



FOR PROFESSIONALS
SINCE 1941

TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE

General

The term PPS refers to: Professional Provident Society Holdings Trust, (The Holding Trust); Professional Provident Society Insurance Company Limited; PPSI , PPS Short Term; PMSA any subsidiary or affiliate of these companies; and any director, officer, employee or agent of these companies as may be appropriate.

“Site” means collectively PPS website/s, systems and the PPS Applications (PPS Apps).

PPS Apps-means any online application software that is provided by or is connected with PPS that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

You should check this page from time to time to review these terms and conditions. Terms of usage are subject to change. By using or accessing this site you expressly accept these terms and conditions. If you do not accept these terms and conditions, please do not continue to use the system or application.

You agree that these terms and conditions apply to your use of:

- any PPS website;
- any PPS Apps;
- any third party website or mobile application licensed to PPS

You agree that these terms and conditions apply to any information accessed via the Site, and to all sections of the Site.

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site , your cell phone/service provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges). PPS cannot be held responsible for these charges.

1. Use of the site

PPS has made this site available to you for your non -commercial use. We may modify, withdraw or deny access to the system at any time should it be found to be subjected to any unauthorised use or abuse. You may print or download material on this system for your personal, non-commercial use provided that it is not in contravention of the limitations of use set out below.

2. Your Login

If you use the Site, you must keep your access details (including, your user name and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your user name and password. You are only permitted to use one account. If you use more than one account PPS can revoke all access.

PPS may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.

2.1 You agree that the following actions shall be material breaches of these terms and conditions:

2.1.1. signing in as, or pretending to be, another person;

2.1.2 transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others

2.1.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Site; or

2.1.4 gathering information about others without obtaining their prior written consent.

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

PPS does 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.

3. Transmission and storage of Information

Your attention is drawn to the fact that information transmitted via the Internet is susceptible to monitoring and interception. Users bear all risk of transmitting or storing information in this manner. PPS will not be liable for any loss, harm or damage suffered by you as a result of transmitting or storing any information on this system. Please be aware that any unsolicited confidential or personal information sent or stored via the system cannot be guaranteed to remain safe, secure or confidential and storing such information on the system should be avoided.

4. Limitations of use

Users of the site are responsible for the data or content of any documents, communications or scripts of whatsoever nature produced or transmitted on the system. The following is strictly prohibited in terms of use of the site:

- Sending, receiving, introducing, displaying, accessing websites, printing or otherwise disseminating material that is strictly prohibited. Prohibited material includes but is not limited to content that is sexually explicit, profane, obscene, harassing, fraudulent, racially offensive, defamatory, destructive programs (i.e. viruses or self-replicating code) or which is otherwise unlawful.
- Violating any national or international laws;
- Wasting computer recourse, such as sending mass email or chain letters or printing unnecessary documents;

- Infringing any copyrights;
- Downloading or installing any unauthorised programmes or software on the system, including any 'freeware' or 'shareware' products;
- Removal of any hardware; and
- Taking part in any fraudulent activities. The user of this system in no way represents or binds PPS and PPS cannot be held liable for the activities performed by any user, whether authorised or unauthorised.

5. Liability:

Although PPS endeavours to ensure the system is secure and updated regularly, PPS cannot be held liable for any loss harm or damage suffered as a result of the use of the system or users who fall subject to hacking, data loss etc. We do not guarantee that the system will be available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information. We reserve the right to modify the system at any time. We shall not be liable to you for any physical loss or damage as a result of your use of this computer or system. PPS has taken all reasonable steps to reduce the risks of viruses and other interferences or vulnerabilities, but cannot certify that the system is immune to all viruses or defects and therefore does not accept any liability for any damage suffered or loss sustained as a result of any transmission, use of the system or its effect on or compromising of any other systems and/or device. You have sole responsibility for adequate protection and back up of any data or information.

6. Limitation of Liability

The information contained on this website is given for general information and interest purposes only. Whilst we try and ensure the information contained on the website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website. Our liability to you as explained herein remains unaffected by this. We do not accept any liability for any acts or omissions resulting from your decision or opinion formed on the basis of your use of the website. Use of this website is at your sole risk. We shall not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance on the information contained on the website to the maximum extent permitted by law. We do not guarantee that this website will be compatible with all or any hardware and software which you may use. We do not guarantee that this website will be available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information. We reserve the right to withdraw or modify this site at any time. We shall not be liable to you for any physical loss or damage to your computer as a result of your use of this website, including any damage arising as a result of a virus. You have sole responsibility for adequate protection and back up of data and/or equipment.

7. Disclaimer

We specifically state that the information contained on this website is intended exclusive for jurisdictions falling inside the Republic of South Africa, and any products or services offered on this website are intended for the Republic of South Africa only. Those who access this website do so on their own initiative, and are therefore responsible for compliance with applicable local laws and regulations. By accessing each part of this website, the entrant has agreed that he/she has reviewed the website in its entirety including any legal or regulatory terms.

8. Links to other websites and services

The website may contain links to other websites, which are not under our control. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the website.

8. Governing Law and jurisdiction

These terms and your use of this website are governed by and construed in accordance with laws of The Republic of South Africa and any disputes will be decided only by the courts of The Republic of South Africa.

- Regulation of Interception of Communications (RIC) Act 70 of 2002. You hereby provide us with permission in terms of Section 4(1) of the Act to intercept any communication by accepting these terms and conditions and using the PPS website you agree to the writing requirements imposed by the Act.
- Electronic Communications and Transactions (ECT) Act 25 of 2002. Section 21 of the Act requires PPS to reach agreement as to the transmission of data messages and by using the PPS website you agree that:
 - this agreement is concluded in Johannesburg South Africa
 - data messages addressed by you, can only be deemed to have been received by PPS if they have been responded to.
 - an automated response, generated by PPS' systems shall not constitute a response to you.

you agree that data messages sent to PPS from a computer, IP address or mobile device normally used by you, was sent or authorised to be sent by you personally.

9. Severability

If any part of these terms and conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of the terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law

10. Data Protection and Protection of Personal Information

By providing us with any information you will be agreeing to the provisions set out below, together with any other terms you have agreed with PPS where relevant. Please ensure you have read and understood these terms before you send PPS any information. This will apply to any information you have already provided.

If you are a member of PPS, details of the information we collect and how we use it will also be set out in the terms and conditions of the relevant product or service. In the event of a conflict between this Data Protection Policy and the terms and conditions of your specific product or service, the terms and conditions of your specific product or service will take precedence.

We reserve the right to revise or supplement this Data Protection Policy from time to time at our sole discretion, and you agree to revisit this policy regularly at [https://www.pps.co.za/Documents/TERMS%20AND%20CONDITIONS%20\(1\).pdf](https://www.pps.co.za/Documents/TERMS%20AND%20CONDITIONS%20(1).pdf) to ensure you are familiar with the most current version. By continuing to deal with us you will be agreeing to any such changes.

You must not send us personal information about someone else without first getting his or her consent for it to be used and disclosed in the ways set out in this terms and conditions. This is because we will assume he or she has consented – although we may still ask for confirmation from them. Where you do give us information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

We treat your privacy very seriously and we understand that you will wish to know how we will use the information we collect from or about you. We use your personal information in accordance with this Data Protection Policy and will fully comply with all applicable South African data protection legislation (including the Electronic Communications and Transactions Act 25 of 2002 - ECTA and the **Protection of Personal Information Act, No 4 of 2013 - POPI**). It is important that you take all necessary and appropriate steps to protect your data yourself (for example, by ensuring that all passwords and access codes are kept secure).

Information that may be collected:

Policy number, Title, name and surname, Identification or Passport number, Date of birth, Contact numbers, E-mail addresses, IP address and Username and Password

11. Use of information collected

We may process, transfer and disclose your information for the purposes of: • providing you with services, managing your policies and complying with the your instructions; • verifying your identity; • detecting and preventing fraud; • compliance with laws and public duties; • monitoring and/or recording your telephone calls and electronic transactions in order to accurately carry out your instructions; • market research and providing you with information via email, telephone or other means about PPS' products or services from time to time; and • direct marketing purposes via email, telephone or other means. The processing, transferring or disclosing of your information as set out above will be undertaken strictly in accordance with ECTA and POPI.

12 Access rights

You have a right to access the personal data that is held about you. To obtain a copy of the personal information PPS holds, you can contact PPS' member services division and upon an identity verification process, this information will be provided to you.

13. Security

We take all reasonable steps to secure the contents of the PPS website and the information provided by and collected from users. We do not however make any warranty or representation that the content of this website is 100% safe and secure.

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