



# Benefits **4** Me

## **WEBSITE TERMS OF USE**

### **AGREEMENT TO TERMS**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and BENEFITS4ME ("we," "us" or "our"), concerning your access to and use of the <https://benefits4me.co.za> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental Terms of Use or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for the Site.

### **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Site is our proprietary property and all source code,

databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of South Africa, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## **USER REPRESENTATIONS**

By using the Site, you represent and warrant that:

[(1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity, and you agree to comply with these Terms of Use; [(4) you are not under the age of 13;] (5) not a minor in the jurisdiction in which you reside [, or if a minor, you have received parental permission to use the Site]; (6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise. (7) you will not use the Site for any illegal or

unauthorised purpose;

(8) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse all current or future use of the Site (or any portion thereof).

## **USER REGISTRATION**

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise

interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

6. engage in unauthorised framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the Site to harass, abuse, or harm another person.
14. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged

in providing any portion of the Site to you.

18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorised script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. use the Site in a manner inconsistent with any applicable laws or regulations.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property

rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

### **THIRD-PARTY WEBSITES AND CONTENT**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from

the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

### **ADVERTISERS**

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements.

Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

### **SITE MANAGEMENT**

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms of Use;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your

Contributions or any portion thereof;  
(4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;  
(5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **PRIVACY POLICY**

Personal information for the purposes of this document means all information specific to you, which is provided to us with your consent. This is effectively defined as information that identifies you, and is unique to you. This includes, but is not limited to the following information that may be needed in order to provide you with the benefits of BENEFITS4ME services;

- Name and surname
- RSA identity number or date of birth
- Cell phone number numbers
- Email addresses

BENEFITS4ME will not sell, rent or provide your clients' personal information to unauthorised entities for their independent use, without your consent.

BENEFITS4ME will only be sharing your detail with appointed sub-contractors who render the services that you have opted in for and you hereby explicitly accept these terms. If at any stage, after which you have given us your consent, you no longer wish that we use your client's personal information; you may at any stage withdraw your consent by confirming this in writing by emailing [support@benefits4me.co.za](mailto:support@benefits4me.co.za)

BENEFITS4ME will take all required legal steps to protect your personal information from loss, misuse or unauthorised alteration. These steps include that the information is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

Any sensitive data transferred between the browser and server is encrypted via https to prevent data leakage via sniffing attacks.

Data inside our environment and databases are also secured via database encryption technologies and sensitive private information is not stored in clear text, but rather in an encrypted form, to ensure that in the unlikely event that the data is leaked, the information is useless to any malicious parties.

Keys and certificates used to secure our environment are also secured and not shared with any 3rd parties. These keys are recycled at regular intervals.

The following are instances when we will be entitled to disclose the personal information obtained from you:

- When any regulatory authority for the various financial sectors requests the same;
- To comply with any relevant legislation, or any legal processes
- To enforce and protect our rights and property (including intellectual property)
- When you have expressly authorised us to do so
- To monitor activity on your personal files that are in-line with the service delivery expectations of the services that you wish to use.

We reserve the right in our sole discretion to amend this Privacy Policy from time to time. You agree to review the Privacy Policy whenever such amendments have been notified to you in writing. Save as expressly provided to the contrary in this Privacy Policy. The amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

## **COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without

notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

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.

## **DISPUTE RESOLUTION**

### **ARBITRATION**

1. Any dispute between the Parties regarding this Agreement will be referred to the Chief Executive Officers of the Parties or their duly authorised representatives. If the dispute cannot be resolved within 7 (seven) days, then the dispute will be submitted for arbitration.

2. A dispute which arises in regard to:

- 2.1. The interpretation of; or
- 2.2. The carrying into effect of; or
- 2.3. Any of the Parties' rights and obligations arising there from; or
- 2.4. The termination or purported termination of or arising from the termination of; or
- 2.5. The rectification or proposed rectification of this Agreement, or out of or pursuant to this Agreement or on any matter which in terms of this Agreement requires agreement by the Parties, shall be submitted to and decided by arbitration.

3. That arbitration shall be held:

- 3.1. with the Parties and their legal representatives present thereat;
- 3.2. at a venue to be decided by the appointed arbitrator.

4. It is the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty-one) working days after it has been demanded. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration.

5. The arbitration shall be subject to the arbitration legislation for the time being in force in the Republic of South Africa.

6. The arbitrator shall be an impartial practicing attorney of not less than 10 (ten) years standing, appointed by the Parties or, failing agreement by the Parties within 21 (twenty-one) days after the arbitration

has been demanded, at the request of either of the Parties, shall be nominated by the President for the time being of the Law Society within the jurisdiction of Benefits4Me's Domicilium Citandi et Executandi. If that person fails or refuses to make the nomination, either Party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

7. The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential, unless contemplated herein.

8. The arbitrator shall be obliged to give his award in writing, fully supported by reasons. The arbitrator appointed shall also in his discretion make a decision with regard to the costs of the arbitration, including any value-added tax, charges and disbursements and fees of a like nature incurred by the successful Party in enforcing or defending any of the provisions of this Agreement, or any claim hereunder, and shall be for the account of the unsuccessful Party. In so doing, the arbitrator shall be entitled to appoint a taxation consultant and/or a taxing master to determine the amount of the fees.

9. The arbitrator shall have the power to give default judgement if any Party fails to make submissions on due date and/or fails to appear at the arbitration.

10. Any award that is made by the arbitrator may be made an order of court of any court to whose jurisdiction the Parties are subject. Any decision of the arbitrator will be subject to an appeal to the court referred to in clause 13.

11. The provisions of this clause do not prevent a Party from seeking urgent and/or interlocutory relief from a court with jurisdiction.

12. The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

13. In the event of the parties not mutually agreeing to arbitration, the dispute will be heard by the South Gauteng High Court, Johannesburg, which shall have sole jurisdiction in respect of any referral of a dispute to a court.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR

ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **LIMITATIONS OF LIABILITY**

To the fullest extent permitted by law neither we nor our service providers will be liable for any loss or damage suffered because of any services we or our services providers render or fail to render. Without prejudice to any other remedy available to us, you indemnify us and our service providers against any loss or damage suffered by us and/or our service providers because of you and/or any person receiving a service from us through you breaching any of our terms and conditions. This benefit may be accepted by our service providers at any time.

The provision of the membership is subject to a fair use policy. If we decide, in our absolute discretion, that you are not using the membership fairly we reserve the right to cancel your membership.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or



demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **CONFIDENTIALITY**

14.1 All Confidential Information shall be kept confidential by BENEFITS4ME and BENEFITS4ME shall ensure that all of its personnel, agents and / or contractor(s) are under the same obligation of confidentiality.

14.2 BENEFITS4ME acknowledge that the Confidential Information of MEMBERS is a valuable asset, proprietary to MEMBER and disclosure does not confer any rights in the

Confidential Information on BENEFITS4ME and that the unauthorized disclosure or use of the Confidential Information would result in financial or other harm which may be irreparable.

14.3 BENEFITS4ME agree that they will not use, exploit, sell, copy, reproduce or apply the Confidential Information (in whole or in part) of MEMBERS in any manner other than the purpose for which it was disclosed, without the prior written approval of MEMBER and will take all necessary precautions to prevent unauthorised access to or copying of the Confidential Information by any other person.

14.4 BENEFITS4ME acknowledges that MEMBERS shall be entitled (in addition to any entitlements to damages) to an injunction or other equitable relief with respect to any actual or threatened breach of this Agreement and without the need on the part of MEMBER to prove any special damage.

14.5 BENEFITS4ME hereby indemnifies and agrees to hold MEMBER harmless on demand from and against any and all claims, penalties, damages, losses, liabilities, obligations, costs, expenses and disbursements, joint or several, of any kind or nature whatsoever that may be imposed upon, incurred by or asserted or awarded against MEMBER in any way relating to or arising out of or in connection with a material breach by BENEFITS4ME of the provisions of this clause resulting out of negligence, willful misconduct or fraudulent behavior on behalf of BENEFITS4ME .

14.6 In the event of the termination of this Agreement, BENEFITS4ME will return MEMBER Confidential Information within 7 (seven) Days after being requested in writing to do so and provide a written statement, if required, that all the Confidential Information has been returned or destroyed.

14.7 The provisions of this Confidentiality clause shall remain in force indefinitely notwithstanding the termination of this Agreement.

## **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and

understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

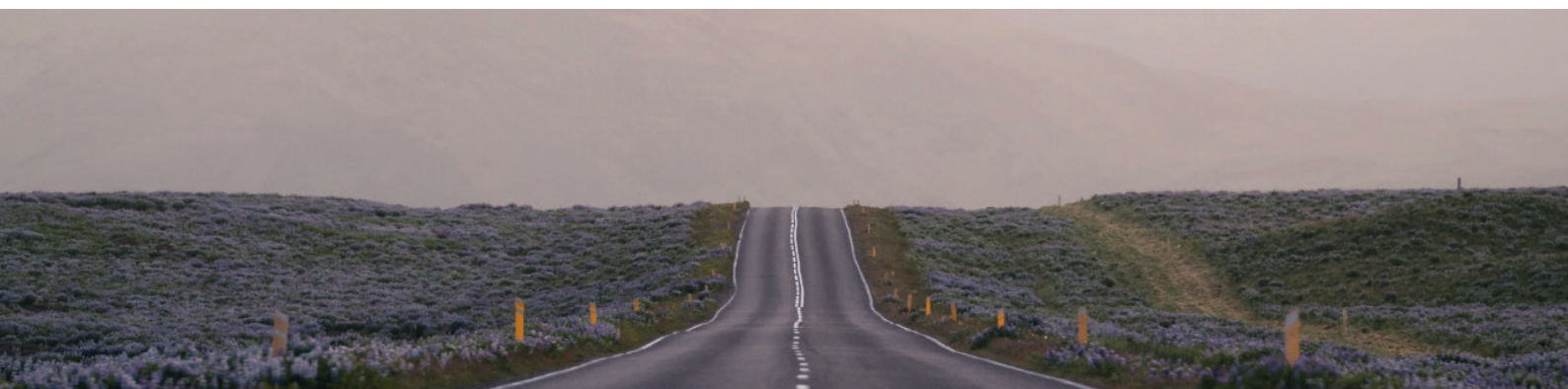
There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

# **Benefits** **Me**

**Website:** [www.benefits4me.co.za](http://www.benefits4me.co.za)

**Email:** [support@benefits4me.co.za](mailto:support@benefits4me.co.za)



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