



Terms and Conditions

1. Entering into the Agreement

- 1.1 You have agreed to let us provide you with the Services, on certain terms and conditions. This document records the additional terms and conditions of the supply of the Services to you.
- 1.2 The terms and conditions agreed during the above mentioned telephone conversation and the terms and conditions recorded in this document constitute the entire agreement regarding the provision of the Services to you.
- 1.3 We have defined some of the words which have particular meanings in clause 12 of the Agreement.
- 1.4 **If there are any words or terms and conditions which you have difficulty understanding, please contact our customer service department at support@accidentcure.co.za and we will contact and assist you.**
- 1.5 We may from time to time amend these terms and conditions. Should we do so, we will notify you.

2. Duration and Termination

- 2.1 We will provide you with the Services from the conclusion of the Agreement, until such time as the Agreement is terminated by you (or us).
- 2.2 Either you or us may, for any reason, terminate the Agreement by giving each other 20 Business Days' written notice. Any notice by you to terminate the Agreement must be sent to support@accidentcure.co.za.
- 2.3 If you terminate the Agreement we will have the right to keep any money paid by you in advance, but subject to restrictions applied by law.

3. The Services

- 3.1 We will take all reasonable steps within our control to provide you with the Services.
- 3.2 The Services can only be accessed via an internet connection.
- 3.3 **We cannot always guarantee that the Services will be fault-free. The Services can be affected by factors outside of our control; including, amongst other things, inclement weather, power outages, your and our internet connectivity, faults experienced by our respective internet service providers and the like.**
- 3.4 The upgrading and maintenance of the Website may result in interruptions or unavailability of the Services from time to time. Where possible, we will advise you of this in advance.
- 3.5 Further exceptions, circumstances relating to the services where benefits or discounts may be limited or excluded are set out in Annexure A of this agreement.

4. Payment for the Services

- 4.1 You shall pay all amounts due under this Agreement by way of a monthly debit order.
- 4.2 You have authorised us to collect payment for the Services by way of a monthly debit order on a date nominated by you. **In the event that a monthly debit order fails, for any reason, we will debit your account on any other date for that month's subscription. For this purpose, we are entitled to use lawful means to monitor your banking account in order to assess the most appropriate time to execute the monthly debit order.**
- 4.3 You cannot cancel your monthly debit order without our prior written consent.
- 4.4 If the date of your debit order falls on a Sunday or public holiday, you agree that your debit order will go off on the last Business Day before the Sunday or public holiday.
- 4.5 Your debit order date will be aligned with your salary date to account for seasonal or economic changes.



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5. Changes in price

We may change the price which you pay for the Services from time to time. In particular (but without limitation), we will increase the price by a reasonable margin on an annual basis. If you want to receive particular notice of such increase, you need to tell us so in writing. Should you not find an increase acceptable, you may cancel this Agreement on 20 Business Days' notice

6. Failure to pay for the Services

If you do not pay for the Services in full and on time, via the debit order, or any other payment method, you will be in breach of the Agreement and we may cease providing you with the Services, and can implement the provisions of clause 10.

7. Complaints

7.1 We have a complaints department which is used to resolve disputes when they first arise. If you have a complaint, please contact the customer service department at support@accidentcure.co.za.

8. Information and disclosure

8.1 In entering into the Agreement with you and providing the Services to you, we will come into possession of information pertaining to you. Insofar as it is permissible in law, and save for your banking details, we will hold that information as our own and will be entitled to disclose it to such third parties as we deem appropriate.

8.2 You warrant and guarantee that all information supplied to us is true and correct.

8.3 Should your address, or any other information which you have given to us, change you must inform us of the change immediately in writing to support@accidentcure.co.za.

9. Indemnity and waiver

9.1 The Services which we provide will in some cases constitute the introduction by us to you of Service Providers, who will provide services to you in their own capacity as your contractor (even though in terms of the Services, we might fund a particular element of the cost of the Service Provider). In these cases, the Service Provider will be your contractor (even though we might fund an element of the cost) and in terms of the Services, we will not be responsible for any disputes, damages, losses or claims arising from or related to such introductions.

9.2 You indemnify us, our employees and agents against any claim, loss or damage which you or anyone else may suffer arising directly or indirectly from the Agreement, the accessing of the Website and the provision of the Services.

9.3 To the extent permitted by law, we exclude and you waive all liability against us, our employees and agents, for any direct, indirect or consequential loss, costs, expenses or damage incurred by you or anyone else, whether in common law, in terms of statute or otherwise arising directly or indirectly from the Agreement, the accessing of the Website and the provision of the Services, save for instances of gross negligence on our part.

10. Breach

10.1 In the event that you breach the Agreement we have the right to:

10.1.1 enforce the Agreement; or

10.1.2 terminate the Agreement.



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11. General

- 11.1 Notwithstanding anything to the contrary, a written notice actually received by you will be adequate written notice.
- 11.2 You acknowledge that in entering into this Agreement, you have not relied on any promises, representations or other statements made by us or on our behalf.
- 11.3 If you are under the age of 18 years you warrant that you have the assistance of a parent or guardian in entering into the Agreement.
- 11.4 If any term or condition is found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of this Agreement, which will remain effective.
- 11.5 If the Agreement arose through direct marketing you may terminate the Agreement, in writing, within 5 Business Days' after the date on which the Agreement was concluded.

12. Definitions.

- 12.1 **"the Agreement"** means the terms and conditions agreed to by you and us during the course of a telephone conversation between you and us (or our direct marketing agents) and the terms and conditions recorded in this document;
- 12.2 **"Business Days"** means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;
- 12.3 **"the Services"** means the value added service which we call Accident Cure, which gives you the discounts and benefits, to which we referred during our telephone conversation, and which are more fully described on our Website at www.accidentcure.co.za.
- 12.4 **"Service Provider"** means any third party who is a supplier of any benefit or discount to you under or in terms of the Services;
- 12.5 **"we", "us" and "our"** mean Accident Cure, the proprietor of which is Ignition Telecoms Investments (PTY) Ltd, its affiliates, subsidiaries or its successors-in-title;
- 12.6 **"Website"** means www.accidentcure.co.za.
- 12.7 **"you" and/or "your"** means you the customer who applies for and receives the Services.

IMPORTANT: The clauses printed in bold relate to issues which may pose some risk for you or which may limit our liability or which you may not ordinarily expect. Please pay special attention to these clauses. By entering into the Agreement you, in addition to accepting all the terms of the Agreement, also specifically signify that you understand the bold clauses and accept them.

ANNEXURE A

Pothole Protection

- Service is limited to irreparable tyre damage and damage to the vehicle as a result of a pothole or road works on a road within the borders of the Republic of South Africa.
- Accident Cure will help only in respect of vehicles owned by you as captured on our system;
- No service will be provided:
 - o if you have already claimed or are in the process of claiming for the damage from your Insurance Company, in these cases we will only recover the excess portion of your claim;



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- o if the incident is not reported to us within 5 (five) working days of the incident;
- Where the assessor does not substantiate the merits of the case, if you do not agree, or there is material conflict between your assessment and that of the assessor, then the case will be referred to the Accident Cure Advisory Panel. The decision of the Accident Cure Advisory Panel will be final and binding on all the parties. The Accident Cure Advisory Panel will consist of an admitted attorney as well as a tyre expert from a leading tyre retailer. Accident Cure will not be responsible for any costs incurred in referring your case to the Panel.
- Any costs incurred from you being approached by an outside party, without written consent from Accident Cure, will not be covered.
- You are at all times free to get outside second opinions but the costs of these will not be borne by Road Cure or Accident Cure, unless same have been prior approved in writing.
- Your membership must be fully paid up at the time of the incident.
- At the time of the incident you must comply with all the legal and regulatory requirements of the Roads Acts of South Africa and other such relevant legislation.
- Road Cure and Accident Cure do not guarantee recovery from the relevant roads agency.

Accident Protection

- We will limit our services where our legal practitioner does not substantiate the merits of the case. If this is in conflict with the view of the member or there is a material conflict between the member's assessment and our legal practitioner's assessment, the case will be referred to the Accident Cure advisory panel (which will consist of the Accident Cure legal advisor as well as 2 external independent legal advisors) for review. The costs of this review process will be for the member's own account.
- The member is at all times free to get outside second opinions but the cost of these will not be borne by Accident Cure unless approved in writing. The member is not obliged to use the services of Accident Cure in the event of which Road Cure or Accident Cure will not be liable for any costs incurred by these parties.
- The Accident Cure service is only available for accident that occur in the RSA. The member must be fully paid- up and eligible for its services at the time of the motor accident.
- At the time of the accident the member must comply with all the legal and regulatory matters required by the Acts governing the RAF. Accident Cure and Road Cure do not guarantee performance from the RAF.

Important Considerations

- If the identity of the offending driver or owner is known, the claim must be lodged within 3 years from the date on which the claim arose. If the identity of the offending driver or owner is unknown, the claim must be lodged within 2 years from the date on which the claim arose.
- Property damage cannot be claimed from the RAF.
- An accident must be reported to the police by the driver/owner.
- Compensation will be reduced in relation to claimant's own negligence.
- Compensation received from the Compensation Commissioner in a case where a person is injured on duty, is deductible.
- The RAF may require a person to submit to investigations and medical examinations.
- A claim may be excluded in a case where a claimant unreasonably refuses or fails to cooperate with the RAF in the course of its investigation.
- The Accident Cure offering is complimentary to other insurance products and should be considered in conjunction with having vehicle insurance, accident insurance, travel insurance, life insurance and Disability insurance.