

ACCESS ON CALL PRODUCTS AND SERVICES

1 Medical Advice Line – Nurses Line

- 1.1 A 24-hour telephonic medical advice line available for members to call at any time, via telephone for advice or information regarding general medical and health issues. The service is provided by qualified nurses and is available in all South African languages. The Service covers the following topics.
- (1) Emergency First Aid advice
 - (2) Symptom assessment and referral
 - (3) Information about chronic illness and/or medication
 - (4) Prescribed medication and drug database
 - (5) Poisoning, and information related to poisons
 - (6) Health counselling
 - (7) Stress Management
 - (8) Medical travel information
 - (9) Substance abuse
 - (10) General medical advice
- 1.2 The service is not a diagnostic service and is intended to assist members to understand their health issues and the recommended management actions to follow.

2 Trauma Counselling

- 2.1 A 24-Hour Trauma Counselling line is available in the event of any traumatic event such as hijacking, burglary, motor accident, the loss of a loved one, school bullying, suicide, diagnosis of a chronic or life- threatening medical condition, etc.
- 2.2 We provide an uninterrupted, confidential and professional telephonic counselling facility WHICH is available to customers every day of the year. Should the counsellor determine a need for additional face-to-face counselling, the member will be directed to an appropriate trauma counselling centre

3 Stress And Anxiety Counselling Support

- 3.1 Counselling support is intended to assist Members to manage social and work-related issues that create stress and emotional upheaval for Members, hampering their ability to function optimally at home and in the workplace. Our 24-hour confidential and professional telephonic debriefing and counselling facility is available to provide counselling and support to members enabling them to cope with the prevailing circumstances.
- 3.2 Counselling and Advice is provided on a wide range of issues, spanning personal and family issues, relationships, occupational and work related stress, wellness and health, trauma and general stress related.
- 3.3 The service is nationwide, utilizing the expertise of accredited professionals:
- (1) Psychologists
 - (2) Social Workers
 - (3) Trauma Counsellors

- (4) HIV Counsellors

4 Discounted Doctor Consultations

Discounted Doctor's Network	
	Members must use doctor in our GP Network however if the member wants to use their own doctor, we will contact the doctor and attempt to arrange the discounted amount however that is not guaranteed.
Network Discount %	The member will receive a 10% Discount on consultation fees excluding medication.
Limit to Number of consultations	There will be no limits to the number of consultations. The offer will be available to the member and immediate family (Spouse and children of the main member)
Procedure for Making an appointment	The member will contact the call centre (which details can found in the ACCESS APP to ascertain the availability of a doctor. The call centre will give the member the details of the doctor and will offer to make the appointment on behalf of the member. The call centre will contact the doctor and simultaneously ascertain a convenient time and date for the member. The call centre will contact the member to confirm the appointment and confirm discount fee to member.

5 My Lawyer Legal Assistance Services

5.1 The My Lawyer Legal Advice Service is a powerful, dynamic product through which My Lawyer Legal Assistance (Pty) Ltd, (hereafter referred to as My Lawyer), provides a comprehensive legal assistance service to the individual and his/her immediate family.

5.2 Services Provided

- (1) The service comprises:
- (a) A 24-hours telephonic legal advice line
 - (b) A legal document service
 - (c) 30 minute free consultation
 - (d) Letter of demand
 - (e) Find a Lawyer

(2) **Advice**

My Lawyer members and their immediate family have on-going access to a 24-hour legal advisory service **on any aspect of the law** such as criminal law, family law, insurance law, child law, labour law, motor law, etc. The member and his immediate family is entitled to utilize the advice service as frequently as required provided that the assistance shall be furnished to the member directly and only on legal matters pertaining to the member and in his or her personal capacity.

(3) **Free standard legal documents_**

If a member requires a purchase/sale, lease agreement, power of attorney, will, etc, we will provide these free at his or her request. The member will also be advised on the application of each of these documents and the procedures and principles that apply.

(4) **30 Minute Free Consultation**

This service involves a free 30-minute direct consultation with an attorney who forms part of our national network. This free consultation service is available at the attorney's office that is situated within the magisterial district where the member resides. This consultation facility is limited to one consultation per matter.

(5) **Letter of demand**

My Lawyer will write a letter of demand on behalf of the member. This is limited to 1 letter per event.

(6) **Pre-Litigation assistance**

If a matter is of such a nature that the member has to consider litigation, the My Lawyer legal team of experts will assess all the facts and circumstances and research the matter thoroughly in order to ascertain which way a case should be approached. My Lawyer will gather the necessary information and documents to assist the member up to the stage where the case needs to be handed over to an attorney for litigation.

(7) **Find a Lawyer**

After completion of the pre-litigation phase, My Lawyer will suggest 2 top attorneys firms which will be the best for the job. This will enable the member to make the correct decision when choosing an attorney. My Lawyer therefore assist the member towards finding the right lawyer for his/her problem.

5.3 **Our hassle-free procedure**

(1) Our hassle-free Service Procedure:

(2) The member calls the My Lawyer call centre number and provides My Lawyer with full information of the circumstances and services required.

(3) The call centre advisor will assess the situation and inform the member of the procedure pertaining to the service; and

(4) Advise the member; or

(5) Refer the member to an attorney in his town for a free 30 – minute direct consultation; or

(6) Forward a standard legal document to the member if such was needed; or

(7) Inform the member that the nature of the matter necessitates more research after which a lawyer would return the member's call with the requested advice.

(8) When necessary and if litigation is the only option left top the member, My Lawyer will further investigate the matter and assist up to stage where case needs to be handed to an attorney for litigation.

(9) My Lawyer will then suggest 2 top attorneys firms to the member which My Lawyer thinks would be the best attorneys to handle the members problem.

5.4 **Accessing the Legal Benefit**

For Cell C on Call assistance, the subscriber needs to call 084 190 1135 and provide their cell/mobile number for verification purposes and service will be provided

ACCESS PLUS AND ACCESS PREMIUM

1 DEFINITIONS:

1.1 "ACCESS Programme" or "ACCESS" – means the programme offered to Members in terms of which they qualify for the ACCESS Benefits and the Products and Service. For more information about the products and services please visit the ACCESS product page [ACCESS \(cellc.co.za\)](https://www.cellc.co.za/ACCESS)

- 1.2 "Agreement" – means these terms and conditions as set out herein.
- 1.3 "Cell C" - means Cell C Limited registration number 1999/007722/06 or any of its successors in title or permitted assigns.
- 1.4 "Evolve" - means Evolve Value Added Services Proprietary Limited (registration number: 2018/416917/07).
- 1.5 "Member" – means any person who has successfully enrolled in the Access Programme.
- 1.6 "Membership Fee"– means the monthly consideration payable by the Member to Cell C.

2 Introduction:

- 2.1 The ACCESS Programme is offered to the Cell C contract customer base as an opt in membership providing exclusive wellness and lifestyle services provided by Evolve (Pty) Ltd.
- 2.2 Membership Benefits are provided via the ACCESS app.
- 2.3 Members of the ACCESS Programme receive either discount rates and/or value-added services across various wellness and lifestyle products.
- 2.4 Evolve has secured a wide range of benefits in the form of discount opportunities from its subsidiaries, affiliates and from third party suppliers from time to time for the Member to participate in as a benefit.
- 2.5 These terms and conditions constitute an agreement between Evolve and the Member governing the rights and obligations of both parties each time the Member accesses the ACCESS Programme.
- 2.6 By joining and accessing the ACCESS Programme either telephonically, via a Cell C store or through the ACCESS App, the Member confirms that he/she has read, understood, and agreed to be bound by these terms and conditions, as they may be amended from time to time.
- 2.7 If there is anything in the terms and conditions that requires an explanation, please contact the customer care centre on 0860 484 484.

3 Enrolment:

- 3.1 The following requirements need to be complied with to enrol as a member of the ACCESS Programme:
 - (1) Enrolling via the customer care centre on 084 11 438 48; and/or in store; and
 - (2) Paying the membership fee via debit order or through your existing Cell C subscriber agreement.

4 Grocery Coupons from Checkers, Shoprite and Dischem:

- 4.1 The ACCESS Programme offers wellness and grocery coupons to the Member on a monthly basis. These coupons can be viewed and redeemed via the ACCESS App and are redeemable only at Shoprite/Checkers/Checkers Hyper stores and Dischem nationwide.
- 4.2 Coupons are subject to stock availability.
- 4.3 ACCESS will endeavour to provide a suitable variety of coupons and brands on a monthly basis.
- 4.4 Each Item is redeemable up to five (5) times per month per Member.
- 4.5 Coupon prices can change at the brand's discretion, however, once Evolve is made aware of this they will communicate this via the Notifications tab, in the ACCESS app, within twenty-four (24) hours.

4.6 Once the Member selects their desired coupon for a specific product on the ACCESS App, the Member clicks on 'purchase'. The coupon code gets automatically 'sent' to the Members Wallet in the ACCESS App. For ease of storing and use, when the Member is ready to redeem, the coupons at the above-mentioned retailers, the Member can access the discount code by access their Wallet tab in the ACCESS app.

5 Lifestyle Benefits and Travel Desk:

5.1 The ACCESS Programme offers access to over two hundred (200) discounts and savings at various brands as well as travel discounts to the Member, on a monthly basis. These benefits can be viewed and redeemed via the ACCESS App.

5.2 Discount partners as well as savings and deals are subject to change without prior notification.

5.3 Discount partners have multiple redemption processes, and these must be followed in order to receive the relevant savings, deal or benefit.

5.4 No saving, deal or benefit provided by discount partners is redeemable for cash.

5.5 Evolve is not liable for the service rendered to Members by any discount partner or other third party.

5.6 Discount partners' own terms and conditions apply.

5.7 Access to the travel benefit is limited to verified members only.

5.8 Verification is done at the first point of interaction.

5.9 The Travel desk is only accessible Monday to Friday, from 08h00 to 16h30.

5.10 The Travel desk is closed on weekends as well as public holidays.

5.11 Access to the benefit is unlimited and Members may submit multiple requests at their leisure.

5.12 All quotations are valid for twenty four (24) hours only due to pricing fluctuations in the industry.

5.13 Peak season surcharges may apply.

5.14 Bookings are subject to a booking fee.

5.15 Any booking shall remain 'unreserved' until such time as payment is made in full or according to any payment arrangement agreed upon by both parties.

5.16 The Travel desk reserves the right to refuse to render service to any individual Member who is or has acted in any unduly manner towards any travel consultant or who attempts to receive services through any deceptive action.

5.17 Service provider products, services and payment terms and conditions apply.

6 Virtual Assistant:

6.1 The ACCESS Programme offers access to a virtual assistant to the Member, on a monthly basis. This service can be viewed and redeemed via the ACCESS App.

6.2 Benefits of this product include providing the member with assistance as follows:

- (1) travel assistance with your flights, accommodation, car hire and tourist information;
- (2) leisure and lifestyle information on the nearest restaurants, spas, etc.;
- (3) home and family - providing events and entertainment information as well as information with child-related services; and

- (4) a national complement of accredited assistance service providers who will assist with roadside emergencies and home emergencies.

6.3 The services are only applicable when the service is requested through Evolve.

6.4 You hereby acknowledge and agree that parts, repairs, maintenance services and such other goods and services as indicated above are payable to the provider of the services. Evolve shall neither incur nor be liable for any of the costs of the items on your behalf.

6.5 Process to contact the Virtual Assistant:

- (1) The Member may call the number, via the ACCESS App or the number provided to the Member in the ACCESS Welcome Mailer. An agent will request your needs and advise on a solution.
- (2) The Member will be given the contact details of a service provider in their area, who will then provide the Member with a quotation for the required service/s or the details of the service provider whom you may contact directly.
- (3) The virtual assistant service is available from 08:00 to 16:30, Monday to Friday. Services are on 010 211 5961 (not zero rated).

7 Links to other Websites:

7.1 External links may be provided for your convenience, but they are beyond the control of Evolve and no representation is made as to their content.

7.2 Use of or reliance on any external links is at your own risk.

8 Cancellation Policy:

8.1 The Member is required to provide Cell C with a calendar month notice period of its intention to terminate this agreement by contacting customer care on 084 135 or through the ACCESS App.

9 Copyright and Intellectual Property Rights:

9.1 Copyright and all intellectual property rights in and to all materials, texts, drawings and data made available on the website (collectively **Materials**) are owned by Evolve and/or Cell C, alternatively, Evolve and/or Cell C is the lawful user thereof. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the Materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights.

9.2 The trademarks, names, logos and service marks (collectively **Trademarks**) displayed on the website are the registered and unregistered trademarks of Evolve and/or Cell C.

9.3 Nothing contained on the website should be construed as granting any license or right to use any trademark without the prior written permission of Evolve and/or Cell C.

10 Public Forums and User Submissions

10.1 Evolve and/or Cell C is not responsible for any material submitted to the public areas by you (which include bulletin boards, chat rooms, social/active networking or any other public area found on the website).

10.2 Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by Evolve and/or Cell C.

10.3 Evolve and/or Cell C reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion, that there is a possibility that you may:

- (1) defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;
- (2) publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;
- (3) violate any copyright, trademark, other applicable laws or intellectual property rights of Evolve and/or Cell C or any other third party;

11 submit contents containing marketing or promotional material which is intended to solicit business. You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or which violates any applicable laws and you hereby indemnify Evolve and/or Cell C against any loss, liability, damage or expense of whatever nature which Evolve and/or Cell C or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website. General

- 11.1 Cell C and/or Evolve reserve the right to suspend ACCESS and its benefits in its sole discretion, including when any fraudulent activity is suspended, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C and/or Evolve shall be entitled to terminate ACCESS service and/or benefits.
- 11.2 Cell C and/or Evolve may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to use ACCESS, you agree and understand that you will be bound by the amended terms and conditions.
- 11.3 It is important that you understand that all customers who make use of ACCESS indemnify Cell C and/or Evolve, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from their use of ACCESS and its benefits.
- 11.4 Cell C and/or Evolve has the right to withdraw or shorten the duration of the ACCESS service and/or benefits in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against Cell C and/or Evolve in this event.
- 11.5 These terms and conditions constitute the sole record of the agreement between you and Cell C and/or Evolve in relation to the subject matter hereof. Neither you nor Cell C and/or Evolve shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Cell C and/or Evolve in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon Cell C and/or Evolve unless agreed to by Cell C and/or Evolve. No indulgence or extension of time which Cell C and/or Evolve may grant to you will constitute a waiver of or, limit any of the existing or future rights of Cell C and/or Evolve in terms hereof, save in the event or to the extent that Cell C and/or Evolve has signed a written document expressly waiving or limiting such rights.
- 11.6 Cell C and/or Evolve shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions to any third party without notice to you.
- 11.7 All provisions of these terms and conditions are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these terms and conditions shall remain of full force and effect.
- 11.8 These terms and conditions shall be governed by and construed in accordance with the laws of South Africa without giving effect to any principles of conflict of law. You hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division,

Johannesburg in respect of any disputes arising in connection with these terms and conditions or any matter related to or in connection therewith.

11.9 These terms and conditions were last updated in October 2023.

