

# Terms of Use



## 1. INTRODUCTION

- <https://hepstar.co.za> and <https://whitelabel.gateway.insure> (collectively “**the Site**”) are domains of Hepstar Financial Services (Pty) Ltd, registration number 2013/139291/07 (“**Hepstar**”), an authorised financial services provider in South Africa (FSP no: 45097). Use of the Site by you (“**the User**”) is subject to the terms and conditions contained herein (“**Terms of Use**”). By using the Site, the User agrees to the terms contained in the Terms of Use.
- Last updated: **1 March 2023**

## 2. DEFINITIONS

- **Affiliate** means a third party that is licensed by Hepstar to use the <https://whitelabel.gateway.insure> domain to offer Products to the User.
- **Insurance** means a Product indicated as an insurance product or as underwritten by an insurance company by way of its name, placement or being otherwise referred to as such on the Site.
- **Product** means any product or service offered for sale on the Site, including Insurance or a Travel Extra.
- **Supplier** means Hepstar or a third party indicated as the supplier of a product or service by way of its name, branding or documentation appearing on the Site in relation to a Product.
- **Transaction** means the valid purchase of a Product on the Site.
- **Travel Extra** means a Product other than Insurance.
- **Quote** means the price at which a Product is offered on the Site.

## 3. PURPOSE OF SITE

- The Site is a self-help marketplace for the User to obtain a Quotes and conclude a Transaction in respect of Products offered by Suppliers on the Site.
- The Site may be used by Affiliates to market the Products to the User on behalf of Hepstar or the Suppliers.
- Hepstar and the Suppliers reserve the right to make changes to the Site or Products respectively at any time without notice to the User.

## 4. PRODUCTS, PRICING, TERMS AND CONDITIONS

- Quotes are provided based on information provided by the User and are inclusive of any relevant taxes and/or fees.
- Products sold on the Site follow the pricing and eligibility criteria of the relevant Supplier. By making payment, the User accepts the Quote and the terms and conditions of the relevant Product or its Supplier as made available on the Site.

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## 5. VERIFICATION AND AMENDMENT OF USER INFORMATION

- The User is responsible for ensuring that he/she provides accurate information to the Site, that his/her personal and/or travel details displayed on any proof of purchase are correct and for requesting the amendment of any incorrect information so provided or displayed. This responsibility extends to such information provided in respect of additional persons on behalf or to the benefit of whom the User purchases a Product.

## 6. REPRESENTATIONS AND SUITABILITY

- Hepstar does not provide any warranty or guarantee, expressed or implied, as to the suitability of Products offered or sold on the Site for any particular purpose. Information provided on the Site is not to be treated as financial advice or a recommendation provided by Hepstar as to the suitability of a Product.
- The User agrees to read the relevant terms and conditions imposed by the relevant Supplier to determine suitability of a Product. The User shall be deemed to have applied his/her own discretion when concluding Transactions and does so having read, understood and accepted the terms and conditions of the Product or the relevant Supplier.

## 7. PAYMENT

- Payment is due immediately upon purchase of a Product.
- Should the User input incorrect information resulting in a Quote being inaccurate, Hepstar or the Supplier reserves the right to request payment by the User of any amount underpaid in order to rectify or amend the Transaction. Likewise, the User shall be entitled to a refund of any amount overpaid when amending a Transaction due to the same cause, subject to the terms and conditions or any penalties or fees that are enforced by the relevant Supplier.

## 8. PROOF OF PURCHASE

- Following a Transaction, Hepstar or the relevant Supplier will issue proof of the Transaction to the User by electronic mail, including the necessary product documentation or instructions to use or access Product where applicable.
- Turnaround time for sending and receiving proof of purchase may vary by Supplier or server load/capacity/availability. Hepstar makes no representations or guarantees and disclaims all liability in respect of the turnaround time to send and for a User to receive proof of purchase.
- The User must ensure Insurance is purchased with adequate time in advance to receive the documents prior to any visa appointment. Hepstar and the Suppliers will not be liable for the User's failure to present documentation provided by Hepstar or a Supplier when applying for a travel visa or Hepstar's failure to provide such documentation in time.
- Receipt by Hepstar of a purchase request is only deemed received by Hepstar once Hepstar provides proof of purchase, prior to which no messaging or purchase attempts shall be construed as giving legal effect to a purchase.

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## 9. CANCELLATION, REFUND AND REJECTION

- The User's right to cancel a Transaction and be refunded whole or part of the purchase price is subject to the terms and conditions imposed by the relevant Supplier of the Product or by relevant laws, as the case may be.
- The Suppliers reserve the right to reject a request for a Product or to cancel a Product already issued if the User does not qualify for the Product or where any form of fraud is suspected, whether payment has been made in relation to a Transaction or not.
- The Suppliers reserve the right to reject any benefit, indemnity or service offered in respect of a Product if:
  - for any reason payment due in respect of a Product is reversed or fails after concluding the Transaction; or
  - the User provides inaccurate information in relation to Transaction. If payment has been received, such payment will be refunded if due (subject to product terms and conditions) and the User will not be entitled to any additional compensatory relief in any way or form.

## 10. USER LIABILITY AND SECURITY

- The User indemnifies Hepstar, its employees, representatives and service providers and holds them harmless from and against all claims, losses and damages which Hepstar or any third party may incur as a result of its reliance on information or materials provided by the User to Hepstar through during the use of the Site.
- Despite its efforts to avoid same, Hepstar does not guarantee that all files provided on the Site for download by the User will be free from malware. The User must have adequate security measures such as antivirus software in place when using the Site.
- The User must scan any document or file it uploads to the Site for malware and indemnifies Hepstar and the Suppliers against any loss or damages resulting from the User uploading of malware to the Site.

## 11. LIMITATION OF LIABILITY

- Hepstar shall not be liable for the performance of a Product, acts, errors, omissions, representations, warranties, breaches or negligence of any Supplier or for any personal injuries, death, property damage, or other damages or expenses resulting thereof. The User shall only have a right of recourse against the relevant Supplier.
- Hepstar shall not be liable for loss, damage, consequential or special damages, accident, injury, illness, harm, trauma, death, delay or inconvenience to the User or their property, except if directly or indirectly arising from the gross negligence or willful misconduct of Hepstar, its employees or agents, in which case any such liability will be limited to R10 000.
- Hepstar shall not be liable for loss, damage, consequential or special damages resulting from any virus transmitted to the User during the use of the Site.

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## 12. ACCESS AND USE OF THE SITE

- **License to use**
  - The User is granted conditional, non-exclusive, non-transferable license to browse the Site or copy, download or print content from the Site for purposes of concluding or considering a Transaction. The User's license shall be subject to the following conditions:
  - The User may not use the Site to publish unlawful content, including that of an offensive or defamatory nature or which constitute an infringement of intellectual property of Hepstar, a Supplier or another third party;
  - The User may not assign, transfer or sublicense any rights in terms hereof;
  - Any content copied or downloaded from the Site will remain identified as being of Hepstar origin;
  - The User may not data-mine, cache or reverse engineer the Site;
  - The User may not copy, modify or create derivative works of the underlying software of the Site;
  - The User may not violate any restrictions or security measures used to prevent or secure access, including the uploading or submitting of damaging code or malware;
  - Hepstar may suspend or block the User's access at any time and for any reason in its sole discretion.
- **Capacity to use**
  - The User must be at least 18 years of age with legal capacity to use the Site and enter into the Terms of Use.
  - When using the Site behalf of or to the benefit of a third party (natural or juristic), the User confirms its authority to act on behalf of same.
- **Acts by the User**
  - The User agrees that its actions during the use of the Site, including data messaging and browsing, are deemed actions communicated in writing and that no electronic signature is required to establish the User's intent to agree to the Terms of Use.

## 13. LINKS TO THE SITE

- The User may not hyperlink to the Site unless agreed by Hepstar.
- Notwithstanding the aforementioned, if the User were to hyperlink to the Site, no relationship shall be created between Hepstar and the User as a result and Hepstar disclaims any liability for information presented or representations made on the User's site or documentation from which the Site is accessed.

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## 14. PRIVACY

- Hepstar may process personal and other information of the User received during the use of the Site for purposes of:
  - Providing a Quote;
  - Completing a Transaction;
  - Providing information or services pursuant to the Products;
  - Statistical analyses.
- The User explicitly consents to Hepstar monitoring, intercepting, reading, blocking, deleting or accessing any data sent by the User to the Site or to any other communication medium such as electronic mail or instant messaging for purposes of preventing and monitoring activities prohibited by Section 86 of the Electronic Communications and Transactions Act, 25 of 2002, which shall be done in accordance with the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002.
- Hepstar may disclose personal and other information to Hepstar, Suppliers, as well as employees and agents of the aforementioned for the same purposes as set out hereinabove.
- For more information, please refer to the Hepstar Privacy Policy made available on the Site.

## 15. ACCESS TO INFORMATION

- The User's right to receive confirmation of the personal information of the User that is processed and stored by Hepstar can be enforced by following the procedures set out in the Promotion of Access to Information Act Manual made available on the Site.

## 16. INTELLECTUAL PROPERTY RIGHTS

- All rights in and to any copyright material (text, design aspects, imagery and video media), trademarks (logos, slogans), domains and underlying source code of Hepstar (collectively "Intellectual Property") remain strictly reserved by Hepstar as the author, creator or licensor of same notwithstanding the User's access to and license to use the Site. Any rights in and to any Intellectual Property provided by Suppliers are likewise reserved by the relevant Suppliers.
- Intellectual Property rights shall remain the exclusive property of Hepstar or the relevant Supplier as the author or licensor thereof. The User agrees not to:
  - use, copy, modify, distribute or translate any Intellectual Property without the express written consent of Hepstar or the relevant Supplier;
  - use the Intellectual Property for the User's personal use and or for any commercial purpose or gain; and
  - modify or remove any marks or text from anything downloaded or otherwise retrieved from the Site that identifies same as Intellectual Property.

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## 17. BREACH

- Hepstar shall have the right to enforce the following remedies without prejudice to any other rights it may have in terms of the governing law, should the User be in breach of the Terms of Use:
  - Forthwith terminate the Terms of Use with and claim damages from the User;
  - Obtain an order for the specific performance and payment of damages by the User; and
  - Commence criminal procedures against the User where applicable.
- Any and all costs and expenses incurred by Hepstar following the successful enforcement of its rights and remedies mentioned in 17.1 shall be recoverable from the User, including, without limitation, legal costs on the attorney and own client scale and commission charged for collection.
- No waiver by Hepstar to enforce a remedy in respect of a breach by the User shall constitute a waiver of any other prior or subsequent breach by the User and Hepstar shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the User.

## 18. MISCELLANEOUS

- The Terms of Use constitutes an agreement between Hepstar and the User when the User accesses the Site and is deemed to be concluded in Cape Town, South Africa. Data messaging sent to or by Hepstar is deemed to be have been sent to or from Hepstar's place of business respectively.
- The Terms of Use sets forth the entire, complete and exclusive agreement and understanding between Hepstar and the User relating to the subject-matter.
- Information incorporated by means of hyperlinks or other reference forms an inseparable part of the Terms of Use.
- Any variation of the Terms of Use shall only be effective and binding if agreed in writing by Hepstar and the User and the intention to amend it is clearly expressed.
- If Hepstar's performance in respect of a provision of the Terms of Use is prevented, delayed, restricted or interfered with by reason of an event beyond its control or a force majeure event, Hepstar shall be excused from such performance to the extent of such prevention, restriction or interference. No such failure or omission in performance shall be deemed a breach or create any liability on the part of Hepstar.
- If one or more of the provisions of the Terms of Use become, in part or in full, invalid, ineffective, illegal or unenforceable, the validity of the rest of the Terms of Use shall remain unaffected. Any such invalid, ineffective, illegal or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose as of such invalid, ineffective or unenforceable provision as regards the subject-matter, amount, time, place and extent. The aforesaid shall apply mutatis mutandis to any omission from the Terms of Use.
- Provisions in the Terms of Use which require adherence after the termination or expiry of the Terms of Use shall survive the termination or expiry of the Terms of Use and continue in full force and effect.

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## 19. COMPLAINTS

- The User may submit any complaints related to the Site in writing to [complaints@hepstar.com](mailto:complaints@hepstar.com) for resolution.

## 20. GOVERNING LAW

- The Terms of Use shall be subject to South African Law and the South African Courts shall have exclusive jurisdiction over any dispute arising from use of the Site.