TERM OF USE POLICY

Corporate Governance & Compliance
Version 1.0 (2026)

INTRODUCTION

This Terms of Use regulate access to and use of this and all the iMPAC Sites, Systems and Data (as defined below). Accessing and using the iMPAC Sites and Systems or any part thereof implies that You agree to the terms and conditions below:

The iMPAC Sites and Systems are for general use only.

"general use" includes:

1. Viewing and or browsing the iMPAC Sites; or
2. Accessing and transacting; and
3. Use of information for personal and non-commercial purposes; and
4. To copy, download and print the data of the iMPAC Sites; and
5. Complete applications or opening of accounts.

with or without the intention to execute a transaction between you and iMPAC or any of its associates, representatives, or stakeholders.

DEFINITIONS

"Cyber Loss" means any loss, damage, liability, claim, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident. This is including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

"Cyber Incident" means any error or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure, or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

"Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

"Data message" means an email, email attachment, SMS, WhatsApp and recorded voice message, sent by you or to you by iMPAC.

"Systems" means any computer, hardware, software* (and include defined "Sites"), communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

"Sites" means collectively the www.impacuma.co.za internet site, iMPAC social media platforms and accounts, iMPAC blogs and applications and or iMPAC home pages and any website with a URL that is validly registered to iMPAC.

"Home page" means the primary entry point web page of a web site

"You" means the user of the Sites and Systems.

1 ALLOWED USE OF THE iMPAC SITES AND SYSTEMS

Other than as agreed to above, you may not use, copy, adapt, redistribute, or modify the content or any part thereof or frame, "mirror", data-mine or cache the Sites or reverse engineer, download, distribute, decompile or create a derivative work of the Sites, Systems or Data, or any part thereof without prior written permission from iMPAC. For any re-use or distribution of the Data, you must make clear to others the terms and conditions available from the Sites or Systems.

1.1 In all of the aforesaid, iMPAC must be acknowledged as the source of the material and iMPAC's contact details must be reflected accordingly.
1.2 You are not allowed to upload or submit damaging code, transmit any viruses or disruptive or destructive files to the iMPAC Sites or Systems.
1.3 You may not create a false identity.
1.4 You may not attempt to use another's account, password, service or Systems.
1.5 You may not threaten, defame, abuse, harass stalk or otherwise violate the legal rights (including the rights of privacy and publicity) of others.
1.6 You guarantee that all information provided by you at any time to iMPAC on or via the Sites, will be true, accurate, current and correct and you undertake to update the information as and when required.

2 HYPERLINKS TO AND FROM THE SITES AND SYSTEMS

2.1 The iMPAC Sites and Systems may contain links to other websites operated by third parties. iMPAC does not operate or control, in any respect whatsoever, any of the Data, graphics and material on those third-party websites or guarantee that the website will be operational at all times.

2.2 Links to third party websites are included solely for your convenience. You therefore assume sole responsibility for the use of a third-party website.

2.3 iMPAC expressly disclaims acting in any respect on behalf of third-party website operators and/or owners. Third party websites may be subject to their own terms of use and privacy policies different from those of the iMPAC Sites and Systems.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 The Intellectual Property available on the iMPAC Sites or obtained via the interaction between parties are the property of iMPAC and may not be utilised outside the terms as set out herein.

3.2 Email addresses, names, telephone numbers and fax numbers published on the iMPAC Sites or Systems may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no “opt-in” permission from iMPAC to utilise same.

3.3 iMPAC would be pleased to consider requests for permission to disseminate or use iMPAC data outside the scope of the terms set out above, provided that our written approval is obtained in advance. To obtain approval please email us at: info@impacuma.co.za

4 COOKIES

4.1 Cookies may be used by iMPAC to understand the users of the iMPAC Sites better. Cookies allow iMPAC to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of the iMPAC Sites. Depending on the type of Cookie iMPAC uses, Cookies also allow iMPAC to make the Sites more user friendly, for example, permanent Cookies allow iMPAC to save your password so that you do not have to re-enter it every time you visits the iMPAC Sites.

4.2 You may adjust your browser so that your computer does not accept Cookies. If you do this, you will still be able to browse around the site but the functions that allow you to access an existing account or page that requires a username or password will not be available.

4.3 Alternatively, you may adjust your browser to tell you when a website tries to put a Cookie on your computer. How you adjust your browser to stop it accepting Cookies or to notify you of them will depend on the type of internet browser program your computer uses.

4.4 Please remember, Cookies do not contain confidential information such as your home address, telephone number or bank card details. We do not exchange Cookies with any third-party websites or external data suppliers.

4.5 Your browser also generates other information, including which language the site is displayed in, and your Internet Protocol address ("IP address"). An IP address is a set of numbers, which is assigned to your computer during a browsing session whenever you log on to the Internet via your Internet service provider or your network (if you access the Internet from, for example, a computer at work). Your IP address is automatically logged by iMPAC's servers and used to collect traffic data about visitors to the iMPAC Sites. iMPAC does not use your IP address to identify you personally

4.6 iMPAC only keeps Cookies for the duration of your visit to our Sites, except where you save your login name as referred to above.

5 SECURITY & CYBER LOSS

5.1 iMPAC endeavours to take all reasonable steps to protect your personal information. However, iMPAC cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold iMPAC, its directors, employees or agents responsible for any breach of security unless this is due to our gross negligence or willful misconduct.

5.2 If you receive an email that appears to come from us, providing different bank details to the ones we supplied at the outset of the matter or indicating a change in our bank details, please contact our offices by telephone immediately. Do not reply to the email, click on any links or act on any information contained in it. We will not accept responsibility if you transfer money into an incorrect account.

5.3 Regardless of any provisions contained previously within this terms and conditions, or any endorsements to it, this Terms of Use now specifically excludes any cyber loss. This applies regardless of any different cause or event contributing jointly, or in any other sequence to it. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6 LIMITATION OF LIABILITY

6.1 All Data found on the iMPAC Sites and Systems are intended for information or transaction purposes and provided "as is" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, professional advice, fitness for a particular purpose or suitability of the information, software, goods or services.

6.2 iMPAC further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the IMPAC Sites and Systems. iMPAC may make changes/amendments to the Sites and Systems, at any time without notice. iMPAC further reserves the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to the Sites

and Systems. iMPAC makes no commitment to update the materials and may discontinue any part of the Sites, Systems, goods, products or services or certain software or version of certain software for the utilisation of the Sites and Systems.

6.3 iMPAC and its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the iMPAC Sites and Data or Systems, and their performance or non-performance ie Sites unavailable as a result of 3rd party service providers, maintenance, enhancements, events outside the control of iMPAC or force majeure events, even if iMPAC have been advised of the possibility of such damages

7 AGREEMENT

7.1 The User is at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this website in accordance with all terms and conditions herein

7.2 All Data that is incorporated by using hyperlinks and/or other methods of reference form part of this agreement (see Section 11(3) of the ECT Act).

7.3 This Agreement is concluded in Pretoria, the moment you access the iMPAC Sites, Systems or Data.

8 ELECTRONIC COMMUNICATION AND RECORDS

8.1 When you visit the Sites or send e-mails to us, you accept that we may communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.

8.2 Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by iMPAC. This includes but is not limited to mobile push notifications.

8.3 If you are a registered user of the Sites and Systems, you may receive communications from us via e-mail.

- If you do not want to receive e-mails from iMPAC, you may change the way you receive your communication on the Sites, or you can phone our office.

8.4 iMPAC takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

8.5 You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

9 EXPRESSION OF INTENT

9.1 You acknowledge that all agreements, authorisation or request under this agreement satisfies the "writing" requirement as per Section 12 of the ECT Act and the Financial Advisory and Intermediary Services Act.

9.2 For purposes of Electronic Communications between you and iMPAC, no Electronic Signature is required; the mere sending of data messages or browsing of our Sites demonstrates your intent to be a party to this agreement.

10 MESSAGES

10.1 You agree and warrant that when you visit the Sites or send e-emails to iMPAC, it was sent from a System owned by you or programmed by you or sent on your behalf, by a person that had authority to act on your behalf.

10.2 WHERE YOU ARE AN UNINTENDED recipient of any EMAIL Message which is not addressed to you, you agree to the following: The information contained in the Email and attachment is confidential and the property of the sender and viewing this message and any attachments, as well as copying, forwarding, printing, and disseminating any information related to the email is prohibited, and that you should not take any action based on the content of the email and/or its attachments.

10.3 Should you receive an email in error, to contact the sender and destroy all copies of the Data and any attachment.

10.4 Please note that the views and opinions expressed in the Data Message are solely those of the author and do not necessarily reflect those of iMPAC.

10.5 While antivirus protection tools have been employed, you should check the transmissions for the presence of viruses. No warranties or assurances are made in relation to the safety and content of the transmittance of Data. The sender accepts no liability for any damage caused by any virus transmitted by or contained in the Data Message.

10.6 No liability is accepted for any consequences arising from the Data Message.

11 TERMINATION

These terms and conditions and your access to the Sites, Data and Systems may be terminated at any time by iMPAC without notice. All restrictions, disclaimers and limitations of liability by iMPAC will survive termination, however, you will no longer be authorised to access the iMPAC Systems, Sites or Data

12 BREACH

12.1 If you are in breach of the terms and conditions of the iMPAC Sites, Systems and Data, iMPAC reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:

- Order for specific performance and damages.
- Terminate this Agreement and claim damages.
- Institute criminal procedures where applicable and necessary.

12.2 All costs, charges and expenses of whatsoever nature which may be incurred by iMPAC in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

13 AGREEMENT

13.1 These terms and conditions constitute the sole record of the agreement between you and iMPAC with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

13.2 No data message as defined above, including but not limited to an email, sms and recorded voice message, sent by you to iMPAC shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties.

13.3 No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

13.4 Any provision under these terms and conditions, which contemplates performance or observance after any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

13.5 If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause:

13.6 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected.

13.7 The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

14 APPLICABLE AND GOVERNING LAW

The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

GENERAL TERMS AND CONDITIONS OF SALE

THE FOLLOWING WILL APPLY TO THE AGREEMENT OF SALE

I. The agreement of sale, whereby iMPAC can proceed to deduct the selected premium from your nominated account to provide cover as requested, is concluded at the time and place as per 7.3

II. Acceptance referred to in subparagraph 13.1 will occur when you select *"Proceed with request*".

III. In selecting *"Proceed with request"* you will be able to download all your selected policy terms and conditions via the iMPAC Sites or Systems. Should you not be able to access the Policy Schedule you may request a copy thereof via your nominated email address by emailing the Customer Care email address: info@impacuma.co.za or contact iMPAC on (012) 010 0697 or www.impacuma.co.za

IV. You agree that you are at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this website or "App" in accordance with all terms and conditions herein.

All terms and conditions as contained in the Policy Wording (noted in the combined iMPAC Policy Schedule) applies to this Agreement.