

Terms and Conditions of Use

CONDITIONS OF ACCESS

The MUA website, e-mail newsletters, mobile service and / or applications are information services (“MUA information services”). The terms and conditions set out in this document (the “Terms and Conditions of Use”) govern the use of the MUA information services.

The Terms and Conditions of Use become effective when you access the MUA information services and using the content. You acknowledge and agree that you have read and understood the following Terms and Conditions of Use and agree to be bound by them. Please do not use the MUA information services if you do not agree with these Conditions and Terms of Use.

USE OF CONTENTS

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MUA’s commitment to your privacy and the security of your personal information is outlined in our Privacy and Security Policy. Our Privacy and Security Policy can be found at <https://www.mua.co.za/legal-documents/41-mua-privacy-and-security-policy/file>

The MUA information services uses various cookies. The Cookies Policy can be found at <https://www.mua.co.za/cookie-policy> for additional information.

The MUA Privacy and Security Policy and Cookies Policy form part of these Terms and Conditions of Use. Please read these carefully as they set out the obligations and the rights in relation to your personal information.

MUA respects your right to privacy and confidentiality and therefore will not sell, rent or exchange personal information provided by you with any third party, save as otherwise provided for in the Terms and Conditions of Use or the Privacy and Security Policy. Furthermore, MUA undertakes to use its reasonable endeavours to safeguard any personal information acquired by MUA in connection with the use of the MUA information services by you.

DISCLAIMER AND LIMITATION OF LIABILITY

The purpose of the MUA information services is to provide you with general information regarding MUA and MUA’s products and services. The purpose of the MUA information services is to provide another channel to find documents, submit claims and streamline communication between customers, intermediaries and MUA. Although MUA will use its reasonable commercial endeavours to ensure the accuracy of the information on the MUA information services on an ongoing basis, use of the MUA information services are entirely at your own risk. MUA makes no representations or warranties about the accuracy, completeness, reliability or suitability for any purpose of the information and related graphics published in the MUA information services, which may contain technical inaccuracies and typographical errors.

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Without derogating from the generality of the above, MUA will not be liable for:

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- any malfunction, interruption, downtime or other failure of the MUA information services, the online services, the MUA computer system, databases (or any of its components), for whatever reason, or any other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities.
- any loss or damage suffered by you in respect of orders, purchases or disposal of goods and services from third parties based on the information provided on the MUA information services.
- any loss or damage in respect of your data or other data directly or indirectly caused by malfunction of the MUA computer system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third-party systems, programming defects, negligence on our part; and/or
- any event over which MUA does not have direct control.
- any personal information submitted via the internet. It shall be treated as confidential and even though reasonable steps have been taken to safeguard such information under no circumstances will MUA be responsible for any loss, damage or harm suffered by you or a third party as a result of the transmission of confidential or other information to MUA via the internet, any transmissions by MUA that you have expressly or implicitly authorised MUA to make, or for any errors or changes made to any transmitted information. MUA reserves the right to request independent verification of any information transmitted via the MUA information services or any Online Service.

MUA reserves the right, at any time and without notice, to revise the contents of the MUA information services including these Terms and Conditions of Use. Any changes to these Terms and Conditions of Use will be posted on the MUA information services and by continuing to use the MUA information services, following any such change, you will signify that you agree to be bound by the revised Terms and Conditions of Use.

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You acknowledge that any software made available for download on or via the MUA information services is governed by licence conditions and agree that you indemnify MUA against any breach by you of these licence conditions.

MUA does not expressly or implicitly warrant that any files, downloads or applications via the MUA information services are free of viruses, or anything else that has contaminating or destructive properties with the ability to corrupt or affect the operation of your computer, database, network or other information system.

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MUA prohibits the establishment of any hyperlink, frame, metatag or similar reference, whether electronically or otherwise, to the MUA information services by anyone, save with MUA’s prior written approval, which approval may be withheld for any reason whatsoever.

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COMMENTS POSTED

The MUA information services make provision for you to comment on the services provided by MUA and for agents and employees to respond thereto by way of interactive “blogging”. Information, ideas and opinions expressed by an agent, representative or employee of MUA on the MUA information services should not be regarded as professional advice or the official opinion of MUA. MUA reserves the right, but not the obligation, to monitor and edit or remove any information posted to the MUA information services.

You agree not to post or transmit any comments to the MUA information services which are illegal, defamatory, infringing, harassing, obscene, commercial advertising, personal marketing, profane, untrue, incorrect or harmful, abusive, threatening, vulgar, obscene or that constitutes hate speech. MUA reserves the right to report any such comments posted by you to the appropriate authorities.

If you post unsolicited content or other information to the MUA information services, and unless otherwise indicated by you, you grant MUA a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such information throughout the world in any media. You grant MUA the right to use the name that you submit in connection with such information, if it so chooses.

ONLINE SERVICES TERMS

The Online Services provided by MUA on the non-public areas of the website are subject to certain registration procedures and approvals (“Online Services Terms”) which may be accepted or rejected by MUA in its sole and absolute discretion. These Online Services are governed by the Online Services Terms:

Registration and authorisation

Only the director/key individual of the service provider company seeking access to any Online Service has the authority to activate or deactivate an account(s). This is a fraud prevention mechanism and ensures that the critical business information is safe. During the activation process the director/key individual may nominate an employee(s) to have access to an individual account linked to the same service provider profile. On termination of the employment agreement between the service provider company and the authorised employee, the director/key individual is responsible for notifying MUA to deactivate the individual account.

User ID and password

Once subscribed to any Online Service, which includes, but not limited to, The Broker portal via the MUA website or web-based access each authorised individual will be provided with a user identifying name and a password and is entirely responsible for:

- Maintaining the confidentiality of the password.
- All activities (authorised or unauthorised) that occur in the specific account.
- Notifying MUA immediately of any unauthorised use of the user id and/or password or any other breach of security that you become aware of.
- For losses suffered by MUA or a third party due to unauthorised use of the user id and/or password.
- Adherence to the Terms and Conditions of Use and the Online Services Terms.
- Notifying MUA should any of the personal information linked to the account change.

If there is a conflict between the Online Services Terms and these Terms and Conditions of Use, the former will prevail.

JURISDICTION

The MUA information services is controlled, operated and administered by MUA from its offices within the Republic of South Africa. MUA makes no representation that the content of the MUA information services is appropriate or available for use in other locations or countries. If you access the MUA information services from locations outside of South Africa, you are responsible for compliance with all local laws.

The Terms and Conditions of Use shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the High Court of South Africa in the event of any dispute.

If any of the provisions of these Terms and Conditions of Use are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the remaining Terms and Conditions of Use, and the remainder of these Terms and Conditions shall continue in full force and effect.

CONTACT DETAILS

MUA chooses the following address for the service of any legal notice related to these Terms and Conditions of Use: complaints@mua.co.za