

B3 FUNERALS REWARDS APP TERMS AND CONDITIONS

1. B3 FUNERALS REWARDS App T&Cs

These Terms and Conditions shall apply to you if you use the B3 FUNERALS REWARDS App. In these Terms and Conditions the following words and expressions shall have the following meaning:

- 1.1. **"App"** means the B3 FUNERALS REWARDS application that can be downloaded to a mobile device for your usage;
- 1.2. **"B3 Funerals", "we", "us" and "our"** refers to B3 FUNERALS REWARDS App, registration number [2006/153328/23], and shall include its subsidiaries: B3 FUNERALS REWARDS App;
- 1.3. **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002 and all Regulations published thereunder;
- 1.4. **"Non-member"** is someone who does not have an active product with us but who is 18 (eighteen) years or older and qualifies to use our services;
- 1.5. **"Member"** is someone who has an active product with us;
- 1.6. **"Terms and Conditions"** means the terms and conditions contained in this document and includes those contained in the below Privacy Policy and Disclaimer; and
- 1.7. **"you", "your" or "yourself"** refers to a member and/ or non-member.

Please read these Terms and Conditions carefully as they govern your use of the B3 FUNERALS REWARDS App and any service accessed through the App.

If you are uncertain and/ or do not agree with the Terms and Conditions then you should not accept them. Please note that we will only be able to provide you with the services on the App in the event that you have accepted these Terms and Conditions by clicking on the "REGISTER", "CONFIRM" and/ or "ACCEPT" button when downloading the App and by making use of any services through the App.

Moreover, by clicking on the "REGISTER", "CONFIRM" and/ or "ACCEPT" button you consent that we may contact you, or send you promotional material or details, about any of our products or services which we think may be of interest to you.

We reserve the right, in our sole discretion, to amend these Terms and Conditions from time to time. You agree to review these Terms and Conditions whenever you access our App in order to familiarise yourself with the most recent and up to date version thereof. The amended version of these Terms and Conditions will supersede and replace all previous versions thereof.

2. B3 FUNERALS REWARDS App Downloads

As soon as you have downloaded the B3 FUNERALS REWARDS App, finalised your registration and made use of any service on the App you will be become bound to these Terms and Conditions.

The B3 FUNERALS REWARDS App may be installed and used on multiple mobile devices for the sole purpose of accessing the available services.

It remains your sole responsibility to ensure that your mobile device is capable of downloading the B3 FUNERALS REWARDS App. Although the B3 FUNERALS REWARDS App may be downloaded free of charge, you remain solely responsible for paying data-related charges and costs levied by your third party network service provider when downloading or making use of the App.

In order to ensure the optimal functioning of the B3 FUNERALS REWARDS App we recommend that you make use of a mobile device with Android version 5 and up or iOS version 8 and up. Older versions may experience difficulties or have limited App usage available. You must also check for software updates regularly as these may contain certain important updates for the functioning of the B3 FUNERALS REWARDS App.

It shall be your sole responsibility to delete or remove the B3 FUNERALS REWARDS App from your mobile device if you transfer or sell such device to a third person and we will not be held liable for any loss or damages incurred should you fail to do so.

3. Use of Services via the B3 FUNERALS REWARDS App

B3 Funerals reserves the right to, within its reasonable discretion, terminate and/ or limit your access to the B3 FUNERALS REWARDS App at any time.

The B3 FUNERALS REWARDS App will only be available for use by members whom have paid their relevant B3 FUNERALS REWARDS App membership fee.

We hereby confirm that the B3 FUNERALS REWARDS App makes use of third party service providers (i.e. Google Play Store & OneSignal) for operating purposes. On account of the aforementioned, you undertake to familiarise yourself with the electronic “terms of use” of these said third party service providers and agree to adhere thereto at all times and to the fullest extent that same applies to you via your use of the B3 FUNERALS REWARDS App.

Unless expressly indicated to the contrary, calculations and/ or prices displayed on the B3 FUNERALS REWARDS App are approximations only and are intended as guidelines.

Subscribing to any service or buying any product via the B3 FUNERALS REWARDS App is, in addition to these Terms and Conditions, subject to such relevant service's and/or products specific terms and conditions as well as applicable legislation.

Links on the B3 FUNERALS REWARDS App to third party websites are provided for convenience only and may be discontinued at any time. The fact that B3 FUNERALS REWARDS App provides a link to a third party website via the App does not mean that we endorse, authorise or sponsor such a website nor does it indicate that B3 FUNERALS REWARDS App is affiliated to such website's owners or sponsors.

4. B3 FUNERALS REWARDS App Intellectual Property

All content made available on the B3 FUNERALS REWARDS App (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) as well as the compilation thereof belongs to B3 Funerals and is protected by South African copyright laws.

Except if expressly permitted in these Terms and Conditions or another written agreement with B3 Funerals, no portion of the B3 FUNERALS REWARDS App may be copied or transmitted via any means whatsoever.

Any unauthorized use, alteration or dissemination of the information or content on the B3 FUNERALS REWARDS App is prohibited. Nothing on the B3 FUNERALS REWARDS App should be regarded as granting any license or right to use any B3 Funerals trademark without our prior written permission.

B3 Funerals does not accept liability for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information from the B3 FUNERALS REWARDS App. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

Unless expressly indicated to the contrary, all information, products and/ or services displayed on, or accessed through the App is for your personal and non-commercial use only.

5. No Liability

5.1 By using our B3 FUNERALS REWARDS App, you agree to indemnify us, our shareholders, employees, suppliers, group companies, contractors, consultants, network operators, partners, affiliates and agents in respect of any claims, costs (including legal costs), expenses, loss, liabilities, damages (whether direct or indirect damages), demands, actions or other legal proceedings arising from or as a result of:

- 5.1.1 accessing our B3 FUNERALS REWARDS App or any third party App/ website;
- 5.1.2 your inability to access our B3 FUNERALS REWARDS App or any third party App/ website;
- 5.1.3 any decisions that you make based on the information published on our B3 FUNERALS REWARDS App;
- 5.1.4 your use of our B3 FUNERALS REWARDS App or any tools contained on our B3 FUNERALS REWARDS App or your reliance on any information on the B3 FUNERALS REWARDS App;
- 5.1.5 the submission by you of any personal information on the B3 FUNERALS REWARDS App or the sending of any personal information by you to us or by us to you;
- 5.1.6 any steps that we take on your behalf, where you asked or instructed us to do so;
- 5.1.7 any errors or inaccuracies contained in any information that you have provided to us, or contained in any information published on our B3 FUNERALS REWARDS App;
- 5.1.8 the use by any third party of our B3 FUNERALS REWARDS App, using your B3 FUNERALS REWARDS App access details (username and password);
- 5.1.9 the breach of any intellectual property rights arising from your use of our B3 FUNERALS REWARDS App;
- 5.1.10 any interruption, delayed or failed transmission experienced in using our B3 FUNERALS REWARDS App;
- 5.1.11 any viruses that may corrupt your computer or system as a result of your use of the B3 FUNERALS REWARDS App; or
- 5.1.12 your failure to abide by these Terms and Conditions;
- 5.1.13 B3 Funerals does not accept liability for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off this website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible

so that we can address the problem.

B3 FUNERALS REWARDS App Disclaimer

By using the B3 FUNERALS REWARDS App you acknowledge and agree to the following Disclaimer:

Use of the App and any related products or services shall be governed by, and construed in all respects, in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts.

Use of the B3 FUNERALS REWARDS App or the information, products and services available on this App is at your own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the ECTA, we accept no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the use and/ or reliance upon the information on the B3 FUNERALS REWARDS App or any actions or transactions resulting there from even if we have been advised of the possibility of such loss, expense, claim or damages.

We are not responsible for any error or delay that may arise as a result of you being unable to access the App or related services due to error on your mobile device, software or third party service provider.

Whilst we will at all times use our best efforts to ensure that our App operates in the manner that it was designed, we cannot warrant that the related services are compatible, or will operate, with your mobile device or any software/ hardware that you have on your mobile device.

We make no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of our App or as to the accuracy, completeness or reliability of any information obtained from this App.

We also make no warranty or representation, whether express or implied, that the products, information or files available on this App are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, or your hardware or software.

We accept no responsibility for any errors or omissions on our App.

We may, in our sole discretion, at any time, suspend or terminate the operation of the App or any of the products or services provided in terms of this App, without prior notice. We may also at any time discontinue or disable certain parts of the services available through this App for the purposes of maintenance or upgrades or other causes beyond our control. In the event that these service channels are unavailable as stated, we request that you call our contact centre in order to make necessary changes or make queries on your policy.

Any competitions or events operated by B3 Funerals including any of its subsidiaries and/or its associated entities, are independent and have not been authorized, sponsored, or otherwise approved by Apple Inc.

Third parties are remunerated for their services to the brand.

By accepting the B3 FUNERALS REWARDS App Terms and Conditions and by downloading the B3 FUNERALS REWARDS App, you agree to receive Push Notifications to your mobile device (even if you aren't logged into the B3 FUNERALS REWARDS App) that provide you with B3 FUNERALS REWARDS App related information, B3 FUNERALS REWARDS App product information/ updates, promotional communication or any other related messages.

If you no longer wish to receive Push Notifications you can (i) change the "notification setting" within your device for the B3 FUNERALS REWARDS App, or (ii) uninstall the B3 FUNERALS REWARDS App from your mobile device.

General Competition Rules:

- B3 Funerals including any of its subsidiaries and/ or its associated entities ("B3 FUNERALS REWARDS App") may run competitions from time to time.
- Please note that competitions are sponsored only by the listed Promoter/ s and no other third party.
- In addition to these terms and conditions, specific competition terms and conditions will also apply.
- All competitions will be governed by laws of the Republic of South Africa.

B3 Funerals reserves the right to, upon notice, cancel or alter any aspect of any competitions at any time at its sole discretion without liability.

All our rights remain reserved.