



A. General Terms and Conditions of Use

1. Conditions of Access

1.1. Your access to, and use of, the Site is subject always to the community guidelines and Terms and Conditions set out in this User Agreement.

1.2. To avoid any confusion, you agree these Terms and Conditions applies to your use of:

1.2.1. The website;

1.2.2. Any Discovery Apps;

1.2.3. Any third party website or mobile application licensed to us;

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site. Your cellphone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges or sms charges). Discovery cannot be held responsible for these charges.

2. Your Acceptance and Consent

2.1. By using the Site, you expressly agree to the Terms and Conditions of this User Agreement. If you do not agree to all of the Terms and Conditions, please do not continue to use the Site.

2.2. When you install or download the Discovery Apps, you may be required to accept the Terms and Conditions or the end user licence agreement (collectively, a "EULA") of a third party supplier or vendor. While the EULA is independent from these Terms and Conditions and establishes a separate legal relationship which you are bound by, you agree that, the EULA is part of this User Agreement and will apply to your use of the Discovery Apps.

2.3. You agree that this User Agreement applies to any information accessed via the Site, and to all sections of the Site.

3. Changes to this User Agreement

3.1. We may change the Terms and Conditions of this User Agreement from time to time. We recommend that you familiarise yourself with this User Agreement regularly.

3.2. The current version of this User Agreement will apply each time that you access and use the Site.

4. Your Account

4.1. If you use the Site, you must keep your access details (including, your username and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password. You are only permitted to use one account. If you use more than one account we could delete all access.

4.2. Once you have logged onto the Site once, certain information, functionality and other features of the site will be accessible the next time you access the Site without having to re-enter your password. If you prefer to enter your password every time you access the Site, you can change the setting in the menu option.

4.3. Discovery may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.

4.4. You agree that the following actions shall be material breaches of these terms and conditions:

4.4.1. Signing in as, or pretending to be, another person;

4.4.2. Transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;

4.4.3. Using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Site; or

4.4.4. Gathering information about others without obtaining their prior written consent.

4.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.

4.6 Please note that the user name you choose is permanent and can only be amended at Discovery's discretion.

4.7 Discovery may determine certain requirements that you will need to meet when choosing a username or password. These requirements may be changed from time to time and you may be required to update your credentials.

5. Full Disclosure of all Relevant Facts and Benefit Entitlement

5.1. Discovery might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.

5.2. You guarantee that all information provided by you at any time to Discovery on or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.

5.3. You guarantee that you have fully disclosed all facts, and agree that this User Agreement or any transactions related to this User Agreement will be void if you do not meet this requirement.

7. Copyright

7.1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to Discovery, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the Site is the exclusive property of Discovery and is protected by South African and international copyright laws.

7.2. Except if permitted under this or another agreement with Discovery no portion of the Site may be copied or transmitted via any means available now or in the future.

7.3. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.

7.4. You agree that if you breach the terms of this clause 7, Discovery will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. Discovery will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

7.5. Nothing on the Site should be regarded as granting any licence or right to use any trademark without Discovery's prior written permission and/or that of any third party.

7.6. Discovery tries to ensure that the most sophisticated technology protects the information on the Site. However, Discovery cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

8. Disclaimer

8.1. The Site and all information, content, tools and materials are provided by Discovery on an "as is" and "and available" basis, unless we inform you in writing.

8.2. Discovery does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.

8.3. Discovery does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the Discovery servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. Discovery will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.

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

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

8.4.2. Any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

8.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

8.5.1. Any of the events described in this paragraph or the paragraphs above 8.5.2. Your actions or omissions that result in a breach of this user agreement;

8.5.2. Any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;

8.5.3. A denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Discovery in disrepute; or

8.5.4. Your reliance on any of the information, content, tools or materials that you obtain from the Site.

8.6. It is very important that you acknowledge and understand that the information included on the Site should not to 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 financial services or financial products.

8.7. To the extent that clinical information may be provided on the Site, it is based on best practice and on current recommendations and guidelines. These obviously change from time to time. The information provided should by no means replace the advice of a registered healthcare

provider. You should not discontinue any treatment you may be receiving on the basis of information reflected on this site without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.

9. Indemnity

9.1. While Discovery makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Site or whether they are complete accurate or appropriate.

9.2. You agree to fully indemnify Discovery, its directors, and employees, the board of trustees of the scheme and the employees of the scheme, and will not hold us responsible for any claim relating to your use of the Site.

9.3. You agree to fully indemnify Discovery, its directors and employees, the board of trustees of the scheme and the employees of the scheme, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisers and/or experts) on the Site and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.

9.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Site may change. Discovery will notify you of the important changes within a reasonable time.

10. Phishing and Spoofing

10.1. If you receive an unsolicited e-mail that appears to be from Discovery and that requests you to provide personal information (such as your credit card number, username, or password), or that asks you to verify or confirm your Discovery information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."

10.2. Discovery will never ask for this type of information in an e-mail, and we strongly recommend that you **do not** respond to these e-mails and that you **do not** click on the link. Responding to "phishing" places you and your personal information at risk. Discovery cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

11. Linking to Third Party Websites

11.1. The Website may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of Discovery and Discovery is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.

11.2. Discovery is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by Discovery of the linked website, their business or security practices, or any association with its operators.

11.3. From time to time Discovery may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.

11.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

12. Applicable Law

12.1. By accessing and using the Site, 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. General Provisions

13.1. The headings of the clauses in this User Agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this User Agreement.

13.2. If any provision of this User Agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this User Agreement.

13.3. No failure or delay by Discovery to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this User Agreement.

B. Privacy Policy

This Privacy Policy is complementary to, and should be read and understood together with, the general terms and conditions of use set out in Section A above.

1. The General Principles of our Privacy Policy

1.1. This Privacy Policy covers how we treat your personal information collected electronically when you use the Site, register or apply online for any Discovery products or services, or when you contact Discovery electronically.

1.2. Discovery respects your privacy and your personal information and for this reason, we take care to protect your personal information and to keep it confidential.

1.3. When dealing with your personal information we apply the following:

1.3.1. Discovery will only disclose, collate and process (“use”) your personal information with your express written permission unless we are legally required to do so.

1.3.2. Discovery will not use your personal information for any other purpose, other than that which we disclosed to you, unless you give Discovery your express written permission to do so, or unless Discovery is permitted or required to do so by law.

1.4. By using the Site, registering or applying online for any Discovery products or services, or contacting Discovery electronically, you provide Discovery with your express permission to share your personal information within the Discovery Group of Companies, in the ordinary course of Discovery’s business, for administrative purposes and/or to provide you with the relevant products and services offered by the Discovery Group.

2. What do we mean by Personal Information?

2.1. Personal information refers to information that identifies or relates specifically to you, for example, your name, age and identity number or any information you use to register for the website. Any information about your health and wellness interests, your lifestyle, your eating habits and nutrition, your exercise regime and all related information will also be regarded as personal information.

3. How we collect your Personal Information?

3.1. Whenever you use the Site, complete an application form, contact Discovery electronically, or use one of the products, services, facilities, tools or utilities offered by Discovery on the Site, Discovery will collect your personal information.

4. Why we collect and use Personal Information?

4.1. In order to make your use of the Site and the products, services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for Discovery to find out exactly what you need and want. The following are some of the reasons (i.e. disclosed reasons) why Discovery would collect your personal information:

4.1.1. For Discovery to process your instructions or requests; or

4.1.2. For Discovery to ensure that we meet your needs, Discovery may collect and analyse your personal information and combine all the information that we have about you for research and statistical purposes. We may also use your personal information to personalise and tailor our services to meet your needs; or

4.1.3. Once Discovery has collected and analysed your personal information, Discovery may send you promotional material or details which we think may be of interest to you;

4.1.4. To conduct market research;

4.1.5. To conduct academic research which may be used to evaluate and improve Discovery's product offerings. You are advised that information may be shared with third parties such as academics and researchers. All such information collected will be kept strictly confidential and all data will be depersonalized to the extent possible and where appropriate. No personal information will be made available to a third party unless such third party has agreed to abide by strict confidentiality protocols. If we publish the results of this research, you will not be identified by name.

4.2. Your privacy is important to us and we will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent. If at any stage after you have given Discovery your consent you no longer wish Discovery to use or share your personal information, you may at any stage withdraw your consent.

4.3. You accept that we may store your personal information outside of the region or country that you may submit or use it in.

5. Protection of your Personal Information

5.1. Discovery values the information that you choose to provide and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The information Discovery has concerning Discovery clients is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

5.2. When you use the products, services, facilities, tools or utilities provided by Discovery on the Site, you may be given an access number, username, password and/or personal identification number (PIN). You must always keep your username, access card, password and/or PIN a secret and ensure that you do not disclose it to anyone.

6. Correction of Personal Information

6.1. If you ever want to update or correct any of your personal information held by Discovery, you can e-mail us or you can phone our contact centre.

7. Personal Information held by or disclosed by you or Discovery to a Third Party

7.1. Because Discovery is not responsible for any representations or information, or warranties or content on any third party website (including third party websites linked to this website, websites facilitated by us or websites that serve as social networks like Facebook or Twitter), Discovery does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.

7.2. Discovery may enter into arrangements with its partners or other third party suppliers which will require us to disclose your personal information to these third parties for the purpose of transferring data to us from a device(s) that measures bodily functions or fluids. You hereby consent to Discovery disclosing your personal information to these third parties for this purpose and you also consent to receiving data about yourself from these third parties. If at any time after you have given Discovery your consent you no longer wish to disclose your personal information to these third parties, you may at any time withdraw your consent.

8. Cookies and Online Advertising

8.1. Discovery uses cookies. We use the word "cookie" to refer to information that is sent from the Site to your hard drive, where it is saved. In this way, the next time you use the Site,

Discovery will know who you are and that you have visited the Site before. We also collect information about how you use the website, your preferences and past browsing history.

8.2. Discovery engages third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about Discovery customers to help us understand the offers, promotions, and types of advertising that are most appealing to our customers. The personal information they collect is aggregated and cannot be linked to a person.

8.3. Third party vendors, including Google and DoubleClick, show Discovery ads on sites on the internet.

8.4. Third party vendors, including Google and DoubleClick, use cookies to serve ads based on a user's prior visits to Discovery's website.

8.5. Users may opt out of Google and DoubleClick's use of cookies by visiting the Google advertising opt-out page or by visiting the Network Advertising Initiative opt out page.

9. Changes to this Privacy Policy

9.1. Discovery may amend this Privacy Policy from time to time. Notice of any material changes will be duly provided within a reasonable time, however, we recommend that you familiarise yourself with this Privacy Policy on a regular basis.

9.2. The current version of this Privacy Policy will govern the respective rights and obligations between yourself and Discovery each time that you access and use the Site.

10. Which laws apply to this Privacy Policy?

10.1. This Privacy Policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this Privacy Policy.