

# YULIFE APP USER TERMS

---

**Last updated: May 2023**

All clauses in these Terms displayed in **BOLD** are provisions which limit the risk or liability of YuLife and constitute an assumption of risk or liability by you, impose an obligation on you to indemnify YuLife or is an acknowledgement of a fact by you. Please read these clauses carefully before agreeing to these Terms.

## 1. IMPORTANT DEFINITIONS

- 1.1. **"Personal Information"** means all personal information about a User as defined in POPIA;
- 1.2. **"POPIA"** means the Protection of Personal Information Act 4 of 2013;
- 1.3. **"Rewards"** mean the goods and services offered by Reward Partners under the Rewards Program;
- 1.4. **"Reward Partners"** means third party suppliers of products or services with whom we have contracted to take part in the Rewards Program and may include suppliers offering benefits, products or services which can be paid using YuCoin;
- 1.5. **"Rewards Program"** means the ability of Users who actively engage with the YuLife App to earn YuCoin in accordance with YuLife's Rewards Policy available on the YuLife Website, which may be redeemed for the goods and services of Reward Partners and/or other rewards or benefits offered as part of the Wellbeing Hub;
- 1.6. **"Terms"** means these terms in this legally binding agreement that regulate your use of the YuLife App and our relationship with you;
- 1.7. **"User"** and **"you"** means the person accessing or making use of the YuLife App;
- 1.8. **"Wellbeing Hub"** means the part of the YuLife App indicated as such, which provides wellbeing initiatives to Users;
- 1.9. **"YuCoin"** means the denomination of a User's entitlement to redeem Rewards as part of the Rewards Program;
- 1.10. **"YuLife", "us" and "we"** means YuLife Holdings (Pty) Ltd (company registration number 2022/518570/07), a private company incorporated in terms of the laws of the Republic of South Africa, with its physical address at 20 Benguela II, 18 Benguela Avenue, Johannesburg, Gauteng 2169; email: [legal-sa@yulife.com](mailto:legal-sa@yulife.com);
- 1.11. **"YuLife App"** means the mobile application downloaded and used by Users in connection with YuLife and the Rewards Program;

1.12. “**YuLife Website**” means [www.yulife.com/za](http://www.yulife.com/za), including all sub-domains.

## **2. APPLICATION OF THESE TERMS**

2.1. These Terms will apply when you use the YuLife App. Please read these Terms carefully and make sure you understand them before you use the YuLife App. You will be required to accept these Terms when downloading the YuLife App.

2.2. We reserve the right to refuse any use of the YuLife App without notice or reason.

2.3. These Terms, as updated from time to time, apply for as long as you use the YuLife App, which includes the period until any disputes between us arising from your use of the YuLife App have been settled.

2.4. We may change or add to these Terms, change or disable or offer new features on the YuLife App from time to time, at our discretion. We will notify you of material changes.

2.5. For continued use of the YuLife App after notification of material changes, we may request that you accept new or amended versions of these Terms. If you disagree with the changes made, you must stop using our YuLife App. If you continue to use the YuLife App after we have notified you of any changes, you agree to be bound to the changes.

## **3. OTHER APPLICABLE TERMS**

3.1. Using the YuLife App will be regulated by these Terms as well as any other terms that are available on the Website, such terms to include our privacy policy, cookie policy and rewards policy, and the terms and conditions imposed by any Reward Partner.

3.2. The ways in which you can use the YuLife App may also be controlled by the Apple App Store’s or Google Play Store’s rules and policies (as applicable).

## **4. YOUR ACCOUNT AND INFORMATION**

4.1. To use the YuLife App, you must create an account by providing certain Personal Information to us. This Personal Information may include, but is not limited to, your name, email address, details of your ID documentation and cellphone number.

4.2. By creating an account, you acknowledge and agree that all information provided to YuLife, is your own and is updated and correct.

4.3. You are solely responsible to keep your account access information – username and password – safe. If anyone enters your account access information (whether that be you, or anyone else), we assume that the person using the YuLife App is you. **YuLife will not be liable for any damages suffered or losses incurred from the unauthorised use of your account.**

4.4. You may not share your account with other people or Users. Only you may use your account to access the YuLife App and the benefits of the Rewards Program and you may only use the YuLife App for your own personal purposes. **You may not sub-license or commercially exploit your account or the YuLife App.**

4.5. It is in your interests to familiarise yourself with our security requirements, guidelines and procedures as we communicate from time to time and follow these carefully. You must inform us immediately if there has been, or if you suspect, any breach of security, confidentiality or of your account, and the update your account access information.

## 5. **OUR APP AND SERVICES**

5.1. The functions offered by the YuLife App to User include, but are not limited to, the following:

5.1.1. accessing information made available by YuLife, including information about any insurance policies held by the User and the Rewards Program; and

5.1.2. accessing the Rewards Program.

5.2. You may only use the YuLife App if you are 18 (eighteen) years and older at the time of agreeing to these Terms. In terms of South African law, any persons under the age of 18 (eighteen) years require the consent or assistance of a parent or guardian to legally enter into a reciprocal agreement. Any User who is not at least 18 (eighteen) years old therefore requires the consent or assistance of a parent or guardian to use the YuLife App.

5.3. **YuLife accepts no responsibility for invalid consent being provided by a User.**

## 6. **USING THE APP**

6.1. Reward Partners

6.1.1. Reward Partners may display certain information and offers relating to their goods and services as part of the Rewards Program through the YuLife App, or the YuLife App may include a link to a Reward Partner's website with information about their offers.

6.1.2. These Reward Partners may also make promotional offers available to Users from time to time through the YuLife App. To make use of any promotional offers, Users must redeem the offers through the YuLife App.

6.1.3. **YuLife is not a party to any agreement entered into between a User and a Reward Partner and disclaims all liability for any losses of any nature that a User may suffer as a result of such agreement with a Reward Partner.**

6.2. Redeeming YuCoin

6.2.1. If you redeem YuCoin in exchange for a Reward, an amount of YuCoin corresponding to the Reward Partner's offer will be debited from your YuCoin account.

**6.2.2.** Where you have insufficient YuCoin to redeem against a given Reward, you will need to pay the balance through your own chosen payment mechanism or you may be unable to claim the chosen Reward. **YuLife is not a party to any transaction between you and a Reward Partner and will not be liable for any loss or damage you may suffer as a result of such transaction.**

## **7. FEES**

7.1. Using the YuLife App is usually free although we may in the future charge fees (or add features or functions) at any time, at our sole discretion. In this scenario, we will notify you of such change to the Terms and you may stop using the YuLife App if you don't agree to pay the fees.

7.2. Users will be liable for data costs to access and use the YuLife App, etc., but these amounts are not charged by YuLife.

## **8. CANCELLATION AND SUSPENSION**

8.1. If you breach these Terms, we may in our discretion cancel or suspend your account or access to or use of the YuLife App in our sole discretion and without any liability. Suspension may be without notice, and pending your rectification of breach in circumstances where the breach can be rectified.

8.2. You may stop using the YuLife App at any time at your discretion by deleting any version of the YuLife App.

8.3. We may stop providing the YuLife App at any time in our discretion.

8.4. Importantly, all our rights in respect of the confidentiality undertakings and our limitation of liability as set out below will survive the termination of these Terms.

8.5. Upon termination of these Terms:

8.5.1. you must make all reasonable efforts to delete all versions of the YuLife App held by you in any format whatsoever;

8.5.2. you must immediately stop using the YuLife App; and

8.5.3. we will delete your account and you will no longer be able to access the YuLife App, but we will retain your Personal Information generated as a result of the YuLife App for a reasonable period in line with applicable data protection laws.

## **9. ACCEPTABLE USE POLICY**

9.1. The YuLife App is made available for the personal, non-commercial use of the User only and Users may not use the YuLife App for any commercial purpose whatsoever, unless expressly authorised by these Terms or the terms of the Rewards Policy.

9.2. Some devices may not support the use of the YuLife App. You are responsible for keeping your device(s) updated and/or in a condition for them to support the YuLife App, including internet access capabilities and using the most recent version of the YuLife App as updated from time to time.

9.3. You must respect the YuLife App and our intellectual property and the intellectual property of Reward Partners in utmost good faith and use it only as we intend it to be used. If you use the YuLife App in a way that violates this undertaking, we may terminate your use of the YuLife App.

9.4. We will be the sole judge of what constitutes a violation of your undertaking to use the YuLife App, but the below examples will likely constitute a violation:

9.4.1. copying or distributing any of the content on the YuLife App without our explicit consent to do so;

9.4.2. providing any untrue or incorrect information to us;

9.4.3. impersonating any person or entity, including another user or third party associated with the Rewards Program;

9.4.4. changing, modifying, copying, decompiling, circumventing, disabling, tampering with or any part of the YuLife App, including the security features or reverse engineering the YuLife App;

9.4.5. infecting the YuLife App with any software, malware or code that may infect, damage, delay or impede the operation of the YuLife App or which may intercept, alter or interfere with any data generated by or received through the YuLife App;

9.4.6. using malicious search technology, including, but not limited to, spiders and crawlers;

9.4.7. deep linking to any pages of the YuLife App or engaging in any other conduct in a way to suggest that you are the owner of any intellectual property in the YuLife App;

9.4.8. allowing any third party to use your account in any manner other than as permitted by these Terms; or

9.4.9. posting any material which, in our discretion, is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws.

## **10. ELECTRONIC MESSAGES AND COMMUNICATION**

10.1. We will primarily use email and electronic notices on the YuLife App to communicate with you about the YuLife App or these Terms. Some of our Reward Partners may use other communication methods and you should check carefully before agreeing to any Reward Partner's terms.

**Please note that by accepting these Terms and using the YuLife App, you acknowledge that we may use your personal contact information provided by you for communicating with you *via* electronic messages and communication in terms of applicable data protection laws, including POPIA. This includes us sending you direct marketing communications. You can opt-out from receiving further direct marketing messages at any point in time.**

**11. THIRD PARTY SITES**

In addition to providing hyperlinks to Reward Partners' websites or apps, we may also, for your convenience, include hyperlinks or any advertisement of any other third parties offering goods or services to customers in general. We do not endorse the websites or apps, their products, business or security practices or any association with its operators. You access and use any third-party websites, apps, products, services, and/or business, solely at your own risk. Your use of a Reward Partner's or other third party's website is also at your own risk and subject to their terms.

**12. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge and agree that all right, title and interest in, and to, any of our intellectual property (including but not limited to any copyright, trademark, design, logo, process, practice, or methodology which forms part of, or is displayed or used in the YuLife App including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital downloads, data compilations, page headers and software) is proprietary to us or the respective owner(s) and will remain our or the owner's property at all times. You agree that you will not acquire any rights of any nature in respect of that intellectual property by using the YuLife App.

**13. PRIVACY**

13.1. We are committed to taking steps to protect your privacy when you use our YuLife App. We implement business practices that comply with all relevant legislation, including POPIA, and process Personal Information in terms of POPIA and our privacy policy available at [www.yulife.com/za](http://www.yulife.com/za)

13.2. By agreeing to these Terms and using the YuLife App, you acknowledge that we process your Personal Information for purposes of these Terms and as set out in our privacy policy, including processing for marketing purposes and cross border sharing of personal information.

## **14. WARRANTIES AND REPRESENTATIONS**

**Subject to applicable laws:**

**14.1. we give no guarantee of any kind concerning the content or quality of the YuLife App;**

**14.2. we do not give any warranty (express or implied) or make any representation that the YuLife App will operate error free or without interruption or that we will correct any errors or that the content is complete, accurate, up to date, or fit for a particular purpose; and**

**14.3. we make no representations to you, either express or implied, and we will have no liability or responsibility for the proper performance of the YuLife App and/or the information, images or audio contained on the YuLife App or offered by any Reward Partners as part of the Rewards Program accessed through the YuLife App. The YuLife App and the Rewards Program are used at your own risk.**

**14.4. You warrant to and in favour of us that:**

**14.4.1. you have the legal capacity to agree to and be bound by these Terms; and**

**14.4.2. these Terms constitute a contract valid and binding on you and enforceable against you.**

**14.5. Each of the warranties given by you will:**

**14.5.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in these Terms;**

**14.5.2. continue and remain in force irrespective of whether these Terms are active, suspended or cancelled; and**

**14.5.3. be deemed material.**

## **15. LIMITED LIABILITIES**

**15.1. To be clear:**

**15.1.1. we will not be liable for any loss arising from you using the YuLife App or any reliance on the information presented on the YuLife App;**

**15.1.2. we will not be liable to you for any loss or harm that you may suffer as a result of redeeming or using any Rewards through the Rewards Program;**

- 15.1.3. we will not be liable to you for any loss caused by using YuLife App, your liability to any third party arising from those subjects. This includes but is not limited to:**
- 15.1.3.1. any claims that you have against any third party supplier for any reason whatsoever;**
  - 15.1.3.2. any interruption, malfunction, downtime, off-line situation or other failure of the YuLife App, system, databases or any of its components;**
  - 15.1.3.3. any loss or damage regarding your data or other data directly or indirectly caused by malfunction of the YuLife App; and**
  - 15.1.3.4. any third-party systems whatsoever, power failures, unlawful access to or theft of data, computer viruses or destructive code on the YuLife App, or third-party systems or programming defects;**
- 15.1.4. we will not be liable if the YuLife App is not free from infection, viruses and/or other code that has contaminating or destructive properties;**
- 15.1.5. the YuLife App and websites of Reward Partners may include inaccuracies or typos – in such instances we can't be held liable and can't be forced to comply with offers that are genuinely erroneous;**
- 15.1.6. we are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself nor for any delay in its delivery or receipt. Reasonable security measures have been implemented to assist with the safety and integrity of the YuLife App. However, despite this, information that is transmitted over the internet may be susceptible to unlawful access and monitoring; and**
- 15.1.7. finally, our limited liability applies to all and any kind of loss which we can possibly contract out of under law, including direct, indirect, consequential, special or other kinds of losses or claims which you may suffer.**

## **16. INDEMNITY**

**You indemnify, defend and hold YuLife (including our shareholders, directors and employees) harmless from any damages, losses, liabilities and costs (including, but**



**not limited to, reasonable attorneys' fees) related to any third party claims, charges or investigations caused by your breach of these Terms or applicable laws.**

## **17. FORCE MAJEURE**

YuLife will not be responsible for any failure or delay to perform or comply with our obligations in these Terms where the delay or failure is due to any cause beyond YuLife's reasonable control.

## **18. LEGAL DISCLOSURE**

18.1. **Website and YuLife App owner:** YuLife Holdings (Pty) Ltd, company registration number 2022/518570/07.

18.2. **Legal status:** YuLife is a private company, duly incorporated in terms of the applicable laws of the Republic of South Africa.

18.3. **Directors:** Jaco Oosthuizen and Samuel Fromson.

18.4. **Description of main business of Yu Life:** YuLife is a digital life insurance provider, also offering a rewards program which transforms traditional benefits into life-enhancing experiences. The YuLife App uses behavioural science and game mechanics to reward people for living well and provides direct access to virtual GP's and mental health support. YuLife SA (Pty) Ltd is an authorised financial services provider (FSP No 52478). Insurance is underwritten by Guardrisk Life Limited, an authorised financial services provider (FSP No 76) and a licenced life insurer.

18.5. **Email address:** [legal-sa@yulife.com](mailto:legal-sa@yulife.com);

18.6. **Website address:** [www.yulife.com/za](http://www.yulife.com/za);

18.7. **Address:** 20 Benguela II, 18 Benguela Avenue, Johannesburg, Gauteng, 2169.

## **19. GENERAL**

19.1. **Suspension of the YuLife App or Website:** we may temporarily suspend the YuLife App or Website for any reason, including if we repair or upgrade the YuLife App or other systems. YuLife will take reasonable efforts to notify Users of such suspensions in advance.

19.2. **Entire agreement:** these Terms are the whole agreement between the parties relating to the subject matter of these Terms and takes priority over any other discussions, agreements and/or understandings regarding the subject matter of these Terms.

19.3. **Confidentiality:** no party may disclose any confidential information to any third party without the prior written approval of the other party, unless required by law.

- 19.4. **Law and jurisdiction:** the laws of the Republic of South Africa govern and regulate the interpretation and application of these Terms. Each party submits to the jurisdiction of the South African courts.
- 19.5. **Breach:** if you breach any material provision or term of these Terms and fail to remedy such breach if capable of being remedied within 5 (five) calendar days of receipt of written notice requiring it to do so then we may without notice, and in addition to any other remedy available at law or under these Terms (including obtaining an interdict), cancel these Terms or claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to our right to claim damages. We may suspend access to the YuLife App pending rectification of breach notified to you.
- 19.6. **No waiver:** if we do not insist on or enforce strict performance by the User of any provision of these Terms when we are entitled, or do not exercise any right under these Terms, it does not mean that we have waived our rights to enforce any provision or right at a later stage.
- 19.7. **No representation:** to the extent permissible by law, no party will be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 19.8. **Severability:** any provision in these Terms which is illegal, invalid or unenforceable will be ineffective to the extent of such prohibition or unenforceability and will be severed from these Terms without invalidating the remaining provisions of these Terms.
- 19.9. **Notices:**
- 19.9.1. YuLife selects 8 Silvermist Estate, Silvermist Close Vierlanden, Durbanville 7550
- 19.9.2. as its physical address and [legal-sa@yulife.com](mailto:legal-sa@yulife.com) as its email address for the service of all formal notices and legal processes in connection with these Terms, which may be updated from time to time by updating these Terms.
- 19.9.3. You select the email address in your account as your address for service of all formal notices and legal processes in connection with these Terms.
- 19.9.4. Service *via* email will be accepted in all cases where notice is required unless alternative service is required by law. Service *via* email is deemed to be received at the time and day of sending.