



Benefits 4 Me

BENEFITS4ME (Powered by One Loyalty) **TERMS & CONDITIONS**

Benefits will apply for a calendar year (January - December), for example subscriptions purchased in April would still be entitled to the full benefit up until December of that calendar year. Benefits and subscriptions run in different cycles and not in the same period.

Subscriptions run for a 12-month period, for example subscription purchases made in April 2023 will run until the end of March 2024, whereas benefit limits renew at the beginning of each calendar year.

Once the annual subscription expires, member's may cancel at any time given one calendar months' notice. If one calendar months' notice is not given, the subscription will continue on a month-to-month basis.

Terms and Conditions:

- Services are available to all paid-up members only.
- We provide no warranties in relation to the advice or services we provide. Any advice, information or services provided is used and accepted at your own risk. To the fullest extent permitted by law, One Loyalty Rewards will not be liable for any loss or damage suffered because of any advice or service

- provided or not provided.
- If no payment is received in a particular month, there will be no access to services.
- When payment is made again (after the payment break) the 12-month term will re-start on the 1st working day of the month following your first debit order, permitted that a minimum of 5 working days has been provided for.
- Monthly membership fees are payable in advance via debit order for a 12-month term.
- A 1-calendar month waiting period applies for all roadside assistance.
- Services will only be activated on the 1st working day of the month following your first debit order, permitted that a minimum of 5 working days has been provided for.
- Membership is for the main members vehicle only.
- By virtue of the Member's registration for the Service, the Member confirms his/her acceptance of all the terms and conditions contained herein for the duration of this Agreement without any modification whatsoever and any other operating rules and policies which may be amended from time to time (including the privacy policy) and is bound by the terms thereof.
- The Member confirms that he/she is over 18 (Eighteen) years of age for purposes of registering for the Service. Members below the age of 18 (Eighteen) years of

age confirm that they have obtained consent from their parent/s or guardian/s and from the bill payer prior to registering for the Service.

- If Benefits4Me intends to amend, vary, substitute or replace any of the terms and/or conditions of this Agreement, including varying and/or limiting the scope of the Service, notice of such amendment, variation, substitution or replacement shall be published on the website. The Member is advised to regularly visit the website to check for any amendments or updates, it being specifically recorded that the obligation to check for amendments and/or updates lies exclusively with the Member and that, the Member's continued use of the Service shall constitute tacit acceptance of any and all updated terms and conditions. In the event that the Member does not object thereto within 10 (Ten) calendar days of the website notice referred to above in writing, the Member will be deemed to have accepted the amendment, variation, substitution or replacement of the terms of this Agreement. In the event of a written objection by the Member being duly received by Benefits4Me within the stipulated 10 (Ten) calendar day period, Benefits4Me may in its sole and absolute discretion terminate this Agreement with the Member subject to one calendar months' notice to this effect being given.
- These terms and conditions, as may be amended from time to time, shall be of full force and effect from the date which the Member registers for the Service until such time as these terms and conditions are terminated in accordance with the terms of this Agreement.
- The Member provides Benefits4Me, including its associated business partners, with full, informed and express consent to utilize and/or process his/her personal information (as may be understood in terms of any and all relevant legislation including, but not limited to, the Protection of Personal Information Act, No. 4 of 2013 (hereinafter referred to as the "POPI Act)

and has obtained full, informed and express consent for Benefits4Me, including its associated businesses partners, to utilize and process the personal information.

- The Member will not receive any credit of the Subscription Fee or any other charges for any calls or use of the Service not made during any calendar month or if the Member does not use the Service for any reason.

REFUND & CANCELLATION POLICY

Standard Refund Policy

We want you to be content with your membership purchase. If you are not completely satisfied, please email your complaint to support@benefits4me.co.za, we will then review and assess each complaint within a 2-3 working day window once we've received all the facts pertaining to your service complaint justifies a refund of the specific service incident, we will request the relevant details and prepare a refund which will be processed within 10 business days after receipt of all required documents.

Cancellation Policy

You may cancel your subscription at any time after the first 12 months have lapsed giving no less than one calendar months' (A calendar month as it appears on a common calendar: 1st Jan – 31st Jan) notice by submitting a cancellation request via email to support@benefits4me.co.za. We will notify you via email once your cancellation request has been processed and confirm final billing date.

When cancelling your subscription (after the initial 12 month term), all future charges associated with future months of your subscription will be cancelled; your cancellation will become effective at the end of your current notice period of a calendar month (A calendar month as it appears on a common calendar: 1st Jan – 31st Jan). You will not receive a refund; however your subscription access and/or delivery and accompanying subscriber

benefits will continue for the remainder of the billing period.

DISCLAIMER

1. The Service is provided without warranties of any kind or nature, whether express, implied, or statutory, including without limitation that the Service will meet the Member's requirements, is fit for the intended purpose by the Member or for any other purpose whatsoever.
2. The use of the Service is at the Member's own risk and the Member knows and accepts such risk.
3. Benefits4Me makes no warranty:
 - that the Service is free of viruses or other harmful components.
 - that the use of the Service will not be interrupted or suspended at any time;
 - that the information transmitted via the Benefits4Me website or through the Service will be done reliably, accurately or in a timely manner;
 - that the voice file, video and/or picture/s recorded and/or uploaded through the use of the Service will be admissible as evidence in any court of law or forum whether civil and/or criminal;
 - regarding the availability, suitability, quality and reliability of the Service or part thereof.
4. Benefits4Me makes no representations or warranties with respect to the stability, connectivity and/or effectiveness of any wireless or cellular network or third-party connectivity provider or mobile phone (whether of the Member and/or the service providers) whilst using or attempting to use the Service.

Pricing Policies & Further Payment Terms

1. The Member will be charged for the use of the Service at the applicable rates as published from time to time on the Benefits4Me website (hereinbefore and hereinafter referred to as the "Subscription or Membership Fee"). The Subscription or Membership Fee for the Service is payable monthly in advance (hereinbefore and hereinafter

referred to as the "Paid Period") through the billing platforms provided The Member authorizes Benefits4Me to charge for the Service (the Subscription/Membership Fee) and in doing so, to charge the payment method until the Agreement is terminated by either Party in terms of this Agreement. Benefits4Me is not responsible for any charges or other expenses which the Member may incur resulting from any charges by third-parties.

2. Benefits4Me reserves the right to suspend or terminate the Service immediately in the event that the Subscription/Membership Fee is not paid timeously or at all.
3. Benefits4Me reserves the right to amend the Subscription/Membership Fee in its sole and absolute discretion at any time for the Service or part thereof upon notice to the Member, which notice will be published on the Benefits4Me website. In the event that the Member does not within 10 (Ten) calendar days of date of such notification object to the amended Subscription Fee, the Member will be deemed to have accepted the amended Subscription Fee and will be liable for payment thereof.
4. Any amendment to the Subscription Fee will be effective from date of notice to the Member of the amendment
5. The Member will be liable for payment of the Subscription Fee even if the Member is unable to use the Service for reasons not directly attributable to Benefits4Me or does not use the Service for any reason whatsoever.
6. The Member will be liable for any damage of whatsoever nature, or loss of data, which may result from the use of the Service, or the downloading of any information which may be directly or indirectly associated with the Service and indemnifies Benefits4Me, its holding companies, subsidiaries, officers, directors, employees, agents, members, representatives, vendors, suppliers, service operators and/or Third-Party Service Providers from any claim which may arise in this regard, including and/or all legal costs which may be incurred

by Benefits4Me in defending any such claims on an attorney and own client scale.

Governing law and jurisdiction

1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
2. In the event of any dispute arising between you and Benefits4Me, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, (Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court
3. Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

Limitation of Liability

1. Under no circumstances shall Benefits4Me, its holding companies, subsidiaries, officers, directors, employees, agents, members, representatives, vendors, suppliers, service operators and/or Third-Party Service Providers be liable, whether arising out of or relating to the Service or otherwise in terms of this Agreement, whether in delict, strict liability or negligence, for: any lost profits or special, indirect, incidental, punitive or consequential damages/losses of any nature whatsoever including bodily injury, illness, trauma, and/or loss, damage and/or destruction to any

property of whatsoever nature even if foreseeable; and

2. any direct damages.
3. the failure on the part of Third-Party Service Providers including any wireless or cellular network and/or the Member's and/or emergency contact/s mobile phone during any situation which the Service may be used or attempted to be used;
4. any loss of data, or any other feature or aspect of the Service whether timeously or at all, as a result of, inter alia, software failures, hardware failures, technical failures, errors in the Website, power outages, network failures, breaks in wireless and wired links between the Member's mobile phone and the server, third-party services software (including Third-Party Service Providers), server security breaches, server failures of any nature or kind, the Member and/or the service provider/s mobile phone not being operational or connected to a mobile network or functional Wi-Fi network, recordings being inaudible and/or call congestion as a result of any failures and/or shortcomings on the cellular network or for any other reason whatsoever;
5. any damage to, viruses or code which may affect the Member's mobile phone, hardware, software, data or other property of the Member as a result of the Member downloading, installing, using or attempting to use the Service.
6. The Member's access to the Benefits4Me website and/or the use of the Service may occasionally be restricted to allow for repairs, maintenance or the introduction of new services or facilities and Benefits4Me shall assume no responsibility for any loss (direct or consequential) or damages (direct or consequential) which may be suffered as a result of any interruption or restriction of the use of the Service for any reason

whatsoever. Benefits4Me will however endeavor to provide the Member with notice of any interruption of the Service via its website, to the extent possible.

7. Benefits4Me reserves the right without any notice and in its sole and absolute discretion to suspend or terminate the Service or any part or feature thereof and/or to change or discontinue the Service or any part thereof for any reason.
8. Benefits4Me shall be entitled without notice to the Member, to cede, delegate or transfer, or otherwise make over, all or any part of its rights, title and interest in and to this Agreement and/or ownership of the Service to any party whatsoever and the Member consents thereto.

Indemnity

The Member indemnifies and holds Benefits4Me, its directors, officers, agents, members, employees, representatives, related and affiliated corporations, suppliers, Third Party Service Providers and/or service operators harmless from any claim or demand, loss and/or damage (including any and/or all legal costs which may be incurred by Benefits4Me in defending such claims on an attorney and own client scale) whether direct, indirect or consequential, howsoever arising whether past, future or present including but not limited to:

1. the Member's and/or any third party's (whether authorized or not by the Member) use of the Service;
2. any violation or breach by the Member of the terms and conditions contained herein;
3. the Member violating any rights of a third party through his/her use of the Service;
4. the suspension, interruption or termination of the Service at any time for any reason whatsoever; or
5. for any reason arising out of or relating

to the use of or attempted use of the Service.

Dispute Resolution

A dispute of any nature which arises out of, or in connection with, this Agreement between the Parties shall be resolved by way of mediation within 10 (Ten) calendar days from which the dispute is declared.

No formal proceedings may be commenced until either Party endeavours to conclude in good faith an amicable resolution of the matter.

If the mediation referred to in clause 48 above fails to resolve the dispute, then the dispute shall be finally resolved in Johannesburg in accordance with the then current rules of the Arbitration Foundation of South Africa ("AFSA") by one Arbitrator appointed by agreement between the Parties to the dispute. If the Parties to the dispute cannot agree on an Arbitrator within the period of 10 (Ten) business days after the expiry of the mediation period referred to above, the Arbitrator shall be appointed by the Secretariat of AFSA.

Each Party:

1. expressly consents to the arbitration being conducted on an expedited basis and irrevocably authorises the other Party to the dispute to apply on behalf of all Parties to the dispute, in writing to the Secretariat of AFSA in terms of Article 23 (1) of the Rules for the arbitration to be conducted on an expedited basis;
2. the decision or award resulting from the arbitration shall be final and binding on the Parties and may be made an Order of the Court in the instance of any Party to the dispute. The Parties submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg should either Party wish to make the Arbitrator's award an Order of Court;
3. there shall be no right of appeal as provided for in Article 22 of the AFSA Rules;

4. the arbitration will be held in camera, in English language and will be kept confidential by the Parties;
5. the provisions of this clause shall not preclude any Party from access to an appropriate court of law for interim relief in the form of an interdict, mandamus or an order for a specific performance pending the outcome of the mediation or arbitration in terms of this clause or in respect of such

mediation or arbitration for which purpose the Parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg.

6. The interpretation of this Agreement or any disputes arising from this Agreement shall be resolved by exclusively applying South African law.

Benefits **4** Me

Website: www.benefits4me.co.za

Email: support@benefits4me.co.za

