

## TERMS AND CONDITIONS

These Terms and Conditions are applicable to any User of the App or to any person accessing the website in relation to services offered by the service provider by means of the App, which shall be governed by the applicable laws of the Republic of South Africa.

## INTRODUCTION

The service provider offers online health-related services through the provision of an App which gives Users access to the use of online services in relation to telemedicine which enable patients living in rural and/or underserved areas to get medical care by healthcare practitioners without the expense and inconvenience of travelling to a clinic, by arranging for smartphone (video-telephone) and telephonic medical consultations in a secure manner with a licensed healthcare practitioner, and arranging for an electronic medical record storage by the healthcare practitioner, providing certain on-line health-related information, arranging for a prescription service and offering certain other related products, services (collectively, the "Services"). In consideration of the above, the service provider realises that it is obliged to abide by the guidelines as published by the HPCSA and any other regulatory body governing the service provider.

As used in these Terms and Conditions, references to "the App" means and includes the Medical Society, its parent, subsidiaries and affiliated entities . As used in these Terms and Conditions "you" or "your" means you, your dependent(s), if any, and any other person accessing your profile on the App.

These Terms and Conditions apply to your access to the website and the information contained therein as well as the use of the App and, to the extent referenced, to your registration for, subscription to, and use of the services offered by the App and its affiliated entity.

**By downloading, accessing or using the website as well as the App, the user agrees to be bound by these Terms, and the user's access to and use of the website as well as the App is conditioned on their acceptance of and compliance with these Terms. Should the user disagree with any part contained in these Terms the user may not access the website and or the App or make use of any services offered by it.**

### 1. GENERAL

- a) Only individuals who are 18 (eighteen) years and older are eligible to register, subscribe to and use the services offered on the App. If you register, subscribe to or make use of any of the services offered by the App, you represent that you are at least 18 (eighteen) years and older. Where a user is under the age of 18 (eighteen) years of age strict parental/guardian consent is required.
- b) To successfully register, subscribe to and use the services offered by the App it is understood that the user must provide the service provider and or

the consulting healthcare practitioner with Personal Contact Information as well as any other personal information reasonably required to conduct the telemedicine consultation and any other services offered by the App.

- c)** Should the service provider or healthcare practitioner believe that any information provided by the user is untrue or false it is entirely in their discretion to refuse to accept registration, subscription or the use of any of the services offered by the App.
- d)** By using and or downloading the App the user specifically consents to the disclosure of their Personal Contact Information and any other Personal Information required to be obtained in relation to medical history, treatment and prescriptions.
- e)** The user acknowledges that the use of the App is not for medical emergencies or urgent situations.
- f)** The user acknowledges that they are solely responsible for maintaining the confidentiality of their password and for all activities that occur under that password.
- g)** The service provider reserves its complete and sole discretion with respect to the operation of the App and the services it offers and may among other things, withdraw, suspend or discontinue any functionality or feature of the App and maintains that it is not responsible for maintaining information arising from an individual use of the site or in respect to the services it offers.
- h)** The service provider reserves its right to maintain, delete or destroy all communications and information posted or uploaded to the services pursuant to its internal record retention, archiving, and/or destruction policies.
- i)** The service provider may contact the user by telephone, mail or email to verify your Personal Contact Information and any other Personal Information it deems necessary in order for the service provider to carry out its intended medical telemedicine consultation and or services in relation to it.
- j)** Please note that only if you the user have accurately and fully completed the Medical History Assessment and complied with all stipulations and requests for information by the healthcare practitioner and or telemedicine consultant will there be an established patient/ healthcare practitioner relationship which will then enable the user to receive medications that have been prescribed and arranged for by a licensed healthcare practitioner and in accordance with the healthcare practitioners sole discretion.

## **2. INTELLECTUAL PROPERTY**

The service provider hereby grants you the user access to the App, as well as a limited, revocable, non-transferable and non-exclusive license limited solely for the purpose to viewing or downloading a single copy of the material and to use the App to the extent necessary for using the services for healthcare related matters. Except for your Electronic Medical Records, the service provider retains all right, title and interest in, and to the App, the website as well as the Services and any Information, products, documentation, software or other materials on the website and the App.

The service provider retains all right, title and interest in, any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing including information contained within the website, except for Information on the App licensed by the service provider, and in that case, the license provider retains all right, title and interest therein.

The information available through the website as well as the App and the Services are the property of the service provider, or if licensed by the service provider, the license provider. By accepting these terms and conditions, you agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate such information to anyone.

## **3. CONSENT TO USE OF DATA**

The user of the App agrees that both the Service Provider and the Network Provider may collect, store, process, maintain, upload, sync ,transmit ,share , disclose and use certain data and information, including but not limited to information or data regarding the characteristics or usage of your Android/iPhone Device, system and service software, and peripherals, as well as personal information, user location data and user content (collectively, "User Data") to facilitate the provision of the services or functionality of the Service, including but not limited to authentication, performance optimization, software updates, product support and other services to you related to the Service or to the App and to otherwise improve the Service Provider's ability to provide other services (if any) to the user related to the App and the services it offers. The user acknowledges that the use of the App may result in User Data being transmitted between your Android/iPhone Device and a database service designated by the Network Provider and/or transmitted or disclosed to or accessed by the Service Provider. Without limiting the foregoing, the user acknowledges that:

- (a) information regarding the hardware model and the Android/iPhone version of the Android/iPhone Device on which the user is running the Service may be collected, transmitted to and stored on a database server designated by the Network Provider, may be transmitted to the Service Provider and may be used to make

changes, updates or improvements to or optimize the performance of the Service or to otherwise inform future development; and

- (b) audit logs reflecting your logins, logouts and the activities you have accessed through your use of the Service may be generated in connection with your use of the Service may be collected, transmitted and stored on a database server designated by Your Network Provider. Your User Data may also be made available to the Service Provider for troubleshooting by the user's use the Service, the user indicates their continued consent to such collection, storage, processing maintenance, uploading, syncing, transmitting, sharing, or disclosure of User Data as well as collection, storage, transmission and use of data.

### **3. CHANGES AND UPDATES**

The Service Provider may revise the information in the service offered by the App and promoted by the website, or otherwise change or update the Service including these Terms, without notice to the user. The Service Provider may also make improvements and/or changes in services and functionalities or add new features at any time without notice. The Service Provider encourages the user to periodically read these Terms to see if there have been any updates or amendments to any policies that may affect the user. The user's continued use of this Service will signify their continued agreement to these Terms as they may be revised and changed at any time without prior notice.

### **4. LINKS TO THIRD PARTY SERVICES**

The Service Provider may from time to time link to other services or content that is not owned or controlled by the Service Provider, including the users' Network Provider ("Network Provider"). These links are intended to connect the user easily to additional sources of information or third-party services ("Third Party Provider/s") that may be of interest to the user. The Service Provider may not have any business relationship with the Network Provider that controls this type of content and such links which may be offered only as a convenience to the user.

The Service Provider is not responsible for the content, security or the privacy practice of any Third-Party Providers. Please review the privacy statement and any terms of use of each Third-Party Provider before the use thereof. Unless the Service Provider specifically advises the user otherwise, links to Third Party Providers do not constitute or imply endorsement by the Service Provider of those sites, the information they contain or any products or services they describe. The Service Provider does not receive payment or other remuneration in exchange for linking the user to such sites.

### **5. PASSWORDS**

The Service Provider has several tools that allows the user to record and store information. The user is responsible for taking all reasonable steps to ensure that

no unauthorised person shall have access to the Service password or account. It is the user's sole responsibility to:

- (a) control the disclosure and use of your activation codes and password;
- (b) authorise, monitor, and control access to and use of the Service account and password;
- (c) promptly inform the Licensor of any need to deactivate a password.

## **6. SECURITY AND CONFIDENTIALITY**

The Service Provider affords the same degree of confidentiality to information stored on the App as is given to information stored by the Service Provider in any other medium. The Service Provider is committed to protecting the confidentiality of the users' information. The Service Provider limits its employees' access and ability to enter or view information based upon their role in the user's care. The Service Provider has taken steps to make all information it receives as secure as possible against unauthorised access, use, or disclosure from any unauthorised individuals.

## **7. PROHIBITED ACTIVITY**

The Service provider may allow the user to post, link, store, share or otherwise make available certain information, text, graphics, videos or other material ("Content"). The user may not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party. In consideration of being allowed to use the Service, the user agrees that the following actions shall constitute a material breach of these Terms, and the Service Provider shall have a right to unilaterally terminate a users' account:

- (a) signing on as or pretending to be another person;
- (b) using secure messaging for any purpose in violation of the laws of the Republic of South Africa or Service Provider policies;
- (c) transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others;
- (d) transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including the Service Providers' employees) or entity as determined by the Service Provider in its sole discretion;
- (e) using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others;

- (f) collecting information about others, including e-mail addresses;
- (g) intentionally distributing viruses or other harmful computer code; and
- (i) the Service Provider reserves the right, in its sole, to terminate a user's access to the Service due to any act delineated above, or any act that would constitute a violation of these Terms.

## **8. LIMITATION ON LIABILITY**

The Service Provider shall not be responsible or liable for any direct, indirect, incidental, consequential or any other damages arising out of or relating to the Service and any content or information contained within the Service, and/or any Third-Party site. The Service shall only be effective within the borders of the Republic of South Africa, and the Service Provider shall not be liable for any damages relating to the availability/non-availability of an operator, and/or the connection to an operator during a call.

## **9. DISCLAIMER.**

The user expressly acknowledges and agrees that the use of the Service and reliance on the operation, output or results of the service is at your sole risk and that the entire risk as to the satisfactory quality, performance, accuracy and effort is with the user. The service provider hereby disclaims all warranties and conditions with respect to the service.

I, the user, hereby:

Accept and agree to abide by all terms and conditions as specified herein.