

TERMS AND CONDITIONS

1. GENERAL

When we use the term PPS it means: Professional Provident Society Limited (Limited by Guarantee), (the holding company); Professional Provident Society Insurance Company Limited; any subsidiary or affiliate of these companies; and any director, officer, employee or agent of these companies as may be appropriate.

The PPS website provides the user with information on insurance services and products with regard to PPS and PROFMED. PPS website further provides 'log on' facilities to its existing policy holders and sales support to ensure continued and added value services.

2. ALLOWED USE AND LICENSE

1. PPS licenses the User to view, download and print the content of the PPS website, provided that such content is used for private, personal, educational and/or non-commercial purposes only.
2. Users may only access, browse and use the PPS website for legal purposes.
3. The caching of the PPS website shall only be allowed if:
 1. The purpose of the caching is to make the onward transmission of the content from the PPS website more efficient;
 2. The cached content is not modified in any manner whatsoever;
 3. The cached content is updated at least every 12 (twelve) hours; and
 4. The cached content is removed or updated when so required by PPS.
4. If any User uses content from the PPS website in breach of the provisions detailed herein:
 1. PPS reserves the right to claim damages from the User;
 2. PPS reserves the right to institute criminal proceedings against the User; and
 3. PPS shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
5. Hyperlinks to the PPS website from any other source shall be directed at the home page of the PPS website. Links beyond the PPS home page may only be used with PPS's prior written consent. For more information and/or authorisation to hyperlink to PPS website or to utilise the PPS logo or any other intellectual Property from the website, please contact marketing@pps.co.za
6. PPS shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the PPS website, if such content was accessed through a hyperlink not directed at the home page of the PPS website. Persons that wish to link to content beyond the home page of the PPS website without PPS's prior written consent shall do so at their own risk and indemnify PPS against any loss, liability or damage that may result from the use of content from the PPS website, if such content was accessed through a hyperlink not directed at the home page of the PPS website. PPS's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.
7. Users may quote small and reasonable amounts of content available from the PPS website and only if such a quote is placed in inverted commas and acknowledged.
8. No person may, without the prior written consent of PPS, frame the PPS website in any manner whatsoever.
9. Apart from bona fide search engine operators and use of the search facility provided on the PPS website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the PPS website for any purposes, without the prior written consent of PPS.
10. E-mail addresses, names, telephone numbers and fax numbers published on the PPS website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the PPS website may be used to communicate unsolicited communications to PPS and all rights detailed in 45 of the ECT Act are reserved.
11. All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by PPS at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

All intellectual property on the PPS website, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to PPS and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the PPS web site are expressly reserved.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the PPS website and/or download content from the PPS website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and downloads available from the PPS website may be classified as “electronic transactions” as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and PPS has, amongst others, the duty to disclose the following information:

1. The full name and legal status of the website owner: PPS Insurance Company Limited, registration number 2001/017730/06.
2. Street address: 6 Anerley Road, Parktown, 2193, South Africa;
3. Postal address: P O Box 1089, Houghton, 2041, South Africa;
4. Physical address for receipt of legal service: 6 Anerley Road, Parktown, 2193, South Africa;
5. Main business: Insurance.
6. The website address of the PPS website is: <http://www.pps.co.za> ;
7. The official e-mail address of the PPS website is: info@pps.co.za
8. The official e-mail address for PROFMED enquiries is : info@profmed.co.za ;
9. The Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 of the owner of the PPS web site may be downloaded from: [PPS PAIA Manual](#)
10. Management: [List of Directors](#)
11. The costs associated with the access and use of the PPS website are as follows:
 1. All access is for free;
12. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
 1. access to the PPS website;
 2. the inability to access the PPS website;
 3. the services and content available from the PPS website; or
 4. these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following web site: <http://www.arbitration.co.za>;
13. Cooling-off period: No cooling-off period (see exemption as detailed in section 42(2) of the ECT Act); and
14. Users may lodge complaints concerning the PPS website with PPS at e-mail: marketing@pps.co.za or Tel : (011) 644 4200

6. CHANGES AND AMENDMENTS

PPS reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

1. change these terms and conditions;
2. change the content and/or services available from the PPS website;
3. discontinue any aspect of the PPS website or service(s) available from the PPS website; and/or
4. change the software and hardware required to access and use the PPS website.

7. PRIVACY

1. PPS shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be viewed at : http://www.acts.co.za/prom_of_access_to_info/index.htm
2. PPS may electronically collect, store and use the following personal information of Users:
 1. Policy Number;
 2. Title, name and surname;
 3. Identification number or Passport number;
 4. Date of Birth;
 5. contact numbers;
 6. non-personal browsing habits and click patterns;
 7. e-mail address;
 8. IP address; and/or
 9. User selected username and password.
3. PPS collects, stores and uses the abovementioned information for the following purposes:
 1. Communicate requested information to the User;
 2. Provide the User with access to restricted pages on this website; and
 3. Compile non-personal statistical information about browsing habits, click-patterns and access to the PPS website.
4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
5. PPS may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
 1. PPS shall not disclose personal information from Users unless the User consents thereto;
 2. PPS shall disclose information without the User's consent only through due legal process; and
 3. PPS may compile, use and share any information that does not relate to any specific individual.
6. PPS owns and retains all rights to non-personal statistical information collected and compiled by the PPS.
7. [P3P Privacy Policy](#)

8. HYPERLINKS TO THIRD PARTY SITES

1. PPS may provide hyperlinks to web sites not controlled by PPS ("target sites") and such links do not imply any endorsement, agreement on or support for the content of such target sites.
2. PPS does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

9. SECURITY

1. PPS shall take all reasonable steps to secure the content of the PPS website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, PPS does not make any warranties or representations that content shall be 100% safe and secure.
2. PPS is under no legal duty to encrypt any content or communications from and to the PPS website and is also under no legal duty to provide digital authentication of any page on the PPS website.
3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the PPS website or the server and computer network that support the PPS website.
4. Notwithstanding criminal prosecution, any person who delivers any damaging code to the PPS website, whether on purpose or negligently, shall, without any limitation, indemnify and hold PPS harmless against any and all liability, damages and losses PPS and its partners/affiliates may suffer as a result of such damaging code.
5. Users may not develop, distribute or use any device to breach or overcome the security measures of the PPS website and PPS reserves the right to claim damages from any and all persons concerned with a security failure or breach.

6. Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by PPS and its partners / affiliates. The ECT Act may be viewed at : http://www.acts.co.za/ect_act

10. DISCLAIMER AND LIMITATION OF LIABILITY

1. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, PPS (including its owners, employees, suppliers, Internet service providers, partners, affiliates, agents and representatives) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
 1. access to the PPS website;
 2. access to web sites linked to the PPS website;
 3. inability to access the PPS website;
 4. inability to access web sites linked to the PPS website;
 5. content available on the PPS website;
 6. services available from the PPS website;
 7. downloads and use of content from the PPS website; and/or
 8. any other reason not directly related to the PPS's gross negligence.
2. The PPS website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with PPS, that the content available from and through the PPS website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
3. Information, ideas and opinions expressed on the PPS website should not be regarded as professional advice or the official opinion of PPS and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the PPS website.
4. PPS does not make any warranties or representation that content and services available from the PPS web site will in all cases be true, correct or free from any errors. PPS shall take all reasonable steps to ensure the quality and accuracy of content available from the PPS website.
5. PPS does not make any warranties or representations that the PPS website shall be available at all times. Users acknowledge that the PPS website may be unavailable due to updates or other causes beyond the reasonable control of PPS, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

11. **REMOVAL AND CORRECTION OF CONTENT** Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the PPS website to PPS and PPS undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content. Please contact marketing@pps.co.za.

12. INTERCEPTION OF COMMUNICATIONS

1. Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to PPS's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the PPS website, its staff and employees. The RIC Act may be viewed under: http://www.acts.co.za/ric_act/index.htm.
2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

13. ENTIRE AGREEMENT AND SEVERABILITY

1. These terms and conditions constitute the entire agreement between PPS and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by PPS from the User.
2. Any failure by PPS to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
3. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and PPS agree that:

1. the User shall be bound to these term and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the PPS website for the first time;
2. data messages (as defined in the ECT Act) addressed by the User to PPS shall only be deemed to have been received if and when responded to;
3. an auto response (data message) will not be seen as a response, referred to under 14.2; 14.4 data messages (as defined in the ECT Act) addressed to the User by PPS shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
4. data messages (as defined in the ECT Act) addressed by the User to PPS shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
5. electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and PPS; and 14.7 the User agrees and warrants that data messages that are sent to PPS from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

15. APPLICABLE AND GOVERNING LAW

The PPS website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the PPS website, its content, services and these terms and conditions.

16. LEGAL COSTS

PPS shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

17. E-MAIL MESSAGE TERMS

The e-mail message and any attachments may contain information that is confidential and subject to legal privilege. It is intended solely for the use of the individual or entity to whom it is addressed and to others who have the authority to receive it. If you are not the intended recipient, please note that you may not under any circumstances disclose, copy, distribute or take action that relies on the content of this information and that doing so may be unlawful.

Any reference to PPS will include its subsidiaries, associated companies, divisions and employees.

The information communicated is 'as is' without any representation or warranty whatsoever unless expressly stated. PPS will not be liable for any special, indirect, incidental, consequential or punitive damages or any damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence) or otherwise that relate to the use of this information.

The contents and any views expressed in the contents are, unless otherwise stated, the views of the author and not those of PPS or any of its management or directors.

The communication of information in the form of data messages, as well as any attachments to the data messages, will be legal, valid and enforceable on PPS only if an authorised PPS employee or the Head of the respective division has confirmed or consented to the communication.

PPS's services are available only in the Republic of South Africa, unless specifically stated otherwise.

In the event of a dispute of whatever nature that arises from the information communicated, the recipient accepts that the law of the Republic of South Africa will apply (this includes recipients who are resident outside the Republic of South Africa). While all reasonable steps are taken to ensure the accuracy and integrity of the information transmitted, PPS does not accept responsibility for any corruption of the information or data and breach of confidentiality as a result of the electronic submission.

PPS is neither liable for the proper, complete transmission of the information contained in this communication, nor for any delay in its receipt, nor for making sure that the mail is virus-free. PPS is not liable for loss or damage resulting from the opening of this message and/or the use of the information that this message and/or any attachments contain.

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