



MediCharge Head Office: Crossway Office Park 240 Lenchen Avenue, Centurion, 0157

Postal Address: P.O. Box 12020, Centurion, 0046

Tel: 086 183 7425 Fax: 086 677 8091

MEDICAL APPLICATION SUITE (“MAS”)

USAGE AGREEMENT

Where the User is a paid subscriber to **VeriClaim**, the User agrees to also be bound by the VeriClaim License Agreement between MediCharge (PTY) Ltd and the User as posted on the VeriClaim website, as together they form a binding agreement between MediCharge and the User regarding the use of **VeriClaim** and **MAS**.

User understands that there is no tolerance for objectionable content. If the User does not agree to the terms and conditions of this EULA, the User is not entitled to use **MAS** and the User may not download, install, or use **MAS**.

General Terms and Conditions of Use

1. Definitions

1.1. In this agreement, the terms below have the following meanings:

1.1.1. “**personal information**” means personal information related to the user and which could be utilized to identify the user. This is considered information that falls inside and outside the ambit of the Protection of Personal Information Act, Act No. 4 of 2013 (“POPI Act”), but which is freely provided in terms of this agreement and which may be utilized for the reasons stated in this agreement and specifically to improve future services to the user(s) of this MAS services. Any provided information may also be de-identified for statistical analysis in order for new business development to enhance product offering and service delivery.

1.1.2. “**Medical Application Suite (MAS)**” refers to any one or a combination of the following electronic mediums, ranging from but not limited to, web sites, web applications, services, application program interfaces (API), client applications, mobile applications, warehouses, reporting, invoicing/(invoices) and the various

databases they consume, as well as any third party website or mobile application licensed to us or within the Company's rights to use in its business. This is inclusive but not limited to access and transactions from all devices including desktops, notebooks, thin clients, servers, virtual machines, smartphones, tablets and any device capable of hosting an operating system for example medical equipment.

- 1.1.3. **"The Company"**, means the company associated with the terms and conditions for this MAS, and all its associated, affiliated and subsidiary companies and any developers employed by the Company from time to time.
- 1.1.4. **"User"** means the User in terms of this agreement and who uses MAS, the User's authorised representative and / or the User's legal guardian. (A User will include a patient or any administrative operator completing detail).
- 1.1.5. **"checkbox"** means the provided box on the MAS where the user has to indicate with an acknowledgement (a positive action of marking the box provided) that the user agrees to the terms and conditions of this agreement.

2. Conditions of Access

- 2.1. The Use of MAS is subject to legislation and terms and conditions set out in this agreement.
- 2.2. To avoid any confusion, the User's agreement to these terms and conditions applies to the User's use of the MAS regardless of the platform, gateway, portal or mode of access the User uses to install, download, access or use the MAS. The User's service provider may charge the User for accessing MAS or for any usage of MAS (such as data charges, SMS charges). The Company cannot be held responsible for these charges.

3. The User's Acceptance and Consent

- 3.1. In using MAS, the User expressly agrees to the terms and conditions of this agreement. If the User does not agree to all of the terms and conditions in this agreement and refuses to positively acknowledge acceptance of the terms and conditions of this agreement in the checkbox, then the User will not gain or have any access to the MAS.
- 3.2. When the User installs or downloads the MAS, the User may be required to accept the terms and conditions or the end user licence agreement of a third party supplier or vendor. While the third party's terms and conditions or the end user licence agreement is independent from this agreement's terms and conditions and establishes a separate legal relationship which the User is bound by, the User agrees that, the third party's terms and conditions or the end user licence agreement, is part of this agreement and will apply to the User's use of the MAS.

3.3. The User agrees that this agreement applies to any information accessed via MAS, and to all sections of MAS.

4. Changes to this agreement

4.1. The Company may change the terms and conditions of this agreement from time to time. When legislation changes this agreement will change without the User's consent to ensure that the Company adheres to legislation. The Company recommends that the User familiarise the User's self with this agreement regularly by visiting MAS.

4.2. The current version of this agreement will apply each time that the User accesses and uses MAS.

5. The User's account

5.1. If the User uses MAS, the User must keep the User's access details (including User's user name and password) confidential and not allow other people to use it. The User accepts full responsibility for all activities that occur under the User's access details or password and accepts responsibility for sharing the User's user name and password. The User is only permitted to use one account. If the User uses more than one account the Company could delete all access.

5.2. The Company may refuse to provide products and/or services to the User if the Company is unable to verify any information that the User provides to the Company.

5.3. The User agrees that the following actions shall be material breaches of these terms and conditions:

5.3.1. signing in as, or pretending to be, another person;

5.3.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others

5.3.3. using interactive services in a way that is intended to harm, or could result in harm to the User or to other users of MAS; or

5.3.4. gathering information about others without obtaining their prior written consent.

5.4. The User also agrees that any use of the User's access details shall be regarded as if the User were the person using such information.

5.5. Please note that the user name the User chooses is permanent and can only be amended at the Company's discretion.

5.6. The Company may determine certain requirements that the User will need to meet when choosing a user name or password. These requirements may be changed from time to time and the User may be required to update the User's credentials.

6. Full disclosure of all relevant facts and benefit entitlement

6.1. The Company might need certain personal and financial information from the User. It is in the User's best interest to keep this information up to date and correct.

- 6.2. The User guarantees that all information provided by the User at any time to the Company on or via MAS, will be true, correct, up to date and the User undertakes to update the information as and when required.
- 6.3. The User guarantees that the User has fully disclosed all facts, and agree that this agreement or any transactions related to this agreement may be cancelled by the Company (without any notice) if the User does not meet this requirement.

7. Electronic communication and records

- 7.1. If the User visits MAS or communicates (send e-mails) to the Company, the User accepts that the Company can communicate with the User electronically. All records that the User sends to the Company may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless the User can prove otherwise.
- 7.2. Any electronic communication (for example, an e-mail or SMS) sent to the User will be regarded to have been received by the User upon being sent by the Company. This includes, but is not limited to mobile push notifications.
- 7.3. If the User is a registered user of the MAS, the User will receive communications from the Company via e-mail. If the User do not want to receive e-mails from the Company, the User may change the way the User receives the User's communication on the MAS, or the User can phone the Company's contact centre.
- 7.4. The Company takes all reasonable steps to protect the User's personal information and maintain confidentiality, including the use of encryption technology. However, the Company cannot guarantee the security or integrity of any information the User transmits to the Company online and the User agrees that the User does this at the User's own risk.
- 7.5. The User agrees that all agreements, notices, disclosures and other communications that the Company provides to the User electronically, meets any legal requirement that the communications be in writing.

8. Copyright

- 8.1. All content made available on MAS (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to the Company, unless the Company expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on MAS is the exclusive property of the Company and is protected by South African and international copyright laws.
- 8.2. Except if permitted under this or another agreement with the Company no portion of MAS may be copied or transmitted via any means available now or in the future.
- 8.3. Any unauthorised use, alteration or dissemination of the information or content on MAS is prohibited.

- 8.4. The User agrees that if the User is in breach of the terms of this clause 8, the Company will have the right to claim damages against the User, which will include the right to claim special, incidental, consequential or indirect damages. the Company will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 8.5. Nothing on MAS should be regarded as granting any licence or right to use any trademark without the Company's prior written permission and/or that of any third party.
- 8.6. The Company tries to ensure that the most sophisticated technology protects the information on MAS. However, the Company cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off MAS. If the User suspects a breach or where a breach may have taken place and this comes to the User's knowledge, please contact he Company as soon as possible so that the Company can address the problem.

9. Disclaimer

- 9.1. MAS and all information, content, tools and materials are provided by the Company on an "as is" and "and available" basis, unless the Company informs the User in writing.
- 9.2. The Company does not guarantee the operation of MAS or the information, content, tools or materials on MAS. The User agrees that the User uses MAS at the User's own risk.
- 9.3. The Company does not guarantee that (i) MAS; (ii) the information, content, tools or materials included on MAS; (iii) the Company servers; or (iv) that any electronic communications sent by the Company are free from viruses or other harmful components. The Company will not be liable for any damages of any kind arising from the User's use of MAS or from any information, content, tools or materials included on or otherwise made available to the User through MAS, including for direct, incidental, punitive and/or consequential damages.
- 9.4. The Company is fully committed to providing the User with the best possible service. However, the Company is not responsible for:
 - 9.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of the Company; or
 - 9.4.2. any inaccurate, incomplete or inadequate information obtained from MAS supplied by the User.
- 9.5. Neither will the Company be responsible for any direct or indirect loss or damages that may arise from:
 - 9.5.1. any of the events described in this paragraph or the paragraphs above
 - 9.5.2. the User's actions or omissions that result in a breach of this agreement;
 - 9.5.3. any links to other websites from MAS. The User also acknowledge that the Company cannot control the content of or the products offered on those websites;

- 9.5.4. a denial of access to the MAS should the Company believe or have reason to believe that the User is conducting activities that are illegal, abusive, would attack the integrity of the MAS or put the Company in disrepute; or
- 9.5.5. the User's reliance on any of the information, content, tools or materials that the User obtains from MAS.
- 9.6. To the extent that clinical information may be provided on MAS, it is based on best practice and on current recommendations and guidelines. These obviously change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. The User should not discontinue any treatment the User may be receiving on the basis of information reflected on this site without first consulting the User's healthcare provider. The User should also seek professional advice immediately should any symptoms the User may be experiencing persist.

10. Indemnity

- 10.1. While the Company makes every effort to ensure that the content and information on MAS is complete, correct and up to date, the Company makes no guarantee about the suitability of the products and services on MAS or whether they are complete accurate or appropriate.
- 10.2. The User agrees to fully indemnify the Company, its directors, and employees, the board of trustees of the scheme and the employees of the scheme, and will not hold the Company responsible for any claim relating to the User's use of MAS.
- 10.3. The User agree to fully indemnify the Company, its directors and employees, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on MAS and agree that, the Company will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 10.4. The User agrees that all information, including products and services or any terms or conditions relating to them, on MAS may change. The Company will notify the User of the important changes within a reasonable time.
- 10.5. The User agrees that any calculations made on MAS, (including any relating to the User's health) are estimates and are meant as guidelines only.
- 10.6. The Company is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
- 10.7. All products and services provided on MAS are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 10.8. The User accepts that some of the information, content, tools or materials on MAS come from external sources (including independent practitioners in the health and wellness industry), and the User agrees that the Company is not responsible, and will not be held liable, for any information or content, received from these external sources.

11. Phishing and spoofing

- 11.1. If the User receives an unsolicited e-mail that appears to be from the Company and that requests the User to provide personal information (such as the User's credit card number, user name, or password), or that asks the User to verify or confirm the User's information relating to the Company by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofers."
- 11.2. The Company will never ask for this type of information in an e-mail, and the Company strongly recommends that the User does not respond to these e-mails and that the User does not click on the link. Responding to "phishing" places the User and the User's personal information at risk. The Company cannot be responsible for any consequences resulting from the User's response to any email sent by a "phisher" or a "spoofers".

12. Linking to third party websites

- 12.1. The MAS may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of the Company and the Company is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.
- 12.2. The Company is providing these links to the User only as a convenience, and the User agrees that the inclusion of links does not imply an endorsement by the Company of the linked website, their business or security practices, or any association with its operators.
- 12.3. From time to time the Company may employ the services of third parties to assist with the hosting and management of certain services and aspects of MAS. The Company applies every effort to ensure that the Company's sub-contractors comply with the Company's Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.
- 12.4. Should the User have any queries arising from transactions the User concludes with such third parties, the User will be required to contact them directly.

13. Applicable law

- 13.1. By accessing and using MAS, the User agrees that the laws of the Republic of South Africa will govern this agreement, and the User consents to the jurisdiction of the South African courts in respect of any dispute which may arise from this agreement.

14. General Provisions

- 14.1. The headings of the clauses in this agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this agreement.

- 14.2. If any provision of this agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this agreement.
- 14.3. No failure or delay by the Company to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this agreement.

B. Privacy Policy

This privacy policy is complimentary to, and should be read and understood together with, the general terms and conditions of use set out in Section A above.

1. The General Principles of the Company's Privacy Policy

- 1.1. This privacy policy covers how the Company treats the User's personal information collected electronically when the User uses MAS, registers or applies online for any of the Company products or services, or when the User contacts the Company electronically.
- 1.2. The Company respects the User's privacy and the User's personal information and for this reason, the Company takes care to protect the User's personal information and to keep it confidential.
- 1.3. When dealing with the User's personal information the Company applies the following:
- 1.3.1. The user by providing a positive acknowledgment in the tickbox, gives permission to the company to disclose, collate and process ("use") the User's personal information;
- 1.3.2. The Company will not use the User's personal information for any other purpose, other than that which the Company disclosed to the User, unless the User gives the Company the User's express written permission to do so, or unless the Company is permitted or required to do so by law.
- 1.4. By using MAS, registering or applying online for any products or services of the Company, or contacting the Company electronically, the User provides the Company with the User's express written permission to share the User's personal information within the Company Group of Companies, in the ordinary course of the Company's business, including for purposes of providing the User with the relevant products and services. The User may revoke this consent in writing at any time.

2. What does the Company mean by Personal Information

- 2.1. Personal information refers to information that identifies or relates specifically to the User, for example, the User's name, age and identity number or any information the User uses to register for the MAS. Any information about the User's health and wellness interests, the User's family history, allergies, disease history and treatment, the User's lifestyle, the User's eating habits and nutrition, the User's exercise regime and all related information will also be regarded as personal information.

3. How we collect the User's Personal Information

3.1. Whenever the User uses MAS, completes an application form, contacts the Company electronically, or uses one of the products, services, facilities, tools or utilities offered by the Company on MAS, the Company will collect the User's personal information.

4. Why we collect and use Personal Information

4.1. In order to make the User's use of MAS and the products, services, facilities, tools or utilities offered on MAS as informative and successful as possible, it is necessary for the Company to find out exactly what the User needs and wants. The following are some of the reasons (i.e. disclosed reasons) why the Company would collect the User's personal information:

4.1.1. for the Company to process the User's instructions or requests; or

4.1.2. for the Company to ensure that the Company meets the User's needs, the Company may collect and analyse the User's personal information and combine all the information that the Company has about the User for research and statistical purposes. The Company may also use the User's personal information to personalise and tailor the Company's services to meet the User's needs; or

4.1.3. once The Company has collected and analysed the User's personal information, the Company may send the User promotional material or details which the Company thinks may be of interest to the User;

4.1.4. to conduct market research;

4.1.5. to conduct academic research. This research is conducted to evaluate and improve the Company's product offerings. The User is advised that information may be shared with third parties such as academics and researchers. All information collected for research purposes will be kept strictly confidential and all data will be depersonalised. No personal information will be made available to a third party without the User's written consent. If the Company publishes the results of this research, the User will not be identified by name.

4.2. The User's privacy is important to the Company and the Company will therefore not sell, rent or provide the User's personal information to unauthorised third parties for their independent use, without the User's consent. If at any stage after the User have given the Company the User's consent, the User no longer wishes the Company to use or share the User's personal information, the User may at any stage withdraw the User's consent.

4.3. The User accepts that the Company may store the User's personal information outside of the region or country that the User may submit or use it in.

5. Protection of the User's Personal Information

5.1. The Company values the information that the User chooses to provide and will take reasonable steps to protect the User's personal information from loss, misuse or unauthorised alteration. The information the Company has concerning the Company clients is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

5.2. When the User uses the products, services, facilities, tools or utilities provided by the Company on MAS, the User may be given an access number, user name, password and/or personal identification number (PIN). The User must always keep the User's user

name, access card, password and/or PIN a secret and ensure that the User does not disclose it to anyone.

6. Correction of Personal Information

6.1. If the User ever wants to update or correct any of the User's personal information held by the Company, the User can e-mail the Company or the User can phone the Company's contact centre.

7. Personal Information held by or disclosed by the User or the Company to a third party

7.1. Because the Company is not responsible for any representations or information or warranties or content on any third party website (including third party websites linked to this MAS, websites facilitated by the Company or websites that serve as social networks like Facebook or Twitter), the Company does not exercise control over the privacy policies of these third parties and the User should refer to the privacy policy of these third parties to see how they protect the User's privacy.

7.2. The Company may enter into arrangements with its partners or other third party suppliers which will require the Company to disclose the User's personal information to these third parties for the purpose of transferring data to the Company from a device(s) that measures bodily functions or fluids. The User hereby consents to the Company disclosing the User's personal information to these third parties for this purpose and the User also consents to receiving data about the User's self from these third parties. If at any time after the User has given the Company the User's consent the User no longer wishes to disclose the User's personal information to these third parties, the User may at any time withdraw the User's consent.

8. Cookies and Online advertising

8.1. The Company uses cookies. The Company use the word "cookie" to refer to information that is sent from MAS to the User's hard drive, where it is saved. In this way, the next time the User use MAS, the Company will know who the User are and that the User have visited MAS before. The Company also collect information about how the User use the MAS, the User's preferences and past browsing history.

8.2. The Company engages third parties that help the Company deliver banner advertisements and other online communications. The third parties may collect and use information about the Company customers to help the Company understand the offers, promotions, and types of advertising that are most appealing to the Company's customers. The personal information they collect is aggregated and cannot be linked to a person.

8.3. Third party vendors, including Google, show the Company ads on sites on the internet.

8.4. Third party vendors, including Google, use cookies to serve ads based on a user's prior visits to the MAS.

8.5. Users may opt out of Google's use of cookies by visiting the Google advertising opt-out page.

9. Changes to this Privacy Policy

9.1. The Company may amend this privacy policy from time to time. The Company will give the User notice of any material changes within a reasonable time, however, the Company recommends that the User familiarises the User's self with this privacy policy regularly.

9.2. The current version of this privacy policy will govern the respective rights and obligations between the User and the Company each time that the User accesses and uses MAS.

10. Which laws apply to this Privacy Policy

10.1. This privacy policy is governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.