

## **Terms and Conditions of Use**

### **1. CONDITIONS OF ACCESS**

1.1. The terms and conditions set out in this document (the “Terms and Conditions”) govern the use of the website of MUA Insurance Acceptances (Proprietary) Limited, (“MUA”) the website can be located at [www.mua.co.za](http://www.mua.co.za) (the “Website”) and mobile app can be found and downloaded from the app store.

1.2. The Terms and Conditions become effective when you access the Website for the first time and constitute a binding agreement between yourself and MUA. Your use of the Website will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

1.3. By accessing the Website, you are deemed to have read and have full knowledge of the Terms and Conditions as amended from time to time.

### **2. ONLINE SERVICES**

2.1. The online services provided by MUA on the non-public areas of the Website (“Online Services”) are subject to certain registration procedures and approvals which may be accepted or rejected by MUA in its sole and absolute discretion. These Online Services are governed by separate terms and conditions (“Online Services Terms”) which are available on the Website in the relevant sections where the Online Services are provided.

2.2. If there is a conflict between the terms and conditions of the Online Services and these Terms and Conditions, the former will prevail.

### **3. DISCLOSURE**

#### **4. PRIVACY AND SECURITY POLICY**

4.1. MUA’s commitment to your privacy and the security of your personal information is outlined in our Privacy and Security Policy. Our privacy and security policy can be found at <http://www.mua.co.za/forms/download/privacy-and-security-policy>

4.2. MUA respects your right to privacy and confidentiality and therefore will not sell, rent or exchange personal information provided by you with any third party, save as otherwise provided for in the Terms and Conditions or the Privacy and Security Policy. Furthermore, MUA undertakes to use its reasonable commercial endeavours to safeguard any personal information acquired by MUA in connection with the use of the Website by you.

4.3. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. MUA will not be responsible for any damages the User or any third party may suffer as a result of the transmission of confidential or personal information that the User submits to MUA through the Internet, or that the User expressly or implicitly authorises MUA to receive, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of MUA, the User is urged to read and understand MUA's Privacy and Security Policy, outlining MUA's commitment to the User's privacy and the security of their personal information.

4.4. MUA is committed to keeping your information confidential but reserves the right to disclose personal information in certain circumstances, for instance where it is believed to be in good faith, it is required under law, to co-operate with the applicable regulatory or law enforcement authorities or to protect its rights or property

4.5. You consent to MUA and its representatives using personal information provided by you:

4.5.1. to provide services;

4.5.2. to deal with your queries; and

4.5.3. for the purposes of statistical analysis, research and record keeping.

4.6. You also consent to the transfer of your personal information to any third party which acquires substantially all of MUA's assets.

## **5. DISCLAIMER AND LIMITATION OF LIABILITY**

5.1. The purpose of the Website is to provide you with general information regarding MUA, MUA's products and MUA's services. The purpose of the Website is to provide another channel to find documents, submit claims and streamline communication between clients/brokers and MUA. Although MUA will use its reasonable commercial endeavours to ensure the accuracy of the information on the Website on an ongoing basis, use of the Website and any Online Services are at entirely your own risk.

5.2. All information on the Website is provided "as is" and is not intended to meet your individual requirements and may contain inaccuracies or typographical errors. Laws, rules and regulations applicable to the information may also change from time to time and MUA cannot guarantee the correctness of information contained on the Website but will take all reasonable steps to ensure its correctness.

5.3. Nothing on the Website constitutes an offer to you and the information provided on the Website is merely an invitation to you to do business with MUA.

5.4. Information is made available on the Website without any express or implied warranty or representation whatsoever. In particular, MUA does not warrant that the Website or Online Services will be error-free or will meet any particular criteria of accuracy, completeness, performance, quality or reliability of information.

5.5. Neither MUA nor its holding company, affiliates, subsidiaries or any of its agents or representatives shall be liable for any damages whatsoever suffered or incurred, whether direct, indirect, special, incidental or consequential damages, arising from or relating to your use, or inability to use, the Website, the information or Online Services provided from and through the Website, any functionality thereof or of any linked website.

5.6. Without derogating from the generality of the above, MUA will not be liable for:

5.6.1. any malfunction, interruption, downtime or other failure of the Website, the Online Services, the MUA computer system, databases (or any of its components), for whatever reason, or any other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;

5.6.2. any loss or damage suffered by you in respect of orders, purchases or disposal of goods and services from third parties based on the information provided on the Website;

5.6.3. any loss or damage in respect of your data or other data directly or indirectly caused by malfunction of the MUA computer system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems, programming defects, negligence on our part; and/or

5.6.4. any event over which MUA does not have direct control.

5.7. All personal information submitted via the internet shall be treated as confidential and even though reasonable steps have been taken to safeguard such information under no circumstances will MUA be responsible for any loss, damage or harm suffered by you or a third party as a result of the transmission of confidential or other information to MUA via the internet, any transmissions by MUA that you have expressly or implicitly authorised MUA to make, or for any errors or changes made to any transmitted information. MUA reserves the right to request independent verification of any information transmitted via the or any online service.

## **6. SOFTWARE**

6.1. You acknowledge that any software made available for download on or via the Website is governed by licence conditions and agree that you indemnify MUA against any breach by you of these licence conditions.

6.2. MUA does not expressly or implicitly warrant that any files, downloads or applications via the Website are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

## **7. HYPERLINKS**

7.1. This Website may contain hyperlinks to websites operated by third parties ("Third Party Websites"). The operation and content of Third Party Websites shall be determined by the relevant third party which controls the website and this will be governed by separate terms and conditions. It is your responsibility to become acquainted with such terms and conditions.

7.2. Hyperlinks to Third Party Websites are provided for convenience only and the inclusion of any links should not be taken to imply an endorsement by MUA in any way of a Third Party Website to which it links. MUA has no control over or proprietary interest in websites owned, operated controlled and/or provided by third parties and accepts no responsibility or liability for the content of any other website.

7.3. MUA prohibits the establishment of any hyperlinks, frame, metatag or similar reference, whether electronically or otherwise, to this Website by anyone, save with MUA's prior written approval, which approval may be withheld for any reason whatsoever. Breach of this clause 7.3 entitles MUA to take legal action without prior notice to you and you shall reimburse MUA for the costs related to such legal action on an attorney and own client scale.

7.4. Notwithstanding the fact that hyperlinks exist, in the Terms and Conditions, to facilitate access to notices, policies and legislation that are incorporated into the Terms and Conditions, the User agrees that in those instances, where some or all of the hyperlinks malfunction or are not operational, such occurrence shall not affect the validity or enforceability of the Terms and Conditions. The User undertakes to, at their own convenience and discretion, review and acquaints themselves with necessary documents and/ or terms.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. The content on the Website, including but not limited to, software, databases, text, graphics, icons, application functions, logos, hyperlinks, multimedia works, private information and designs are the property of or licensed to MUA or third parties. Subject to the rights afforded to you in these Terms and Conditions, if any, all MUA's rights to intellectual property on the Website are expressly reserved.

8.2. You are authorised to view and download one copy of the content of the Website, or a portion thereof, to a local hard drive or disk, and to print and make copies of such print out, provided that:

8.2.1. the material is used to consider the use of the Online Services and/or MUA's products and/or services and for no other purpose; and

8.2.2. any reproduction of the material or content of the Website or a portion of it shall include MUA's copyright notice in its entirety, which can be obtained on the Website at <http://www.mua.co.za/node/641>

8.3. All trademarks, logos and designs, whether registered or not, used on the Website are subject to the copyright of MUA or third parties and belong to MUA or third parties and are protected by both national and international intellectual property laws.

8.4. Nothing on the Website should be construed as granting any license, right, authority or approval to use any trademark of MUA (or any third party). You may not use, copy, reproduce, transmit, distribute, disseminate, sell,

publish, broadcast advertise or exploit MUA's intellectual property (or the intellectual property of any third party), without MUA's (or the third party's) prior written permission.

8.5. You acknowledge that you have no right, title or interest in any material on the Website and that MUA is the proprietor of all the material on

the Website, whether it constitutes confidential information or not, and irrespective of the existence of copyright.

## **9. COMMENTS POSTED ON THE WEBSITE**

9.1. The Website makes provision for you to comment on the services provided by MUA and for agents and employees to respond thereto by way of interactive "blogging".

9.2. MUA reserves the right, but not the obligation, to monitor and edit or remove any information posted to the Website.

9.3. You agree not to post or transmit any comments to the Website which are illegal, defamatory, infringing, harassing, obscene, commercial advertising, personal marketing, profane, untrue, incorrect or harmful, abusive, threatening, vulgar, obscene or that constitutes hate speech. MUA reserves the right to report any such comments posted by you to the appropriate authorities.

9.4. If you post unsolicited content or other information to the Website, and unless otherwise indicated by you, you grant MUA a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such information throughout the world in any media. You grant MUA the right to use the name that you submit in connection with such information, if it so chooses.

9.5. You warrant to MUA that:

9.5.1. you own or otherwise control all of the rights to the information that you post;

9.5.2. the information is accurate;

9.5.3. by the supply of the information to MUA, you do not violate the Terms and Conditions and do not infringe the rights of any person or entity; and

9.5.4. you indemnify MUA for all claims resulting from the receipt by MUA of the information you supply to it.

9.6. Information, ideas and opinions expressed by an agent, representative or employee of MUA on the Website should not be regarded as professional advice or the official opinion of MUA.

9.7. MUA takes no responsibility, and assumes no liability for, any information posted by users of the Website, any third party or any of MUA's agents, representatives or employees. You indemnify and hold MUA harmless against any liability, claim, damage or loss that may result from your posting(s) to the Website.

## **10. CUSTOMER COMMUNICATIONS**

10.1. You acknowledge that MUA will use email and notices on the Website as the foremost means of communicating with you on matters relating to the Website and the Terms and Conditions should you request to receive such information.

10.2. An email message will be deemed to be sent:

10.2.1. by you, at the time MUA is capable of accessing such email in full; and

10.2.2. by MUA, at the time shown on the email as having been sent, or if not shown, at the time that MUA's system shows it as having been sent.

10.3. An email message will be deemed to be received:

10.3.1. by you once it becomes capable of retrieval by you; and

10.3.2. by MUA, the earlier of MUA confirming receipt thereof to you; and MUA responding thereto.

10.4. An email message shall be attributed:

10.4.1. to you, if it appears to have originated from you, whether or not it was sent in error or due to a malfunction in the communication system; and

10.4.2. to MUA, if it was sent by a duly authorised representative acting within the scope of authority of such representative, or by an automated system programmed by MUA or on behalf of MUA, provided that such system operated without error or malfunction.

## **11. CHANGES AND AMENDMENTS TO TERMS AND CONDITIONS**

11.1. MUA reserves the right, in its sole and absolute discretion, to change, modify, add to and/or remove from portions or the whole of these Terms and Conditions from time to time and without prior notice.

11.2. Changes to these Terms and Conditions will become effective upon such changes being posted on the Website and you will be deemed to have consented, read and have full knowledge of the amended Terms and Conditions when accessing the Website.

11.3. By accessing the Website You are bound to the version of the Terms and Conditions published here at the time of any visit to the Website. You agree to view the current version each time you access the Website.

## **12. LEGAL CAPACITY**

You hereby warrant that you have the required legal capacity to enter into and be bound by the Terms and Conditions. Persons under the age of 18 (eighteen) must be assisted by their legal guardians when using the Website/mobile app.

## **13. CHOICE OF LAW AND JURISDICTION**

13.1. This Website is controlled, operated and administered by MUA from its offices as set out below within the Republic of South Africa. MUA makes no representation that the content of the Website is appropriate or available for use in other locations or countries. Access to the Website from territories or countries where the content is illegal is prohibited. You may not use this Website in violation of South African export laws and regulations. If you access this Website from locations outside of South Africa, you are responsible for compliance with all local laws.

13.2. The Terms and Conditions shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the High Court of South Africa in the event of any dispute.

13.3. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the remaining Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

13.4. These Terms and Conditions constitute the entire agreement between MUA and you with regard to the use of the content and this Website.

## **14. CONTACT DETAILS**

14.1. MUA chooses the following address for the service of any legal notice related to these Terms and Conditions:

Email: [complaints@mua.co.za](mailto:complaints@mua.co.za)

## **15. BREACH**

If you:

15.1. breach any provision of the Terms and Conditions;

15.2. use the Online Services or in any other manner interact with the Website in an unlawful or unauthorised

manner;

15.3. knowingly introduce any viruses, trojans, worms or other material which is technologically harmful; or

15.4. attempt to gain unauthorised access to the Website, the server on which the Website is hosted or any server, computer or database connected to the Website,

MUA shall be entitled, but not obliged, to terminate the delivery of services to you immediately without prior notice and without prejudice to MUA's other rights in terms of these Terms and Conditions or at law.