party Data Provider(s) such as credit bureau data, credit score, credit account information, balances, payment history, defaults, judgements, current and past employer information, current and past address information, current and past cell phone number;
- 37.3.5. goals information: including personalised monthly goals to improve and maintain your holistic wellness such as completing a targeted number of physical activities and/or steps within a set period, adopting healthy credit and savings behaviour, taking responsible management of any existing health conditions, and ensuring appropriate cover for your family's financial service needs;
- 37.3.6. rewards program information: including monthly and accumulated cashbacks on premiums; information on competitions and campaigns to reward the achievement of wellness goals;
- 37.3.7. quoting and underwriting information for life, disability and/or severe illness cover: including age, gender, smoking status, information about your highest education, main occupation, home and family details, gross monthly income, net monthly income, monthly expenses, amount of savings, amount of your outstanding credit, household income and your existing insurance cover and benefits; retirement age, future travel, recreational activities, full medical history and family medical history;
- 37.3.8. insurance policy information for life, disability and/or severe illness cover: including information pertaining to policy confirmation and policy administration such as policy number, bank account information, debit order information, premium amount, cover amounts, available benefits, policy contracts and beneficiary details;
- 37.3.9. marketing and communications information: including your preferences in respect of receiving marketing information from us and our third parties, and your communication and language preferences;
- 37.3.10. Financial Intelligence Centre Act 38 of 2001 (FICA) compliance information: including your name, surname, identity number, email address, and telephone numbers; and
- 37.3.11. any other Personal Information, as defined in POPIA, of a Customer required for the Disclosed Purpose;



- 37.4. Where applicable and to the extent appropriate, you confirm that we may share your Personal Information within the Elevate Group for:
- 37.4.1. administration;
 - 37.4.2. fraud prevention;
 - 37.4.3. the provision of Elevate Me Services, benefits and infrastructure to help you in your personal capacity.
- 37.5. We may facilitate the Processing of your Personal Information using automated means (without human intervention in the decision-making process) for Elevate Life to make a decision about you or your application for any product or Service. You may query the decision made about you.
- 37.6. Elevate Me may also Process, collect, store and/or use aggregated data, which may include historical or statistical data ("**Aggregated Data**") for any purpose, including for know-how, marketing, statistical and academic research purposes and to customise our products and Services to meet your needs. Aggregated Data may be derived from your Personal Information but is not always considered Personal Information, as this data does not directly or indirectly reveal your identity. However, if we combine or connect Aggregated Data with your Personal Information in a manner that has the result that it can directly or indirectly identify you, we will treat the combined data as Personal Information, which will be managed in accordance with this Privacy Policy.
- 37.7. Elevate Me engages third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about Customers to help us understand the offers, promotions, and types of advertising that are most appealing to our Customers. The Personal Information they collect is aggregated and cannot be linked to a person.
- 37.8. In addition, we may disclose your Personal Information to law enforcement, other government officials, or other third parties as may be necessary in connection with an investigation of fraud, intellectual property infringements, cyber crime, or other activity that is illegal or may expose us to legal liability.
- 37.9. Your privacy is important to us and we will therefore not sell, rent or provide your Personal Information to unauthorised third parties for their independent use, without your consent.
- 37.10. If we want to share your Personal Information for any other reason, we will do so only with your permission.

38. **Collection directly from the Customer**

- 38.1. Elevate Me shall, as far as possible, always collect Personal Information about a Customer directly from the Customer, except in the following circumstances:
- 38.1.1. where Personal Information is collected from a public record, or from another source if the information has already been made public by the Customer;



- 38.1.2. where the Customer has given their written consent to Elevate Me to collect their Personal Information from another source, including Third-Party Data Providers;
- 38.1.3. where the collection of a Customer's Personal Information from another source will not prejudice any of the Customer's legitimate interests;
- 38.1.4. where the collection of Personal Information from another source is necessary to maintain Elevate Me's legitimate interests or those of any third party it intends sharing the information with;
- 38.1.5. where the collection of Personal Information directly from the Customer would prejudice the purpose for the collection; and/or
- 38.1.6. where the collection of Personal Information directly from the Customer is not reasonably practicable in the circumstances.

38.2. If Elevate Me collects Personal Information from a source other than the Customer, it shall record in writing the details of that source, including the full names and contact details of that source where applicable.

39. **Further Processing**

- 39.1. Elevate Me shall not Process a Customer's Personal Information for any purpose not previously specified, except in the following circumstances:
 - 39.1.1. where the Customer has consented to such further Processing;
 - 39.1.2. where the further Processing is necessary for the exercise of any contractual rights or the fulfilment of any obligations between Elevate Me and the Customer;
 - 39.1.3. where the further Processing activities are linked to or compatible with the original purpose;
 - 39.1.4. where the further Processing is necessary for the prevention, detection, investigation, prosecution and punishment of an offence;
 - 39.1.5. where the further Processing is necessary to enforce any law;
 - 39.1.6. where the further Processing is necessary for the conduct of legal proceedings in any court or tribunal that have commenced or are reasonably contemplated;
 - 39.1.7. where the further Processing is necessary to prevent or mitigate a serious and imminent threat to the life or health of the Customer or another individual; and/or
 - 39.1.8. where the further Processing is necessary for historical, statistical or research purposes.
- 39.2. Elevate Me shall ensure that if it intends Processing Personal Information for other purposes not previously specified, it shall notify the Customer of such further purposes and the possible consequences of the intended further Processing for the Customer.



40. **Security safeguards**

Elevate Me will take appropriate, reasonable technical and organisational measures having regard to generally accepted practices and procedures, including, without limitation, all appropriate technical and organisational safeguards and controls it employs with respect to information of its own that it regards as confidential and proprietary, to preserve and protect the integrity and confidentiality or proprietary nature of the Personal Information of the Customer, and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality.

41. **Cross-border transfers of Personal Information**

If Elevate Me is required to transfer Personal Information from the RSA to a third party in a foreign country, it shall ensure that the third party is subject to a law, binding code of conduct or contract which effectively upholds principles for the reasonable Processing of Personal Information which are substantially similar to the data protection offered in the RSA.

42. **Cookies**

42.1. The use of cookies is an industry standard. Our Elevate App uses cookies, which are small text files sent by a web server to store on a web browser. Cookies are used to ensure the Elevate App functions properly, stores Customers' preferences when needed, and collects anonymous statistics on usage of the Elevate App.

42.2. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting, you may be unable to access certain parts of the Elevate App. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Elevate App. If you accept a "cookie" or fail to deny the use of "cookies", you agree that we may use your Personal Information collected using "cookies" (subject to the provisions of this Privacy Policy). Where you either reject or decline cookies, you are informed that you may not be able to fully experience the interactive features of the Elevate App.

43. **Support by Elevate Me**

43.1. Elevate Me provides:

- 43.1.1. operational and technical support which records the Personal Information of the Customer making the query or logging the information request;
- 43.1.2. an electronic mail service request or query facility which retains the sender's email address and query.

44. **Internet transmissions**

Please be aware that internet transmissions are never completely private or secure and that, while we will use our best endeavours within our reasonable power to prevent it, any message or information you send using the Elevate App and any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.



45. **Retention of Personal Information**

- 45.1. We will keep your Personal Information for as long as you are an active Customer on the Elevate App.
- 45.2. We delete your Personal Information when you terminate your use of the Elevate App and Services but will retain some Personal Information for so long as we are obliged to do so under South African law. Such information will always be maintained under the same security and privacy controls that are in place for other users of the Elevate App and Services.
- 45.3. Elevate Me may, if it has de-identified Personal Information, keep such information for historical, statistical or research purposes. Elevate Me shall ensure that appropriate safeguards are in place to prevent those records from being used for any other purposes, or against the information being re-identified.

46. **Revocation of consent for data sources**

Customers may at any time revoke their consent to Elevate Me's use of their Personal Information by disabling data sources for any dimensions independently on the Elevate Portal. Upon revocation, the Customer's account will still be registered, but the Customer's Personal Information with respect to such specific data source will not be utilised from the date of such revocation.

47. **Elevate Me staff**

Elevate Me staff are bound by comprehensive confidentiality obligations. Our staff are given access only to the Personal Information they are required to see in order for them to fulfil their responsibilities. In all cases we provide access to the minimum amount of information.

48. **Privacy Policies of Third-Party Data Providers**

Elevate Me does not exercise control over the privacy policies of Third-Party Data Providers and you should refer to their privacy policies to see how they protect your privacy.

49. **Rights of Customers**

- 49.1. By law, Customers have a number of rights (subject to certain conditions) when it comes to their Personal Information. Further information and advice about the rights of Customers can be obtained from the Information Regulator (South Africa), established in terms of section 39 of POPIA ("**Information Regulator**"). Customers can exercise any of these rights by contacting Elevate Me through their details below. These rights include the following:
- 49.1.1. The right to object to Processing: Customers have the right to object to the Processing of their Customer Personal Information on reasonable grounds relating to their particular situation, unless legislation provides for such Processing;
- 49.1.2. The right to be informed: Customers have the right to be informed that Personal Information about them is being collected, where the information is being collected from and the purpose for which the information is being collected;
- 49.1.3. The right of access: Customers have the right to access their Personal Information, subject to certain rights of the discloser to refuse access to this information in terms of the Promotion of Access to Information Act, 2000 (No. 2 of 2000);



- 49.1.4. The right to correction, destruction or deletion: Customers are entitled to have their Personal Information corrected if it is inaccurate or incomplete, destroyed and/or deleted subject to Applicable Law. There may be some information that we are required by South African law to retain;
- 49.1.5. The right to lodge a complaint: Customers have the right to lodge a complaint about the way Elevate Me handles or Processes their Personal Information with the Information Regulator;
- 49.1.6. The right to withdraw consent: If Customers have given their consent to anything Elevate Me does with their Personal Information, they have the right to withdraw their consent at any time (although if Customers do so, it does not mean that anything Elevate Me has done with their information with their consent up to that point is unlawful). Note that such withdrawal in certain circumstances may mean that Customers can no longer continue to use the Elevate App and/or Services.

50. Unauthorised access

- 50.1. Where there are reasonable grounds to believe that the Personal Information of a Customer has been accessed or acquired by any unauthorised person, Elevate Me will notify the Customer and the Information Regulator which is appointed in terms of POPIA, as soon as reasonably possible after the discovery of the compromise, taking into account the legitimate needs of law enforcement or any measures reasonably necessary to determine the scope of the compromise and to restore the integrity of the Elevate App and Services.
- 50.2. Elevate Me will delay in notifying the Customer of the unauthorised access or acquisition of the Customer's Personal Information, if a public body responsible for the prevention, detection or investigation of offences or the Information Regulator informs Elevate Me that notifying the Customer will impede a criminal investigation.
- 50.3. When Elevate Me notifies the Customer of the compromise to the security of the Customer's Personal Information, Elevate Me will provide the Customer with sufficient information to allow the Customer to take protective measures against the potential consequences of the compromise.

51. Mergers, Acquisitions, Consolidations or any form of sale of any assets

If we become involved in any merger, acquisition, consolidation, or sale of our assets and this involves the sharing in any way of your Personal Information, we will ensure the confidentiality of such information and let you know before your Personal Information is transferred and becomes subject to a different Privacy Policy. Should you not wish for your Personal Information to be so transferred, you may terminate your use of the Elevate App and Services by closing your account, which will result in the deletion of your Personal Information.

52. Use of Personal Information contrary to the Privacy Policy

If you believe that we have used your Personal Information contrary to this Privacy Policy, you must first attempt to resolve any concerns with us. Our contact details are below. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator in terms of POPIA.



C. CONTACT DETAILS OF ELEVATE ME

53. Our Address for Notices and service of Legal Process

Our chosen address for the service of any legal notice or process is:
2nd Floor Gateway West, 22 Magwa Crescent, Waterfall City, Midrand, 2066

54. Disclosure of Information

54.1. Company and Registration number:

54.2. Elevate Me Proprietary Limited (company registration number 2019/437243/07)

54.3. Physical address: 2nd Floor Gateway West, 22 Magwa Crescent, Waterfall City, Midrand, 2066

54.4. Telephone number: +27 010 824 6590

54.5. Website address: <https://elevate.co.za>

54.6. Email address: info@elevate.co.za

54.7. Place of registration: Republic of South Africa

54.8. Name of Information Officer: Matan Abraham

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