1. **Definitions**

   In this User Agreement, the words below have the following meanings assigned to them:

   1. “we”, “us”, “our” means Universal Healthcare (Pty) Ltd (hereinafter refer to as Universal Healthcare)
   2. “website” means the internet set with "Universal Healthcare" in the address on the domain of www.universal.co.za
   3. “you” and “your” means the user of the website.

2. **Consent**

   You use the Universal Healthcare website subject to the conditions set out below. The conditions may vary from time to time. You are to familiarise yourself with this Agreement regularly.

3. **Disclosure of all relevant facts**

   3.1 You guarantee that you have fully disclosed all material facts. Any breach of your duties under this Agreement may lead to the contract or any transactions arising from the contract being rendered void.
   3.2 You guarantee that all information you provided at any time to us via this website, in writing, or to our staff within our call centres, will be true and correct.
   3.3 We will require certain personal and financial information from you. It is in your best interest to keep the information up-to-date and accurate.

4. **Electronic transactions, communication and records**

   4.1 By electing to utilise electronic communication as the channel to be utilized by the parties, you accept the risk.
4.2 You authorise us to act on the information that you submit electronically.

4.3 You further agree that all records will be stored electronically by us or our agents and such electronic record will constitute conclusive proof of the contents of such record, unless proved otherwise by you.

4.4 Any e-mail sent to you will be deemed to have been received by you upon dispatch by us.

4.5 We are committed to keeping your information confidential. We take all reasonable steps to protect your personal information and maintain confidentiality. However, we cannot guarantee the security of any information you transmit to us online and you do so at your own risk.

5. **What do we do with the information we collect?**

5.1 We will use the information to personalise your experience, service your policy, and to directly communicate with you.

5.2 We will disclose information when required to do so:

1. by any regulatory authority (like the Financial Services Board) and the regulators they appoint for the various financial sectors
2. to comply with any regulation passed under the relevant legislation, or any legal process
3. by any stock exchange and its related clearing house
4. to protect and defend Universal Healthcare rights and property (including our intellectual property).
5. to our partners you might have enrolled with or who’s services you are making use of

6. **Parties other than Universal Healthcare also collect information**

Some advertisers, service providers or websites that have links on our web site may collect personal information about you when you access or use their links. We do not control the collection or use of such information. This document does not apply to these websites and their advertisers.
7. **Copyright**

This website is the property of Universal Healthcare. The web site and content thereof, the intellectual property and all software are protected by copyright. All rights in the Universal Healthcare trademark, logo, computer code, tools, calculators and devices remain the sole property of Universal Healthcare. Our software or data may not be decompiled, reverse-engineered, or disassembled, or used in any manner whatsoever.

8. **Warranties**

8.1 You warrant your identity (ie you are who you say you are) and that you can prove your identity should you be required to do so.

8.2 You will keep your login name and password confidential.

8.3 Any use of the login name and password by any person shall be deemed to be used by you.

8.4 We will not ask you to disclose your password in an unsolicited phone call or written correspondence.

8.5 Universal Healthcare reserves the right to refuse to provide services to you if we are unable to verify or authenticate any information provided to us by you.

9. **Indemnity**

9.1 All information, including products and services or any terms or conditions pertaining to them, is subject to change at any time.

9.2 Universal Healthcare is not responsible for any defects in, malfunctions of, or inaccuracies in the performance of any calculators used in the calculations.

9.3 All calculations made on the website are approximations, are meant as guidelines only and should be confirmed before relying on them.

9.4 All services provided via this website are subject to confirmation at the time of the finalising of any transactions.

9.5 Some of our information is derived from external sources. We are not responsible for the incorrect information received from these external sources.
While we make every effort to ensure that the information is accurate and up to date, Universal Healthcare makes no representations or warranties about the suitability of the products that appear nor about the soundness or correctness of the content on the website.

10. **Disclaimer**

We are not responsible for any direct or indirect loss or damages that may arise from:

10.1 the reliance on the information obtained from this website.

10.2 any of the events described in this paragraph and the paragraph below.

10.3 your actions or omissions that result in a breach of this Agreement.

10.4 links with other websites over which we cannot control the content of or the products offered on those websites.

10.5 a denial of access to the website should we believe that you are conducting activities that are illegal, abusive, attack the integrity of the site or put Universal Healthcare into disrepute.

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

10.6 any negligent act or omission by us.

10.7 inaccurate or inadequate information obtained from the web site from inaccurate information supplied by you.

10.8 interrupted, failed or delayed transmission, delivery or storage of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond our control.

The information contained in this website is not to be construed as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult your financial adviser should you require advice.