

Terms of Service

ACCEPTANCE OF COVER CHOMI TERMS & CONDITIONS

INTERPRETATION OF THE TERMS

These Terms contain several words and phrases that have specific meanings and most of which are capitalised. Our Glossary contains these words and phrases.

GLOSSARY

The following words and phrases bear the meanings assigned to them below and related expressions bear corresponding meanings:

1. “3rd Party” means a party other than the member or “COVER CHOMI”.
2. “COVER CHOMI”, “our”, “us” and “we” means or are references to COVER CHOMI Powered by Biznify (Pty) Ltd, a company incorporated in accordance with the laws of South Africa.
3. “member”, “you” means a natural person who contracts with COVER CHOMI Powered by Biznify (Pty) Ltd by way of subscription for the use of COVER CHOMI services.
4. “Content” means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which may be protected by copyright.
5. “ECT Act” means the Electronic Communications and Transactions Act 25 of 2002 (as amended from time to time and including any regulations issued in terms of this Act).
6. “Act” means the Medicines and Related Substances Control Act No. 101 of 1965.
7. “Intellectual Property” means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising, marketing and promotional concepts, ideas, proposals and slogans (whether or not subject to copyright); information; data; formulas; designs; models; drawings; computer programs, including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, machines, and compositions of matter, and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.
8. “Intellectual Property Rights” means rights, whether registered or unregistered, including applications for and rights to obtain or use Intellectual Property.

9. "Party" means either "COVER CHOMI", member or subscriber as the context may indicate ("Parties" has a corresponding meaning).
10. "Personal Information" bears the meaning contained in the Promotion of Access to Information Act (No. 2 of 2000), as amended from time to time.
11. "Processing" means any operation or activity or any set of operations, whether by automatic means, concerning personal information, including: 11.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, or use; 11.2 Dissemination by means of transmission, distribution or making available in any other form; or 11.3. Merging, linking, as well as restriction, degradation, erasure, or destruction of information.
12. "Service" means the services provided by COVER CHOMI through which includes the marketing of various products and services to users by means of SMS, email, automated voice messaging and online marketing also set out in Annexure A hereto;
13. "South African Law" means all and any laws and regulations of the Republic of South Africa, including but not limited to applicable codes of conduct, as may be promulgated, or amended from time to time;
14. "Terms" means these terms and conditions which govern use of the service, as amended from time to time to be read with the Privacy Policy;
15. "A website" (whether it be the website affiliated with COVER CHOMI or a 3rd Party Website), means to visit, load in a web browser, mobile phone or similar software application or device or otherwise engage with a website. By clicking on the applicable button on any of "COVER CHOMI 's" electronic media channels and/or distribution channels, including but not limited to its websites, mobile sites, Facebook and/or other mobile applications with any of the mobile telecommunications network providers, you confirm that you, as the user to the Services, have read, understood, and agreed to these Terms.

ABOUT US

COVER CHOMI ("we, us, our") is a lead generation company. COVER CHOMI connects its subscribers to deals and offers directly to you, making it easy and convenient to find the best and most relevant offers in a simple and convenient way. By subscribing to COVER CHOMI you agree to our terms and conditions and this Privacy Notice. COVER CHOMI allows many South Africans to have comparative quotes done across various industry verticals for products and services that might prove of value. COVER CHOMI puts you in contact with a network of product providers to achieve this and partners with various 3rd parties to market and on-sell products and services from time to time. You may opt out at any time to stop receiving any of our incredible offers and comparison quotes and offers at info@biznify.co.za or www.biznify.co.za in response to

any marketing messages received. To achieve the above, COVER CHOMI partners with several businesses, service providers and professionals from time to time to offer you the most affordable access and deals.

- Financial Services Providers
- Banking
- Insurance companies
- Vehicle Dealerships
- Products and Services
- Telecommunications
- Fibre & Internet
- Value-Added Service providers
- Lead Generation Companies & Marketing Services
- Content Creation

All these abovementioned parties will collectively be referred to as our 3rd Party Providers who form part of our product and services network to benefit our subscribers. We strive to constantly secure the best 3rd Party Providers to connect you with to get you the best offers that suit your needs, lifestyle and of course, your budget. As a COVER CHOMI member will send you marketing communications via multiple channels, such as, but not limited to: Automated voice messages (AVM), SMS's, e-mail, WhatsApp and outbound calls from us or our partner call centres, to keep you updated and informed on these latest products and promotions on offer. You can check out our Privacy Policy here to see how we will responsibly use your personal information to achieve this goal. You can choose to stop hearing from us at any stage, we will always provide you with the opportunity. To Unsubscribe please see below. You may also register on the National Do Not Contact List which can be found at www.dmasa.org.

BECOMING A MEMBER

For someone to become a member and enjoy our benefits and services, you must visit our website at www.coverchomi.co.za, then click on a service/product of interest to you and submit your information. Furthermore, for someone to qualify as a member, you must be 18 years of age or above, you must be in a legal state of mind to make your own decisions, failing which no valid contract/legal relationship will come into existence.

ACCEPTANCE OF THE TERMS & CONDITIONS

As a user or member of our services and / or visitor to our website you confirm that you have read and understood these Terms and Conditions and that you agree to be bound by them. Should you not agree with our Terms and Conditions, please do not make use of any of our services. We will make changes to our Terms and Conditions from time to time. It is your responsibility to ensure that you familiarize yourself with these changes.

If you do not agree with the Terms and Conditions as it is reflected at the time of reading, please do not make use of any of our services. The collection, use and sharing of your personal information is subject to our Privacy Notice.

PRIVACY RIGHTS

We take your privacy rights very seriously, for full details on how and what personal information we collect, as well as how we will use this personal information, please read our Privacy Notice.

DIRECT MARKETING

We would like to provide you with information about new products, promotions, special offers and other information from us and our 3rd Party Providers, which we think you may find interesting. You agree and consent that we as well as our 3rd Party Providers may send you such information by various electronic communication channels, such as email, AVM, SMS, post, whatsapp or telephone. You may opt-out of our direct marketing campaigns at any time, at which point we or our 3rd Party Providers (depending on the opt-out actioned), will not send you any direct marketing material related to a specific service or associated campaign. If we are providing you with Services you will also be subject to the specific terms and conditions relating to the products or services you are being provided and these terms will include additional information as to how we may contact you. If you are a new client or you have previously asked us for information on our products, we may send you information on our range of products by email where we have your permission to do so.

MAINTENANCE OF THE WEBSITE

We will use our reasonable efforts and skills to maintain the website. The website is subject to change from time to time. No one will be eligible for any compensation should the use of any part of the website be affected in anyway and or because of a failure, suspension or withdrawal of all or part of the website due to circumstances beyond our control. We may: modify or withdraw, temporarily or permanently, the website (or any part of it) with or without notice to you and you agree that we will not be liable to you or any third party for any modification to or withdrawal of the website; and change these terms from time to time with or without notice to you, and your continued use of the website (or any part of it) following such change will be deemed to be your acceptance of the change.

MONITORING AND OUR RIGHT TO UNSUBSCRIBE

We hold the right in our sole and absolute discretion, to monitor any activity and content associated with the website. We may investigate any reported violation of these terms or complaints and take any action that we may deem appropriate which may include, but is not limited to, issuing warnings, suspending, terminating, or attaching

conditions to your access, or the removal of any materials from the website. We will in our sole discretion terminate our services and unsubscribe any user where we see fit due to misconduct and misuse of this our website.

ELECTRONIC COMMUNICATIONS

By visiting our website or sending e-mails to us, you are communicating with us electronically. Your use of the website will be deemed your consent to receive communications from us electronically which will allow us to communicate with you via e-mail, SMS or any other electronic means. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, satisfy all legal requirement that such communications be in writing.

INTELLECTUAL PROPERTY RIGHTS

All content included on the website, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our content suppliers and is protected by international intellectual property laws. All software used on the website is our property or that of our software suppliers and is protected by international intellectual property laws. The registered and unregistered trademarks, names, logos and service marks displayed on the website belong to us. Nothing contained on the website, except as expressly stated in these terms, will be construed by you as the granting of any license or right to use any trademark without our prior written permission. All rights in and to the content and trademarks are reserved and retained by us or our content suppliers. You further acknowledge that we, or our content suppliers, are the proprietors of all the content and trademarks on the website, whether it constitutes confidential information or not, and that you hold no right, title or interest in any such material.

WARRANTIES

All information or services provided through the COVER CHOMI Service are provided without any warranty of any kind, express or implied. To the fullest extent permissible under South African law or any other law, COVER CHOMI their shareholders, affiliates, directors, officers, managers, employees, advisers and/or other representatives hereby disclaim all representations and warranties, express or implied, statutory, or otherwise. Without limiting the foregoing, there is and shall be no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness, or suitability of the services and/or the products so provided. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, SERVICE MATERIALS, AND/OR PRODUCTS INCLUDED ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. NEITHER WE NOR OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO EXPRESS NOR IMPLIED REPRESENTATIONS OR WARRANTIES, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THE WEBSITE. IN NO EVENT SHALL WE, OUR DIRECTORS, EMPLOYEES, OFFICERS, OR OUR SUPPLIERS OR SERVICE PROVIDERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE, OUR SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE). OUR LIABILITY OF AND THAT OF OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, OR SERVICE PROVIDERS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO R500.00 (FIVE HUNDRED RAND).

ERRORS AND OMISSIONS

Subject to the provisions of the Consumer Protection Act (to the extent and where applicable), COVER CHOMI will use its reasonable endeavours to make its services and products available to any registered customer / entrant and to maintain the availability thereof for use by him or her, on the understanding that such services and/or products are provided on an as is and as available basis; and COVER CHOMI cannot and does not, directly or indirectly, impliedly or otherwise, represent, warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose.

WAIVER

COVER CHOMI shall not be responsible or liable, directly, or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with, use of or reliance on, any information, products and/or services available on or through COVER CHOMI and/or all those associated and/or affiliated with it.

SUPPORT SERVICES

To assist in resolving technical problems with the Services, or access to the COVER CHOMI Platform, we have provided online access to our helpdesk via the support email function in the platform ("Support Email Function"). We will respond to all technical queries and support requests from customers in relation to the COVER CHOMI Service, where such queries and support requests are logged by you using the Support Email

Function, with 24 (twenty-four) hours of such queries and requests being logged. We shall endeavour to resolve any issue raised or logged within an estimated period of 5 (five) days from the date that the issue is logged.

LIABILITY

These Terms contain provisions which limit our exposure to legal liability and even make you responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement with this Policy. All references to COVER CHOMI or its affiliates herein will include a reference to their shareholders, promoters, employees, representatives, directors, agents, consultants, advisers, subcontractors, and any other Persons acting for or on their behalf in the provision of any service and/or product contemplated or provided for herein. Neither COVER CHOMI nor any of its affiliates is or will be liable for any loss or damages of any nature whatsoever suffered by the User or any other Person arising out of or in connection with:

- any act or omission of COVER CHOMI or its affiliates, save for any act or omission which is wilfully intended to cause loss or is grossly negligent; and/or
- a breach of this Agreement by the User;
- any interruption, delay, suspension, defect or failure in the distribution or reception of the selected service beyond COVER CHOMI's reasonable control. Notwithstanding any express exclusion of liability recorded herein, neither COVER CHOMI nor any of its affiliates will be liable for any loss or damage of any nature, including direct, indirect, special, or consequential damages, including loss of profits, suffered by the User or any third party or person arising from any cause, except where such loss or damage is caused by the intentional or grossly negligent acts or omissions of COVER CHOMI or any of its affiliates. The member hereby indemnifies and holds COVER CHOMI and all its affiliates harmless against any claim brought by any third party or person against COVER CHOMI and any of its affiliates:
 - arising out of a breach by the member of the provisions of this Agreement; and/or
 - because of access to or use by a third party or person of the selected service; and/or
 - associated with the provision of the selected service to the User.

FORCE MAJEURE

COVER CHOMI will not be liable for failure to perform if the failure is attributable (wholly, partially, or late), to some unforeseen event or circumstance beyond its reasonable control which prevents it from performing, timeously or otherwise. This will not be limited to technical problems or downtime related to a fixed line or mobile telecommunications provider which, in each case, is beyond COVER CHOMI's reasonable control, having exercised reasonable care and diligence to prevent and/or mitigate against the occurrence and/or consequences of that event or circumstance.

INDEMNITY

COVER CHOMI has no and will not have any liability to the member, as the case may be, including but not limited to any member of his or her household or any third party or other Person as a result of or in connection with electronic messaging (save as may result from COVER CHOMI 's gross negligence) whether by COVER CHOMI , by member and or , as the case may be, or by a third party or other Person, using any Service, as the case may be. The member hereby indemnifies and holds COVER CHOMI harmless against any loss or harm that the member including but not limited to any member of his or her household or any third party or other Person, may suffer or incur because of any such communications, hereby waiving all and/or any rights and/or claims of whatsoever nature in that regard. You indemnify, defend and hold harmless COVER CHOMI and their affiliates from and against all losses, liability, expenses, damages and costs, including all attorney's fees, arising out of or related to any breach of the terms of use.

3RD PARTY GOODS, SERVICES AND WEBSITES

Your use of those 3rd Party goods and/or services which you may link to or access through your use of the service may be subject to this Policy and/or the terms and conditions applicable to those 3rd party goods and/or services. You agree that it remains your obligation to familiarise yourself with 3rd Parties' terms and conditions and to comply with both them and these Terms. In the event there is a conflict between this Policy and 3rd Party's terms and conditions, this Policy shall prevail to the extent of the conflict for the purposes of your service use. Links to and from the service from and to 3rd Party services or websites does not constitute COVER CHOMI 's endorsement of these 3rd Party services or websites or their contents, nor does COVER CHOMI necessarily associate itself with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms and conditions which will govern your relationship with 3rd parties operating the 3rd Party services or websites. COVER CHOMI has no control over 3rd Party services or websites, and you agree that we are not responsible for any content, information, goods or services available on or through any 3rd Party websites or for any losses caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services available on or through any 3rd Party services or websites. You agree that where you access 3rd Party services or websites, you do so entirely at your own risk. Your interaction, correspondence or business dealings with 3rd parties which are referred to or linked from or to the service is similarly entirely at your own risk and are solely between you and that 3rd Party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties, or representations associated with such interaction, correspondence or business dealings.

PERSONAL INFORMATION

The User hereby specifically represents and warrants to and in favour of COVER CHOMI that all personal information offered, proffered, provided, discussed with and/or communicated to any health practitioner whilst making use of a selected service will be true and correct in every respect and regard hereby acknowledging the importance as to the serious consequences if such information is not as represented and warranted.

GOVERNING LAW AND JURISDICTION

The Service is controlled and maintained from our facilities in the Gauteng Province of the Republic of South Africa. You irrevocably agree that the law of the Republic of South Africa shall govern the Service and these Terms. You irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court, Gauteng, Johannesburg, South Africa even though the value of a claim which we may have against you may exceed the ordinary monetary jurisdiction of the Magistrates Court. Should this not be possible by law, you consent to the jurisdiction of the Johannesburg High Court, Gauteng, South Africa in respect of disputes which may arise out of your use of the Service and these Terms.

DOCUMENTS AND NOTICES

We choose the addresses and other contact details specified in our ECT Act Disclosures section below, for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature. In these Terms, headings are for convenience only and we don't intend for them to be used to interpret these Terms. If, in these Terms, we refer to a Party who is liquidated or sequestrated (or has been through a comparable process under a different legal system), then these Terms will also be applicable to and binding on that Party's liquidator or trustee. Unless we indicate to the contrary in these Terms, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa. When we specify any number of days in these Terms, the number of days excludes the first day and includes the last day unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or gazetted public holiday in the Republic of South Africa. References to a day are references to typical business days. All annexures, addendums and amendments to these Terms form an integral part of these Terms and, therefore, our contract with you.

BREACH

Should the member as the case may be;
fail to make any payment on the due date;

commit any other material breach of this agreement;
failure to remedy such breach within 7 (seven) calendar days of receipt of him/her of the written notice from COVER CHOMI calling upon member to remedy such breach, COVER CHOMI is entitled to, but not limited without prejudice to any other rights it may have in Law in terms of this agreement.

NOT PARTNERSHIP OR AGENCY

Nothing in this agreement will be deemed to constitute a partnership as between parties, nor constitute any party as an agent of the other party for any purpose whatsoever except as expressly provided for in this agreement.

SEVERABILITY AND ILLEGABILITY

If any provision of this agreement is held to be invalid, illegal, contrary to the public policy or unenforceable by a Court of competent jurisdiction or arbitrator, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and this agreement will remain and be of full force and effect. Any provision in this agreement, which is or may become illegal, invalid, or unenforceable will not be effective to the extent of such prohibition or unenforceability and will be treated as pro non scrip to (meaning as though it has not been written) and severed from the balance of this agreement, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision.

ECT ACT DISCLOSURES

Access to the content on or through the service and the Website itself are classified as electronic transactions in terms of the Electronic Communications and Transactions Act (No. 25 of 2002), as amended from time to time ("ECT Act"), and therefore you have the rights detailed in Chapter VII of the ECT Act and we have the duty to disclose the following information:

- Our full name and legal status: COVER CHOMI Powered by Biznify (Pty) Ltd
- Street address: 42 Kingfisher Avenue, Helikonpark 1759
- Postal address: 42 Kingfisher Avenue, Helikonpark 1759
- Physical address for receipt of legal service: 42 Kingfisher Avenue, Helikonpark 1759
- Main business: Value added Services and Direct Marketing
- Website address: www.coverchomi.co.za
- Official email address: Info@biznify.co.za
- Governing terms of use: These Terms and our Privacy Policy
- Manual in terms of the Promotion of Access to Information Act 2 of 2000:
- Management: Fanus Kruger
- Costs associated with the access to and use of the service: Normal network operator costs and subscription service cost will be applicable
- Dispute resolution: As per below Dispute Resolution clause

- Complaint's process: If you have any complaints or would like more information, please email info@biznify.co.za

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