



# Terms & Conditions

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Myprotector financial, estate and heritage planning platform

The following terms are to form part of the terms of your policy cover and plan agreement and will also form part of the terms of any payment collection agreement.

**Terms and Conditions**  
**for members contracting with this product and its services.**

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**Used on any Life Assurance policy**

1. These terms and conditions are to be read with the information as displayed on the South African web-site portal of the Myprotector.net site and on the official marketing material at the time when this application is made, the combination of which constitutes the whole agreement between the parties.
2. Myprotector Group (Pty) Ltd will provide the services as elected by the member on the web-site subject to the provisions thereof and at the contributions reflected.
3. Myprotector Group (Pty) Ltd retains the right to amend its contribution structure and/or add, revise, amend, change, suspend and/or close down any of its programmes and/or services in its sole discretion but will honour existing members and their benefits and services unless uncontrollable circumstances arise that result in this being changed. Myprotector Group (Pty) Ltd will give the member 30 (thirty) days notice on the web-site of any such amendment and/or alteration in the contribution structure and/or any of the other issues raised in this paragraph.
4. The fees reflected of the website will not increase for the life of the client but adjustments or re-entry will change this value as mentioned in clause 7 below. The members or policyholders will ensure that all payments and/or subscription fees are effected timeously and without any deductions whatsoever, all personal information given to Myprotector Group (Pty) Ltd is correct and is kept up to date and will ensure that Myprotector Group (Pty) Ltd is in possession of all documents that will be required after death through the benefits.
5. Myprotector Group (Pty) Ltd does not accept any responsibility for the accuracy of the information submitted by the member. Myprotector Group (Pty) Ltd will under no circumstances be obliged to verify the validity of the information supplied by the member. It is the member's duty to keep Myprotector Group (Pty) Ltd informed on the web-site of any change of address, contact details and to keep the information pertaining to the nominated contact person and next of kin up to date, as well as any other required information required through a weekly guides.
6. In the event that the member's information, documents, audiotapes and/or video(s) are lost, destroyed, and/or damaged in any way, whether due to any act and/or omission and/or alleged negligence of Myprotector Group (Pty) Ltd, it is agreed that Myprotector Group (Pty) Ltd cannot be held liable for any damages suffered by the member and/or any other person as a result thereof. Notwithstanding the aforesaid, Myprotector Group (Pty) Ltd will at all times apply its best endeavours to ensure that the aforesaid situation does not arise.
7. In the event that the member fails to make any payment due or fails to comply with his/her obligations in terms of clauses 4 and / or 5 of this agreement, Myprotector Group (Pty) Ltd will be entitled to suspend all services rendered to the member immediately and without notice until such time as the member has fully complied with all his/her obligations. Any failure by the member to rectify any breach of the agreement will entitle Myprotector Group (Pty) Ltd to cancel the agreement summarily and without notice. Non-payment will result in suspension of services and upon the death of this member, a dossier of available information will be made available to their nominated person for a fee which will be determined at the time. Re-entry into the system will not require any activation fee. However, the new monthly fee will be adjusted to the current pricing going forward and the re-entry date will determine the new anniversary date. Ownership of all documents, materials, video and/or audiotapes remains the sole and exclusive property of Myprotector Group (Pty) Ltd until such time as the member has paid for them in full. Furthermore, broken membership over any 2 (two) year term, will result in a member having to pay an additional fee to have their work produced in final book form.
8. Myprotector Group (Pty) Ltd does not assume any responsibility in respect of the accuracy and/or contents of any document, audiotape and/or video manufactured on the member's behalf. Myprotector Group (Pty) Ltd is merely a facilitator in this regard between the member and those people whom the member elects to reach by utilising the services provided by Myprotector Group (Pty) Ltd.

9. Myprotector Group (Pty) Ltd will ensure that the benefits are available to the member at all reasonable times. In the event of the call centre and/or database not functioning or failing for any reason whatsoever, Myprotector Group (Pty) Ltd will apply its best endeavours to rectify the issue as soon as possible. Myprotector Group (Pty) Ltd however cannot be held responsible in any manner whatsoever should a member suffer damages as a result of such unavailability of benefits.

10. Upon payment of the monthly fee for any services, Myprotector Group (Pty) Ltd will provide the following services: - to allow access to the members private website where they can load their member details onto the system, arrange access to the benefits to allow the member to start working through the templates, to link the member to the call centre, to forward any necessary documents and letters to the member. The services will be reflected on the Myprotector website.

11. Myprotector Group (Pty) Ltd will provide on the web-site the following services: to provide document organisation and safe keeping, to provide web-site maintenance and to initiate the database contact, to provide ongoing programmes and value added services, to provide updated questions as and when and to distribute special messages.

12. The member elects as his/her domicilium citandi et executandi (domicile address for receipt of any documents) the address as set out on the web-site "general information" database page.

13. Any notice given in terms of this agreement shall be considered received and having come to the attention of the member on the third business day after appearing on the web-site, where a notice period is required.

14. The information posted on the Myprotector Group (Pty) Ltd web-site contains the whole of the agreement between the parties and there are no parallel ancillary agreements between them unless any recognised life policy was purchased.

15. No alteration, amendment, variation and/or consensual cancellation of this agreement shall be of any force and effect unless confirmed by the parties by the exchange of consenting e-mails. Notwithstanding the aforesaid, Myprotector Group (Pty) Ltd retains the right to amend, vary, alter, suspend and/or add to its range of programmes and services without reverting to the member. However, Myprotector Group (Pty) Ltd will make every effort to keep all records on back-up and when appropriate, make available when any dispute is resolved.

16. The paragraphs of this agreement are divisible, the effect of which is that should one or more of the clauses prove to be unenforceable, the remainder of the agreement, excluding those paragraphs, will stand and shall be fully enforceable.

17. Membership is on a monthly basis payable in advance, including the month of death, and no pro-rata adjustments will be entertained.

18. Broken membership for subscribers will not attract any re-entry costs.

19. Membership of the programmes is on an individual basis only and should Myprotector Group (Pty) Ltd become aware that the member is sharing the same financial, estate and heritage planning platform with another party, this will result in immediate termination of membership and forfeiture of his/her created material without a return of contributions or information.

20. Membership may be purchased by another person on behalf of someone else, with the donor merely fulfilling the funding role. Where necessary, a member may purchase more than one product and create a separate legacy on behalf of a deceased person or where the said person is not able to write for themselves. In such circumstances, the acting members work will be subject to the same terms and conditions as if they were the original person writing about themselves. However, no waiver of fees will apply even if support services are not applicable according to Myprotector Group (Pty) Ltd. The intent of allowing someone to act as if they were a "biographer" on behalf of someone else, whether permitted or not permitted, by the said person being written about, is to uplift and share positive values and opinions about the person.

21. Purchase of ancillary fee for services or products is only possible with active membership. Myprotector Group (Pty) Ltd has the right to make additional services or benefits available to existing and active members directly or via an intermediary, in order to add value to their lives as determined by Myprotector Group (Pty) Ltd.

22. Membership is offered in various countries around the world. Contributions are paid in different currencies according to the companies accredited electronic service providers. In some instances, VAT is added to the fee.

23. A member who wishes to cancel membership may give his/her required notice within the term of the contract. No refund will be entertained after 30 days of initial payment. A member may buy-up during the fixed contract period (annual term) but may not buy-down to another product.

24. A member who acts in an inappropriate way, as judged by Myprotector Group (Pty) Ltd (Eg loads inappropriate and explicit material onto the website), may be removed from membership without his/her created material or a refund of past contributions. This member will not be allowed re-entry onto the platform.

25. For members who are paying monthly contributions, these contributions are payable in advance by the seventh working day of the month, otherwise suspension will follow by the eighth business day of the month. Re-instatement of membership will follow once contributions are brought up to date, provided this is before the end of that month, otherwise cancellation will apply.

26. Whilst every endeavour will be made to only increase contributions at this time, circumstances may require that Myprotector Group (Pty) Ltd adjusts rates at anytime that appropriate solvency levels are at risk. Any of the Myprotector Group (Pty) Ltd services that are purchased as part of the policy will not incur an increase even if the policy contributions were to be adjusted. In unavoidable circumstances, the Myprotector Group (Pty) Ltd may need to increase its fees but will ensure that all members have access to its reasoning.

27. Contributions include Value Added Tax where applicable and are not Tax Deductible for Income Tax purposes and other than a tax invoice available off the web-site, no documentation to support any other perceived will be issued.

28. The calendar year is the financial year of Myprotector Group (Pty) Ltd being February.

29. Should a member break his/her membership at anytime, Myprotector Group (Pty) Ltd will freeze all created material belonging to the member. Such material will be re-instated once payments are brought up to date.

30. On the death of a current member, who is fully up to date with his/her contributions, there will be a release of all his/her created material, suitably edited and in the form as detailed on the web-site. The work done by the member will remain on the website for perusal by elected persons determined by the member at the time of his/her membership. Myprotector cannot be held responsible for not delivering on its service if the client did not complete the required database data that enables the service to be delivered.

31. Fees for loss of membership card can be replaced at the ruling rate (If applicable).

32. Myprotector Group (Pty) Ltd shall provide the database structure for capturing all personal data and on death in the case of insurance/assurance policies, every effort shall be made to trace listed items, but not un-listed ones. Should Myprotector Group (Pty) Ltd not be able to trace listed policies, it shall not be held liable in any way whatsoever.

33. Rates of contribution apply to all members irrespective of any demographic criteria, except where denoted otherwise in these terms and conditions.

34. Members are able to join any of Myprotector Group (Pty) Ltd products direct and not necessarily via an Agent. However, Myprotector Group (Pty) Ltd has created an accredited Agents list and allows

these agents to market the benefits and services as a more favourable price and/or benefit structure to any member.

35. A member may pay contributions to Myprotector Group (Pty) Ltd or to an Agent if necessary where this is agreed upon. Myprotector Group (Pty) Ltd will not be held accountable for any payments made in any other way. Such payments must be based on the rates on the web-site or on Myprotector Group (Pty) Ltd official documentation. Only once Myprotector Group (Pty) Ltd has received the payments and where the payment is cleared, will the member's benefits and services be activated.

36. Members must ensure that statements made on their platform are not viewed as over-riding or replacing the content of a duly authenticated "Traditional Legal Will" which remains the official document of a person's intentions on death. However the entire platform is considered an addendum to help any Executor to wind-up an estate if it is required to offer basis of intent of the deceased. Myprotector Group (Pty) Ltd shall not be held in any way responsible for any conflicting wishes or statements between these two documents.

37. Myprotector Group (Pty) Ltd will not accept payment for contributions by way of cheque through the post. All payments will be crediting to Myprotector Group (Pty) Ltd contribution current account by debit order.

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### **Premium payment terms and conditions**

- Premiums are payable monthly in advance by debit order only for any of our products or services and either debit order or online payment for the Myprotector services where applicable.
- Premiums quoted apply to the Deceased estate services and may vary If any of these vary.
- Myprotector Group (Pty) Ltd will enforce the following rules upon non-payment of premiums:

**Month 1:** Myprotector Group (Pty) Ltd will grant a period of 30 calendar days for you to settle unpaid premiums. However, your services will be suspended until your account is up to date.

- You authorise Myprotector Group (Pty) Ltd or the contracted service provider to debit your bank account for the full recurring premium on this policy on your nominated payment day of every month, starting on the policy commencement date. If payment day falls on a Sunday or recognised South African public holiday, the payment day will automatically be the last banking day before the payment day. If there are not enough funds in the nominated account to meet the obligation, Myprotector Group (Pty) Ltd may track your account and represent the instruction for payment as soon as enough funds are available in your account.
- Myprotector Group (Pty) Ltd has the authority to debit your account on or after the dates when the obligation in terms of the agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due.
- The withdrawals you have authorised will be processed through a computerised system provided by the South African banks and you understand that the details of each withdrawal will be printed on your bank statement or an accompanying voucher. These must contain a policy number. This number must be included in the payment instruction. You will not have the right to any refund of amounts that we have withdrawn while this authority was in force, if such amounts were legally owing to Myprotector Group (Pty) Ltd.
- All payment instructions issued by Myprotector Group (Pty) Ltd will be treated by your bank as if the instruction had been issued by you personally. Although this authority may be cancelled by you, such cancellation will not cancel the agreement. This authority may be ceded or assigned to a third party if the agreement is also ceded or assigned to that third party.