

Terms and Conditions (“Terms”) for the Application known as Old Mutual App

PLEASE READ CAREFULLY BEFORE INSTALLING THE APPLICATION BECAUSE THESE TERMS WILL BECOME BINDING ON YOU, IF YOU INSTALL THE APPLICATION

APPLICABLE TERMS AND CONDITIONS

These Terms consist of various parts.

Part 1 contains general terms and conditions that apply to use of the Application, as well as to the use of the Applets and to the specific financial products and services offered in the Application.

Each subsequent Part contains specific terms and conditions relating to the specific Applet, product or service described in that Part. These specific terms and conditions apply in addition to the general terms and conditions in Part 1. Please note that the use of Applets, products or services identified under specific terms and conditions may, as will appear from those specific terms and conditions, involve transacting with parties other than Old Mutual Life Assurance Company (South Africa) Limited.

PART 1: GENERAL TERMS AND CONDITIONS OF USAGE

1. LICENCE

1.1 These Terms are a legally binding agreement between You and Old Mutual. This Agreement is for your use of the Application, and the Software managed by Old Mutual.

1.2 Old Mutual licences the use of the Application to You on the basis of these Terms and Your use of this Application is also subject to any terms and conditions set by any application store provider or operator (“Appstore Rules”) from whose website You downloaded the Application (“Appstore”). We do not sell the Application to You under these Terms and We remain the owner of the Application at all times.

1.3 This Application requires a compatible smartphone or tablet computer (“Device”) that enables Internet access and compatible operating systems, such as iOS and Android.

1.4 If the Device does not belong to you, by accepting these Terms or downloading, installing or using the Application, You confirm that You have obtained permission from the owner of the Device to install a copy of the Application onto the Device and to use such Application..

1.5 This Application is not targeted at minors or unauthorised persons. We encourage Users to strictly control access to their devices. We do not accept liability for and loss or damage as a result of the unauthorised use of the Application.

1.6 You will be solely responsible for installation of the Application on Your Device.

1.7 You must ensure that You always have the latest version of the Application installed on Your Device.

1.8 If You experience problems with connectivity to the Application, please liaise with the mobile network operator prior to contacting Us.

1.9 You must also report any problems encountered during the use of the Application, such as “software bugs” or any other system failure to our Service Centre immediately, using the contact details provided in the Contact Us section.

2. DEFINITIONS AND INTERPRETATION

In these Terms:

2.1 The following words or expressions have the following meanings:

2.1.1 "Application" or "Old Mutual App" means the mobile application software and associated media, which includes the Applets, made available by Old Mutual to users under these Terms for communicating data, text, audio and video, with compatible mobile devices and for receiving advertisements, incentives and other material using the Software developed and managed by Old Mutual;

2.1.2 "Applets" means unique services or products that are made available within the Application.

2.1.3 "Biometrics" means physical or behavioural human characteristics (such as fingerprints, facial patterns, eye features and speech) that may be used to digitally identify the You, to grant access to this Application or to the Applets.

2.1.4 "Old Mutual" or "We" or "Us" means Old Mutual Life Assurance Company (South Africa) Limited, registration number 1999/004643/06,. Old Mutual's registered address is Mutualpark, Jan Smuts Drive, Pinelands, 7405, South Africa, except where the provider of the specific product or service is another entity in the Old Mutual Group, in which event that other entity will be identified in the specific terms and conditions applying to the specific product or service. "Our" shall bear a corresponding meaning;

2.1.5 "Old Mutual Group" means Old Mutual Limited and its subsidiaries.

2.1.5 "Software" means the software and other media, enabling the use of the Application;

2.1.6 "User" or "You" means any person who accepts installation of the Software or uses the Application and "Your" has a corresponding meaning.

2.1.7 "Retirement Fund" means one or more of the retirement funds that Old Mutual sponsors and administers, and in respect of which Old Mutual has registered You as a registered member;

2.1.8 “Terms” mean the terms and conditions set out in Part 1 (General Terms and Conditions) and, to the extent that Applets or specific product and services are used, the specific terms and conditions set out in the relevant part.

2.2 References to the singular includes the plural and vice versa;

2.3 The phrases “such as” and “including” shall mean “including, but not limited to”.

2.4 Links contained in these Terms to other documents should be deemed part of these Terms in terms of section 11(3) of the Electronic Communications and Transactions Act 25 of 2002 (“ECT Act”). Although links may, from time to time, be non-operational, this shall not affect the validity and interpretation of these Terms.

2.5 Any words or phrases not defined in these Terms but defined in the ECT Act will bear the same meaning given to them in the ECT Act.

2.6 A copy of the ECT Act can be viewed and downloaded at <http://www.polity.org.za/article/electronic-communications-and-transactions-act-no-25-of-2002-2002-01-01>. It is Your responsibility to ensure that the copy accessed is the most recent version of the ECT Act.

2.7 Clause headings are used for convenience and not to be used in interpreting these Terms.

3. ACCEPTANCE OF THE TERMS

3.1 By downloading and registering to use the Application from the Appstore or clicking on the “I Accept” button, You agree to these Terms.

4. INFORMATION PROVIDED ON THE APPLICATION

4.1 Subject to clause 9, the User has free access to this Application.

4.2 The Application provides information to all Users of:

- 4.2.1 Old Mutual products and services and
- 4.2.2 Retirement Funds.

4.3 The Application is intended to provide Users with objective information about Old Mutual's financial products, services and Retirement Funds. The Application is not intended to be a recommendation, guidance or proposal regarding the suitability of the product, services or Retirement Funds in respect of any financial need You may have.

4.4 Any calculations made and/or obtained by means of the utilising the calculators, planning tools or other functions made available through this Application are for illustrative purposes

only and are subject to written confirmation by Old Mutual at the time of concluding any transaction with Old Mutual.

4.5 The illustrative value shown for the Old Mutual products, services and Retirement Funds may not be their value on the date of You viewing the illustrative value, for various reasons including that premiums or contributions still need to be recorded by Old Mutual, unit prices might have changed and are not yet reflected against Your illustrative value, or investment fees need to be deducted from the illustrative value.

4.6 Any payment in respect of Your illustrative value from Your Old Mutual product or Retirement Fund may be subject to deductions, such as income tax, tracing fees or switching costs. You must consult the relevant policy, contract, member guide, fund rules or other relevant document in this regard.

4.7 Some information provided on this Application is intended by Old Mutual as a summary of Your applicable Old Mutual products, services and retirement fund membership. For comprehensive information on these, please consult Your policy, contract, member guide, fund rules or other relevant document.

4.8 While every effort has been made to ensure the accuracy of information made available on this Application, no representation or warranty, express or implied, is made regarding the accuracy, completeness or correctness of any information made available through the Application.

4.9 If there is a conflict between the information contained on the Application and the provisions of Your policy, contract, the rules, or other relevant document, such policy, contract, rules or other document will prevail and will be binding on You and Old Mutual.

4.10 Any information made available through this Application is not directed at persons in the United Kingdom as investment advice, as an investment advertisement or as an offer of securities in the United Kingdom. The information contained through the Application does not constitute an offer for sale in the United States. The securities described herein have not, and will not, be registered under the US Securities Act of 1933 and may not be offered or sold, directly or indirectly, into the United States.

4.11 **Consent:** For purposes of providing a comprehensive service to You, You hereby consent to the retrieval by Old Mutual, of your personal information held by entities in the Old Mutual Group and other entities whose products and services you use, for display on and use in the Application.

5. GRANT OF LICENCE AND USE OF THE APPLICATION

5.1 Old Mutual grants You a non-transferable, non-exclusive licence to use the Software and the Application on Your Device, subject to these Terms and the Appstore Rules. Old Mutual reserves all other rights.

5.2 The rights granted to You are revocable which means that Old Mutual can take back such rights at any time. Old Mutual only supplies the Software and Application for personal use.

5.3 Content made available on Application may not be used or exploited by You for any commercial, business, resale or non-personal purposes without the prior written consent of Old Mutual. You may not transfer Your rights to use the Application to a third party.

5.4 You are permitted to use the Application for lawful purposes only. Except as expressly set out in these Terms or as permitted by law, You agree: (i) not to copy the Application except where such copying is incidental to normal use of the Application, (ii) not to rent, lease, sub-

licence, loan, translate, adapt, vary or modify the Application, (iii) not to disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Application, (iii) not to use the Application in any unlawful manner, for any unlawful purpose, including posting or transmission of data through the Application which violates or infringes in any way upon Old Mutual's rights or third parties' rights, (iv) not to transmit any material which is unlawful, defamatory, offensive or otherwise objectionable in relation to Your use of the Application or any service made available through the Application; (v) not to use the Application or any service in a way that could damage, disable, overburden, impair or compromise Old Mutual's systems or security or interfere with other users; or (vi) not deliver or attempt to deliver, whether intentionally or negligently, any damaging or malicious code or information through the Application.

5.5 Any unauthorised use of the Application may lead to Old Mutual instituting legal proceedings against You.

5.6 In order to provide the Software and Application free of charge, Old Mutual secures revenue from other sources including advertisements. You specifically understand and agree to receive third party marketing information and advertisements, including advertising pop-up and splash screens on the Application. You may opt-out from receiving any such advertising or marketing information and discontinue usage at any time by uninstalling the Software or by disabling the Application.

5.7 Although the Application is provided free of charge by Old Mutual, You recognise that there may be a data charged by the Your service provider in respect of the use of the Application. It is Your responsibility to acquire and maintain at Your own cost the necessary accessories and third party services, including but not limited to Internet access to use the Application.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 You acknowledge that:

6.1.1 all intellectual property rights in and to the Application, the associated software, and any trademarks and contents used and/or displayed in connection with the Application, Software and/or the services anywhere in the world belong to Old Mutual or our licensors; and

6.1.2 all rights in and to the Application are the property of or are licensed to Old Mutual and as such, You have no rights in, or to the Application other than the right to use the Application as set out in these Terms.

6.2 You have no rights to access the Application in source code form.

7. AMENDMENTS AND CHANGES TO PROFILE

7.1 Old Mutual may amend these Terms at any time by communicating same to the Device. All amended terms shall automatically become effective immediately after they are notified to the User and any subsequent use of the Application or any other services shall be governed by such amended terms. If You do not accept the amended Terms, You must uninstall and cease using and/or accessing the Application at any time.

7.2 Old Mutual reserves the right at any time to change or discontinue any aspect or feature of the Application, including but not limited to, content, hours of availability and equipment needed to use the Application.

8. PRIVACY POLICY AND DATA PROTECTION

8.1 Old Mutual undertakes to take all reasonable steps to protect the personal information of Users and is committed to protecting and respecting Your privacy in accordance with applicable data protection legislation, including the Protection of Personal Information Act 4 of 2013.

8.2 Users agree that Old Mutual may collect, collate, process, and/or store User's personal information for, amongst other things, providing Users access to the Application and to the extent applicable and subject to any Appstore Rules, the website User's downloaded the Application from and for any purposes set out in paragraph 8.3 below.

8.3 The types of personal information that Old Mutual may collect includes information necessary for our legitimate business interest and the categories of personal information identified in the relevant data protection laws in the Republic of South Africa. These may include:

8.3.1 the User's full name;

8.3.2 the User's area code and physical and postal addresses;

8.3.3 the User's contact number(s);

8.3.4 non-personal browsing habits and click patterns;

8.3.5 User's e-mail address and/or IP address;

8.3.6 IP address (Old Mutual do not ordinarily link IP addresses to personal information, which means that Your session may remain anonymous. However, We cannot guarantee that this will always be the case, as it may be necessary to identify a particular User when it is necessary to enforce compliance with these Terms and/or the law;

8.3.7 the brand of the User's Device and model number, as well as its operating system;

8.3.8 Demographic information and Geographic Region;

8.3.9 Income Bracket;

8.3.10 Country;

8.3.11 Home Language;

8.3.12 Gender;

8.3.13 Date of Birth/Age; or

8.3.14 Number of children.

8.4 Old Mutual collects, stores and uses the information listed in paragraph 8.3 for the following purposes:

8.4.1 to communicate requested information to the User;

8.4.2 to enable the Application and related services;

8.4.3 to activate the Software;

8.4.4 to provide profiled services to the User as requested by the User;

8.4.5 to notify and authenticate the identity of the User;

8.4.6 to provide the User with vouchers;

8.4.7 to compile non-personal statistical information; and

8.4.8 for security, administrative and legal purposes.

8.5 The information is provided voluntarily by the User or is collected either electronically by using cookies. Cookies are pieces of information a website transfers to a User's hard drive or Device for record-keeping purposes. Cookies make surfing the web easier by Users by saving User's preferences and, tracking User's online habits, traffic patterns and making sure Users do not see the same advertisement too often. The use of cookies is an industry standard. Old Mutual may place a "cookie" on Your browser to store and sometimes track information about you. Importantly, while most browsers are initially set up to accept cookies You can reset Your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some aspects of the Website will not function properly if You refuse cookies.

8.6 Old Mutual may collect, maintain, save, compile, share, disclose and sell any information collected from Users, subject to the following provisions:

8.6.1 Old Mutual shall not disclose personal information from Users unless the User provides his or her prior consents;

8.6.2 Old Mutual shall disclose personal information without the User's consent if required to do so by law; and

8.6.3 Old Mutual may compile, use and share any information that does not relate to any specific individual. In other words, a User's information will be de-identified for such purposes.

8.7 Old Mutual owns and retains all rights to non-personal statistical information collected and compiled by Old Mutual.

8.8 You agree that Old Mutual may freely disclose statistics based on the Demographic information of its Users, provided that any statistics shall not contain any personal information of the User and the User's personal information (if any) shall be de-identified by Old Mutual.

8.9 Old Mutual will take all reasonable measures to ensure that the use of the Application is protected from unauthorised access and that personal information provided by and collected from Users is not disclosed to any unauthorised third parties. Old Mutual cannot, however, guarantee that these measures will ensure that Your information will always be 100% secure.

8.10 Users agree that We may transfer and/or store on Your personal information on servers in a jurisdiction other than South Africa and such jurisdiction may not have data protection legislation comparable to legislation of South Africa.

9. DATA CONSUMPTION

9.1 The Application uses the data channel (GPRS) of Your Device to communicate. Although usage is low, You must be aware that data will be consumed from Your airtime. It is highly recommended that a data bundle is purchased with Your Network Mobile Operator in order to save on data costs. Data is consumed by performing the following actions (but not limited to): authentication, application start-up, text messaging, sending/receiving pictures, sending/receiving locations, accessing content, group communication (text, picture, location), updating of profile information, viewing profile information, accessing external content via Your mobile device's Internet Browser, viewing advertisements, and contact synchronisation.

9.2 You should note that when roaming, You may be subject to higher data pricing. It is a Your responsibility to check with their mobile network carrier for detailed data pricing.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

10.1 For investment funds, such as Investment Horizons, Max Investments, Old Mutual Invest, Max Income, GREENLIGHT Savings, Investment Frontiers, Fairbairn Capital and Old Mutual Wealth, there is a unit price delay from the asset manager to Old Mutual. If You have recently requested a switch to one of these funds, the affected fund values might be temporarily excluded from Your portfolio for a few days due to delays in obtaining unit prices from these asset managers.

10.2 For the Retirement Funds, the value shown may not be its value on the date of You viewing it. This may be due to factors such as delays in processing transactions, e.g. contributions, unit price changes of investment portfolio(s), or various fees, charges and expenses. Any payment from the Retirement Funds may be subject to deductions, such as income tax, tracing fees or switching costs.

10.3 Old Mutual does not guarantee the accuracy and comprehensiveness of the information supplied via the Application. The information provided is for information purposes only and does not vary the terms and conditions of any policy contract, fund rules, or any other contract in terms of which investments are made and/or Your retirement savings are dealt with.

10.4 To the extent allowed by law, the information and content of the Application are provided by Old Mutual or their affiliates, partners and associates, suppliers or agents without any warranty of any kind, express or implied, (including but not limited to) any implied warranties of reliability, fitness for any particular purpose, timeliness, sequence, completeness, non infringement of third party rights and or freedom from errors or inaccuracies.

10.5 You acknowledge and consent that You use the Application and the information and the Software entirely at Your own risk and that Old Mutual, and their affiliates, officers, directors, employees, servants, agents or contractors or other persons for whom they in law may be liable, will not, under any circumstances, be liable to You for any loss or damages (including, but not limited to, consequential, direct, indirect, special, punitive or incidental damages and

damages or losses of any other kind).

10.6 To the extent allowed by law, and without limiting the generality of the aforesaid, You acknowledge and consent that Old Mutual and their affiliates, officers, directors, employees, servants, agents or contractors or other persons for whom in law they may be liable, will not, under any circumstances, be liable to Users for any loss or damages (including consequential, direct, indirect, special, punitive or incidental damages and damages or losses of any other kind) or any other action arising from:

10.6.1 any defect, fault, malfunction and/or delay in Your Devices and/or software;

10.6.2 any defect, failure, fault and/or delay in connectivity to the Internet;

10.6.3 the Application or related services being temporarily unavailable or inaccessible for any reason whatsoever;

10.6.4 to the extent allowed by law, any defect, failure, fault, delay or unavailability of the Application and/or information for any reason whatsoever, subject to paragraph 10.7 below;

10.6.5 viruses and/or spam that may infect Your Device;

10.6.6 any failure on the part of a merchant to deliver the goods and/or services You purchased using the Application (to the extent applicable);

10.6.7 the Application, Old Mutual's systems and/or User's information held by Us being compromised in any way; or

10.6.8 a third party gaining access to and using Your information held by Old Mutual.

10.7 Information, ideas and opinions made available through the Application should not be regarded as professional advice or the official opinion of Old Mutual, their affiliates, officers, directors, trustees employees, servants, agents, advisers or contractors. Before taking any course of action related to the information, ideas or opinions made available through the Application, the User is encouraged

10.7.1 to obtain professional advice; and

10.7.2 to consult the relevant policy, contract, member guide, fund rules or other document applicable to his/her Old Mutual product and service

10.8 Subject to clauses 4.5 and 4.6, Old Mutual shall take steps to ensure the quality and accuracy of content posted, by them, to the User. However, to the extent allowed by law, Old Mutual do not make any warranties or representation that content and services available through the Application shall in all cases be true, up to date, correct or error free. The User agrees that any offensive, false, or misleading content of promotional and other material communicated through the Application is the responsibility of the advertiser of the relevant goods or services and the User shall not hold Old Mutual legally responsible for such content.

10.9 The Application may also contain links to other independent third-party websites ("Third Party Sites"). Third Party Sites are not under the control of Old Mutual, and We are not responsible for and do not endorse their content or their privacy policies. Users will need to make their own independent judgement regarding their interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them.

11. ELIMINATION OF ERRORS

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content communicated via the Application to Old Mutual. Old Mutual undertakes, to the extent possible, take all reasonable steps to correct and/or remove such content.

12. UNAUTHORISED ACCESS TO YOUR DEVICE AND THE APPLICATION

12.1 Any instruction received via Your Device will be regarded as an irrevocable instruction given by You. The execution of such an instruction shall be binding on You.

12.2 In order to prevent unauthorized activity on Your Device and of this Application, You must keep Your Device beyond reach of any third parties and ensure that the Device and this Application cannot be accessed by anyone other than You. You must take all possible precautions to prevent unauthorised use of your Device and this Application. You must keep secret Your Device PIN, Your Application username, password and any other information enabling access to Your Device and the Application. You must not disclose these items to anyone: If You suspect that any of these items have become known to another person, You must immediately notify Us and immediately change them.

12.3 Any act performed or omission made by any person other than Us, in connection with the Application, shall be deemed to have been performed or made by You.

12.4 If You elect to make use of Biometrics to access this Application or any of the Applets, You shall not allow any other person to use such Biometrics. Any use of Your Biometrics shall be regarded as use thereof by You. You shall bear the full risk of the use of such Biometrics by anyone other than You.

13. DISPUTE RESOLUTION

13.1 You agree that in the event of a dispute or alleged breach by Old Mutual, You will, in good faith work together with a duly authorised representative of Old Mutual to attempt to resolve the dispute.

13.2 If the dispute is not so resolved within 30 (thirty) calendar days, the User or Old Mutual may refer the dispute to an arbitrator appointed by the Arbitration Foundation of Southern Africa ("AFSA") for final resolution in accordance with the rules of AFSA, provided that there shall be no right of appeal. Neither the User nor Old Mutual shall in any way be precluded from obtaining interim relief on an urgent basis from a South African court of competent jurisdiction pending the decision of the arbitrator.

14. OTHER IMPORTANT TERMS

14.1 These Terms constitute the entire agreement between Old Mutual and the User and shall take precedence over any communications and/or postings received by Old Mutual from the User.

14.2 If Old Mutual fails to insist that a User perform any of their obligations under these Terms, or if Old Mutual do not enforce its rights against a User, or if Old Mutual delay in doing so, that will not mean that Old Mutual have waived its rights against such User and will not mean that such User do not have to comply with those obligations. If Old Mutual does waive a default by a User, Old Mutual will only do so in writing, and that will not mean that Old Mutual will automatically waive any later default by such User.

14.3 Old Mutual may transfer its rights and obligations under these Terms to another organisation, but this will not affect a User's rights or Old Mutual's obligations under these Terms.

14.4 In the event that any Terms detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining Terms. The remaining Terms shall remain enforceable and applicable.

14.5 These Terms do not limit our liability (including for any loss directly or indirectly attributable to Old Mutual's gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation;

14.5.2 do not require You to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or

14.5.3 do not limit or exclude any warranties or obligations which are implied into these Terms by the Consumer Protection Act, 2008 ("Consumer Protection Act") (to the extent applicable) or which Old Mutual give under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

14.6 If these Terms (or any further contract governed by the terms of these Terms) or the Application or the information made available on the Application is regulated by or subject to the Consumer Protection Act, it is not intended that any provision of the Terms contravenes any provision of the Consumer Protection Act. Therefore all provisions of the Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

14.7 Notwithstanding the User's country of residence and Application use, these Terms are subject to and governed by South African law, and are subject to the jurisdiction of the South African courts.

15. VARIATION OF CERTAIN DEEMING PROVISIONS IN THE ECT ACT

By using the Application, Users agree that these Terms create a binding contract between Old Mutual and the User, even though the Terms are wholly or partly in the form of a data message. Users agree specifically that:

15.1 these Terms will be treated as if it was concluded at Old Mutual's physical address on the date on which the User first accessed the Application;

15.2 an electronic signature is not required by a User or Old Mutual for purposes of agreeing to these Terms;

15.3 a User's use of the Application is sufficient evidence of a User's agreement to these Terms;

15.4 any data message sent by either a User or Old Mutual to the other will be deemed to have been sent from our physical address if neither a User's usual place of business nor residence is located within South Africa;

15.5 subject to the further provisions of these Terms, any communication sent to Users by an information system programmed to operate automatically on Old Mutual's behalf will be a data message attributable to, or authorised by Old Mutual; and

15.6 subject to the further provision of these Terms, a data message sent by a User to Old Mutual will only be treated as having been received by Old Mutual when an acknowledgement of receipt is sent by Old Mutual personally or a person who had authority to act on our behalf in respect of that data message.

16. HOW TO CONTACT US

If You have questions about the Terms please contact Us on 0860 60 6500 or [email Us at app@oldmutual.com](mailto:app@oldmutual.com).

PART 2: SPECIFIC TERMS AND CONDITIONS FOR USE OF BIDVEST MONEY ACCOUNT MOBILE BANKING APPLICATION

INTRODUCTION

These Terms are a legally binding agreement between You and Old Mutual, the Bank and OMIA in respect of Your use of the Old Mutual Money Account Applet, and must be read with the General Terms and Conditions (Part 1).

For the purposes of the Old Mutual Money Account Applet:

Bank means Bidvest Bank Limited, registration number 2000/006478/06, a licensed financial services provider and registered credit provider, NCRCP17;

Customer means the Transactional Bank Account holder registered with the Bank to use the Services;

Investment Account means the unit trust investment account administered by OMIA which forms an integral part of the Old Mutual Money Account;

Mobile Application Pin means the 4 (four) digit personal identification number, which the Customer must provide to identify himself when accessing the Services;

Old Mutual, for purposes of the Old Mutual Money Account Applet, means Old Mutual Transaction Services (Proprietary) Limited, registration number 2012/225985/07;

OMIA means Old Mutual Investment Administrators (Proprietary) Limited, a company with registration number 88/03478/07 and a registered administrative financial service provider;

Old Mutual Money Account means the Transactional Bank Account managed by the Bank which is linked to the Investment Account managed by OMIA;

Services means the mobile banking application functionality provided by the Bank as specified in 1.1 below;

Service Centre means the Old Mutual Money Account Service Centre, which can be contacted on 0860 222252;

Terms means the terms in this document read with the General Terms and Conditions (Part 1)

Transactional Bank Account means the bank account opened with the Bank as part of the Customer's application for the Old Mutual Money Account, and used to access the Services;

We or Us or Our means the Bank, Old Mutual and OMIA;

1. MOBILE BANKING APPLICATION SERVICES

1.1 The Services shall include the following functionality:

1.1.1 obtaining information relating to the Transactional Bank Account or Old Mutual Money Account, including transactions;

1.1.2 transferring funds between the Investment Account and the Transactional Bank Account, and vice versa;

1.1.3 paying accounts;

1.1.4 purchasing prepaid airtime and electricity;

1.1.5 making beneficiary payments;

1.1.6 using any other service which may be made available by us.

1.2 The use of the Services shall be subject to these terms as amended from time to time. You shall be entitled to terminate use of the Services immediately if the amended terms are unacceptable to you.

1.3 We are entitled to terminate the Services at any time on written notice to you, without being required to furnish any reason for such termination.

1.4 The termination of the Services shall not affect any liability of either party to the other which arose prior to such termination.

2. AUTHORITY AND SECURITY

2.1 You hereby instruct Us via the Services to effect transactions in accordance with these terms and in accordance with Your instructions.

2.2 Your instruction becomes irrevocable once submitted to Us, and an instruction is deemed to have been submitted once You have positively indicated Your verification of the instruction by means of the functionality available.

2.3 You must keep Your Mobile Application PIN secret and not disclose the Mobile Application PIN to any unauthorised person.

2.4 You must take all reasonable precautions to prevent unauthorised use of the Services and unauthorised access to Your Old Mutual Money Account.

2.5 If You suspect that Your Mobile Application PIN has become known to an unauthorised person, You must immediately notify the Service Centre and immediately change Your Mobile Application PIN.

2.6 Any act performed, obligation undertaken or omission of any person other than Us, in connection with the Services, shall be deemed to have been performed, undertaken or made

by you, unless You are able to prove that a person other than You has obtained Your Mobile Application PIN through Our negligence or internal fraud.

3. OTHER AGREEMENTS

3.1 Use of the Services shall not vary any aspect of Your relationship, or agreement or arrangement with Us.

3.2 Without derogating from the generality of the provisions of clause 4.1, use of the Services shall not vary the provisions of any clearing or settlement mechanisms and the Bank's obligations in the South African banking system, which shall take precedence over, and override, any obligations which the Bank may owe to the Customer.

4. RISK

4.1 You accept that use of the Services is at Your own risk and, in particular, neither the Bank or Old Mutual will be responsible for any damage, loss or consequential damage which You may suffer as a result of:

4.1.1 any malfunction or defect in the hardware used by You (which includes any mobile device, computer tablet, or cell phone);

4.1.2 any act or omission by any third party or any defect in the Services or any medium by which access is gained to the Services;

4.1.3 the Services being offline or unavailable;

4.1.4 any industrial action;

4.1.5 any circumstances not reasonably within the Bank's control;

4.1.6 erroneous, unauthorised, incomplete, or unlawful instructions from you;

4.1.7 unlawful or unauthorised access by another person;

4.1.8 a transaction being delayed for any reason (provided that We shall endeavour to adjust the transaction as if it had taken place on the correct day);

4.1.9 non-adherence to procedures prescribed by Us;

4.1.10 destruction of data, any accessing of data by any unauthorised person, or any destruction or theft of, or damage to, any hardware or software;

4.1.11 incorrect or late execution or non-payment of any instruction given by you, due to the circumstances set out in 4.1.1 to 4.1.10 above.

4.2 It is Your responsibility to ensure that the Transactional Bank Account details provided are accurate. The Bank shall not be obliged to ensure that account numbers are correct.

4.3 This clause 4 is not intended to exclude Our liability for loss suffered by You as a result of the fraud or gross negligence of Our employees. Such liability shall extend to actual financial damage suffered by you, but shall not include special or consequential damages.

4.4 You acknowledge that information transmitted through the Old Mutual Money Account Applet or any other communication system, including wireless communication system, is susceptible to unlawful access, distortion and monitoring, and that You use the Old Mutual Money Account Applet at Your own risk.

5. INDEMNITY

You indemnify Us against any loss and damage We may incur in consequence of, or in any way related to any:

5.1 Use of the Services by you;

5.2 Failure, delay, unauthorised use, incorrect procedure, data destruction or other risk, loss or damage envisaged in clause 4.1;

5.3 Errors arising from the omission or incorrect input of information by you.

5.4 During the monitoring process of the Bank, if We notice an irregularity or possible attempt to defraud you, We may at Our discretion suspend the Transactional Bank Account and inform you. Should We fail to contact you, the Transactional Bank Account shall remain suspended until You are contacted.

6. PREPAID AIRTIME AND ELECTRICITY

6.1 You will be able to purchase airtime and electricity using the Old Mutual Money Account Applet. The steps that You will have follow to purchase airtime or electricity will be given to You on Your mobile device when You make a purchase.

6.2 A prepaid airtime purchase transaction using the mobile number provided cannot be reversed or refunded once completed by You if the incorrect mobile phone number or service provider has been captured by you.

6.3 A prepaid electricity purchase transaction for a registered meter number cannot be reversed or refunded once You have completed a purchase. Any query should be directed to the Service Centre on 0860 222 252 or to the respective municipality. Please note any outstanding balance with the municipality will be deducted from the purchase amount. This is not due to any action by Us, but is done by the relevant municipality.

7. FEES AND CHARGES

7.1 The Bank is entitled to debit the Customer's Transactional Bank Account with fees and charges prevailing from time to time for the Services and in respect of any transaction generated by the use of the Services.

7.2 The Customer shall pay the Bank any amount paid by the Bank in respect of any government or municipal duties, taxes or other charges levied on the Customer or the Bank arising out of use of the Services and for such purpose, the Bank may debit the Customer's Transactional Bank Account with any amount so paid by the Bank.

7.3 Please consult the Terms and Conditions of Your Money Account as well as the Money Account Fee Guide which You can find at www.mymoneyaccount.co.za.

8. COMMUNICATION

8.1 If You receive an SMS informing You of a transaction on Your account when You are not logged on to Internet banking or are not transacting, You must contact the Service Centre on

0860 222 252 immediately in order to prevent theft. Failure to do so could result in financial loss to you.

8.2 Please make sure You have read clauses 4 and 5 above.

9. CONFIDENTIALITY

9.1 All information provided by You during the use of the Services will be treated by Us as confidential.

10. MOBILE APPLICATION CONNECTIVITY

10.1 You will be solely responsible for installation of the mobile banking application on Your mobile device.

10.2 You must ensure that You always have the latest version of the Old Mutual Money Account Applet installed on Your mobile device.

10.3 If You experience problems with connectivity to the Old Mutual Money Account Applet, You must liaise with the mobile network operator prior to contacting Us.

10.4 You must also report any problems encountered during the use of the Services, such as “software bugs” or any other system failure to our Service Centre immediately.

11. GENERAL

11.1 You accept the financial limits imposed on the transfer of funds, which limits may be altered at any time as agreed between You and the Bank.

11.2 The provision of the Services will not entitle You to overdraw the Transactional Bank Account.

11.3 All debit transactions generated via the Services will be confirmed against the available balance in the Transactional Bank Account and will only be processed by the Bank if the available balance in the Transactional Bank Account is sufficient to accommodate the debit entry generated.

11.4 When You use the Services outside the South African monetary area, such use will be subject to certain exchange control regulations and it is Your duty to become aware of the contents of those regulations, and to comply with them.

11.5 You accept that the Bank shall be entitled at its sole discretion to monitor, record and use as evidence all electronic communications between You and the Bank at any time.

11.6 All complaints regarding the Services or the functionality of the Old Mutual Money Account Applet should be referred to the Service Centre on 0860 222 252. If We are unable to resolve it, You may direct the complaint to the ombudsman for Banking Services on 011 838 0035 or 0860 800 900, by quoting the Bank’s complaint reference number.

PART 3: SPECIFIC TERMS AND CONDITIONS OF THE GROUP LIFE INSURANCE POLICY FOR TELKOM MOBILE SUBSCRIBERS

1. DETAILS OF COVER - Funeral Cover

Telkom has taken out a long term life insurance policy with Old Mutual to provide funeral cover to qualifying Telkom airtime purchasers. The policy provides funeral cover to qualifying Telkom purchasers for the calendar month after they have purchased more than R100 worth of Telkom airtime. The information in this document is intended to inform You of the qualifying criteria, how to opt in to enjoy the cover, and how Your beneficiary can make a claim in respect of this cover. It is important to understand that Telkom is the policyholder of the policy and that the qualifying Telkom airtime purchasers are the lives assureds under the policy.

In this document, the Application (App), the Unstructured Supplementary Service Data (USSD) and in the short messages (SMSs) that will be sent to the cellphone from which the offer for cover under this policy is accepted, You will find all the disclosures We are required to make to You by law. Please read all this information carefully. The cover comes into effect when You receive the SMS confirming that You have accepted the offer for cover under this policy.

2. DETAILS OF COVER - ADDITIONAL INFORMATION

1.1 Purpose of the policy: To provide a benefit in the event of Your death.

1.2 Replacing an existing policy: If You cancel or stop paying premiums on an existing policy because You are now covered under this one, it is important that You consider the potential negative impact it might have on Your financial planning. In this regard You need to consider the nature and amount of the replacement cover and whether any additional restrictions to claiming may apply.

1.3 Contact Details

1.3.1 Purpose: Any query or transaction in respect of Your cover; how to nominate a beneficiary; how beneficiaries can make a claim; if You have any complaints or other queries.

1.3.2 Whom to contact: Our Registered Office (Mutualpark, Pinelands), The Communication Centre (0860 60 7000*)

1.3.3 Postal Address: PO Box 73, Cape Town, 8000

1.3.4 Telefax (dialing code 021) 021 509 4444

1.3.4 E-mail GSEnquiries@oldmutual.com. * Service hours are between 07:30 and 17:00 on Mondays to Fridays (excluding South African public holidays).

1.4 Change of personal details: If Your personal details change after you've accepted the offer, You must inform Us immediately by updating these details on the App, via USSD or by contacting our Communication Centre (mentioned above).

1.5 Who can be insured under the policy? You can apply to be insured under this policy if You have purchased more than R100 of Telkom airtime in any particular calendar month a

permanent resident of the Republic of South Africa with a valid identity document, and at least 16 years old but not older than age 75.

1.6 Cover: The cover is the amount for which You are insured under the policy. We will notify You of the cover that applies to You in an SMS, via USSD or on the App following acceptance of the cover. The level of cover is determined by the amount of airtime purchased in the previous calendar month. Should You purchase the required amount of airtime, You will receive the next 1 calendar month of cover for death from any cause. Airtime Purchased in Month Less than R100 then the insured amount is R0 Airtime Purchased in Month More than R100 then the insured amount is R10 000 The cover starts on the cover start date, which is the 1st of the month after You receive the SMS following acceptance of the cover. Cover stops at the end of that calendar month. This date will be communicated to You in an SMS. At this point the cover will cease. If You again purchase more than R100 worth of Telkom airtime, You will again qualify for cover. You may not make any loan or cash withdrawal against the cover and this policy has no surrender value.

1.7 What and when We pay: We will pay 100% of the cover amount in the event of Your death during the cover period described above, on condition that We receive a valid claim. We will pay the cover amount, in South African Rands, into Your beneficiary's valid bank account.

1.8 Beneficiaries: Your beneficiary is the person You have nominated to receive Your cover amount. If You have not named a beneficiary or if Your beneficiary is no longer alive when the cover amount must be paid, We will pay the cover amount, in South African Rands, into Your valid bank account.

1.9 What and when You pay: Should You wish to receive cover, You should spend the required amount of airtime (R 100 or more) in a particular calendar month. You will then receive an SMS, notification via USSD or the App inviting You to accept cover. Your acceptance constitutes accepting the offer of cover under this policy. When accepting the offer of cover, You may be asked whether You consent to Old Mutual forwarding You marketing material about other Old Mutual products and services.

1.10 When cover will stop: Your cover will stop at the earlier of: Your death; or the expiry of the cover period.

1.11 How to claim: Your beneficiary needs a valid South African bank account when claiming. Your beneficiary must submit the following documentation via the App or contact the Old Mutual Communication Centre and submit the following documentation: the original of Your death certificate; proof of identity of the beneficiary. We reserve the right to request additional information, before finalising a claim it is important to inform Your beneficiary of how to make a claim.

1.12 Complaints: For any complaints refer to the complaints section of Old Mutual's website via the following link;

1.13 Fraud: If a claim is submitted and such claim is determined by Old Mutual to be based on fraud, Old Mutual has the right to reject the claim. If this happens, no benefit will be payable.

PART 4: SPECIFIC TERMS AND CONDITIONS FOR OLD MUTUAL INSURE APP

1. INTRODUCTION

These Terms are a legally binding agreement between You and Old Mutual Insure, in respect of Your use of the Old Mutual Insure Applet, and must be read with the General Terms and Conditions of Usage applicable to all Applets (Part 1).

“Terms” means the terms in this document read with the General Terms and Conditions of Usage.

For the purposes of the Old Mutual Insure Applet:

“Old Mutual Insure” or “Us” means Old Mutual Insure Limited, a public company (Registration number 1970/006619/06) trading as a registered insurance company with its principal place of business at 1 St. Andrews Road, Parktown, Johannesburg, 2193, telephone number (011) 374 9111, facsimile number (011) 374 3089.

“Total cover” means the total compensation limit as per Your Old Mutual Insure policy schedule.

2. DISCLAIMER

The information contained on this Applet is intended to be, but is not guaranteed to be, complete, correct and up to date nor free from any error or omissions. Old Mutual Insure makes no representations on warranties, implied or otherwise, and accepts no responsibility as to the suitability or accuracy of the information or advice found on the Applet nor that the service will be uninterrupted or error free. All information and other content on the Applet is subject to change without notice.

The Applet has not been compiled or supplied to suit any particular User’s needs. The User is under an obligation prior to making use of any of the Applet services and information that it satisfies and meets Users needs and individual requests.

In the event of Insurance cover being afforded via this Applet, such cover is subject to the terms of the conditions found in the subsequent Policy of Insurance.

Any links to other Websites are provided by Old Mutual Insure as a service to the User. Any linked websites are not under the control of Old Mutual Insure. Consequently, Old Mutual Insure is not responsible for the contents of such linked Websites. Old Mutual Insure makes no representation or warranties as to the truth or accuracy of information found on such linked websites nor does Old Mutual Insure necessarily agree with, edit or sponsor the contents of such linked websites.

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Old Mutual Insure, its employees, agents, contractors or representatives shall not be liable for any loss or damage or liability of whatsoever nature from the use of or inability to utilise this Applet, its services or contents provided from the Applet or arising from any negligence, breach of contract, use of information or any other cause whatsoever. Use of the Applet and any actions arising therefrom shall be governed in all respects by the law of the Republic of South Africa. By using this Applet You consent to the jurisdiction of the Courts of South Africa in respect of all disputes.

Any monetary claims against Old Mutual Insure will only be in South African Rands. The Applet shall, where applicable, not be construed as an offer to do business but merely as an invitation to do such business.

If You choose to use the information displayed on this Applet to subscribe for or purchase any service or product from Old Mutual Insure, Your request to do so shall be regarded as an offer to do business with Us which offer in turn may, in Our sole discretion, be accepted or rejected. No acceptance of an offer from You to purchase a product or subscribe for a service will be valid and binding on us unless confirmed, in writing, by a duly authorised representative of Old Mutual Insure.

In the event of You sending or receiving communication from Old Mutual Insure, You consent to sending or receiving the communication in electronic form, and that such electronic communication, notices, disclosures, contracts satisfies all legal requirements, including but not limited to the requirement that such communication should be in writing, and in particular such communication complies with Section 12 of the Electronic Communications and Transaction Act 25 of 2002 ("the Act"). Moreover the terms and conditions set out in this document shall, where applicable, be deemed to form part of any communication in terms of Section 11 of the Act.

No framing of this Applet or any of its pages is permitted. The contents of these terms and conditions may at any time be altered without notice of such change.

3. OTHER AGREEMENTS

Use of the Services shall not vary or amend any aspect of Your relationship, or agreement or policy with Old Mutual Insure.

4. FULL DISCLOSURE

You warrant that all the information You provide to us via this Applet is true, accurate, current and correct and you undertake to update such information as and when required. You acknowledge that any untrue, inaccurate and/or misleading information supplied to Us via this website may lead to the cancellation or suspension of the relevant service(s) and/or product(s).

5. PRIVACY

Your privacy is important to Old Mutual Insure and all personal information that you submit to us via this Applet will be treated in accordance with our privacy policy ([Click here to view](#)).