

# SMS Terms of Use

## Important notes

Please note the terms of use set out below. They are binding for all SMS's.

Please check this web page regularly for changes. The terms of use may change from time to time and without notice. The changed terms are also binding.

Please address disputes and complaints arising from the use of SMS's to the Safrican Insurance Client Retention & Compliance Departments at [clientretention@safrian.co.za](mailto:clientretention@safrian.co.za) and [compliance@safrian.co.za](mailto:compliance@safrian.co.za)

Please read the Terms of use carefully before using any of our other web pages.

### 1. Copyright

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### 2. Privacy Policy

Your privacy is important to us.

Always ensure that we have your latest cell phone number, and alert us immediately if your cell phone has been lost or stolen.

Personal information sent to us will be treated in accordance with our Privacy policy.

### 3. Disclaimer

Safrian Insurance will in no event be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMSs.

Safrian Insurance will not be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.

All the information sent by us via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, Safrican Insurance makes no representation or warranties about the correctness of any information contained, the suitability of any products or services mentioned or the soundness of any general advice offered in a SMS.

In the event of SMSs sent by Multi-Data on behalf of its client(s), Multi-Data/Safrican Insurance accepts no obligation to verify the correctness of any information received from the clients and contained in such SMSs, and disclaims liability for any errors.

#### **4. Applicable law**

The use of, and information appearing in SMSs is governed and interpreted in accordance with the laws of the Republic of South Africa.

#### **5. Intellectual property rights**

Nothing on any SMS should be construed as granting (by implication, estoppel, or otherwise) any license or right to use any intellectual property rights envisaged in the previous paragraph without written permission of Safrican Insurance. You may not use the name of Safrican Insurance or logo in any way without prior written permission of Safrican Insurance.

#### **6. Breach**

Safrican Insurance reserves the right to refuse to provide any SMS service if: (a) you breach any of these terms of use; (b) Safrican Insurance is unable to verify or authenticate any information you provide to us; or (c) we believe that you are conducting activities that are illegal or abusive, or reasonably likely to put Safrican Insurance in disrepute.

#### **7. Indemnity**

You agree to indemnify and hold harmless any member of the Safrican Insurance – and our respective directors, officers, employees, agents, licensors, suppliers and any third party information providers – from and against all losses and expenses (including attorney and own client costs), resulting from you violating any of these terms of use.