TERMS AND CONDITIONS OF SERVICE TO BE READ AND ACCEPTED BEFORE UTILISING THE SERVICES.

Definitions:

1. “ICAS” means ICAS Employee and Organisation Enhancement Services Southern Africa (Pty) Ltd;
2. “ICAS Client” means the ICAS Client at which you are a Customer;
3. “Customer” means a person who is identified by the ICAS client as a customer of the ICAS Client;
4. “ICAS Client Terms” means the terms and conditions entered into between You and the ICAS Client in relation to the Services offered under the Member Program and/or the term and conditions entered into between ICAS and the ICAS Client pertaining to the Member Programme.
5. “You” or “User” means a person entitled to utilise the Services as governed in terms of the ICAS Client terms and conditions;
6. “POPIA” means the Protection of Personal Information Act, No. 4 of 2013;
7. “Personal Information” means information relating to the User as described in POPIA;
8. “Services” means Telephonic Supportive Counselling Services and/or Life Management Services or such other services as agreed to by the ICAS Client;
9. “Telephonic Supportive Counselling Services” means therapeutic assistance and support on an extensive range of psychological, social and wellbeing related issues;
10. “Life Management Services” includes telephonic access to information and assistance on legal problems, financial concerns and family matters.

1. Use Subject to these Terms and Conditions: Your use of the Services is governed by these terms and conditions. By utilising the Services you agree that you will be bound by these terms and conditions.
2. Applicability of these Terms and Conditions: The Services offered herein are only available to Users who are Customers and/or Users as defined will be available to the Users.
3. User’s Consent to Terms and Conditions: You acknowledge that in order to provide the Services, ICAS will have to, as and when required, process Personal Information pertaining to you and such processing will be done as per the provisions set out under POPIA. You also agree that you are providing Personal Information of your own volition.
4. Disclaimer and Limitation of Liability: You agree that your use of the Services offered is voluntary and is at your sole risk. The Service does not replace the Users’ medical aid, nor does it replace medical advice or diagnosis and legal or financial advice. ICAS expressly disclaims all liability for any direct, indirect or consequential loss or damage occasioned by your use of the Services. You agree to indemnify and hold harmless ICAS, its subcontractors, subsidiaries and affiliates from any demand, action or application or other proceedings including attorney’s fees and related costs, made by any third party and arising out of or in connection with your use of the Services.
5. You represent, warrant and covenant that: 1. You shall not use any rights granted hereunder for any unlawful purpose; and 2. You shall take an informed independent decision before taking any action based on information/advice given.
6. Jurisdiction: These terms and conditions are governed by and construed in accordance with the law of the Republic of South Africa; You and ICAS both agree to submit any dispute arising out of the use of the Services to the exclusive jurisdiction of the courts of the Republic of South Africa.