

Terms & Conditions

USE OF INFORMATION

Echelon Private Client Insurance (Echelon) is a division of Santam Ltd. Any reference to Santam includes Echelon and any reference to the "Santam website" includes the Echelon website. By using the Echelon website these Terms of Use apply to you and you agree to comply with these Terms of Use. Please read these Terms of Use before using the Echelon website.

These Terms of Use may change from time to time so please ensure that you check these terms regularly as the terms displayed at the time that you use the website will govern your use of the website.

Privacy Policy

Santam Limited ("Santam") is committed to ensuring the privacy and integrity of information submitted by visitors to our web-site. All information of a personal nature submitted or provided by visitors will be treated confidentially and will not be disclosed to any person without express consent of the visitor concerned. However, disclosure or any information provided or submitted by a visitor may be made where such information is in the public domain or Santam is obliged in terms of any law, order of court, legal process or other lawful reason to disclose such information.

Personal information may be disclosed to Santam employees, suppliers and marketing agents where this information is necessary for them to evaluate and enhance the product and services offered on this web-site.

Santam may disclose certain personal information of visitors, such as names, physical, postal and e-mail addresses to affiliated service providers for purposes of distributing promotional materials, newsletters, surveys and questionnaires or other information or material but only if a visitor has specifically indicated its willingness to receive such materials or information.

Santam may provide third parties with general information that does not include particular personal information about visitors, such as their names and addresses, and which is intended to be used solely for compiling statistical or demographic information or otherwise abstract and non-personalised information.

Santam does not and cannot control the confidentiality, access to or dissemination of information which is retrieved through the use of "cookies" or information retrieved through the collecting and storing of IP addresses of visitors to this web-site.

A "cookie" is a computer file, which is transferred automatically from our web site to a visitor's computer during an online session, and which enables Santam, its sponsors and advertisers to

customise webpage content and to gather general information on the use and frequency of the visitor traffic.

An IP address is an address assigned to your computer or server identifying it when conducting Internet activity.

Santam does not support or encourage and will take all reasonable measures to ensure the prohibition and removal from this web-site of all material which is or is likely to be interpreted, in Santam's opinion, as libellous, harmful, threatening, abusive, defamatory, indecent, obscene or pornographic.

Copyrights and Trademarks

A visitor's access to this web-site, and the information contained on it, does not in any way convey or transfer any right in or to the intellectual property rights of Santam or its customers' data or information displayed or accessible from the web-site (including all text, layout, graphics, artworks, animation material and general representation of the web-site) or in any of the trademarks, copyright, designs, patents, domain names, know-how, confidential information, trade secrets or any other intellectual property rights which may vest in Santam or in the author, compiler, creator or licensor of such information.

All Santam's trademarks, logos, brands, domain names and other marks and intellectual property relating to this web-site, or any information contained or accessible from this web-site shall remain the sole and exclusive property of Santam and the relevant authors or licensors, and the visitor undertakes that he/she/it will not use, duplicate, distribute, disseminate, adapt, display, alter or otherwise deal with such intellectual property without Santam, the relevant licensor or author's prior written approval.

Copyright and all other intellectual property rights subsisting in any database/s maintained by Santam and relating to this web-site is owned by Santam or the relevant provider or supplier thereof.

A visitor may only use information retrieved, viewed, downloaded or otherwise obtained by viewing this web-site, for his/her/its own personal and non-commercial use and such information and/or data may not be sold, resold, transmitted or otherwise made available or disseminated in any manner via any media to any third parties unless the prior written consent of Santam has been obtained.

The visitor undertakes not to change or delete any proprietary notices contained in any material, data or information downloaded or otherwise retrieved from this web-site.

Under no circumstances may a visitor use, duplicate, distribute, reverse, engineer, disassemble, decompile, reproduce, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recording on or otherwise) any of the material, information or content viewed, downloaded or otherwise retrieved from this web-site without the prior written consent of Santam.

Disclaimer

While Santam will take all reasonable measures to ensure an efficient, uninterrupted and error-free service to all its online customers, neither Santam nor any of its employees, representatives or assigns will be liable to any online customer for any loss or damage of whatsoever nature caused by or attributable to any:

1. fact or circumstance beyond the reasonable control of Santam, including the breakdown or interruption in the services provided by external service providers and the unavailability or defective performance of any software or any of the services available on or from this web-site;
2. breach of privacy, security or confidentiality or any infringement of intellectual property rights by any person or entity;
3. loss, damage, destruction, theft, contamination or corruption of any data, information or content accessible from or available on this web-site;
4. reliance on, publication or use of any information or data contained on or accessible from this web-site including information and data contained in advertising banners, third party software, pop-up windows, buttons, intermercials, hypertext links and advertising sponsorships;
5. failure by a visitor or online customers to maintain the confidentiality of their personal username and password, or the disclosure of personal usernames and/or passwords to any person or entity;
6. hacking, infection by viruses, Trojan horses, or any other computer programming routines or software that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any software programme, system, data or personal information;
7. failure to adhere to the provisions of any terms and conditions governing the use and access to the services and facilities offered from time to time on this web-site;
8. any lawful act or omission by Santam, its representatives and service providers in respect of or relating to the maintenance and support of this web-site and any supporting software or otherwise in the interests of protecting Santam's proprietary rights or the privacy and confidentiality of visitors and online customers and their personal information;
9. and consequential or indirect loss or damage whether foreseeable or otherwise.

E-mail disclaimer

E-mails sent by Santam contains privileged or confidential information and may be subject to legal privilege. E-mails and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. Access to e-mails by anyone other than the intended individual or entity is therefore strictly prohibited. If an e-mail is received in error please notify Santam immediately. If you are not the named addressee you should not disseminate, distribute, copy or in any other way deal with such e-mail. Please delete such e-mail from your system immediately. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

SMS Terms of Use (SMS includes, but is not limited to, messages sent via the internet on platforms such as WhatsApp or similar)

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

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

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

a) Privacy policy

Your privacy is important to us.

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

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

b) Disclaimer

Santam will in no event be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMS's.

Santam won't be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.

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

c) Applicable law

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

d) Intellectual property rights

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

e) Breach

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

f) Indemnity

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

Presumption and Indemnity Clause

The user of this site hereby indemnifies and holds Santam harmless against all and any loss, liability, action, law suits, proceedings, costs, demands, and damages of all and every kind, (including but not limited to, direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services offered on this website, or in the use of these services offered, information and / or images available on this web-site, whether due to Santam's negligence or not.

Due to the lack of personal contact in online communication and transactions, Santam relies exclusively on the correctness and accuracy of information submitted and the good faith of its online customers. Failure to provide honest, accurate and complete disclosure may lead to the annulment of policies.

Online customers must keep confidential their personal usernames and passwords, at all times. Santam shall be entitled to presume the authenticity and validity of any online communication or transaction and that the online customer is the originator of such online communication or transaction where the username and password of that online customer is used to gain access to, view and/or engage in any activity or transaction or service offered on this web-site.

The online customer hereby indemnifies Santam, its employees, representatives and service providers and holds them harmless against any and all claims, losses and damages which Santam or any third party may incur as a result of reliance placed on any information, data and material furnished by a prospective policyholder or policyholder to Santam.

Termination and Variation

Santam reserves the right to alter, restrict and / or terminate the services on its website to the user in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on this website and be deemed to have been accepted by the user if the user continues using the website. The obligation therefore will be on the user of this website to review these terms and conditions at regular intervals.

No warranties

While Santam will take care to provide accurate information on the Santam website, the information displayed on the Santam website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, Santam does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the Santam website are for your personal and non-commercial use only. You may not -

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have Santam's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage Santam's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any Santam server (computer), or network connected to any Santam server, or interfere with any other party's use of the Santam website;
- Interfere with any content displayed on the Santam website or attempt or gain unauthorised access (without Santam's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Santam server or any other part of the Santam information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Santam website or to gain access to information or any part of the Santam information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- Create a link from another website to the Santam website, or any of the web pages which constitute the Santam website, without Santam's prior written consent;
- Frame the website or any of its pages without Santam's prior written consent.

Electronic transactions, communications, and records

When you communicate with Santam by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by Santam. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by Santam satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to Santam acting on the information communicated to Santam electronically. You are responsible to ensure that Santam has received the information communicated electronically.

You acknowledge and consent that Santam, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by Santam will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication (including but not limited to Sms's messages sent via data for example Whatsapp) sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of Santam.

User ID and password

If you subscribe to a service or product provided on the Santam or Echelon website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for –

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying Santam immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by Santam or a third party due to someone other than you using your user id and/or password.

Mobile access and use

You may access the Santam website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the Santam website.

General

These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and the user of this website will submit to the jurisdiction of the South African courts.

Santam's failure to exercise any particular right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

Cookie policy

Santam engages third parties that help it deliver its banner advertisements and other online communications. The third parties may collect and use information about Santam customers to help us understand the offers, promotions, and types of advertising that are most appealing to its customers.

The personal information they collect is aggregated and cannot be linked to a person. If you do not wish your personal information to be used in this way, please notify us. Third party vendors, including Google and DoubleClick, show Santam's ads on sites on the internet. Third party vendors, including Google and DoubleClick, use cookies to serve ads based on a user's prior visits to Santam's website