

## General Terms and Conditions

### 1. Definitions

In this End-User License agreement ('user agreement'), the terms below have the following meanings:

**Digital Platform:** Means the Momentum internet website (accessed via [www.momentum.co.za](http://www.momentum.co.za)) and / or any Momentum Apps.

**Momentum:** means a division of MMI Group Limited (Registration number: 1904/002186/06 and any of its affiliates or subsidiaries

**Momentum Apps:** means any online application Software that is provided by or is connected with Momentum that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device

**Multiply:** is the MMI wellness solution that is managed and operated by MMI Multiply (Pty) Ltd (a subsidiary of Momentum). Multiply is an incentivised wellness programme that rewards and encourages its members to become holistically well, by arranging access to various wellness and leisure facilities and services and offering them discounts at various providers and services to incentivise and reward their wellness behaviours

**Personal Information:** means information relating to you or any person, including but not limited to information relating to:

- race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth.
- education, medical, financial, criminal or employment history.
- any identifying number, account or client number, password, pin code, symbol, e-mail address, domain name or IP address, mobile device identifier, physical address, cellular phone number, telephone number or other particular assignment.
- blood type, fingerprint or any other biometric information.
- personal opinions, views or preferences.
- correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence).
- the name of the person, if it appears with other Personal Information relating to such person, or if the

disclosure of the name itself would reveal information about the person.

provided that such Personal Information is not in the public domain or held by a public body and is publicly accessible

**Software:** means collectively: (i) online application software that is provided by or is connected with Momentum (ii) all the contents of the software under this user agreement, including the object code form of the software; and (iii) upgrades, modified versions, updates, additions, and copies of the software, if any, in respect of which the rights are granted to you under this user agreement

**Working Day:** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.

**You:** or 'your' means the end user (either an individual or an entity) of the Digital Platform.

## **2. Conditions and Right of Use**

- 2.1 This user agreement is between you and Momentum. Momentum grants you a non-exclusive, non-transferable right to use the Digital Platform under the terms and conditions set out below.
- 2.2 You (i) accept the right granted to you in terms of clause 1.2.1 above; (ii) are authorised only to use the Digital Platform for your own purposes in relation to this user agreement and shall not exploit it for commercial gain under any circumstances whatsoever; and (iii) acknowledge that you obtain no rights of ownership in the Software whatsoever.
- 2.3 By using the Digital Platform, you acknowledge that you have read, understand and expressly agree to the terms and conditions of this user agreement. In the event that you do not agree to these terms and conditions, please do not continue using the Digital Platform.
- 2.4 Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Digital Platform, your cell phone provider may, depending on the type of contract you have, charge you for accessing the Digital Platform or for any usage of the Digital Platform (such as data charges and SMS charges). Momentum cannot be held responsible for these charges.

## **3. Commencement and Termination**

- 3.1 This user agreement is effective from the first date you download and install any Momentum Apps or access the Digital Platform. You may terminate this user agreement at any time by permanently deleting, destroying, and returning, at your own costs, the Momentum Apps, all backup copies and all related materials provided by Momentum.

- 3.2 Momentum may automatically and immediately terminate the license granted hereunder without notice if you fail to comply with any provision of this user agreement.

#### **4. Your Profile**

- 4.1 If you use the Digital Platform, you agree to keep your login details (your username and password) a secret and not allow any other person to use it. Should you enable and use fingerprint authentication to access the Digital Platform from your mobile device, you agree to take precautionary measures to keep your device safe from any unauthorised access.
- 4.2 You accept full responsibility for any activity / transaction that occurs under your login details, even if you have shared your username and password. Any use of your login details shall be regarded as if you were the person using such information.
- 4.3 When choosing a username and / or password, Momentum may specify certain requirements that you will need to meet. These requirements may change from time to time and you may be required to update your credentials.
- 4.4 Momentum may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.

#### **5. Electronic transaction authority**

- 5.1 All transactions are done in accordance with the South African Electronic Communications Transaction Act (ECTA), Act No 25 of 2002. An Electronic Transaction Authority (ETA) allows Momentum Metropolitan Holdings to submit and process information electronically to communicate and conclude transactions. Your consent is given by providing your full names, identity number, email address, and cell phone number as well as accepting the Terms and Conditions when creating a My Momentum online profile. You give Momentum Metropolitan permission to:
- Verify personal details.
  - Confirm transaction details electronically.
- 5.2 Momentum Metropolitan Holdings will treat all personal and transactional information as confidential.
- 5.3 You accept the outcome of a transaction electronically communicated and as defined by Momentum Metropolitan Holdings. Any transaction that was accepted electronically by you will be binding.

- 5.4 Momentum Metropolitan will communicate sensitive or critical transactions to you in a secure manner and will let you know of security measures you must follow or that are required. You must update your contact details when they change. You may cancel this agreement by logging in on the Momentum website and clicking on "Terms of service". This may impact the effectiveness of continued service to you, and Momentum Metropolitan may set further requirements if you cancel this agreement or neglect to update your details.
- 5.5 An electronic signature will be deemed to be valid when the method used to identify you and the method used to indicate your approval of the information communicated was reliable and appropriate having regard for the purposes for which the information was communicated. The following standard will be applied to establish if the electronic signature is acceptable:
- Identification of the parties.
  - Positive act of acceptance.
  - Made under control of signer alone.
  - Connect the person signing and the signature to the document.
  - Visible, understandable, fair and have provable integrity (high evidentiary weight).
  - Verifiable whether it's impartially, forensically or mathematically.

## **6. Changes to this User Agreement**

- 6.1 Momentum reserves the right to change any of the terms and conditions contained in this user agreement at any time and in its sole discretion.
- 6.2 When Momentum makes changes, to T's and C's, you will be presented with the latest version (or notification that the T's and C's have been updated) the next time you access the Digital Platform. You will need to accept the updated T's and C's (or acknowledge that you are aware that changes have been made to Momentum's T's and C's) before you can continue using the Digital Platform. Any changes will be effective immediately upon posting on the Digital Platform.
- 6.3 Your continued use of the Digital Platform following the posting of changes will constitute your acceptance of such changes. You undertake to review this user agreement whenever you visit the Digital Platform.

## **7. Restrictions on License**

- 7.1 You shall not (i) except to the extent as may be permitted by law, modify, translate, correct any error, defect or operating anomalies or create derivative works based on the Software and Momentum Apps, nor reverse assemble, decompile or reverse engineer the Software and Momentum Apps, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file

formats, programming of the Software and Momentum Apps or any files contained in or generated by the Software and Momentum Apps, nor shall you permit, whether directly or indirectly, any third party to do any of the foregoing; or (ii) sell, lease, encumber, sublicense, lend, transfer or assign the Software and Momentum Apps to any other third party.

- 7.2 You must not misuse the Software and Momentum Apps by introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Software and Momentum Apps. You are responsible for making all arrangements necessary for you to have access to the Digital Platform, and for ensuring that all persons who access the Digital Platform through your internet connection and or device are aware of the terms and conditions of this user agreement and that they comply with it.
- 7.3 You agree that you shall only use the Digital Platform in a manner that complies with all applicable laws in the jurisdiction in which you use the Digital Platform, including, without limitation, applicable restrictions concerning copyright and other intellectual property rights.

## **8. Intellectual Property Rights**

- 8.1 The Digital Platform, Software and Momentum Apps, and all rights, including, without limitation, intellectual property rights therein, are owned by Momentum and/or its licensors and affiliates and are protected by international treaty provisions and all other applicable laws of the Republic of South Africa.
- 8.2 You agree that you have no intellectual property rights whatsoever in the Digital Platform, Software and Momentum Apps. The structure, organisation, and code of the Software and Momentum Apps are the valuable trade secrets and confidential information of Momentum and/or its licensors and affiliates.
- 8.3 You will notify Momentum of any claim which may be made alleging that the Software and Momentum Apps infringes the intellectual property rights of a third party as soon as you become aware of any such actual or potential claim.
- 8.4 You shall immediately bring to the attention of Momentum any infringement or suspected infringement by any third party of any of the intellectual property rights in the Software and Momentum Apps of which you are aware.

## **9. Disclaimer**

- 9.1 Although Momentum is committed to providing you with the best possible service you acknowledge that the Digital Platform is provided 'as is' without warranty of any kind, express or implied, statutory or otherwise, and, to the maximum extent permitted by applicable law, neither Momentum, its licensors or affiliates, nor the copyright holders make any representations or warranties, express or implied, including, without limitation, to warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other

warranty, condition, guarantee, or representation, whether oral, written or in electronic format, including but not limited to the accuracy or completeness of any information contained therein or provided by the Digital Platform and its services

- 9.2 Momentum shall not be liable for any loss or damages (including without limitation consequential loss or damage) whatsoever from the use of, or reliance on the information contained in the Digital Platform
- 9.3 The Digital Platform has not been written to meet your individual requirements and there is no warranty by Momentum or by any other party that the functions contained in the Digital Platform will meet your requirements or that the operation of the Digital Platform will be uninterrupted or error free.
- 9.4 You assume all responsibility and risk for the selection of the Digital Platform, Software and Momentum Apps to achieve your intended results and for the installation, authentication methods to gain access, use, and results obtained from it.
- 9.5 The Digital Platform is provided by Momentum on an 'as is' and 'and available' basis.
- 9.6 Momentum does not guarantee the operation of the Digital Platform and use thereof is at your own risk.
- 9.7 While Momentum is committed to exercising due care, it does not guarantee that the Digital Platform, its tools and servers and/or systems are free from viruses or other harmful components.
- 9.8 To the maximum extent permitted by applicable law, Momentum, its employees and licensors shall not be liable to you or to any third party for any liability, losses, damages and/or costs or expenses whether special, direct, indirect and/or of a consequential nature including but not limited to loss of income, loss of profits, loss of business information, business interruption, death or personal injury caused by any nature whatsoever or arising out of the use of or inability to use the Digital Platform, any defect or error in the Digital Platform or any failure in the performance of the Digital Platform and you hereby indemnify Momentum against any such liability.
- 9.9 Momentum is committed to providing you with the best possible service but will not be held liable for:
  - 9.9.1 Any interrupted, delayed or failed transmission, storage or delivery of information due to power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other events, circumstances or cause beyond the reasonable control of Momentum.
  - 9.9.2 Any inaccurate, incomplete or inadequate information supplied by you via the Digital Platform.
  - 9.9.3 Any direct or indirect loss or damages relating to any events described agreement, a denial of access to the Digital Platform should we believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or place Momentum in disrepute.

9.10 It is very important that you acknowledge and understand that

9.10.1 Any information provided via the Digital Platform should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with your financial adviser should you require any advice, financial services or financial products.

9.10.2 if you have Momentum contracts, policies and / or other Momentum related products, you will remain bound by the terms of such contracts and any specific conditions of use related thereto.

## **10. Protection of your Personal Information**

10.1 Momentum will take reasonable steps to protect the Personal Information supplied by you from loss, misuse or unauthorised alteration in accordance with the relevant data protection laws.

10.2 Momentum may from time to time utilise the Personal Information you choose to supply via the Digital Platform for marketing, research, personalisation of content and user experience and data analytics and by registering on and accessing the Digital Platform, you consent to the use of your Personal Information for these purposes.

10.3 Momentum may share any images that you upload to the Digital Platform with any of its internal or associated digital platforms to enrich the experience of your interactions with them. Whilst these images are the property of Momentum, we will request your permission should we require to use these images for any other purpose not mentioned above.

## **11. Third-party Websites**

11.1 As a convenience to you, the Digital Platform may contain links to other websites belonging to and / or operated by third parties. These third-party websites are not under the control of Momentum and by making these links available, we are not endorsing these third-party websites, their content, products, services or the owners.

11.2 It is your responsibility to ensure that you obtain any information which may be relevant to making a decision, and that you read the privacy and security policy on such third-party websites. Momentum will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third-party websites and/or software. You agree that where you access third party websites you do so entirely at your own risk.

11.3 Momentum may from time to time employ third parties and or their software to assist with certain services and aspects of the Digital Platform. We make every effort to ensure that such third parties comply with our Privacy and Security policies and hold them accountable for any non-compliance.

11.4 Momentum seeks to protect the integrity of its website and the links placed upon it, and therefore requests any feedback on not only our Digital Platform but also such third-party websites.

## **12. Governing Law**

- 12.1 This user agreement will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa. By accessing and using the Digital Platform, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

## **13. Privacy Policy**

- 13.1 In this Privacy Policy, 'Personal Information' and 'Digital Platform' shall bear the same meanings as defined above in the General Terms and Conditions.
- 13.2 Momentum and its employees respect your privacy and voluntarily subscribe to the principles set out in Section 51 of the Electronic Communications and Transactions Act, 2002 (under its Privacy Policy) to make sure that you are always protected when supplying us with Personal Information.
- 13.3 Momentum will not collect, collate, process or reveal your Personal Information without your permission, unless we are legally required to do so.
- 13.4 We will only electronically request, collect, collate, process or store your Personal Information if it is lawful for us to do so.
- 13.5 If we need your Personal Information, we will disclose the reason to you in writing. In addition, we will not reveal your personal information for any purpose other than the one we inform you of. We will also not give your Personal Information to a third party without your consent, or unless we are legally required to do so.
- 13.6 We will keep a record of your Personal Information for the purpose it is intended.
- 13.7 We will make every effort to make sure that your Personal Information is kept confidential and secure, by storing it on our secure database.
- 13.8 We keep all recorded financial information strictly confidential. This means we will not disclose this information to any third party that does not have right or title to it.
- 13.9 We take reasonable and necessary precautions to secure your transactions on our Digital Platform; however, we cannot guarantee the confidentiality of your transactions.
- 13.10 Using Momentum's Digital Platform is entirely at your own risk.
- 13.11 Momentum will not be held legally responsible for any Personal Information that you reveal to a third party, which has a link on the Momentum Digital Platform. It is important that you refer to that third party's privacy policy before you reveal any of your Personal Information.
- 13.12 The Momentum Digital Platform may make use of cookie and tracking technology, where information that you send while on the Digital Platform, is saved on your device. This



allows the Digital Platform to recognise you on your next visit. This technology is useful for gathering information, such as the type of browser and operating system you use. The information will enable us to track the number of visitors to our Digital Platform and understand how visitors use it. Personal Information cannot be collected via cookie technology.

- 13.13 Momentum may use your information for marketing purposes within Momentum and may send you promotional material or information that may be of interest to you.
- 13.14 This Privacy Policy may be amended from time to time without any notice to you. Every time you use our Digital Platform, you are automatically bound to the Privacy Policy available at that time.
- 13.15 For a detailed view of the privacy policy click [here](#)

## **Multiply**

### **14. Changes to the rules**

- 14.1 Momentum may, at its sole discretion and at any time, amend these rules and any business rules associated with them in any way
- 14.2 These amendments may include, but are not limited to, changes to the amounts and percentages referred to in these rules, the Digital Platform, as well as changes to the Multiply programme.
- 14.3 Momentum will give you reasonable notice of any changes by publishing the details of the changes on the Digital Platform or disclosing the information in any other way that Momentum will determine at their discretion.
- 14.4 These amendments may include, but are not limited to, changes to the amounts and percentages referred to in these rules, the Digital Platform, as well as changes to the Multiply programme.
- 14.5 Momentum reserves the right to adjust benefits if applicable legislation impacts on the Multiply benefits it offers.

### **15. Momentum is not responsible for loss**

- 15.1 Information contained on service partners' websites is made available without any express or implied representation or warranty whatsoever, and Momentum disclaims liability for any expense incurred, or any damage or loss sustained which may or could arise from direct, indirect, special, incidental, consequential or punitive damages and which may be attributable, directly or indirectly to the use of or reliance upon any information, links or services provided through the Momentum website and emanating from either contract, delict, taxation or statute.
- 15.2 Momentum will take reasonable care to prevent loss or damage to you. Momentum will, however, not be liable for any loss or damage related to your use of the Multiply

- programme and the use of any goods or services provided through the Multiply programme.
- 15.3 You, your partner and dependants indemnify Momentum and its subsidiaries, holding company/companies, associated retirement funds, agents and authorised representatives against any loss suffered, including but not limited to a loss of money, arising from membership and participation in the Multiply programme, as well as engagement with the Digital Platform.

## **16. Digital Platform Information**

- 16.1 Occasionally, as a result of changes to the underlying programme, information contained and displayed through the mobile device may differ to that observed in other sources. You may be required to revert to the online platform or phone the call centre to confirm the most recent information.
- 16.2 Completion of Multiply points earning activities, requiring manual submission and validation, may take 5-10 working days to reflect on the Digital Platform.

## **17. Digital Card!**

- 17.1 The Digital Platform house's your Multiply card, however you may still be required to present your physical Multiply (and associated partner) cards, when redeeming and using your benefit at the partner

## **18. Promotions and Competitions**

- 18.1 We may, from time-to-time, run promotions and competitions. Participation is completely voluntary. Full details of the promotions and competitions will be set out in various communications (such as e-mails, computer pop-ups and letters). Each promotion or competition will be governed by their own set of terms and conditions and will automatically close at the end of the communicated period, at which point no further participation will be possible.

## **19. Contacting Multiply**

- 19.1 If you have any questions or need more information about Multiply, please visit us at [www.multiply.co.za](http://www.multiply.co.za). We also have a dedicated call centre available weekdays from 07:00 to 19:00. Our contact information is as follows:
- MaxiCall number [0861 88 66 00](tel:0861886600)
  - Fax number +2712 675 3964
  - Email address [multiply@momentum.co.za](mailto:multiply@momentum.co.za)