



# Astute Medical Aid Switch Online User Agreement

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COMPLIANCE SERVICES

DATA SERVICES

INTERMEDIARY SERVICES

RISK SERVICES

*Unlocking Financial Possibilities*

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## 1. DEFINITIONS

- 1.1 In this Service Appendix, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings, and any other terminology used in this Service Appendix in capitalized form shall have the meaning ascribed to it in the Service Agreement:
- 1.1.1 **“Agreement”** means this Astute Medical Aid Switch Service Appendix which, is an addendum to the Service Agreement, and includes all annexures hereto;
- 1.1.2 **“Astute Systems”** means all information-technology related systems, constituting all systems used by the Service Provider to render the Services as well as to maintain the Intermediary Database, between and including the points designated by all addresses belonging to the domain astutefse.com, owned by the Service Provider and/or by any third party contracted with the Service Provider;
- 1.1.3 **“Client Systems”** means all information-technology systems, constituting all systems, used by the Client to send a Request and to receive a Reply, between and including the points designated by all addresses belonging to the domain astutefse.com in the Astute Systems, but excluding the Astute Systems, owned by the Client which include third parties contracted with the Client, who is requested by the Client to send a Request and to receive a Reply;
- 1.1.4 **“Content”** means the Medical Aid Information in respect of the Data Subjects held by the Content Providers and provided in electronic form to the Astute Systems;
- 1.1.5 **“Data”** means the Content, or a combination of the Content received from the Content Providers, sent by the Service Provider to the Client Systems in the form of a Reply;
- 1.1.6 **“Medical Aid Information”** means the medical aid plan information relating to the data subject. For purposes of this Agreement, medical aid plan information shall include but is not limited to datafield(s) that potentially will be provided via the switch, on condition that the respective medical aidprovider shares the respective data;
- 1.1.7 **“Intermediary Database”** means that part of the Astute Database used to store the names of the Authorised Users;

- 1.1.8 “**Query**” means an electronic request send by the Astute Systems to the Content Provider Systems;
- 1.1.9 “**Reply**” means the Information electronically provided by the Astute Systems to the Client Systems;
- 1.1.10 “**Request**” means an electronic request sent by the Client Systems to the Astute Systems;
- 1.1.11 “**Services**” means the services rendered by the Service Provider through the Astute Systems in terms whereof the Client obtains access to the Medical Aid Information of a Data Subject by submitting a Request to and receiving a Reply from the Content Providers.

## 2. RECORDAL

2.1 The financial advisors have trouble to obtain access to medical aid information of their clients with specific reference to plan values.

2.2 The Service Provider has concluded an agreement with a major Content Provider in terms whereof the medical aid plan Information shared by various Medical Aid and Medical Insurer Companies with them will be provided to the Service Provider upon request and subject to the terms and conditions set out in these agreements.

2.3 The Service Provider has developed a link to enable the subscribers to its systems to request the medical aid plan Information in respect of the Data Subjects from the Content Provider.

2.4 The Client is desirous to obtain access to medical aid plan Information of the Data Subjects and therefore wishes to enter into this Agreement with the Service Provider.

2.5 This Agreement shall replace any existing Astute Medical Aid Switch Service Level Agreement concluded by the Parties and shall be the sole record regarding the Services. Neither Party shall be bound by any undertaking, representation, warranty or promise except if specifically provided for in this Agreement.

2.6 In the event that a dispute occurs in respect of the Services, the terms of this Agreement read in conjunction with the Service Agreement shall prevail, in all other events the terms of the Master

Service Agreement shall enjoy precedence.

### 3. TERMINATION OF SERVICES

- 3.1 In addition to the termination events provided for in clause 4.3 and notwithstanding clause 13 (Suspension and Termination of the Services) of the Service Agreement, the Service Provider reserves the right to terminate this Agreement in the following event:
  - 3.1.1 where the Client does not comply with the requirements of a Financial Services Provider for whatsoever reason.

### 4. SERVICE CHARGES

- 4.1 All prices in respect of the Services shall be determined by the Service Provider as set out in Annexure "AMAS1".
- 4.2 The Service Charges shall consist of a transaction fee which is payable within 30 (Thirty) days of receipt of invoice.

### 5. OBLIGATIONS OF THE CLIENT

- 5.1 The Client agrees and undertakes:
  - 5.1.1 to ensure that only persons who are Authorised Users and who have obtained the required upfront approved, digital Consent of the Data Subject as contemplated in clause 7.1.4 shall submit a Request regarding the Medical Aid Plan Information of such Data Subject;
  - 5.1.2 to ensure that its records in respect of the Medical Aid Plan Information is updated in accordance with the response received and not changed or manipulated in any way or form.
  - 5.1.3 upon request and receipt of written notice of the Service Provider, make available all records relating to the Consent of a Data Subject in question within 3 (Three) business days of such request;
  - 5.1.4 to pay all costs relating to the connectivity between the Client Systems and/or the Astute Systems, and shall include any costs relating to maintaining its systems;

- 5.1.5 to notify the Service Provider of an Authorised User who will submit Requests on its behalf, and to provide the relevant information to enable the Service Provider to update, *via* the Astute Systems, the Intermediary Database, which shall include the removal of an Authorised User from the Intermediary Database where the Authorised User does not meet the requirements in terms of FAIS.

## 6. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

### 6.1 The Service Provider shall:

- 6.1.1 ensure that all licenses and/or authorization (if any) that may be required remain current for the duration of this Agreement;
- 6.1.2 in response to a Request received from the Client provide the Reply in response to the Request upon receipt from the Content Provider Systems;
- 6.1.3 send the Query to the Content Provider Systems and receive the Content relating to the such Query from its integrated (current) medical schemes;
- 6.1.4 supply, in electronic form access codes, passwords or other identification to the nominees of the Client;
- 6.1.5 ensure that its systems are available during Work Hours to:
- 6.1.5.1 receive the Request and the Content;
- 6.1.5.2 send the Query to the Content Provider Systems;
- 6.1.5.3 provide the Reply to the Client Systems;  
provided that its systems shall only be considered to be available if it can receive the Request from the Client, the Content from Content Provider Systems and provide the Client with the Reply in an executable and readable form as determined by the Service Provider from time to time;
- 6.1.6 ensure that the person seeking access is registered as an Authorised User;
- 6.1.7 at its expense, maintain the Intermediary Database during the Work Hours and update the aforementioned upon notification from the Client;

6.1.8 maintain audit trails of all transactions pertaining to every Request, Query, Content and Reply made via its systems relating to all of the Data Subjects or any Content Providers, which audit trails shall be available upon request;

6.1.9 shall have the right to refuse to provide a Reply where the Service Provider

6.1.9.1 has any reason to question the Consent of a Data Subject; Or

6.1.9.2 the good faith of the Client, the Authorised User or any person acting for and/or on behalf of the Client; or

6.1.9.3 if the Service Provider has reason to believe that the person does not comply with the definition of a representative as contemplated in FAIS; or

6.1.9.4 if the person no longer has delegated authority from the Financial Services Provider as defined in FAIS;

6.1.10. reserve the right to limit the Data which it will make available to the Client in the event where Content is being sought on behalf of a data subject who is not the owner of a medical insurance policy or the main member of the medical scheme which form the subject of a Reply.

## 7. WARRANTIES

7.1 In addition to clause 11 (*Warranties*) the Client warrants that:

7.1.1 the Data provided by the Service Provider will only be used for the purpose of providing financial advice to the Data Subject as more fully described in the Consent and will not be used by the Client for any other purpose of whatsoever nature;

7.1.2 the Data provided by the Service Provider will be kept confidential at all times and will not be made available to any party other than the Data Subject and itself;

7.1.3 it and/or any of its agents and employees, meet the requirements of a representative as defined in FAIS or has delegated authority from a Financial Services Provider;

7.1.4 it has obtained the required Digital Consent, which such Digital Consent shall be in a form which shall at all relevant times comply with the requirements in respect of the Data Protection Legislation.

7.2. Notwithstanding anything elsewhere contained in this Agreement and in the event of the Client or its representative breach the warranties as contemplated in clause 7.1, the Service Provider reserves the right to immediately terminate the Client's access to the Astute Systems and may take any other action it deems necessary to protect its business interests and/or the interests of the Content Provider and/or the Data Subject, which shall include to institute legal action as it deems necessary

## 8. INDEMNITY

8.1 The Client indemnifies the Service Provider and/or Content Provider as the context may require against any claim which may occur in the following events:

8.1.1 where the Consent was not obtained from the Data Subject and/or does not comply with the forms contemplated in clause 7.1.4;

8.1.2 unauthorized use of the Astute Systems and/or out of the use of a Reply, as a whole or any portion thereof by any person in its personal and/or representative capacity of the Client; and

8.1.3 where the Client uses the Data for any reason other than to provide financial advice to the Data Subject and/or made such Data available to third parties.

8.2 It is recorded, that for purposes of this Agreement, the Service Provider in its capacity as agent for the Content Provider, acknowledges the indemnity given in favor of the Content Provider as contemplated in clause 8.1.

## 9. OWNERSHIP AND USE OF INFORMATION

9.1 In addition to clause 10 (*Ownership and Use of Data*) of the Service Agreement, the Client shall not use the Data other than to meet the requirements as defined by the Data Subject, including but not limited to the provision of a Data Subject's needs analysis and/or for the servicing of client product requirements with the Content Providers.

## 10. LIST OF ANNEXURES

## ANNEXURE “AMAS1” Service Charges

### 10.1 TRANSACTION FEES FOR NEW PARTICIPANTS TO THE SERVICES

10.1.1 The Client shall be liable to pay a fee of **R5.57** (Excl VAT) per transaction successfully processed on individual requests, where positive medical aid plan information is returned.

10.1.2 The Client shall be liable to pay a fee of **R3.34** (Excl VAT) per transaction successfully processed on individual requests where a **Client Record Not Found** (CNF) result is returned.

10.1.3 Bulk transaction volumes processing is available on request.

10.1.4 A Request which times out entirely will not attract a fee.

10.1.5 The Client agrees that the Service Provider shall be entitled to obtain payment of all amounts due in terms of the Agreement by way of a direct monthly debit order and the entering into the terms of this Agreement shall be deemed to be irrevocable instructions for the Service Provider to do so, in respect of any bank account which the Client may nominate from time to time.

10.1.6 Invoices will be furnished by the Service Provider on a monthly basis and forwarded to the Client electronically.

10.1.7 The Client agrees that the Service Provider shall be entitled to levy the following administration charges in addition to the Services Charges as contemplated in clause 1.2 above, upon the occurrence of the following events:

10.1.8 Returned Debit Orders, in which event an amount of R299.44 (Two Hundred and Ninety-Nine Rand and Forty-Four Cents) will be billed.

10.1.9 All prices shall exclude VAT.



## 10.2 EXISTING PARTICIPANTS TO THE SERVICE

For existing participants to the Services, the transaction fees as contemplated in clause 1 above will be reviewed, on an annual basis by the Board of the Service Provider. Any changes proposed by the Board of the Service Provider in respect of the transaction fees will be provided to the Client in the annual costs letter.

## 10.3 ADDITIONAL SUPPORT

In the event that the Client should acquire Additional Hours, the following rates per hour shall be applicable:

Technology Resource Rates	Rate / Hour (ZAR)*
Chief Architect	R1 837.00
Agile Project Manager	R1 504.00
Business Analyst	R1 448.00
Developer	R1 615.00
System IT Co-ordination	R1 059.00
Test Analyst	R 836.00
System Analyst	R1 169.00
Prepaid Excess SLA Resources Rate	R 947.00

## **Contacts**

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