

#### Introduction

One Cash Direct (Pty) Ltd., trading as One Sure Direct Brokers and Insurebot Technology (Pty) Ltd., together referred to herein as "We", "Us", and "Our", are registered companies within South Africa, bearing the registration numbers 2013/152150/07 and 2015/417987/07. As an authorised Financial Services Provider, One Sure Direct Brokers operates within the scope defined by the Financial Advisory and Intermediary Services Act, 2002 ("FAIS"), offering "intermediary services" and authorised to market both Personal and Commercial Lines Short Term Insurance Products. Our use of an artificial intelligence (AI) tool does not provide "advice" as defined under FAIS.

These Service Terms ("Terms") govern Your ("You", "Your", or "User") use of and engagement with the Our mobile application ("App"), and websites available at www.onesuredirect.co.za and www.insure-bot.co.za ("Websites"), and related Services in relation to Your Insurance Cover ("Services"). By utilising the Websites, App, and/or Services, You acknowledge and fully understand these Terms, and You agree to comply with them.

### **Acknowledgement and Use of Services**

By interacting with Our Services, You acknowledge Our role in offering a platform for you to customise your insurance needs independently. We are not responsible for comparing cover or ensuring the suitability of any insurance product against your current policies.

### **Services**

- **Insurance Policy Formation**: A binding Insurance Policy between You and the Insurer is constituted after the acceptance of a Quotation and successful payment completion, as dictated by the Insurance Policy's terms.
- Quotations: Via the Websites, App or by Phone, You can request an Insurance Cover Quotation.
   Quotations generated by Us, leveraging information You provide and external data sources, do not amount to offering insurance advice or confirming insurance cover.

### **Your Account**

For full utilisation of Our Services through the App or Website, including receiving Quotations, updating Your information or Insurance Cover, and submitting claims, maintaining an active personal user account ("Account") is required. Account setup involves providing specific personal details, extensively covered under Our Privacy Policy.

## **App Usage**

You are to ensure the compatibility of your device and internet connectivity for the use of the App.

### Minimum Age.

Under 18, you must have your parent or legal guardian's permission to use the Services and ask them to read these Terms with you.

### License

We grant You a limited, non-transferable, revocable license to access and use the Websites/App/Services strictly for legitimate personal use. Prohibited actions include data scraping and unauthorised interfacing with our systems, leading to immediate license termination. You will indemnify Us against any resulting damages from such actions.

# **Ownership and Copyright**

The content of the website and/or application, inclusive of materials, data, software, icons, text, graphics, images, sound clips, advertisements, video clips, trademarks, logos, designs, and service marks (collectively "Content"), is protected under various laws, including copyright and trademark laws. This Content is owned by One Sure Direct Brokers and Insurebot Technology (Pty) Ltd., as well as their licensors. Users are not granted any rights, title, or interests in the websites, applications, or their Content except as explicitly authorised under these Terms or as provided by law. Unauthorised use, distribution, or reproduction of the Content is strictly prohibited.

#### **Cookies**

Our Websites and App use cookies to enhance user experience. The choice to block cookies may affect functionality.

#### Disclaimer

We strive for accuracy but offer the Website, App, and Services on an "as is" basis. We disclaim all warranties to the fullest extent permitted by law. Use of our platforms is at Your discretion and risk.

## **Third-Party Websites**

Our platforms may contain links to outside websites. We hold no responsibility for the content or privacy practices of these third-party sites.

#### **Limitation of Liability**

Under no circumstance shall We be liable for direct, indirect, or consequential damages resulting from Your inability to use our Services or Content within.

# **Availability and Termination**

We hold the right to suspend or terminate access to Our Website or App at any discretion, without notice.

## **Privacy**

Your personal data is managed in accordance with our privacy policy, which is available on our website.

#### **Governing Law and Jurisdiction**

All matters relating to these Terms are governed by South African law, with South African courts holding exclusive jurisdiction. This does not elude Your consumer rights under the Consumer Protection Act.

## Agreement with the Insurance Company

By providing payment or engaging in payment, You agree with the insurance policy terms, understanding and acknowledging the agreement. Consent for information sharing for fraud prevention and credit assessments is noted.

#### **Notices**

For communications under these Terms, refer to:

- Full name: Tim Louw.
- Address: 309 Ontdekkers Road, Ontdekkers Park, Roodepoort, South Africa.

Email: info@onesuredirect.co.za

Updates to contact details will be reflected in these Terms as required.

**Collection of Personal Information** For the purpose of determining accurate insurance premiums and ensuring your application complies with our Terms and Conditions, we collect personal data crucial for these assessments. This includes, but is not limited to, personal identification details, financial information, and any other data relevant to creating an insurance plan for you.

**Disclosure to Third Parties** In our commitment to maintain high standards of service, we collaborate with reputable third-party entities for various functions, including but not limited to:

- Credit Bureaus: To conduct necessary financial assessments, determining premium rates and policy qualification.
- **Regulatory Bodies**: Ensuring Our compliance with legal and regulatory standards, including fraud prevention mechanisms.
- Law Enforcement Agencies: In instances mandated by law or to prevent fraud and safeguard the
  interests of our clients.

#### **Your Informed Consent**

Your engagement with our application, manifested through the actions such as clicking "Start," "Ask," "Call Me Now," and "Get Quote Now," implies that you:

- Grant explicit consent for us to collect your personal information, enabling us to quote, establish, and/or manage your insurance policy efficiently.
- Authorise us to disclose this information to third-party service providers as necessary, all under robust confidentiality and security agreements.

Our partnerships with these entities are guided by stringent confidentiality and data security protocols to protect your information.

#### Conclusion

By engaging with our Services, You affirm acceptance of these Terms and, thereto, signify your continuous agreement.