

User agreement, general terms and conditions of use for Cast Wealth Planning CC website/s and app/s.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE OR APPLICATION.

A. General Terms and Conditions of Use

1. Definitions

1.1. In this user agreement, the terms below have the following meanings

1.1.1. "**Competent Person**" means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child under the age of 18 years, for example a parent or legal guardian.

1.1.2. "**Cast Wealth Planning CC App**" means any online application software that is provided by or is connected with Cast Wealth Planning CC that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

1.1.3. "**Cast Wealth Planning CC Group**" means Cast Wealth Planning CC and its affiliates and subsidiaries from time to time.

1.1.4. "**Pass**" means digital representation of information you would normally carry in your wallet, for example, membership cards, boarding passes, event tickets and vouchers.

1.1.5. "**personal information**" means information relating to you or any other living person or existing legal entity, including but not limited to -

- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

1.1.6. "**Site**" means collectively our website/s and the Cast Wealth Planning CC Apps.

1.1.7. "**we**", "**us**", "**our**" and "**Cast Wealth Planning CC**" means Cast Wealth Planning CC Limited and its subsidiaries and where relevant any funds or schemes managed by Cast Wealth Planning CC using this site.

1.1.8. "**website**" means the internet websites with the address www.castwealthplanning.co.za or any website with a URL that is validly registered to Cast Wealth Planning CC.

1.1.9. "**you**" and "**your**" means the user of the Site.

1.1.10. "**Processing of Information**" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.

2. Conditions of Access

2.1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this user agreement.

2.2. To avoid any confusion, you agree that these terms and conditions apply to your use of:

2.2.1. the website;

2.2.2. any Cast Wealth Planning CC Apps; and

2.2.3. 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 cell phone 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, SMS charges). Cast Wealth Planning CC cannot be held responsible for these charges.

3. Your Acceptance and Consent

3.1. 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.

3.2. When you install or download the Cast Wealth Planning CC Apps, you may be required to accept the terms and conditions or the end user license agreement (collectively, the "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 will apply to your use of the Cast Wealth Planning CC Apps.

3.3. You agree that this user agreement applies to any information accessed via the Site, and to all sections of the Site.

4. Changes to this User Agreement

4.1. We may change the terms and conditions of this user agreement at any time. We recommend that you familiarise yourself with this user agreement regularly.

4.2. The most updated version of this user agreement will apply each time that you access and use the Site.

5. Your account

5.1. 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 may revoke all access.

5.2. Once you've logged onto the Site, certain information, functionalities and other features of the Site will be accessible to you 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.

5.3. Cast Wealth Planning CC may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.

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

5.4.1. signing in as, or pretending to be, another person;

5.4.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others.

5.4.3. 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

5.4.4. gathering information about others without obtaining their prior written consent

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

5.6. You may change your username and password at any time, although Cast Wealth Planning CC 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 following such changes.

6. Full disclosure of all relevant facts and benefit entitlement

6.1. Cast Wealth Planning CC might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.

6.2. You guarantee that all information provided by you at any time to Cast Wealth Planning CC on or via the Site, will be true, not misleading, accurate, current and correct and you undertake to update the information as and when required.

6.3. You guarantee that you have fully disclosed all facts and agree that this user agreement and any transactions related to this user agreement will be void if you do not meet this requirement.

7. Digital communication and records

7.1. When you visit the Site or contact us digitally, you accept that we may communicate with you using various digital channels. All records that you send to us may be stored digitally and with third parties, although these third parties are bound by the strictest levels of confidentiality. These digital records shall be proof of the records, unless you can prove otherwise.

7.2. Any digital communication (for example, an e-mail, SMS, or WhatsApp) sent to you will be regarded to have been received by you upon being sent by Cast Wealth Planning CC. This includes but is not limited to mobile push notifications. You are responsible for providing, at your expense, any access to the internet and any required equipment for purposes of such digital communication.

7.3. If you are a registered user of the Site, you may receive communications from us digitally, including but not limited to email, SMS and WhatsApp. If you do not wish for us to communicate with you through a specific channel, you may change the way you receive your communication on the website.

7.4. Cast Wealth Planning CC takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology.

However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you digitally meet any legal requirement that the communications be in writing.

8. Copyright

8.1. 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 Cast Wealth Planning CC, 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 Cast Wealth Planning CC and is protected by South African and international copyright laws.

8.2. Except if permitted under this or another agreement with Cast Wealth Planning CC no portion of the Site may be copied or transmitted via any means available now or in the future.

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

8.4. You agree that if you breach the terms of this clause 8, Cast Wealth Planning CC will have the right to claim damages from you, which will include the right to claim special, incidental, consequential or indirect damages. Cast Wealth Planning CC 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

8.5. Nothing on the Site should be regarded as granting any licence or right to use any trademark without Cast Wealth Planning CC's prior written permission.

8.6. Cast Wealth Planning CC tries to ensure that the most sophisticated technology protects the information on the Site. However, Cast Wealth Planning CC 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.

9. Disclaimer

9.1. The Site and all information, content, tools and materials are provided by Cast Wealth Planning CC on an "as is" and "and available" basis, unless we inform you in writing.

9.2. Cast Wealth Planning CC 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.

9.3. Cast Wealth Planning CC does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the Cast Wealth Planning CC servers; or (iv) that any digital communications sent by us are free from viruses or other harmful components. Cast Wealth Planning CC 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.

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

9.4.1. 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 Cast Wealth Planning CC; or

9.4.2. any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

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

9.5.1. any of the events described in this paragraph or the paragraphs above

9.5.2. your actions or omissions that result in a breach of this user agreement;

9.5.3. 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;

9.5.4. 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 Cast Wealth Planning CC in disrepute; or

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

9.6. It is very important that you acknowledge and understand that the information included on the Site should not 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.

10. Indemnity

10.1. While Cast Wealth Planning CC 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.

10.2. You agree to fully indemnify Cast Wealth Planning CC, its directors, employees, and trustees (where applicable) against any claim, loss or damages which you may incur or suffer as a result of your use of the Site.

10.3. You agree to fully indemnify Cast Wealth Planning CC, 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, advisors 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.

10.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Site may change.

10.5. You agree that any calculations made on the Site, (including any relating to your health) are estimates and are meant as guidelines only.

10.6. Cast Wealth Planning CC is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.

10.7. All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.

10.8. You accept that some of the information, content, tools or materials on the Site come from external sources (including independent practitioners in the health and wellness industry), and you agree that Cast Wealth Planning CC is not responsible, and will not be held liable, for any information or content, received from these external sources.

11. Phishing and spoofing

11.1. If you receive an unsolicited communication that appears to be from Cast Wealth Planning CC 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 Cast Wealth Planning CC information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofers."

11.2. Cast Wealth Planning CC will never ask for this type of information, and we strongly recommend that you do not respond to these communications. Responding to "phishing" places you and your personal information at risk. Cast Wealth Planning CC cannot be responsible for any consequences resulting from your response to any communication sent by a "phisher" or a "spoofers".

12. Linking to third party websites and applications

12.1. The Site may contain certain images and links to other third-party websites and applications with information, content or material produced by other parties. These linked third-party websites are not under the control of Cast Wealth Planning CC and Cast Wealth Planning CC 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.

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

12.3. From time-to-time Cast Wealth Planning CC 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 Statement and widely accepted security standards and they will be accountable for any non-compliance.

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

13. Applicable law

13.1. 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.

14. General provisions

14.1. The headings of the clauses in this user agreement are provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.

14.2. 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.

14.3. No failure or delay by Cast Wealth Planning CC 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 notice regarding the use of this Site

This privacy notice is complementary to, and should be read and understood with, the general terms and conditions of the use set out in the section above.

For the detailed Cast Wealth Planning CC Group Privacy Statement that outlines the collection, use and sharing of personal information of our clients, members in the general course of business please refer to: [https://www.Cast Wealth Planning CC.co.za/corporate/privacy/](https://www.CastWealthPlanningCC.co.za/corporate/privacy/)

1. The general principles of this privacy notice

1.1. The purpose of this privacy notice is to set out how we collect, use, share and otherwise process your personal information when you use or interact with this Site.

1.2. When you engage with us digitally, you trust us with personal information about yourself, your dependants, your beneficiaries, and your employees (where relevant).

1.3. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to enable you to use this Site and to provide you with services such as activating and servicing your policy and benefits, where applicable.

2. How we collect your personal information

2.1. Whenever you use the Site, complete an online application form, contact Cast Wealth Planning CC digitally, or use one of the products, services or tools offered by Cast Wealth Planning CC on the Site, Cast Wealth Planning CC will collect your personal information.

2.2. We may have collected your information from other sources. If you share your personal information with any third parties, we will not be responsible for any loss suffered by you, your dependents, your beneficiaries, spouse or employees.

3. Collect, share and use personal information

3.1. You agree that we may process your personal information for all purposes that relate to the Site and the products, services, facilities, tools or utilities offered on the Site as

informative and successful as possible, it is necessary for Cast Wealth Planning CC to find out exactly what you need and want.

4. Location data

4.1. If you subscribe to or avail yourself of services on the Site that require your real-time location, you consent to us determining your real-time location when we provide those services to you. To determine your location, we will collect the GPS coordinates (latitude and longitude) of your device/s as well as information relating to your using on or more of the following, to improve the accuracy of your location:

4.1.1. IP address;

4.1.2. Sensor data from your devices; and

4.1.3. Cell phone towers and/or

4.1.4. Bluetooth-enabled devices near your device.

4.2. You agree that we may use your location data for services that you subscribe to or avail yourself of on the Site such as emergency services, finding a provider, ordering of medicine, or measuring your driving patterns to allocate rewards.

4.3. If you would no longer like us to collect location data, you may adjust your device settings. Note that this will prevent the provision of services that require your location, such as the ability to locate you in case of emergency.

5. Protection of your personal information

5.1. Cast Wealth Planning CC values the information that you choose to provide and will take appropriate, reasonable technical and organisational steps to protect your personal information from loss, misuse or unauthorised alteration.

5.2. When you use the products, services, facilities, tools or utilities provided by Cast Wealth Planning CC on the Site, you may be given an access number, username, password and/or personal identification number (PIN or OneTime PIN or OTP). 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. Personal information held by or disclosed by you or Cast Wealth Planning CC to a third party

6.1. Because Cast Wealth Planning CC 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 LinkedIn), Cast Wealth Planning CC 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.

6.2. Cast Wealth Planning CC may enter into arrangements with its partners and other third-party suppliers in order for them to provide services to you. Those arrangements may require us to disclose your personal information to them, whether in person or by means of an application or the Cast Wealth Planning CC Site.

7. Cookies, e-mail tracking pixels and online advertising

7.1. Cast Wealth Planning CC 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, Cast Wealth Planning CC 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.

By using the Cast Wealth Planning CC Site, you agree that we may place cookies on your electronic devices for the purposes set out in this privacy statement. The Cast Wealth Planning CC Site gives you the option to disable or delete cookies.

Note that session cookies are necessary for the operation of Cast Wealth Planning CC websites and cannot be disabled. If you prefer not to have non-essential cookies placed on your electronic device while using the Cast Wealth Planning CC Site, you can disable them by turning them off in your browser. However, this may affect the overall experience of access, navigation and use of the Cast Wealth Planning CC websites. When you disable cookies, no information is gathered from your device.

7.2. Cast Wealth Planning CC engages third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about Cast Wealth Planning CC 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.

7.3. Third party vendors, such as Google, Facebook, LinkedIn, show Cast Wealth Planning CC ads on sites on the internet.

7.4. Third party vendors, such as Google, Facebook, LinkedIn, use cookies to serve ads based on a user's prior visits to Cast Wealth Planning CC's website.

7.5. We make use of e-mail tracking pixels in certain instances to assist us in keeping you informed of Cast Wealth Planning CC products available to you.

7.6. Users may opt out of these social media sites' use of cookies and e-mail tracking pixels by visiting the respective site's advertising opt-out page and adjusting the advertisement settings.

8. Changes to this Privacy Statement

8.1. Cast Wealth Planning CC may amend this privacy statement at any time. We will give you notice of any material changes within a reasonable time, however, we recommend that you familiarise yourself with this privacy statement regularly.

8.2. The most updated version of this privacy statement will govern the respective rights and obligations between you and Cast Wealth Planning CC each time that you access and use the Site.

9. Which laws apply to this Privacy Statement

9.1. This privacy statement 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 statement.

10. Use personal information contrary to the privacy statement

If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. If you are not stratified after this process, you have the right to lodge a complaint with the Information Regulator, under the Protection of Personal Information Act.

The contact details are:

Postal Address:	The Information Regulator (South Africa) P.O Box 31533 Braamfontein, Johannesburg, 2017
Physical Address:	The Information Regulator (South Africa) JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
Telephone Number:	+27 (0) 10 023 5200

PAIA PAIAComplaints@infoeregulator.org
Complaints:

POPIA POPIAComplaints@infoeregulator.org.za
Complaints:

General enquiries@infoeregulator.org.za
enquiries
email:

Web site: <https://infoeregulator.org.za/>