

ASK DISCOVERY TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Applicable Law** means any applicable law, statute, by-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body or agency), guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation an includes POPI and RICA;
- 1.2. **Ask Discovery** means the virtual agent service available to Clients to use on their mobile devices by means of the WhatsApp Messenger application, subject to the terms and conditions set out herein; and
- 1.3. **Clickatell** means Clickatell (Pty) Limited, Registration number 2000/013534/07, a private company registered in South Africa;
- 1.4. **Clients** means clients and policyholders of the Discovery Group and members of the Schemes;
- 1.5. **Discovery/we/us** means Discovery Central Services (Pty) Limited, Registration number 2016/054628/07, a private company registered in South Africa and a subsidiary of the Discovery Group;
- 1.6. **Discovery Group** means Discovery Limited, Registration number 1999/007789/06, a public company registered in South Africa and its subsidiaries from time to time;
- 1.7. **Discovery Health** means Discovery Health (Pty) Limited, Registration number 1997/013480/07, a private company registered in South Africa, a subsidiary of the Discovery Group and the administrator of the Discovery Health Medical Scheme and other closed medical schemes;
- 1.8. **Intellectual Property** means all copyrights, patents, trademarks, know how, trade secrets, designs, source code, models, trade patterns, trade names, images and any other type of intellectual property and any rights to them (including applications for and rights to obtain or use same) which are used and/or held, whether or not currently used, and any other rights to intellectual property held, owned or used by or in connection with a party from time to time;
- 1.9. **Personal Information** has the meaning ascribed thereto in POPI and is being or may be processed by the Receiving Party pursuant to this Agreement;
- 1.10. **POPI** means the Protection of Personal Information Act No 4 of 2013 and any regulations passed thereunder, as may be amended from time to time;
- 1.11. **RICA** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act;
- 1.12. **Schemes** means the medical schemes administered by Discovery Health from time to time and "Scheme" shall mean any one of them; and
- 1.13. **WASPA** means the Wireless Application Service Provider's Association.

2. USE OF ASK DISCOVERY

- 2.1. Discovery, through its service provider Clickatell, provides Clients with the option of interacting with an artificial intelligence agent using the WhatsApp Messenger mobile application in order to obtain information and assistance regarding products and services provided to them by the Discovery Group and/or the Schemes.
- 2.2. The use of Ask Discovery is subject to and governed by the terms and conditions set out herein. If you do not agree to these terms and conditions, you should not make use of Ask Discovery.
- 2.3. The services provided to you by Discovery in terms of Ask Discovery is subject to the WASPA Code of Conduct. You have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. Should you submit a complaint to WASPA regarding Ask Discovery, Discovery and/or Clickatell may be required to share your Personal Information with WASPA in order for WASPA to resolve your complaint. You hereby provide your consent for such disclosure.
- 2.4. Discovery and Clickatell may, subject to the provisions of POPI, Discovery's privacy statement set out in clause 5 below and Applicable Legislation , -
 - 2.4.1. intercept and disclose any transmissions sent or received by you when using Ask Discovery in order to protect their rights, to protect the efficient operation of their systems or to comply with requests from competent authorities and/or courts. In this regard, you acknowledge that Discovery and/or Clickatell and/or a telecommunications vendor (as the case may be) may under the circumstances as prescribed in RICA or other Applicable Laws, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via Discovery and Clickatell's systems or a telecommunication vendor's network, and you hereby consents to the undertaking of such activities by Discovery and/or Clickatell and/or a third party telecommunication vendor. Neither Discovery nor Clickatell nor the relevant telecommunications vendor will be liable to you or any third party for any losses, liabilities, damages, claims and/or any related costs and expenses suffered by you as a result of Discovery and/or Clickatell and/or a telecommunications vendor performing any activity referred to in this clause 2.4.1;
 - 2.4.2. collect data relating to your use of Ask Discovery for the purpose of analysis, reporting, service quality assessment and research. You hereby explicitly consent to the collection and use of data pursuant to this section by Discovery and/or Clickatell and/or their affiliates; and
 - 2.4.3. share with Clickatell and WhatsApp Messenger your Personal Information for purposes of providing you with the Ask Discovery service; and
 - 2.4.4. transfer your Personal Information cross border for purposes of providing you with the Ask Discovery service, storage and other reasonable and legitimate business requirements.

- 2.5. Discovery is the author and sender of all messages sent to you by means of Ask Discovery, which messages will relate to a product or service provided to you by the Discovery Group or a Scheme. Discovery is furthermore responsible for any content originated from or transmitted to you by means of Ask Discovery.
- 2.6. Each message sent to you by Discovery by means of Ask Discovery will contain a valid indication of its source (e.g. mobile telephone number, "From" field in text message, etc.).
- 2.7. Should you wish to use Ask Discovery, it will be your responsibility to ensure that you have the necessary and proper equipment required to do so. You are also responsible for paying all your own access fees and equipment charges (e.g. ISP, telecommunications service contract, email account, mobile device) incurred while making use of the Virtual Agent.
- 2.8. To make use of Ask Discovery, you will be required to –
 - 2.8.1. complete the registration process on our website using the following link: <https://www.discovery.co.za/portal/corporate/whatsapp-registration> ; and;
 - 2.8.2. save the Discovery WhatsApp number 0860 756 756 as a contact on your mobile phone.
- 2.9. If you have signed up to use Ask Discovery, you may opt-out from receiving messages from Ask Discovery at any time by messaging or replying with the word "STOP" on Ask Discovery and following the prompts. Note that if you opt-out, you will not be able to continue using Ask Discovery.
- 2.10. You may not send any inappropriate content by means of Ask Discovery. Inappropriate content for purposes of these terms and conditions will include but not be limited to content that –
 - 2.10.1. is unsolicited, including without limitation, "spam," "junk messages" or unauthorized "bulk" messages;
 - 2.10.2. causes the introduction of "viruses," "worms," "Trojan horses," "e-mail bombs," "cancelbots" or other similar or harmful computer programming routines;
 - 2.10.3. is unlawful (including, without limitation, obscene, defamatory or libellous);
 - 2.10.4. is offensive as may be determined by Discovery, Clickatell, WhatsApp Messenger, a mobile network operator, a telecommunication vendor or a regulatory body in their sole discretion;
 - 2.10.5. is false, misleading or inaccurate; or
 - 2.10.6. infringes the intellectual property of any third party.

3. INTELLECTUAL PROPERTY AND COPYRIGHT

- 3.1. You acknowledge and agree that Ask Discovery is the property of Discovery (or a third party such as Clickatell or WhatsApp Messenger) and forms part of Discovery's Intellectual Property (or that of the relevant third party).
- 3.2. All content made available by means of Ask Discovery (for example messages, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to Discovery, unless we expressly state that it does not, and is protected by South African and international law. In addition, the content provided to you by means of Ask Discovery is the exclusive property of Discovery and is protected by South African and international copyright laws.
- 3.3. All messages, information and content sent to you by means of Ask Discovery is intended to provide you with information and assistance relating to a product or service provided to you by the Discovery Group or a Scheme. Any unauthorised use, alteration or dissemination of the messages, information or content provided to you by means of Ask Discovery is prohibited.
- 3.4. You agree that if you breach the terms of this clause 3, Discovery will have the right to claim damages from you, which will include the right to claim special, incidental, consequential or indirect damages. Discovery will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 3.5. You agree to respect the Intellectual Property rights of Discovery, Clickatell and WhatsApp Messenger.

4. DISCLAIMER

- 4.1. You agree that your use of Ask Discovery is at your own risk.
- 4.2. All messages, information, content, tools and materials sent to you by Discovery by means of Ask Discovery is on an "as is" and "and available" basis.
- 4.3. Discovery does not guarantee that Ask Discovery or any messages, information, content, tools or materials sent to you by means of Ask Discovery are free from viruses or other harmful components.
- 4.4. We are fully committed to providing you with the best possible service by means of Ask Discovery. However, we are not responsible for:
 - 4.4.1. any interrupted, delayed or failed transmission, storage or delivery of a message or information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of Discovery or its service providers; or
 - 4.4.2. any inaccurate, incomplete or inadequate information obtained from you by means of Ask Discovery.

- 4.5. It is very important that you acknowledge and understand that any information provided to you by means of Ask Discovery should not to be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with your financial adviser should you require any financial services or financial products.
- 4.6. To the extent that clinical information may be provided to you by means of Ask Discovery, it is based on best practice and on current recommendations and guidelines which change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. You should not discontinue any treatment you may be receiving on the basis of information received by means of Ask Discovery without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.
- 4.7. Neither Discovery nor any entity of the Discovery Group will be responsible for any direct or indirect claim, expense, injury, loss or damages that may arise from:
 - 4.7.1. your use of Ask Discovery;
 - 4.7.2. your actions or omissions that result in a breach of these terms and conditions;
 - 4.7.3. a denial of access to Ask Discovery should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of Ask Discovery or put Discovery or the Discovery Group in disrepute; or
 - 4.7.4. your reliance on any of the messages, information, content, tools or materials sent to you by Ask Discovery.
- 4.8. You agree to indemnify Discovery, the Discovery Group, Clickatell and WhatsApp Messenger and to hold them harmless against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses) suffered or incurred by you or any of your dependants arising out of or in connection with your use of Ask Discovery or your reliance on information received by means of Ask Discovery.

5. PRIVACY STATEMENT

This privacy statement is complementary to, and should be read and understood with, the above terms and conditions of the use set out in the service terms and conditions above.

5.1. The General Principles of our privacy statement

- 5.1.1. The purpose of this privacy statement is to set out how we collect, use, share and otherwise process your Personal Information when you use Ask Discovery.

- 5.1.2. When you engage with us, you trust us with Personal Information about yourself, your dependants, your beneficiaries, and your employees.
- 5.1.3. You have the right to object to the processing of your Personal Information. It is voluntary to accept these terms and conditions. However, we require your acceptance to enable you to use Ask Discovery and to provide you with services such as activating and servicing your policy and benefits, where applicable.

5.2. **How we collect your Personal Information**

- 5.2.1. Whenever you use Ask Discovery, contact Discovery electronically, or use one of the of the services relating to Ask Discovery, Discovery will collect your Personal Information.
- 5.2.2. We may have collected your information from other sources. If you share your Personal Information with any third parties, we will not be responsible for any loss suffered by you, your dependents, your beneficiaries, spouse or employees.
- 5.2.3. You understand that when you include your spouse and dependents details on Virtual Agent, we will process their Personal Information in line with the terms and conditions set out above and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this privacy statement.
- 5.2.4. If you are giving consent for a person under 18 (a minor) you confirm that you are a Competent Person and that you have authority to give their consent for them.

5.3. **Collect, share and use Personal Information**

- 5.3.1. You agree that we may process your Personal Information for all purposes that relate to the services of Ask Discovery and to make your interaction as informative and successful as possible, because it is necessary for Discovery to find out exactly what you need and want.
- 5.3.2. Where applicable and to the extent appropriate, you confirm that we may share your Personal Information within the Discovery Group of companies for:
 - a) administration
 - b) fraud prevention
 - c) the provision of Discovery services, benefits and infrastructure to help you in your personal or professional capacity.

- 5.3.3. You also confirm that we may share and combine all your Personal Information for any one or more of the following purposes:
- a) market, statistical and academic research; and
 - b) to customise our benefits and services to meet your needs
- 5.4. By accepting this privacy statement, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider's industry association or industry body. This includes information about credit history, financial history, judgments, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.
- 5.5. Your privacy is important to us and we will therefore not sell, rent or provide your Personal Information to unauthorised third parties for their independent use, without your consent.
- 5.6. You agree that we may transfer your Personal Information outside South Africa:
- 5.6.1. if you give us an email address that is hosted outside South Africa; or
 - 5.6.2. to administer certain services, for example, cloud services.
- 5.7. We will ensure that any country, company or person that we pass your Personal Information to agrees to treat your information with the same level of protection as we are obliged to.
- 5.8. You agree that we may communicate with you electronically about any changes to your policy or benefits, including contributions or changes and improvements to the benefits that you are entitled to in terms of your policy or benefits.
- 5.9. We have a duty to keep you updated about any offers and new products that we make available from time to time. Any entity within the Discovery Group and contracted third-party service providers may communicate with you about these.
- 5.10. We may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- 5.11. We have the right to communicate with you electronically about any changes on your policy, including your contributions or changes and improvements to the benefits you are entitled to on the policy you have chosen.
- 5.12. Please let us know if you do not wish to receive any direct telephone marketing from us.
- 5.13. Please also let us know if you do not wish to receive any direct electronic marketing from us. We will store your Personal Information for the purpose to action this request and action it as soon as reasonably possible.

6. Protection of your Personal Information

- 6.1. Discovery values the information that you choose to provide and will take appropriate, reasonable technical and organisational steps to protect your Personal Information from loss, misuse or unauthorised alteration. The information Discovery has concerning Discovery clients is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.
- 6.2. When you use Ask Discovery, you may be given an access number, username, password and/or personal identification number (PIN). You must always keep your username, access card, password and/or PIN a secret and ensure that you do not disclose it to anyone.

7. Correction of Personal Information

- 7.1. You have an obligation to notify us if any of your Personal Information held by Discovery changed or is no longer valid to ensure our records are up to date, you can e-mail us or you can phone our contact centre.
- 7.2. You have the right to know what Personal Information we hold about you. If you wish to receive a copy, please complete a form called an 'Access Request Form' on www.discovery.co.za and specify the information you would like. We will take all reasonable steps to confirm your identity before providing details of your Personal Information
- 7.3. Please note that we are entitled to charge a legally allowable fee for this service and will let you know what it is at the time of your request.
- 7.4. You have the right to ask us to update, correct or delete your Personal Information. Where we cannot delete your Personal Information, we will take all steps to make it anonymous. You agree that we may keep your Personal Information until you ask us to delete or destroy it. This is unless the law requires us to keep it or dispose thereof.

8. Personal Information held by or disclosed by you or Discovery to a third party

- 8.1. Because Discovery is not responsible for any representations or information or warranties or content on any third party website (including third party websites linked to this website, websites facilitated by us or websites that serve as social networks), Discovery does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.
- 8.2. Discovery may enter into arrangements with its partners and other third party suppliers in order for them to provide services to you. Those arrangements may require us to disclose your Personal Information to them, whether in person or by means of an application or the Discovery website or Discovery app.

- 8.3. If a third party asks us for any of your Personal Information, we will share it with them only if:
 - 8.3.1. you have already given your consent for the disclosure of this information to that third party; or
 - 8.3.2. we have a legal or contractual duty to give the information to that third party.
- 8.4. You agree that your Personal Information may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that the academics and researchers will keep your Personal Information confidential and all data will be made anonymous to the extent possible and where appropriate. No Personal Information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that we require. If we publish the results of this research, you will not be identified by name.
- 8.5. If we want to share your Personal Information for any other reason, we will do so only with your permission.
- 8.6. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your Personal Information with the third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your Personal Information. The terms of this privacy statement will continue to apply.

9. Cookies, e-mail tracking pixels and Online advertising

- 9.1. Discovery uses cookies. We use the word "cookie" to refer to information that is sent from the Site to your hard drive, where it is saved. In this way, the next time you use the Site, Discovery will know who you are and that you have visited the Site before. We also collect information about how you use the website, your preferences and past browsing history.
- 9.2. Discovery engages third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about Discovery customers to help us understand the offers, promotions, and types of advertising that are most appealing to our customers. The Personal Information they collect is aggregated and cannot be linked to a person.
- 9.3. Third party vendors, such as Google Marketing Platform, show Discovery ads on sites on the internet.
- 9.4. Third party vendors, such as Google Marketing Platform, use cookies to serve ads based on a user's prior visits to Discovery's website.
- 9.5. We make use of e-mail tracking pixels in certain instances to assist us in keeping you informed of Discovery products available to you.
- 9.6. Users may opt out of Google Marketing Platform's use of cookies and e-mail tracking pixels by visiting the Google advertising opt-out page or by visiting the Network Advertising Initiative opt out page.

10. Changes to this privacy statement

- 10.1. Discovery may amend this privacy statement at any time. We will give you notice of any material changes within a reasonable time, however, we recommend that you familiarise yourself with this privacy statement regularly.
- 10.2. The most updated version of this privacy statement will govern the respective rights and obligations between you and Discovery each time that you access and use the Site.

11. Which laws apply to this privacy statement

This privacy statement is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy statement.

12. Use of Personal Information contrary to the privacy statement

If you believe that we have used your Personal Information contrary to this privacy statement, you must first attempt to resolve any concerns with us. If you are not stratified after this process, you have the right to lodge a complaint with the Information Regulator, under POPI.