

Contact Details:

Phone: 086 1st LIFE (086 178 5433)
Email: marketing@FirstLife.co.za

Terms & Conditions

1. Definitions and Interpretation

1.1. In these Terms and Conditions, the words hereunder will have the meanings assigned to them below:

- 1.1.1. "FirstLife" is the provider of the online quotation systems and lead generator as defined in this document;
- 1.1.2. "Agreement" shall mean and be referred to as a combination of the Lead Purchase and Membership Terms & Conditions, the FirstLife Membership Application and the FirstLife Disclosure documents.
- 1.1.3. "Effective date" means the date that FirstLife, alternatively, a duly authorized representative of FirstLife signs the agreement which needs to already be signed by the Member, and, upon FirstLife receiving the full monthly payable premium irrelevant of the day of the month that the Member signs the agreements, and, upon the activation of the Member's User Profile by the Company on the system;
- 1.1.4. "Lead" means a request by a Prospector using one or more of FirstLife's digital marketing channels or any other electronic request by the Prospector for a quote, contact request or the like, for the services for which the Member has signed up.
- 1.1.5. "Region" means the geographical regions on the FirstLife PALMS system.
- 1.1.6. "Age" means the age bands on the FirstLife PALMS system.
- 1.1.7. "Income" means the income bands on the FirstLife PALMS system. This income is the gross household income as given by the Prospector to FirstLIFE via one of the FirstLIFE systems;
- 1.1.8. "The Member" means the party to this agreement, who will, provided that such Member has been accepted by FirstLife, have access to leads on the FirstLife system;
- 1.1.9. "The Company" means FirstLife Online Intermediated Solutions (Pty) Ltd and/or FirstLife;
- 1.1.10. "FirstLife System and/or FirstLife PALMS System" means the FirstLife PALMS lead management systems where leads are drawn from by Members;
- 1.1.11. "Member Rating" means the process by which a Prospector rates the service provided by the Member through a process made available by the Company to the Prospector.
- 1.1.12. "Working day" means any day, excluding weekends and public holidays within the Republic of South Africa.
- 1.1.13. "Lead Credits" means a credit provided by FirstLife to the Member.
- 1.1.14. "Lead Pricing Sheet" means the form attached hereto where the Member chooses the relevant lead profile they wish to receive, and the pricing which is shown on that sheet.
- 1.1.15. "The Parties" means the Company and the Member.
- 1.1.16. "Aged Lead/s" means a lead which exists on the system available to the Member but which is older than 5 (five) working days.
- 1.1.17. "Fresh Leads" means a lead younger than (7) five days old.
- 1.1.18. "Bad Leads" means a lead which, in the sole discretion of the Company, will derive no benefit to the Member. This includes but is not limited to bad data, duplicate lead/s, just testing and broker testing as defined below, and, non-contactable lead and non-insurable interest as mentioned in paragraph 8 below.
- 1.1.19. "Bad Data" means, but not limited to, if the telephone number of the Prospector is incorrect or does not exist, or, if the name is, in the sole discretion of the Company, fictitious.
- 1.1.20. "Duplicate Lead" means, if another Member of the Company has received the same lead then the Company will, at the Company's sole discretion, credit the Member in such an instance. If a Member suspects that another of the Company's Member/s has been in touch with the Prospector then a concession/rebate is to be requested by the Member from the Company as set out in these terms and conditions. If the lead is found to be a duplicate then the rebate will be awarded, if not, then the Member will be liable for the lead. It is solely within the discretion of the Company whether in such an instance, a rebate and/or concession are applicable to the lead.
- 1.1.21. "Just testing" means if a natural and/or juristic person requests an online quote in respect of and arising out of a project or assignment then, in such an instance, a concession/rebate is to be requested by the Member from the Company as set out in these terms and conditions. It is solely within the discretion of the Company whether in such an instance, a rebate and/or concession are applicable to the lead.
- 1.1.22. "Broker testing" means due to the Company's marketing and nature of its product, it is accepted that there are prospective Member/s scrutinizing the system by requesting online quotes. If the Member suspects that he or she is faced with such a scenario then in such an instance, a concession/rebate is to be requested by the Member from the Company as set out in these terms and conditions. It is solely within the discretion of the Company whether in such an instance, a rebate and/or concession are applicable to the lead.
- 1.1.23. "Payable premium" shall mean the monthly membership premium payable by the member as invoiced by FirstLife.

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1.1.24. "A Prospector" shall mean any natural and/or juristic person through which a potential lead is generated by the Prospector for the benefit of the Member using the digital marketing channels of FirstLife.

1.1.25. "A Concession/Rebate" shall mean a reimbursement, alternatively, reversal of a lead amount payable by the Member to the Company.

1.1.26. "Billable Lead" shall mean a lead pulled or allocated to the Member and for which the Member will be billed by the Company.

2. Intention of Agreement

2.1 The intention of the Agreements as defined in paragraph 1.1.2 is to set out the relationship between FirstLife and the Member in respect to which the Member will be given the ability to access FirstLife's system with the intend to obtain a lead of which the Member will be liable to FirstLife for payment of such lead acknowledging that there may or may not be a benefit to the Member stemming from such lead. This agreement sets out the terms and conditions and the payments to be made by the Member to FirstLife in respect to allowing the Member such access.

3. Commencement, Duration and Termination

3.1. The Agreement shall come into effect upon the effective date.

3.2. The agreements shall continue until terminated in terms of this agreement. It is agreed by the Member that it is within the sole discretion of FirstLife to give notification of a change in price of any selected profile. Such notification will not terminate the agreement and when such notification is given, of which the Company shall give the Member seven (7) days' notice of the proposed change, the Member has 7 days within receiving such notice to terminate the agreement in terms of the termination clause as contained herein.

3.3. Once notified, and provided that the Member has not object as stipulated in paragraph 3.2, then, the Member will be requested to sign a new purchase order to reflect the new change in price before commencing with drawing of new leads, however, should the Member not do so, the new price will still be effective after the notice period, and any leads taken after the end of the notice period will be charged and payable at the new price.

3.4. The Company shall send notice of such activation to the Member for verification.

3.5. This agreement shall commence on the effective date and shall continue for a minimum period of three (3) months (initial period). Thereafter, a (3) months cancellation period is required should a Member wish to cancel their membership with FirstLife. The Member shall not be entitled to give notice in the initial period. Notice of termination may only begin after the expiry of the initial period. Hence, this agreement is for a minimum membership period of (6) six months. If no notice is given after the initial period the agreement will continue on a month to month basis with the Member to comply with the (3) three month notice period.

4. Fees, Charges and Billing

4.1. Leads will be billed at the agreed price, agreed as per the Lead Purchase Form of which the Member acknowledges understanding and being bound to. Lead pricing is done on a profile basis of which the Member acknowledges having read and agreed to. For clarity, the Member accepts such pricing structure as contained on the Lead Pricing Form which the Member acknowledges to be bound to.

4.2. Leads will be debited on a pay-as-you-pull basis. The Member acknowledges and agrees that when utilizing the system and the Member clicks and/or accepts a lead in the system that the Member will automatically become liable for the pricing associated to that lead as per the Lead Purchase Form. If the Member objects to the debiting of the fee debited by the Company then the Member is to request a refund and/or concession as per the agreement.

4.3. The Member will be billed by a direct debit order off their bank account, or their credit card, as per the Membership Agreement payment form, of which is annexed hereto head "FirstLife Membership Application form".

4.4. Members will be billed every R 2 500 or once a month on the debit order collection date, whichever comes first.

4.5. The Member agrees to pay any deposit as required by the Membership Application Form, which forms part of this Agreement. A deposit may also be asked if a Member wishes to join, but has a negative credit history.

4.6. The Member will be invoiced monthly in advance for the membership premium / fee.

4.7. The Member will be invoiced monthly in arrears for the leads which have been taken, or as per 4.4 above.

4.8. The Company will collect all outstanding monies, as invoiced, via direct debit to the Members Bank Account or Credit Card as per the Membership Application Form.

4.9. No leads may be taken on a pay as you go basis if the Member has not been pre-approved by the Company and is an actively paying member of FirstLife.

4.10. The Member irrevocably agrees that the Company and any of its duly authorized individuals will be entitled to do a full financial and ITC investigation of the Member prior to and/or post the effective date. The Member acknowledges and agrees that this might well require the Company and/or its duly authorized representative to make telephonic enquiries and/or written enquiries and the Member hereby acknowledges and agrees to the Company being entitled to do so. Should the Member have a negative credit history, alternatively, any portion in the investigation of which the Company may, within its sole discretion, deem to be adverse to the Company then the Company may either refuse the Member, alternatively, immediately, with or without notice, terminate this agreement, and, the Company reserves the right to request a deposit from the Member to secure the purchase of leads.



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- 4.11. In the event that the Member's debit order or credit card payment is stopped, or returned unpaid, the Company shall be entitled to charge a processing fee of R171.00 per failed payment, in addition to amounts outstanding, a reconnection fee as described in paragraph 4.10 below if applicable, and any legal cost incurred in recovering outstanding payments on the attorney and Member scale.
 - 4.12. In the case of services being suspended due to non-payment, a reconnection fee of R595 will be payable before services are restored.
 - 4.13. In the event that a debit order amount is recalled for any reason whatsoever, the following conditions shall apply:
 - 4.13.1. The Member shall have a period of three (3) working days from notification of FirstLife to settle the outstanding amount and supply proof of payment to the Company.
 - 4.13.2. Should the Member fail to settle the outstanding amount within the aforementioned three (3) working days, the Member account and all FirstLife services shall be suspended.
 - 4.13.3. In the event of the suspension of services to the Member as mentioned in paragraph 4.13.2 above, the Member shall have a period of five (5) days from the suspension to settle the outstanding amount.
 - 4.13.4. In the event that, after this second grace period of five (5) days, the Member has failed to settle the outstanding amount, such failure shall be considered breach of contract, and grounds for cancellation.
 - 4.13.5. Cancellation through breach of contract shall result in the removal of all Member slots from the system, and forfeiture of all deposits as cancellation fees and payment for the month of cancellation.
 - 4.13.6. The Company reserves the right to track the bank account of the Member in order to recover any outstanding amount when such amount becomes available.
 - 4.14. Should the Member wish to rejoin FirstLife subsequent to cancellation for non-payment, all registration procedures including payment of a deposit shall apply. Re-joining after non-payment shall be solely at the discretion of the directors of FirstLife.
 - 4.15. In the event of cancellation of membership by the Member, should no other amount due owing and payable to the Company be outstanding, the initial deposit may be used towards payment for the costs incurred in the month of cancellation, as well as the cancellation fee and removal of the Member from the System.
 - 4.16. In the event that a Member, for whatever reason, makes a double payment and subsequently requests the reversal of one instance of the duplicated payment, the Member shall be subject to a banking and administration fee of R 171 in order to effect the reversal of said duplicate payment.
 - 4.17. In the event that the Member's account is debited incorrectly for any reason, the Company reserves the right to delay the refund of incorrect debits to the Member for a period of forty (40) days in order to ensure that the debit order is not reversed by the Member during that time period resulting in a duplicate refund.
 - 4.18. In the event that any billing by the Company is in error, and outside of the agreed upon conditions for billing as contained in the Agreement and these Terms & Condition, then it shall be the responsibility of the Member to notify FirstLife and request a correction be made.
 - 4.19. Payments shall be made from the invoice provided by FirstLife. A late payment charge of 1.5% per month (18% APR) will be charged on all invoices not paid within the defined terms. Our Billing Department is available to help you in all billing matters.
 - 4.20. In the event FirstLife retains a collection agency or attorney to enforce any of your obligations to FirstLife, the Member agrees to pay all of FirstLife's costs on an attorney and own client scale which shall include the expenses of tracing, collection commission, and interest in respect to legal fees as well as collection costs.
5. Obligations of the Member
- 5.1. The Member undertakes to log-in to the System daily and to retrieve Leads by clicking on the "Get Lead" button. If the Member is phoned or an sms is sent to the Member notifying them that there are leads in the queue which match their profile, and the Member responds by sms or phone call to ask for a lead to be assigned to them via the system, it shall be deemed to have been pulled by the Member as if they had clicked the "Get Lead" button themselves.
 - 5.2. Upon the addition of a Lead to the FirstLife System, the Member undertakes to attempt first contact within two (2) hours of being assigned the lead. Failure to outcome the lead status from "New Lead" to another status within the first two hours, then that lead will be considered a valid lead and billed as such.
 - 5.3. In order for the System to refer our approved suppliers to the Users, the Company has to ensure that a certain standard of service is maintained by the approved suppliers.
 - 5.4. Users will ensure that they offer, in the first instance, a quote from the company for which the lead was drawn
 - 5.5. Users will keep the system up to date in terms of business sold on various leads, to which company the business went, and what the commission amount was
 - 5.6. This standard of service is monitored by the Company through feedback forms completed by the User, and in turn this feedback is relayed back to the Member in order to assist the Member in continually improving their service to the User.
 - 5.7. In addition, the Company reserves the right to perform random checks through the System to measure response time and the length of the quotation process.

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- 5.8. If FirstLife regularly receives bad feedback about a particular Member, the Company reserves the right, at its sole discretion, to terminate the Lead Agreement. However termination of the Leads Agreement by the company does not constitute a cancellation of the membership agreement. The Member will remain responsible for the balance of the term of the membership Agreement and be liable for all payments due under that agreement.
- 5.9. The Member undertakes to ensure that there is no unauthorized access to the System and to protect its passwords and other confidential information.
- 5.10. The Member undertakes to make use of the Prospector's information solely for purposes of providing such information or services as requested by the Prospector.
- 5.11. The Member undertakes to maintain as confidential any Prospector information, and agrees not to store, process, or in any other way deal with such information, other than to provide the Prospector with a quotation as requested by the Prospector.
- 5.12. The Member agrees, and understands that any lead given to the Member, is for the use of the Member only. No leads may be given to anyone who is not a FirstLIFE member, Should a member be found to be re-selling, or handing out leads to non Members, then , the Company reserves the right, at its sole discretion, to terminate the Lead Agreement. However termination of the Leads Agreement by the company does not constitute a cancellation of the membership agreement. The Member will remain responsible for the balance of the term of the membership Agreement and be liable for all payments due under that agreement.
- 5.13. A penalty of not more than 2 times the retail value of the lead may be charged for every lead the member has taken should it be proved that the member has been re-selling or handing out leads to non members.
- 5.14. The Company reserves the right to amend these Terms and Conditions from time to time by giving the Member not less than seven (7) days written notice, by email to the address specified in this Agreement. The Member undertakes to inspect the amended Terms and Conditions upon receipt of such notification from the Company, and agrees to be bound by such amended Terms and Conditions without further notice or formally signed amendments. Upon receipt of the Member receiving notification as stipulated in this paragraph then the Member shall have (7) seven days to object or to request termination of the agreement, failing which the amended terms shall be deemed to be acceptable to the Member.
- 5.15. It is agreed between the Company and the Member that no relaxation or variation given by the Company shall be of any force or effect unless reduced to writing and signed by both parties.
- 5.16. The Member acknowledges that these agreements set out the entire agreement between the parties, and, neither the Company, their servants nor agents have given any warranties or made any statements or representations of any nature whatsoever which are not recorded in this agreement and the Member acknowledges that he has not been induced to enter into this agreement or any other agreements by reason of any representation or warranty give or made by the Company, either agent or servants save insofar as any representation or warranty is recorded in this agreement/s.
- 5.17. The Member hereby chooses as its *domicilium citandi et executandi* for all purposes arising out of this agreement and for service of any documentation the address of:
_____.
- 5.18. The parties agree that this agreement is the entire agreement between them and no representation, warranties or undertakings not contained or recorded herein shall be of any force or effect.
- 5.19. No alteration, variation or novation on this lease or any alleged cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by the parties.
- 5.20. Notwithstanding anything contained in this agreement, it is irrevocably agreed that the Member indemnifies, and holds the Company, its agents and/or employees harmless in respect of any damages, loss or injury or any other event of whatsoever nature, of which such event can result in damages, loss or injury to the Member during the duration of this agreement. For clarity the Member irrevocably indemnifies the Company and/or its Agent and/or its Employees against any loss however arising as or sustained resulting from the agreement.
- 5.21. Each clause and/or some clause of this agreement is severable from the other and agreed that if any clause is found to be effective or unenforceable for any reason of any competent Court then the remaining paragraphs will be off full force and effect.
- 5.22. The e-mail address that the Member will accept notices of which the Member agrees to accept notice via e-mail the e-mail address elected by the Member is:
_____ @ _____.
- 5.23. This agreement is the entire agreement between the parties but in the event of one or more of the paragraphs being found to be void, alternatively, unenforceable by a competent Court for any reason whatsoever then it is agreed that those paragraphs are severable from the balance of the agreement and the balance of the agreement is to remain binding between the parties.
6. Obligations of the Company
- 6.1. The Company cannot be responsible for internet service providers or communications infrastructure failing to deliver essential services in order for the System to maintain its accessibility.
- 6.2. The Company will whenever possible give reasonable notice of downtime for purposes of scheduled maintenance to the Member. The Company cannot be held responsible for unscheduled downtime due to infrastructure failure.
- 6.3. The Company may, at its own discretion, amend the Age Categories, Regional Bands or Income Bands as it deems fit to ensure better fulfillment for the Member and the Prospector.

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7. Jurisdiction

7.1. The Agreement shall be governed by South African law, and the Parties hereby irrevocably agree to the jurisdiction of the Magistrate's Court holding jurisdiction in respect to any dispute arising from this Agreement.

8. Replacement, Refund or Dispute Action:

8.1. The Member agrees not to initiate any action against FirstLife without first contacting FirstLife and working to resolve any claim or issue they may have.

8.2. FirstLife reserves the right to suspend service due to non-payment of fees.

8.3. In the event of cancellation after work has begun, the Member will incur a cancellation fee of up to the total cost of the invoice at FirstLife's discretion.

8.4. The Member acknowledges that there are no refunds for slow delivery. The Member acknowledges that there is no time promise for any leads. FirstLife endeavors to keep the leads fresh, and will always ensure that there are more clients pulling leads than leads available for this purpose.

8.5. FirstLife offers several types of leads, "Fresh" being defined as a lead generated within (5) five working days of the date on the lead whether or not the lead was generated and "Aged" being anything that is in excess of 5 working days old.

8.6. FirstLife will not replace, refund or offer a credit for any "Aged" leads except as set out in this agreement.

8.7. FirstLife's PALMS system allows the Member a rebate/concession for bad leads provided that the bad lead protocol is carried out and provided the Member falls within the ambit of being entitled to a rebate/concession for the bad lead. For clarity, the Member will only receive a rebate/concession if indeed it is a bad lead. It is further the Member's responsibility to act within the time periods and conditions contained in this agreement, and for the Member to act honestly and with integrity when dealing with bad leads. Notwithstanding the rebate/concession available to the Member on the bad leads, it is solely within the discretion of the Company even if the criteria are met to refuse to reimburse the Member on the bad lead. Nevertheless, to fit into the criteria for an approval for a rebate on a bad lead, the following needs to be performed by the Member.

8.7.1 The Member shall apply for a rebate/concession relating to the lead in the week that the lead was pulled by the Member. Hence, the Member/s has up until 12h00am every Friday to make application for the rebate/concession on the bad lead. The failure to comply with this requirement would automatically disbar the Member from receiving the rebate/concession.

8.7.2 In the event of a Member being of the opinion that the time stipulated in paragraph 8.7.1 is impossible, alternatively, makes it impossible for the Member to discharge its obligations in terms of the Agreement, specifically, those as mentioned in paragraph 8.7.5 below, then the Member is to request, via e-mail as set out in paragraph 8.7.3 below a request for an extension for the Member to apply for the rebate/concession. If the extension is allowed then the deadline for the Member to apply for a rebate/concession shall be 12h00pm the following Friday.

8.7.3 The Member will use PALMS to request a concession by selecting the "Concession Requested" outcome in the add note filed of PALMS, and will include the reason for applying for a rebate. The Company will only credit a lead in the following situations:

8.7.3.1 Bad data, duplicate lead, just testing and broker testing, non-contactable lead, non-insurable interest and age lead.

8.7.4 The failure of the Member's lead to fall within the aforementioned four criteria's will disbar the Member from receiving a rebate.

8.7.5 In the event of the lead being a non-contactable lead then the Member is to ensure that he or she has telephoned the lead (8) eight times in a period of (4) four days to try and establish contact. The Member is to satisfy the Company of his or her compliance in terms of this paragraph. The company will attempt one more try. Should the company make contact the lead will be returned to the member, should the company not be able to make contact a credit will be granted.

8.8. FirstLife does not replace leads where the lead may have changed their mind, and or, are no longer interested, or their requirement has been fulfilled.

8.9. It is agreed between the parties that a certificate provided by the Company or its duly authorized representatives shall be *prima facie* proof of an outstanding amount due by the Member to the Company and can be used by the Company in support of a summary judgment application and the Member agrees that such proof will be liquid proof of the amount duly owing to the Company. The Member further agrees that the Company can approach any Magistrate's Court holding jurisdiction to obtain judgment in terms of any outstanding amount due and owing by the Member to the Company to obtain an Order in terms of Section 58 of the Magistrate's Court Act (as amended).

9. Services

9.1. FirstLife is in the business of online marketing, lead generation and disseminating information. Subsequently FirstLife does not guarantee any level of sales activity, lead closing rate, or website traffic. Please Note: We make no implied warranties for the volume of enquiries, sales or marketing activities.

10. DESCRIPTION OF SERVICE

10.1. FirstLife provides quality leads at affordable prices in your desired market. Members are able to pull real time qualified quoted leads using the FirstLife PALMS system.

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11. In applying for membership with FirstLIFE the Member acknowledges that the information provided in this application will be retained by FirstLIFE. The Member hereby declares that the statements made in this application and any attachments are true and complete.
12. The Member authorises the investigation of all statements contained herein, and release all parties from all liability or claims for damages with respect to furnishing such information. The Member further authorizes FirstLIFE to conduct a credit check with the relevant agencies.
13. **Membership Fees and Payment Terms.** The periodic membership fees shall be payable on a monthly basis, in advance. Membership fee payments shall be due on the 1st of the month, except for Liberty tied agents, where they can opt for their membership fees to be deducted on the Wednesday after the second Tuesday of the month.
14. **Fee Increases.** Membership fees are subject to an annual increase at the beginning of March every year. Increases will be in line with costs and inflation at the time.
15. **Lead Increases:** Due to the dynamic nature of the marketing methodology, lead prices change regularly, and are variable per brand, income, area and lead source. Prices will be shown to you before you accept the lead
16. **Re-Instatement** of the Member's FirstLIFE membership after a voluntary cancelation will be subject to a R 750.00 re-activation fee.
17. **FirstLIFE Membership** is solely at the discretion of the directors of FirstLIFE.
18. The Company shall be **entitled to charge** any legal cost incurred in recovering outstanding payments on the attorney and client scale.
19. In the case of services being suspended due to non-payment, a re-joining fee of R350 will be payable before services are restored.
20. **Ownership of the Proprietary Rights** embodied in the Site, Services, and FirstLife Technology shall remain exclusively vested in and be the sole and exclusive property of FirstLife and its licensors. In addition Customer hereby transfers and assigns to FirstLife any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to the Service. The <http://palms.firstlife.co.za> domain name, product names and logos associated with the Services are trademarks of FirstLife or third parties, and no right or license is granted to use them.
21. All members agree to use the FirstLIFE designation marks according to the guideline which will be issued to the member, and agree to abide by the code of Honesty and Integrity as described in the FAIS act. All members agree to service and interact with clients procured via FirstLIFE without prejudice to race, colour or creed. Members agree to act with the highest degree of integrity, and to uphold the principals of the FAIS act not just in law, but in spirit too.

Signed at _____ (place) on this the _____ day of _____ 20____

Member: _____ Witness: _____

Signed at _____ (place) on this the _____ day of _____ 20____

Company: _____ Witness: _____

