

### **Legal Terms of TSA WebConnect**

Should there be any discrepancy between TSA WebConnect and the policy applicable to the scheme, the policy will apply in all cases. Cover values represented on TSA WebConnect may be subject to evidence of health limits, benefit maximums or limits and other policy conditions. We strive to ensure that all information gathered off TSA WebConnect is correct at the time of processing the data. Any discrepancies should be raised with the TSA Team.

#### **Capacity**

By making use of TSA WebConnect, you confirm that you are entitled to visit TSA Administration (Pty) Ltd's sites and agree to the terms in this section because you have the legal right and capacity to do so, as endorsed by the policy holder linked to your cover/scheme.

#### **Conflict**

If there is a conflict of meaning between anything contained in these terms and any policy relevant to the scheme, the policy will prevail in respect of the group risk cover.

#### **Accurate information**

You warrant that you will only give accurate information to TSA Administration (Pty) Ltd through TSA WebConnect.

#### **Own risk**

We provide TSA WebConnect 'as is'. We do not give any express or implied warranty or make any other warranties about TSA WebConnect.

#### **Indemnity**

You indemnify us against any claim, demand, loss, damage, cost, or liability (including attorneys' fees on the attorney-client scale) related to your use of TSA WebConnect.

#### **Online services – Registration**

Each authorised user must provide their member or personal details, their contact details, and any other information requested by us to complete the registration process. The required member or personal details may include but are not limited to:

- first name, surname or last name, date of birth, gender, identifier or identity type, email address, mobile number and postal address.

#### **Access**

Only authorised users may access the services by using the credentials issued to them and agree:

- to keep their credentials secure
- not to provide access to any person other than an authorised user
- not to interfere with the functionality or proper working of the service
- not to introduce any viruses or other malicious software into the service; and
- not to use the service for direct marketing, spamming, unsolicited communications, or other advertising or marketing activities prohibited by applicable law.

#### **Security**

Each authorised user is responsible and liable for activities that occur under their account. You authorise TSA Administration (Pty) Ltd to act on any instruction received from an authorised user, even if it transpires that someone else has defrauded both TSA Administration (Pty) Ltd and you. You will be required to inform TSA Administration (Pty) Ltd in writing should it come to light that someone had gained unauthorised access to your system profile. TSA Administration (Pty) Ltd is not liable for any loss or damage suffered by you attributable to an authorised user's failure to maintain the confidentiality of their credentials. TSA Administration (Pty) Ltd is not liable for any loss or damages suffered by you if you use a device to access TSA WebConnect or its services where the manufacturers limitations have been removed causing increased vulnerability to malware.

#### **Not advice**

The services that TSA Administration (Pty) Ltd provide through their sites are general in nature and do not amount to advice in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS). They are intended to supplement, but not replace, the services of a financial advisor. The

services cannot determine whether a particular financial service or product will be appropriate or beneficial to you. Please talk to a financial advisor before signing up for a particular financial service or product.

### **Links**

We may provide you with links to other websites or applications as part of the services. We do so for your convenience and in no way imply that we endorse or are associated with the linked website in any way.

### **Third party software**

Some software used in our services may be third party software that we will make available to you in accordance with third party software license terms. You agree that the use of the services is subject to these third-party software license terms and that they may change from time to time. Please note that there may be provisions in the third-party software license agreement that expressly override some of these terms.

### **Secure URL**

When accessing the sites through your browser, you must only log in to your account from a page that begins with <https://connect.tsaadmin.co.za>

### **Phishing**

We will never ask you to confirm your username and password or other sensitive information by clicking on any links in an email other than the email link we send you at registration to verify your email address and when you upload member data and wish to know when it is successfully completed. Be aware of 'phishing' attacks where criminals attempt to obtain your sensitive information by sending you an email, masquerading as an email from us, asking you to access your account or verify information via links in the email, or diverting you to a fake TSA Administration (Pty) Ltd website or application. Please report any suspected phishing attacks to us immediately to prevent any harm to you or other users.

### **Why we need your personal information**

We collect your personal information so that we can assist the insurers to effectively:

- administer your risk policy
- administer any claim
- communicate with you

### **Keeping your personal information safe and confidential**

We will take care in keeping your personal information safe and obey any legal requirements relating to the protection of your personal information. We take the protection of your data very seriously and will do our best to ensure that it is not damaged, compromised or lost in any way. However, when you upload your data into our system you do so at your own risk, and we may not be held responsible for any of your data stored within our system to the extent allowed by applicable law. TSA Administration (Pty) Ltd is responsible for complying with our obligations and you are responsible for complying with your obligations under applicable laws governing your data. We both acknowledge that we are not investigating the steps the other is taking to comply with any applicable privacy and protection of data or personal information laws.

### **Privacy**

We respect your right to privacy and, therefore, aim to ensure that we comply with the legal requirement of the POPI Act, which regulates the manner in which we collect, process, store, share and destroy any personal information, which you have provided to us. Information provided will only be used for its intended purposes.

### **Security of TSA WebConnect**

We will ensure that:

- We host TSA WebConnect in a secure server environment that uses firewall and other advanced security measures to prevent interference or access from outside intruders.
- TSA WebConnect, that is made available to you, uses advanced security measures in its design and configuration to prevent interference by or access from outside intruders.
- The information you give to us that is stored on or passes through our system is protected. We use encryption to protect the personal information you give us where appropriate.
- The links from our systems to systems under the control of third parties are secure.
- We perform regular backups of data to ensure it can be recovered in the case of a disaster.

## **Recommended security responsibilities**

You should:

- Install and activate appropriate security software on your device. This should include anti-virus, anti-spyware and anti-spam software.
- Log out after you have transacted electronically.
- Regularly install internet browser and application updates when released.
- Ensure the necessary security of your device by utilizing functions such as device auto-lock and making use of biometric or pin access codes.
- Be aware of and take steps to mitigate the risks that you may face if you have removed the limitations set by the manufacturer of your device, including increased vulnerability to malware.
- Never share your passwords with anyone.
- Regularly change your password and ensure that you report any incident of your password being compromised immediately.
- Never write passwords down and store them anywhere in your office or home. Do not store passwords in a file, on a computer system or mobile devices (phone or tablet) without encryption.
- Do not use the 'Remember Password' feature of applications, for example, web browsers.
- Make your password as strong as possible, e.g. use a combination of numbers, letters and special characters, and ensure that it is of a sufficient length.

## **Contact us**

Please report any suspicious or unauthorised activity relating to TSA WebConnect to us directly. You may contact us via the [Contact Us](#) page on our website or by emailing [systemsupport@tichsmith.co.za](mailto:systemsupport@tichsmith.co.za)