

# User agreement, general terms and conditions of use, privacy policy and community guidelines



You will find the general terms and conditions of use (Section A) and the privacy notice (Section B) in this document.

**Please read this user agreement carefully before using the site.**

## A. General terms and conditions of use

### 1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

1.1.1. **Competent person** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.

1.1.2. **Personal information** means information about you or any other living person or existing legal entity, including:

1.1.2.1. Information about a person's race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language or birth

1.1.2.2. Information about the education or the medical, financial, criminal or employment history of the person

1.1.2.3. Any identifying number, symbol, email address, physical address, telephone number or other assignment to the person

1.1.2.4. Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature, or other correspondence that would reveal the contents of the original correspondence

1.1.2.5. The person's name if it appears with other personal information, or if disclosing the name itself would reveal personal information, unless the

information is already in the public domain or held by a public body and publicly accessible.

- 1.1.3. **Processing of information** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and deleting personal information.
- 1.1.4. **Site** means the digital platform operated by SAB Medical Aid Scheme (SABMAS), including all pages, portals, tools and services available under the domain [sabmas.co.za](http://sabmas.co.za).
- 1.1.5. **We, us, our** means Discovery, Discovery Health and SABMAS collectively, all their affiliates and subsidiaries and any developers that may be employed from time to time.
- 1.1.6. **Website** means any third-party website, including any website linked from the site, that is not owned or controlled by SABMAS.
- 1.1.7. **You, your** means the user of the site or your legal guardian.
- 1.1.8. Where applicable and depending on the context:
  - 1.1.8.1. Words which refer to the singular include a reference to the plural and vice versa
  - 1.1.8.2. Words which refer to one gender include all genders
  - 1.1.8.3. Any reference to a person includes natural and juristic persons.

## 2. Conditions of access

- 2.1. The terms and conditions set out in this user agreement always apply to your access to and use of the site.
- 2.2. To avoid confusion, you agree that these terms and conditions apply to your use of:
  - 2.2.1. The site
  - 2.2.2. Any third-party website licensed to us.

This applies regardless of the platform, gateway, portal or mode of access you use to install, download or access the site. Your cellphone network provider may charge you for accessing or using the site, depending on your contract (for example, data or SMS charges). We are not responsible for these charges.

## 3. Your acceptance and consent

- 3.1. By using the site, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all the terms and conditions, you must stop using the site.
- 3.2. You agree that this user agreement applies to any information accessed on the site and to all sections of the site.

## 4. Changes to this user agreement

- 4.1. We may change the terms and conditions of this user agreement at any time. You should review this user agreement regularly.
- 4.2. The current version of this user agreement will apply each time that you access and use the site.

## 5. Your account

- 5.1. If you use the site, you must keep your access details (including your username and password) confidential. You must not allow anyone else to use them. You accept full responsibility for all activities carried out under your access details and for sharing your

access details. You may only use one account. If you use more than one account, we may revoke all access.

5.2. Once you've logged in to the site, certain information, functionalities and other features will be accessible to you the next time you use the site, without having to re-enter your password. If you prefer to enter your password every time, you can change this setting in the menu.

5.3. We may refuse to offer you products or services if we cannot verify any information that you give us.

5.4. You agree that the following will be material breaches of these terms and conditions:

5.4.1. Signing in as, or pretending to be, another person

5.4.2. Transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others

5.4.3. Using interactive services in a way that is intended to harm, or could harm, you or other users of the site

5.4.4. Gathering information about others without their prior written consent

5.5. You also agree that any use of your access details will be regarded as if you were the person using the information.

5.6. You may change your username and password at any time, although we may require you to meet certain criteria when choosing them. These criteria may change from time to time, and you may have to update your credentials after the changes.

## **6. Full disclosure of all relevant facts and benefit entitlement**

6.1. We might need certain personal and financial information from you. It is in your best interest to make sure your information is current and accurate.

6.2. You guarantee that all information that you give us on or through the site will be true, not misleading, current and correct and that you will update the information as and when needed.

6.3. You guarantee that you have fully disclosed all facts. Any transactions related to this user agreement will be void if you have not.

## **7. Digital communication and records**

7.1. When you visit the site or contact us digitally, you accept that we may communicate with you using various digital channels. All records that you send to us may be stored digitally and with third parties, although these third parties are bound by the strictest levels of confidentiality. These digital records shall be proof of the records unless you can prove otherwise.

7.2. If you are a registered user of the site, you may receive communications from us digitally, including email and SMS. If you do not want us to communicate with you through a specific channel, you may change the way you receive your communication on the site.

7.3. We will regard any digital communication that we send you as having been received by you. You are responsible for having your own internet access and any equipment needed to receive the communication, at your own expense.

7.4. We take all reasonable steps to protect 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 so at your own risk.

7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you digitally meet any legal requirement that the communications be in writing.

## **8. Copyright**

8.1. All content on the site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) belongs to us (unless we expressly state otherwise) and is protected by South African and international law. The compilation of all content on the site is our exclusive property and is protected by South African and international copyright laws.

8.2. Except if allowed under this or another agreement with us, no part of the site may be copied or transmitted by any means available now or in the future.

8.3. Any unauthorised use, alteration or dissemination of the information or content on the site is prohibited.

8.4. You agree that if you breach this clause 8, we may claim damages from you, including special, incidental, consequential or indirect damages. We may also claim for loss of profits and loss of business and may recover all legal costs on an attorney-client scale.

8.5. Nothing on the site grants any licence or right to use any trademark without our prior written permission or that of any third party.

8.6. We try to make sure that the most sophisticated technology protects the information on the site. However, we are not responsible for any consequences of the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the site. If you suspect a breach or become aware that a breach may have taken place, please contact us as soon as possible so that we can address the problem.

## **9. Disclaimer**

9.1. We provide the site and all information, content, tools and materials on an 'as is' and 'as available' basis, unless we inform you in writing.

9.2. We do not guarantee the operation of the site or the information, content, tools or materials on the site. You agree that you use the site at your own risk.

9.3. We do not guarantee that (i) the site; (ii) the information, content, tools or materials included on the site; (iii) our servers; or (iv) any digital communications sent by us are free from viruses or other harmful components. We are not liable for any damages of any kind arising from your use of the site or from any information, content, tools or materials included on or otherwise made available to you through the site, including for direct, incidental, punitive or consequential damages.

9.4. We are committed to giving you the best possible service. However, we are not responsible for:

- 9.4.1. Any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest or any other cause beyond our reasonable control
- 9.4.2. Any inaccurate, incomplete or inadequate information obtained from the site supplied by you.
- 9.5. We are not responsible for any direct or indirect loss or damages that may arise from:
  - 9.5.1. Any of the events described in this clause or the clauses above
  - 9.5.2. Your actions or omissions that result in a breach of this user agreement
  - 9.5.3. Any links to other third-party websites from the site, nor can we control the content of, or the products offered on other websites
  - 9.5.4. Us denying you access to the site if we believe or have reason to believe that you are conducting activities that are illegal or abusive or would attack the integrity of the site or put us in disrepute
  - 9.5.5. Your reliance on any of the information, content, tools or materials that you get from the site.
- 9.6. It is very important that you understand that the information included on the site should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act 37 of 2002. You should speak to your financial adviser about financial services or financial products.
- 9.7. If clinical information is given on the site, it is based on best practice and current recommendations and guidelines, which may change. This information does not replace the advice of a registered healthcare professional. You should not stop any treatment you are receiving based on information on the site without first speaking to your healthcare professional. You should also get professional advice immediately if any symptoms you are experiencing persist.

## **10. Indemnity**

- 10.1. While Discovery makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we do not guarantee the suitability of the products and services on the Site or whether they are complete, accurate or appropriate.
- 10.2. You agree to fully indemnify Discovery, its directors, and employees, the board of trustees of the Scheme and the employees of the Scheme and will not hold us responsible for any claim relating to your use of the Site.
- 10.3. You agree to fully indemnify Discovery, its directors and employees, the board of trustees of the Scheme and the employees of the Scheme, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisers and/or experts) on the Site and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 10.4. You agree that all information, including about products and services or any terms or conditions relating to them, on the site may change.

- 10.5. You agree that any calculations made on the site (including those relating to your health) are estimates and are meant as guidelines only.
- 10.6. We are not responsible for any mistakes made by any calculators or interactive tools used in the calculations.
- 10.7. All products and services provided on the site, and any terms or conditions relating to them, are subject to confirmation when you finalise a transaction.
- 10.8. You accept that some of the information, content, tools or materials on the site come from external sources (including independent practitioners in the health and wellness industry). You agree that we are not responsible for any information or content you get from these external sources.

## **11. Phishing and spoofing**

- 11.1. If you get an unsolicited communication that appears to be from us and that asks you to provide personal information (such as your credit card number, username or password), or that asks you to verify or confirm your SABMAS information by clicking on a link, it is most likely sent by a phisher or spoofer.
- 11.2. We will never ask for this type of information. We strongly recommend that you do not answer these communications. If you respond to phishing or spoofing, you put yourself and your personal information at risk. We are not responsible for any consequences resulting from your response to any communication sent by a phisher or a spoofer.

## **12. Linking to third-party websites and applications**

- 12.1. The site may contain certain images from and links to other third-party websites and applications with information, content or material produced by other parties. These linked third-party websites are not under our control and we are not responsible for the information, content or material on any linked website, including any link on a linked website or any changes or updates to a linked website.
- 12.2. We provide these links to you only as a convenience. You agree that the inclusion of links does not imply our endorsement of the linked website, their business or security practices, or any association with its operators.
- 12.3. From time to time we may use the services of third parties to help with the hosting and management of certain services and aspects of the site. We try to make sure that our subcontractors follow our Privacy Statement and widely accepted security standards, and we will hold them accountable for any non-compliance.
- 12.4. If you have questions about transactions you have done with third parties, you must contact them directly.

## **13. Applicable law**

- 13.1. By accessing and using the site, you agree that the laws of the Republic of South Africa will govern this user agreement. You consent to the jurisdiction of the South African courts for any dispute which may arise from this user agreement.

## **14. General provisions**

- 14.1. The headings of the clauses in this user agreement are only for ease of reference and will not be used to interpret, modify or amplify this user agreement.

- 14.2. If any clause of this user agreement is found to be illegal, invalid or unenforceable, this will not affect the other clauses.
- 14.3. Any failure or delay by us to exercise any of its rights will not be considered a waiver of its rights, nor will it affect the validity of any part of this user agreement.

## **B. Privacy notice about using this site**

This privacy notice relates specifically to your use of this site and must be read with the general terms and conditions of use in Section A of this document. For details of how SABMAS generally collects, uses and shares personal information in the course of business, please refer to the SABMAS Privacy Statement available at [www.sabmas.co.za/wcm/medical-schemes/sab/assets/legal/privacy-statement.pdf](http://www.sabmas.co.za/wcm/medical-schemes/sab/assets/legal/privacy-statement.pdf)

### **1. The general principles of this privacy notice**

- 1.1. The aim of this privacy notice is to set out how we collect, use, share and otherwise process your personal information when you use or interact with this site.
- 1.2. When you engage with us digitally, you trust us with personal information about yourself, your dependants, your beneficiaries and your employees (where relevant).
- 1.3. You can object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, you must accept them to use this site and for us to provide you with services such as servicing your policy and benefits, where this applies.

### **2. How we collect your personal information**

- 2.1. Whenever you use the site, complete an online application form, contact us digitally or use one of our products, services or tools offered on the site, we will collect your personal information.
- 2.2. We may also collect your information from other sources. If you share your personal information with any third parties, we are not responsible for any loss suffered by you, your dependants, your beneficiaries, your spouse or your employees.

### **3. Collect, share and use personal information**

You agree that we may process your personal information for all purposes that relate to the site and the products, services, facilities, tools or utilities offered on the site. For the site to be as informative and effective as possible, we would like to understand your needs.

### **4. Location data**

- 4.1. If you subscribe to or use services on the site that need your real-time location, you consent to us determining your real-time location when we provide those services to you. To determine your location, we will collect the GPS coordinates (latitude and longitude) of your device, as well as information from your use of the following, to improve the accuracy of your location:
  - 4.1.1. IP address
  - 4.1.2. Sensor data from your devices
  - 4.1.3. Cellphone towers

4.1.4. Bluetooth-enabled devices near your device.

4.2. You agree that we may use your location data for services that you subscribe to or use on the site such as emergency services, finding a provider and ordering medicine

## **5. Protecting your personal information**

5.1. We value the personal information that you choose to provide and will take appropriate and reasonable technical and organisational steps to protect it from loss, misuse or unauthorised alteration.

5.2. When you use the products, services, facilities, tools or utilities provided by us on the site, you may be given an access number, username, password, personal identification number (PIN) or one-time PIN (OTP). You must always keep this information private and make sure that you do not give it to anyone.

## **6. Personal information held by or disclosed by you or us to a third party**

6.1. We are not responsible for any representations, information, warranties or content on any third-party website (including third-party websites linked to this site, websites facilitated by us or websites that serve as social networks like Facebook or X). We do not exercise control over the privacy policies of these third parties. You should refer to the privacy policies of these third parties to see how they protect your privacy.

6.2. We may enter arrangements with our partners and other third-party suppliers for them to provide services to you. This means we may have to disclose your personal information to them, whether in person or through an app or through the site.

## **7. Cookies, email-tracking pixels and online advertising**

7.1. The site uses cookies. We use the word cookie to describe information sent from the site to your device, where it is stored. In this way, the next time you use the site, we will know who you are and that you have visited the site before. We also collect information about how you use the site, your preferences and past browsing history. By using the site, you agree that we may place cookies on your devices for the purposes set out in this privacy notice. The site gives you the option to disable or delete cookies. You can manage your preference about a specific type of cookie at any time on the site by visiting <https://www.sabmas.co.za/portal/sabmas/cookie-policy>. Note that session cookies are necessary for the site to work and cannot be disabled. If you prefer not to have non-essential cookies placed on your device while using the site, you can disable them by turning them off in your browser. However, this may affect the overall experience of access, navigation and use of the site. When you disable cookies, we do not collect information from your device.

7.2. We engage third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about our 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.

- 7.3. Third-party vendors, such as Google, Facebook and X, show our advertisements on their websites.
- 7.4. Third-party vendors, such as Google, Facebook and X, use cookies to serve advertisements based on a user's prior visits to the site.
- 7.5. We sometimes use email-tracking pixels to help keep you informed about our products available to you.
- 7.6. You may opt out of the social media websites' use of cookies and email-tracking pixels by visiting the advertising opt-out page on those websites and changing the advertisement settings.

## **8. Changes to the privacy notice**

- 8.1. We may amend this privacy notice at any time. We will give you reasonable notice of any material changes. However, you should review this privacy notice regularly.
- 8.2. The most updated version of this privacy notice will govern the rights and obligations that you and we have each time you access and use the site.

## **9. Which laws apply to this privacy notice**

- 9.1. This privacy notice is governed by the laws of the Republic of South Africa. You consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy notice.

## **10. Using personal information contrary to the privacy notice**

- 10.1. If you believe that we have used your personal information contrary to this privacy notice, you must first try to resolve your concerns with us. If you are not satisfied after this process, you can lodge a complaint with the Information Regulator, under the Protection of Personal Information Act 4 of 2013.

The contact details are:

**Physical address:** The Information Regulator (South Africa), Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191

**Telephone number:** +27 (0) 10 023 5200

**PAIA complaints:** [PAIAComplaints@inforegulator.org](mailto:PAIAComplaints@inforegulator.org)

**POPIA complaints:** [POPIAComplaints@inforegulator.org.za](mailto:POPIAComplaints@inforegulator.org.za)

**General enquiries:** [enquiries@inforegulator.org.za](mailto:enquiries@inforegulator.org.za)

**Website:** <https://inforegulator.org.za/>