

ELEVATE WEBSITE TERMS OF USE

All the legal jargon.

August 2024 | Version 2

Our Terms of Use were last updated on 1 August 2024

Please read these Terms of Use carefully before browsing the Elevate website and/or using any of our services provided through it. All of the provisions of these Terms of Use are important, but please pay special attention to the parts that are in capital print. These parts contain information about provisions that have special consequences for you.



1. Introduction

- 1.1. Elevate is a new-generation technology, wellness and life insurance business that uses data in new and innovative ways to align to incentives, more effectively meet customers' needs, and support them in living a long, healthy and prosperous life.
- 1.2. We invite you to access <https://elevate.co.za> (“our website”) and use the Elevate services, but please note that your invitation is subject to your agreement with these Terms of Use and our [Privacy Policy](#) (together the “Terms”), which govern your use of our website.
- 1.3. In these Terms, “we”, “us”, “our” and other similar references mean Elevate Me Proprietary Limited (Registration Number: 2019/437243/07) and Elevate Life Proprietary Limited (Registration Number: 2016/001863/07), having their principal place of business at 2nd Floor Gateway West, 22 Magwa Crescent, Waterfall City, Midrand, 2066 (together “Elevate”), and “you” and “your” and other similar references mean a specific user of our website.
- 1.4. You must be at least 18 years of age to use our website.
- 1.5. By accessing, viewing, or using our website, you accept these Terms in full and agree to be legally bound by them, and warrant that you have the required legal and contractual capacity to enter into and be bound by contractual terms. If you disagree with these Terms or any part thereof, you must not use our website and should exit immediately.

2. Changes to the Terms of Use

- 2.1. We reserve the right to make amendments to the Terms of Use from time to time.
- 2.2. Any such amendment will come into effect when the revised Terms are published on our website. You agree to be bound by any changes to the Terms of Use when you use our website after any such amendment is published on our website.
- 2.3. The latest version of these Terms of Use will govern the respective rights and obligations between you and Elevate each time that you access and use our Website and services provided through it.
- 2.4. You must ensure that you obtain the latest version of these Terms of Use before any action is taken based hereon. It is your responsibility to check our website often.
- 2.5. Your continued use of our website following our publication of a new version of the Terms of Use will constitute your consent to the terms of the new version of the Terms of Use.

3. Cookies

- 3.1. Our website uses cookies.
- 3.2. By using our website and agreeing to these Terms of Use, you consent to the processing of your personal information and our use of cookies in accordance with the terms of our Privacy Policy.



4. Website Content and Permitted and Prohibited Use

- 4.1. Information or data accessed by you via our website (including but not limited to results and statistics) is for your personal use only, and the distribution or commercial exploitation of such information or data is strictly prohibited. No warranty is given as to the uninterrupted provision of such information or data, its accuracy or as to the results obtained through its use. The information is not intended to amount to advice or recommendations and is provided for information purposes only.
- 4.2. Any commercial use or exploitation of the whole or any part of our website, the information or data on our website (including but not limited to results, statistics, the Get a Quote online digital tool and the Needs Calculator online digital tool), and/or any other information or data on or contained within or as part of our website and/or its source code, is strictly prohibited.
- 4.3. The use of automated systems of software to copy and/or extract the whole or any part of our website, the information or data on our website (including but not limited to results, statistics, the Get a Quote online digital tool and the Needs Calculator online digital tool), and/or any other information or data on or contained within or as part of our website and/or its source code for any purposes (known as “screen scraping”), is strictly prohibited.
- 4.4. As a condition of your use of our website and online digital tools, you will not use our website or online digital tools for any purpose that is unlawful or prohibited by these Terms. You may not use our website or online digital tools in any manner that could damage, disable, overburden, disrupt or impair any Elevate servers or APIs, or any networks connected to any Elevate server or APIs, or that could interfere with any other party’s use and enjoyment of our website or online digital tools. You may not transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of our website or online digital tools. You may not attempt to gain unauthorised access to our website or online digital, other accounts, computer systems, or networks connected to any Elevate server or to our website or online digital tools through hacking or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through our website or online digital tools. You may not to use our website or online digital tools in any way that violates any applicable federal, state, local, or international law or regulation.
- 4.5. We retain the right (but not the obligation) to block content from our website that we determine (in our sole discretion) to be illegal, harmful, or in violation of these Terms. For these purposes, illegal or harmful content includes but is not limited to: (a) content containing, promoting, or facilitating child sexual abuse material or human trafficking; (b) content that infringes on another person’s intellectual property rights or is otherwise unlawful; (c) content that discloses sensitive personal information, incites or exploits violence, or is intended to defraud the public; and (d) content that seeks to distribute malware, facilitate phishing, or otherwise constitutes technical abuse.

5. No Medical or Professional Services or Financial Advice

- 5.1. The information provided on our website is free of charge and for informational purposes only and does not create a business or professional services relationship between you and Elevate.



- 5.2. Any information provided should not be considered complete, nor should it be relied on to suggest a course of action for any particular individual or entity.
- 5.3. Information received from our website should not be relied upon for personal, medical, legal, technical, or financial decisions. It should not be used in place of a visit, call, consultation or the advice of a physician, accountant, banker, attorney, financial advisor or other qualified expert.
- 5.4. The content of our website is not intended to be financial advice and intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. You must consult a registered Financial Services Provider in order to obtain advice relating to Elevate's products and services.

6. Elevate Get a Quote online digital tool

Please note that any quote provided by using the Get a Quote online digital tool on our website is an indicative quote and is subject to change based on your risk profile.

7. Elevate Needs Calculator online digital tool

- 7.1. Elevate makes all relevant product information clear and readily available so that you can make an informed decision. The Elevate Needs Calculator is not a financial advice tool, but it can provide indicative numbers and an idea of the types of cover you and/or your family may want to consider purchasing based on the information shared regarding your circumstances.
- 7.2. The Elevate Needs Calculator uses your current and long-term circumstances and presents them in a manner that provides reasonable and relevant information that can be used to make an informed decision and get an indication of the nature of the obligations you and/or your loved ones would be left with, were the insured events to happen.
- 7.3. If, however, you are not comfortable to make your own decision based on all information at hand, it is best that you contact a financial advisor to guide you through the decision-making process.

8. Availability

Whilst we try to keep any disruption to our website and services provided through it to a minimum, our website and services may become unavailable from time to time in order for us to carry out planned and unplanned maintenance and security updates.

9. Connectivity

You are responsible for making all arrangements necessary for you to have access to our website, including providing and maintaining any equipment used to access our website. You are solely responsible for any telecommunications costs that you incur whilst using our website.

10. Viruses and Malware

- 10.1. ELEVATE HAS TAKEN REASONABLE MEASURES TO ENSURE THE INTEGRITY OF OUR WEBSITE AND ITS CONTENTS, HOWEVER NO WARRANTY IS GIVEN THAT ANY FILES, DOWNLOADS, TOOLS OR APPLICATIONS AVAILABLE VIA THIS WEBSITE ARE FREE OF VIRUSES WHICH HAVE THE ABILITY TO CORRUPT YOUR SYSTEM.



- 10.2. Elevate recommends that you install appropriate defences against viruses and other malware before you download any information from our website.
- 10.3. ELEVATE SHALL ACCEPT NO LIABILITY FOR ANY VIRUS OR MALWARE CONTRACTED AS A RESULT OF VISITING OUR WEBSITE OR ANY OTHER WEBSITE LINKED TO OUR WEBSITE, AND WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGE, COSTS OR EXPENSES SUFFERED OR INCURRED BY ANY PERSON AS A RESULT OF THE PRESENCE OF ANY VIRUS OR MALWARE ON OUR WEBSITE OR ANOTHER WEBSITE LINKED TO OUR WEBSITE.

11. Disclaimer

- 11.1. USE OF OUR WEBSITE IS ENTIRELY AT YOUR OWN RISK.
- 11.2. WHILST ELEVATE MAKES EVERY EFFORT TO KEEP THE MATERIALS AND INFORMATION ON OUR WEBSITE CURRENT, CORRECT AND ACCURATE, WE ACCEPT NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF ANY INFORMATION IS, FOR WHATEVER REASON, DATED, INCORRECT OR INACCURATE. WE DISCLAIM ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED ABOUT THE MATERIALS AND/OR INFORMATION ON OUR WEBSITE, OR OUR WEBSITE'S ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR A PARTICULAR PURPOSE. THUS, BY USING OUR WEBSITE, YOU ASSUME FULL RESPONSIBILITY FOR USING THE MATERIALS AND INFORMATION ON OUR WEBSITE, AND YOU UNDERSTAND AND AGREE THAT NEITHER ELEVATE NOR ITS AFFILIATES NOR ANY OF ITS EMPLOYEES, ARE RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, DAMAGE, COSTS OR EXPENSES RESULTING FROM ITS USE.
- 11.3. OUR WEBSITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND ELEVATE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO OUR WEBSITE OR ANY SITE OR SERVICE ACCESSIBLE THROUGH OUR WEBSITE. ELEVATE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT WILL ELEVATE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA) WITHOUT REGARD TO THE FORM OF ACTION AND WHETHER IN CONTRACT, DELICT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, ANY CONTENT ON OR ACCESSED THROUGH OUR WEBSITE OR ANY SITE SERVICE LINKED TO, OR ANY COPYING, DISPLAYING, OR USE THEREOF.

12. International Use

- 12.1. Elevate makes no promise that the materials on our website are appropriate or available for use in locations outside the Republic of South Africa.
- 12.2. Accessing our website from territories where its contents are illegal or unlawful is prohibited.
- 12.3. If you choose to access our website from locations outside the Republic of South Africa, you do so on your own initiative and are responsible for compliance with the laws of the jurisdiction from which you are accessing our website, and you agree that you will not access or use the information on our website in violation of such laws.



13. Links to other websites

- 13.1. Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. A link to another website or resource is not an endorsement of that website or resource by us. It is your responsibility to check the terms of use and privacy policies of any other websites or resources you may visit, and any use you make of other websites or resources linked to our website and the products and/or services made available through them, is at your own risk.
- 13.2. WE HAVE NO CONTROL OVER THE CONTENTS OF THOSE SITES OR RESOURCES AND ACCEPT NO RESPONSIBILITY FOR THEM OR FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THEM.

14. Limitation of Liability

OUR WEBSITE IS MADE AVAILABLE FOR PUBLIC VIEWING ON THE BASIS THAT ELEVATE EXCLUDES TO THE EXTENT LAWFULLY PERMITTED, ALL LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING OUT OF USE OF OUR WEBSITE AND/OR RELIANCE UPON THE CONTENT OF OUR WEBSITE.

15. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ELEVATE, ITS AFFILIATES AND SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PROPRIETORS, PARTNERS, SHAREHOLDERS, SERVANTS, PRINCIPALS, AGENTS, PREDECESSORS, SUCCESSORS, ASSIGNS, AND ATTORNEYS FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, DAMAGES, INJURIES, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND LITIGATION EXPENSES) RELATING TO OR ARISING FROM YOUR USE OF OUR WEBSITE AND ANY BREACH BY YOU OF THESE TERMS.

16. Intellectual Property Rights

- 16.1. All intellectual property rights in our website, in the material published on it and in its online digital tools are owned by, licensed or sub-licensed to Elevate.
- 16.2. All content on our website, including but not limited to images, data, text, graphics, design and look and feel attributes, is subject to copyright, with all rights reserved. Removing or altering the copyright notice on any material on our website is prohibited.
- 16.3. All images, trade marks, service marks or other logos featured on our website are also protected by intellectual property laws. Use or misuse of these images, trade marks, service mark or logos is expressly prohibited and may violate South African law and other applicable international treaties.
- 16.4. You are welcome to print pages of our website for your personal use, but no part of this website may be reproduced or transmitted for any other purpose. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OUR WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.



17. Right to Suspend, Withdraw or Restrict Access

We reserve the right to suspend, withdraw or restrict access to our website and/or our services provided through it, or any part of it or them, at any time for any purpose we deem reasonable, without notice. This includes where we believe that you have materially breached these Terms, or if we consider there is or is likely to be a breach of security.

18. Governing Law and Jurisdiction

Your use of our website and any dispute arising out of the use of our website and/or reliance upon the content of our website is subject to the laws of the Republic of South Africa. Any dispute arising out of the use or publication of this website is subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

19. Miscellaneous matters

- 19.1. The headings used in these Terms are for convenience only and shall not affect their interpretation.
- 19.2. In these Terms, unless specified otherwise, use of the singular includes the plural, use of any gender is deemed to include every gender and any reference to a natural person includes an artificial or juristic person and vice versa.
- 19.3. Use of the words includes or including or similar words or phrases means without limitation and the use of these or similar words or phrases shall not limit the meaning of the general words.
- 19.4. We shall not be liable for any delay or failure to provide our services or perform any obligation under these Terms if the delay or failure is caused by circumstances beyond our reasonable control.
- 19.5. Each of the provisions of these Terms (or part of any provision) is severable (i.e. each provision may be severed or cut from the Terms in order to leave the remainder of the Terms valid and standing). If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect the legality, validity or enforceability of the other provisions of these Terms. The provision itself shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 19.6. Failure or delay by us in enforcing these Terms shall not be a waiver of that or any other provision of these Terms. You may not assign any of your rights or obligations under these Terms.
- 19.7. These Terms (including our Privacy Policy) constitute the whole agreement and understanding between you and us in relation to their subject matter and the use of our website and our services provided through it.
- 19.8. No representations, terms, conditions or warranties in respect of the matters dealt with in these Terms not contained in the Terms shall be binding on the Parties.
- 19.9. You agree that any notices and other communication may be given by us by email or posted on our website and this will comply with any legal requirement for such communications to be in writing. You also expressly agree that any notice or other communication made in such manner will be deemed to have been received by you 96 hours after email or posting.



20. Our address for notices and service of legal process

Our chosen address for the service of any legal notice or process is:
2nd Floor Gateway West, 22 Magwa Crescent, Waterfall City Midrand, 2066

21. Disclosure of Information

21.1. Company and Registration number:

21.1.1. Elevate Me Proprietary Limited (company registration number 2019/437243/07)

21.1.2. Elevate Life Proprietary Limited (company registration number 2016/001863/07)
(authorised financial services provider – FSP licence number 50555)

21.2. Physical address: 2nd Floor Gateway West, 22 Magwa Crescent, Waterfall City Midrand, 2066

21.3. Telephone number: +27 010 824 6590

21.4. Website address: <https://elevate.co.za>

21.5. Email address: info@elevate.co.za

21.6. Place of registration: Republic of South Africa

21.7. Name of Information Officer: Matan Abraham