



## Website/Application Terms of Use

This document sets out the terms of Use of the Tracker Connect (Pty) Ltd and its affiliates (as defined in the Companies Act and Tracker's terms and conditions of service) ("Tracker") website at [www.tracker.co.za](http://www.tracker.co.za) and any online Tracker application software that is provided by Tracker and that you install or download from an online application store and access via a mobile device, including any smartphone or tablet ("Application" or "App")) (collectively the "Site"). Please ensure that you read these terms carefully before using the Site.

Tracker provides you, through the Use of its Site ("Use") with online access to information about Tracker and its products and services, as well as certain services that you may have access to in terms of an agreement between you and Tracker (the "Service"). **By accessing and using the Site, you agree to each of the terms and conditions set out herein** ("Terms of Use"). Additional terms and conditions applicable to specific areas of the Site or to particular content or transactions may also be available in particular areas of the Site and, together with these Terms of Use, will govern your Use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement".

Tracker reserves the right to amend this Agreement at any time without giving you prior notice. Your Use of the Site following any such amendment constitutes your agreement to be bound by its terms and conditions, as amended from time to time.

### 1. Use of Site

You may Use the Service, the Site, the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial, personal purposes and/or to learn about Tracker and its products and services. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Tracker reserves complete title and full intellectual property rights in all Content. Except as expressly authorized by this Agreement, you may not use, alter, reverse-engineer, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

### 2. Copyright

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### 3. Trademarks

You are prohibited from using any of the marks or logos appearing throughout the Site without prior written permission from the trademark owner, except as permitted by applicable law.

### 4. Links to Third-Party Web Sites

Links on the Site to third party websites or information are provided solely as a convenience to you. If you Use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Tracker of the third party, the third-party website, or the information contained therein. Tracker is not responsible for the availability of any such websites. Tracker is not responsible or liable for any such website or the content thereof. If you Use the links to the websites of Tracker affiliates or service providers, you will leave the Site, and will be subject to the terms of use and privacy policies applicable to those websites.

## 5. Downloading Files

Tracker cannot and does not guarantee or warrant that files available for downloading through the Site will be free from defects, software viruses or other harmful computer code, files or programs.

## 6. Software

Any software available for download via the Site is the copyrighted work of Tracker and/or its licensors. Use of such software is governed by the terms of the end user license agreement that accompanies or is included with such software. Downloading, installing and/or using any such software indicates your acceptance of the terms of the relevant end user license agreement.

## 7. Cookies

You acknowledge that your use of the Site causes a unique cookie ID to be associated with you, which cookie ID enables us to provide the Services.

## 8. Financial Services

### 8.1. Confirmations

A confirmation is a separate document or form that contains the commercial terms of each specific transaction and incorporates these terms. We do our best to make the confirmation an accurate summary of your policy wording and schedule issued by your insurer. However, our website or application is merely a tool to help you apply for insurance. You remain responsible for reading the actual policy wording and schedule issued by your insurer. We are not liable for any differences between the confirmation and the actual policy wording and schedule issued by your insurer.

### 8.2. Authorised financial service provider

Tracker Financial Services (Pty) Ltd, one of the affiliates of Tracker, is an Authorised Financial Service Provider with FSP License number 48557, which means that the Financial Services Board of South Africa has authorised us to provide advice and intermediary services on short-term Insurance products in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS").

### 8.3. License Certificate

You can view our FSP license certificate in the options menu in our application or at our offices where we've displayed our FSP license certificate.

### 8.4. Chat Function

We may offer a chat service as part of our application's functionality where the parties can chat with each other. We'll push generic messages to you depending on your behaviour on our application and may initiate live conversations with you from time to time. You can also initiate a live chat with us and you will be able to ask us questions. Depending on whether you are an active client who mandated us for intermediary services or simply a curious visitor, we may or may not respond.

We monitor your use of the chat function for abuse and may block you or a conversation involving you where necessary without prior notification to you.

### 8.5. Intermediary agency agreement

### 8.5.1. Background

We have entered into an intermediary agency agreement with a third-party service provider which means that they will perform certain back-office functions to administer your insurance policy, in certain circumstances.

### 8.5.2. Our rights

We have the right to:

- 8.5.2.1. alter or amend the terms and conditions of policies whether issued or not
- 8.5.2.2. alter the amount of the premium payable as agreed with your insurer
- 8.5.2.3. collect the necessary fees or premiums in respect of the policies issued in terms of our intermediary agreement

## 8.6. Functions

The third-party service provider may perform various functions in terms of FAIS, including:

- 8.6.1. handling claims
- 8.6.2. portfolio analysis
- 8.6.3. all inspections of third-party claims
- 8.6.4. recovery of excesses (for which third parties may require assistance from us in obtaining information and or documentation from you)

## 9. Complaints

### 9.1. Complaints policy

We have a complaints policy that we will adhere to.

### 9.2. How to complain

If you feel that we have not treated you fairly, you can complain to us at any time by emailing us at the [info@tracker.co.za](mailto:info@tracker.co.za).

### 9.3. How we handle complaints

We will:

- 9.3.1. promptly acknowledge receipt of your complaint in writing and give you the contact details of our staff who will help resolve it
- 9.3.2. handle your complaint in a timely and fair manner
- 9.3.3. consider each complaint properly
- 9.3.4. manage the complaints process appropriately and effectively
- 9.3.5. inform you of the outcome of your enquiry within four weeks of receiving your complaint
- 9.3.6. advise you of any further steps which may be available to you in terms of FAIS or any other law, where your complaint is not resolved to your satisfaction
- 9.3.7. and if the outcome of a complaint is not in your favour, we will provide you with full written reasons for not deciding in your favour and make sure that you understand your rights to further pursue your complaint with the relevant regulatory authority, within six months.

## 10. Disclaimer of Warranties

TRACKER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE, THE CONTENT OR ANY PRODUCT OR SERVICE PROVIDED THROUGH THE SITE AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TRACKER DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. TRACKER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. WHILE TRACKER WILL TAKE ALL REASONABLE PRECAUTIONS TO PREVENT THIS, WE DO NOT WARRANT THAT THE WEBSITE OR ANY SOFTWARE AVAILABLE FOR DOWNLOAD ON THE WEBSITE IS FREE OF VIRUSES OR DESTRUCTIVE CODE. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## 11. Limitation of Liability

IN NO EVENT WILL TRACKER BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF TRACKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT OR THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

TRACKER'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW BUT SHALL IN NO EVENT EXCEED THE VALUE OF THE FEES PAID OR PAYABLE TO TRACKER IN THE FIRST 12 MONTHS OF THE RELEVANT SERVICE CONTRACT.

## 12. Indemnity

You understand and agree that you are personally responsible for your behaviour on the Site. You agree to indemnify, defend and hold Tracker, its parent companies, subsidiaries, affiliated companies, business partners, licensors, employees, agents, and any third-party information providers to the service harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages) and reasonable attorneys' fees resulting from or arising out of your use, misuse, or inability to Use the Site, the Service, or the Content, or any violation by you of this Agreement.

## 13. Privacy

By using the Site, you specifically warrant that you agree to Tracker's privacy policy, *inter alia*, that Tracker or its affiliates may contact you to notify you about changes to our services or to introduce you to new services. If you do not agree, you must cease to use the Site. You can access Tracker's Privacy Policy at <http://www.tracker.co.za/Pages/About-Us/Legal/PrivacyPolicy.aspx>.



## **14. User Conduct**

You agree to Use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to Use the Site in any manner that might interfere with the rights of third parties.

## **15. Unsolicited Idea Submission Policy**

Tracker or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should Tracker's business activities bear coincidental similarities with one or more of the thousands of unsolicited ideas offered to us. Please do not send your unsolicited ideas to Tracker or anyone at Tracker. If, in spite of our request that you not send us your ideas, you still send them, then regardless of what your posting, email, letter, or other transmission may say, (1) your idea will automatically become the property of Tracker, without any compensation to you; (2) Tracker will have no obligation to return your idea to you or respond to you in any way; (3) Tracker will have no obligation to keep your idea confidential; and (4) Tracker may use your idea for any purpose whatsoever, including giving your idea to others.

However, Tracker does welcome feedback regarding many areas of Tracker's existing businesses that will help satisfy customer needs, and feedback can be provided through the listed contact areas on the Site.

## **16. Password Security**

If you register on the Site, you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer, smartphone or tablet. You agree to accept responsibility for all activities that occur under your member identification and password.

## **17. General Provisions**

### **17.1. Entire Agreement/No Waiver**

These Terms of Use constitute the entire agreement with respect to the subject matter hereof. No waiver by Tracker of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **17.2. Correction of Errors and Inaccuracies**

The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Tracker therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Tracker does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

### **17.3. Enforcement/ Choice of Law/ Choice of Forum**



If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, Tracker's Privacy Policy, your Use of the Site, the Service or the Content are governed by, and will be interpreted in accordance with, the laws of the Republic of South Africa.

#### **17.4. Claims of Copyright Infringement**

Notifications of claimed copyright infringement should be sent to Tracker at [legal@tracker.co.za](mailto:legal@tracker.co.za) for attention "Legal Advisor".