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REFERRAL AGENT AGREEMENT

By referring someone to us via our website, mobile app or call centre, you agree to the terms and conditions as set out and explained below. These terms and conditions will apply to all referrals submitted for personal, business or life cover with XINIX (Pty) Ltd.

1. IMPORTANT DEFINITIONS

- 1.1 The referrer is you, who wishes to market XINIX (Pty) Ltd's services to friends, family, and acquaintances to be quoted by us, and who has accepted these terms and conditions, Privacy Statement, and the Disclaimer.
- 1.2 The referee is the person that you referred to XINIX (Pty) Ltd who is interested in taking out insurance cover with us or using one of the services we provide.
- 1.3 The referee also refers to a person who does not already have an active quote or is already an existing client of ours, i.e., where the person has been quoted with us in the last 45 days or is already an existing client on our data base.
- 1.4 The words 'we', 'us' or 'our' refer to XINIX (Pty) Ltd and its employees, i.e., full time employees of ours.
- 1.5 To qualify for the payment of a referral fee, you must adhere to the full process as outlined on our website, which includes but is not limited to: -
 - 1.5.1 Completion of the online referral agent form in full
 - 1.5.2 Completing the necessary training as set in our online training platform
 - 1.5.3 Agree to be registered for taxation should this be necessary
 - 1.5.4 Agree to the terms and conditions contained herein
- 1.6 The agreement sets out the terms and conditions which governs referral agents as well as what is available through our various service channels and to this end, should be read in conjunction with the Privacy Policy and the Disclaimer that is noted or linked below. This also represents the agreement between you and us.

2. TRAINING REQUIREMENTS

- 2.1 You will only become a Referral Agent of XINIX (Pty) Ltd once the necessary training has been provided to you.
- 2.2 The training will be done via our online platform facilities, and you will need to have the necessary technology, valid email address and contact number to access these platforms.
- 2.3 After training you will need to take and pass an online assessment to confirm your competency as a referral agent.



- 2.4 The purpose of the training is to provide more information about our company and the services we offer and is designed to aid you in becoming successful in your roles as a Referral Agent.
- 2.5 Your request to become a Referral Agent will be confirmed once all your necessary information has been collected and your training has been successfully completed.

3. REFERRAL FEE

- 3.1 Once you have successfully referred a referral to us, the referee must accept an insurance policy with us.
- 3.2 A life policy and full commercial/business policy must be active for at least two months (i.e., premium must be collected for at least two months from date of inception of the policy and not be unpaid or reversed) before a referral fee is payable to you.
- 3.3 A short-term (E.g., vehicle) policy or any other policy excluding a life policy and full commercial/business policy must be active for at least one month (i.e., premium must be collected for at least one month from date of inception of the policy and not be unpaid or reversed) before a referral fee is payable to you.
- 3.4 A minimum of any five types of referrals must be submitted by you each month to maintain an active Referral Agent status.
- 3.5 There is no limit in terms of the number of clients you refer to us.
- 3.6 A referral fee of R500 for life policy, R750 for full commercial/business policy, R250 for vehicle policy and R300 for Taxi/Uber policy or R250 for any other policy, not mentioned herein (excluding value added policies), will be payable for each successfully closed policy and where the referee maintains their policy (i.e., not cancelled) at the time of the payment of your referral fee.
- 3.7 Where the client takes up a policy which includes more than 1 cover, an additional R50 is payable over and above the amount detailed above. (E.g., Vehicle + Building + Contents, will equate to R250 + R 50 + R50)
- 3.8 The above referral fees are once-off fees, only applicable to new policies at inception date and no further referral fees will be payable over the lifetime of the policy.
- 3.9 Any referral fees due to you will be paid on the 15th of the month, after the successful collection of the referees' premiums as stated herein above.
- 3.10 Referral fee payments will be subject to tax in term of the current South African tax laws applicable at the time of payment and the nett of tax will be paid to you.
- 3.11 For payments to be made, you will need to be in possession of a valid banking account, Identity number and Tax number.
- 3.12 No referral fee will be paid out twice for the same referee at any given time, unless if it relates to different insurance policies/product, as this will amount to recycling of referral leads and will defeat the purposes and intention for the creation of this agreement.

4. GENERAL RULES

- 4.1 The FAIS Act states that a person who is not an authorised Financial Services Provider (FSP), accredited or is not a mandated representative of a FSP, is not permitted to give advice on financial products or provide any financial intermediary services to any other person.



- 4.2 Insurance law prohibits enticement and therefore no referrer may offer a referee an incentive to become a policy holder with us. Therefore, a referrer may not bring any prospective policy holder under the impression that he/ she may be obliged in any way to take out a policy with us.
- 4.3 You must always act in accordance with the terms and conditions as set out above.
- 4.4 We will not be liable for any illegal or unlawful actions or misrepresentations made by the referrer to the referee in respect of this service or any products we are offering. The referrer is not mandated to act as a representative, agent or authorised to incur any obligations or liabilities on our behalf or to give any warranties, representations, or undertakings of any nature on our behalf.
- 4.5 This agreement is not open to full time employees of XINIX (Pty) Ltd.

5. VERIFICATION AND MONITORING

We may verify, monitor, and record communications or traffic on the referral service channels to maintain the correct functioning of the referral services, to ensure the intended purpose of set service is maintained and as well as to detect any unauthorised use, or when the law requires us to do so.

6. CHANGES TO THIS AGREEMENT

We have the right to amend or add new terms and conditions for the use of the referral service channels at any time. Whenever we change this agreement, we will electronically update this agreement, the Privacy Policy, the Disclaimer, and the other annexures that are applicable.

You agree to review the terms and conditions of this agreement, Privacy Policy, Disclaimer, and all other annexures whenever you access the referral channels for any such amendments. Save as expressly provided to the contrary in this agreement, the amended version of the agreement shall supersede and replace all previous versions thereof.

7. TERMINATION OF THIS AGREEMENT

- 7.1 Friends, family, and acquaintances must be aware of the referral. If we see that you continually refer leads to us where the person did not know you or that we will be contacting them, based on your referral instructions, we have the right to terminate this agreement.
- 7.2 We can terminate your right to referrals at any time or end your right to make referrals through any of the available service channels, upon providing you with reasonable notice. This will not affect referrals loaded whilst using the services available before the agreement has ended.
- 7.3 In the instance, where we establish that the referrer commits fraud or miscommunicates any information in respect of advice, we reserve the right to cancel the agreement with immediate effect and any referral fee due, subject to the fraudulent conduct or miscommunication, will not be payable.
- 7.4 Referral Agents may not share their leads or work in collusion with existing, full-time employees of XINIX(Pty) Ltd in anyway. Where this is suspected, this agreement will be terminated with immediate effect.
- 7.5 We reserve the right to terminate your right to submit referrals should any of the following occur: -



- 7.5.1 Where we are under the impression that your actions and behaviour was not appropriate or amounts to misconduct or conduct that is prohibited as described under “General Rules” in this document
- 7.5.2 You commit fraud or we suspect that you have or have intentions to do so.
- 7.5.3 If you are in breach of this agreement
- 7.5.4 If we are legally obliged to do so

8. SEVERABILITY

Every clause of this agreement is severable from the others including the clause headings. The clause headings have been inserted for convenience and will therefore not be taken into consideration in its interpretation. If one or more of the clauses are invalid, it will not mean the entire agreement is invalid and as such the rest of the clauses contained in the agreement will still be valid and apply.

9. PRIVACY

We respect your privacy and therefore any information obtained through the referrals process is subject to the terms and conditions as set out in our Privacy Statement, which can be accessed on our website https://www.xinixinsurance.co.za/documents/XINIX_Privacy_Statement.pdf

10. DISCLAIMER

- 10.1.1 Use of the website, app and the related products and/or services shall be governed by and interpreted in all respects in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts. The referral services through the available referral service channels are not provided for or intended for the use of customers and/or users outside the jurisdiction of South Africa.
- 10.1.2 Use of the website, app to submit referrals and/or the information, products, and services available these referral service channels are at the user’s own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, XINIX (Pty) Ltd accepts no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the information available on these referral service channels, your use of these referral service channels or any actions or transactions resulting there from, even if XINIX has been advised of the possibility of such loss, expense, claim or damages.
- 10.1.3 When submitting referrals through any of the referral service channels, these channels may allow you to view or access or refer to third party’s products or services. Even though we refer to third party’s products and services on these channels, we do not endorse or recommend the third party’s products and services. You are responsible for deciding whether these third party’s products or services meet your requirements. You are responsible for obtaining the terms and conditions that are applicable to the third party’s products or services.
- 10.1.4 We also do not endorse, warrant, or make any representations about the content, products, services, security or reliability of such other products and services.
- 10.1.5 Please note we have no control over such third parties’ products or service. We are therefore not responsible for any loss or damage you suffer, whether directly or indirectly because of a third party’s products or services or the use of such products or services. You hereby agree to indemnify us and hold us harmless for any loss, expense, claim or damage,



whether direct, indirect, or consequential, arising from or that you may suffer, or cause in this regard.

- 10.1.6 We are not responsible for any error or delay that may arise because of you being unable to access the referral channels due to error on your equipment, software or services provided to you by third parties.
- 10.1.7 Whilst we will always use our best efforts to ensure that the referral service channels operate as it was designed by us, we cannot warrant that the services are compatible with, or will operate with your mobile device or any software/hardware that you have on your mobile device.
- 10.1.8 We make no representation or warranty, whether express or implied, as to the operation, integrity, availability, or functionality of the referral service channels or as to the accuracy, completeness or reliability of any information obtained from these channels.
- 10.1.9 We also make no warranty or representation, whether express or implied, that the products, information, or files available on these channels are free of viruses, destructive materials or any other data or code which can corrupt, compromise, or jeopardise the operation or content of your mobile device, network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which can corrupt, compromise, or jeopardise the operation or content of your mobile device, or your hardware or software.
- 10.1.10 We accept no responsibility for any errors or omissions that appear either on our app or website.
- 10.1.11 We may, in our sole discretion, at any time, suspend or terminate the service referral channels or any of the products or services provided for on these channels, without prior notice. We may also at any time discontinue or disable certain parts of the referral services available, for the purposes of maintenance or upgrades or other causes beyond our control. If these referral service channels are unavailable as stated, we request that you call our offices to make referrals.
- 10.1.12 All rights remain reserved.

Acceptance Of Referral Agent Agreement

I, _____, I.D. No: _____

, hereby accept the above-mentioned agreement and the Terms and Conditions herein.

Signed at _____, on this _____ day of _____, 20 _____

Signature _____

