

Terms and Conditions and Privacy Policy

Definitions

1.1 In these general terms and conditions ("Terms"):

1.1.1 "data processing agreement" means an agreement, if any, entered into between the Organisation, as data controller, and Zarcare, as contracted data processor, to Process data such as personal information on behalf of the Organisation;

1.1.2 "Healthcare Professional" means a medical practitioner or professional that makes use of the Services;

1.1.3 "Zarcare Cloud Servers" means a logical server that is built, hosted and delivered by and/or on behalf of Zarcare and through a cloud computing platform over the Internet;

1.1.4 "Zarcare" means Zarcare (Proprietary) Limited, registration number [K2021606752], registered in South Africa and "we", "our", and "us" have corresponding meanings. Furthermore, reference to any of those mentioned above will also be deemed to include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, advisers, service providers, suppliers and content providers;

1.1.5 "Zarcare" means the website and mobile application that is proprietary to Zarcare and is accessible on the internet on www.zarcare.com or on App stores, respectively;

1.1.6 "Mobile Application" means the Zarcare App;

1.1.7. "Loss" means any loss, including loss of profit, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential;

1.1.8 "Organisation" means a legal entity that makes use of the Services;

1.1.9 "Privacy Policy" means the privacy policy adopted by us and which forms part of these Terms;

1.1.10 "Services" means the services facilitated by Zarcare via the Mobile Application and/ or Website by means of which you are able to, amongst other things:

1.1.10.1 as a provider: capture and record a member's file information and medical records on a secure web or mobile-based electronic health record-keeping system, which may include but is not limited to, your diagnosis of the member, treatment provided by you to the member, medicines dispensed, clinical notes, consent forms, procedures and tests performed and any consumables used in treating the member;

1.1.10.2 as a member: access and view your member file information stored on the Zarcare Cloud Servers, including, but not limited to, your diagnosis, your prescriptions, consent forms and test results uploaded by your healthcare professional as well as update and/or amend your medical history, periodical screening results, documents and other information reflected on the Mobile Application and/or Website;

1.1.10.3 as an Organisation: access reports, communicate with employees/members/students, capture and record information relating to employees/members/students stored on the Zarcare Cloud Servers, including, but not limited to their relevant medical information, symptoms, clinical metrics, questionnaires and other documentation reflected on the Mobile Application and/or Website; and;

1.1.10.4 any other service which may be made available by us via the Mobile Application and/or Website from time to time;

1.1.11 "SMS" means a message sent by short message service;

1.1.12 "Use" means to use, access, refer to, view or make use of the Services;

1.1.13 "User" means the person using Zarcare to as a facilitator of online consultation. This includes "Provider", "Member" and/or "Organisation";

1.1.14 "Website" means the website which is accessible at the URL: www.zarcare.co.za; and

1.1.15 "you" and "your" means any natural person or legal entity who makes use of the Mobile Application and/or Website and registers to Use the Services.

1.1.16 "Provider" means the person who is registered with Zarcare to provide their health and/or wellness service using Zarcare as the facilitator to connecting "provider" to "member";

1.1.17 "Member" means the person who is registered with Zarcare to seek and consult a provider for their health and/or wellness service using Zarcare as the facilitator to connecting "provider" to "member";

1.1.18 "Organisation" means an identified group or company that is registered with Zarcare and using Zarcare as the facilitator to connecting "provider" to "member";

1.1.19 "Health and wellness services" means any service from a "provider" that is a qualified health and/or wellness professional;

1.1.20 "Facilitation of online health and/or wellness services" means enabling and supporting healthcare and wellness service delivery through Zarcare as a digital platform. It involves connecting members and providers virtually, streamlining communication and information exchange, processing payment for services and ensuring seamless access to medical, health and wellness consultations, diagnoses, treatment, and support remotely.

1.2 Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases not defined in these Terms but defined in the Protection of Personal Information Act 4 of 2013 ("POPI") and the Electronic Communications and Transactions Act 25 of 2002 ("the ECT Act") will bear the same meaning given to them in POPI and the ECT Act.

1.3 The Terms and any additional document we incorporate by reference shall apply to you when you use the Mobile Application and/or Website and/or any part of the Services.

2. What do these Terms regulate?

Subject to paragraph 3.1, these Terms set out the terms and conditions upon which you may:

2.1 use the Services; and

2.2 otherwise, use the Mobile Application and/or Website, including the use of the information, content, products or services, including (without limitation) any text, software, icons, graphics, images, sound clips, trade names, logos, designs, trademarks and service marks which are displayed on, available on or incorporated in the Mobile Application and/or Website ("the Content"), to the extent that such Content is not regulated by its own terms of use.

3. Your agreement to comply with these Terms

3.1 You agree that:

3.1.1 affixing your signature and/ or clicking/checking "I Agree", making use of any of the Services and/or any use of the Mobile Application and/or Website signifies your unconditional agreement to comply with all of the terms and conditions of these Terms. Healthcare Professionals are, in addition to these Terms, also required to agree to and comply with the Additional Terms and Conditions for healthcare professionals ("the Additional Terms"). The Additional Terms are available at the end of this document. If you are a healthcare professional, affixing your signature and/ or clicking/checking "I Agree" on the Additional Terms, making use of any of the Services and/or any use of the Mobile Application and/or Website will also signify your unconditional agreement to comply with the terms of the Additional Terms;

3.1.2 we may, at any time, amend the Terms (and/or the Additional Terms) or introduce additional terms and conditions relating to the Services or any other service, content, products, facilities or functionality which is made available by us by way of the Mobile Application and/or Website or otherwise. You will be notified of (and required to agree to) such amendments and additional terms and conditions in the manner provided for in paragraph 16.2 of these Terms; and

3.1.3 we may, in our sole discretion, at any time and for any reason and without prior notice, suspend or terminate the Services, the operation of the Mobile Application and/or Website or any of the Content or the right to use the Services, the Mobile Application and/or Website or any of the Content.

3.2 If you do not agree to these Terms you must not make use of:

3.2.1 the Services; and/or

3.2.2 the Mobile Application and/or Website and the Content and you must immediately delete all copies of the Content in your possession or under your control.

3.3 You may print a copy of these Terms for your future reference.

3.4 You agree that you are solely responsible for obtaining and maintaining all facilities, services, products and equipment which you may require to use the Mobile Application and/or Website, the Content and the Services. In this regard, you must, at all times, provide your own hardware, software as well as a modem and internet connectivity and telecommunications infrastructure.

3.5 You agree that we are allowed to grant the same, similar, additional or different rights to any other person or entity.

4. References and links to and from other websites

4.1 The Mobile Application and/or Website may contain references or links to other websites ("Other Websites") and to the products, opinions or services of third parties.

4.2 Subject to the provisions of POPI and the ECT Act and to the fullest extent allowed by law, your use of the Other Websites or the products or services of third parties is entirely at your own risk. We shall not be responsible for any Loss arising from or related to your reliance on, use or attempted use of Other Websites or the opinions, products or services of third parties.

4.3 You shall not make (and may not permit any third party to make) any reference to us, the Mobile Application and/or Website or the Content, whether by way of a link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation or recommendation by us in relation to you or a third party or of the services, products or opinions of a third party, without our prior written consent.

5. Your behaviour when using the Mobile Application and/or Website and the Services

5.1 You shall not use the Mobile Application and/or Website to obtain or distribute:

5.1.1 copyrighted material or material protected by law without our prior written consent; or

5.1.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.

5.2 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Mobile Application and/or Website.

5.3 You are strictly prohibited from using the Mobile Application and/or Website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

5.4 You shall not intercept any information transmitted to or from us or the Mobile Application and/or Website which is not intended by us to be received by you.

5.5 Subject to the further provisions of these Terms, the Mobile Application and/or Website and the Content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Mobile Application and/or Website or the Content.

5.6 You are not allowed to: (i) frame, link to, modify, distribute, commercialise, exploit and/or alter the Mobile Application and/or Website or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) perform any other act which may not be considered fair use. Should you wish to do so, our prior written approval is required and we are entitled, in our sole discretion, to withhold or grant consent and to impose any conditions on any consent which is granted by us. Requests for approval must be submitted to info@zarcare.co.za.

5.7 Any restrictions on the use of the Mobile Application and/or Website or the Content shall also apply to any part of the Mobile Application and/or Website or the Content which may be cached when using the Mobile Application and/or Website or the Content.

5.8 In addition, you shall not and shall not allow a third party to:

5.8.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Mobile Application and/or Website and/or the Content ("the Software") or any files contained in or generated by the Software by any means whatever;

5.8.2 remove any product identification, copyright or other notices, from the Software or documentation;

5.8.3 lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or

5.8.4 disseminate performance information or analysis of the Software from any source relating to the Software.

6. Registration for the Services by Members and Providers

6.1 The Mobile Application and/or Website operates as an electronic health record repository within the healthcare sector to provide a platform for secure health consultation and information sharing between members and their healthcare or wellness professionals.

6.2 To register for the Services, you will, as a member, be required to

(i) read and accept [the Zarcare Consent for facilitating Medical, Health And Wellbeing Services Agreement](#), and

(ii) supply us with all of the information required by us for the purposes of the Services, including but not limited to, your name, profession, email address, and other personal information set out in the My Profile module

(iii) register, create and personalise your username and password ("Login Details")

(iv) verify the cellphone number and email address with which you have registered as belonging to you

(v) enter your Login Details into the Mobile Application and/or Website each time you access the Services.

7. Registration for the Services by Healthcare Professionals

7.1 If you are a healthcare or wellness professional, you must follow the process set out in the Additional Terms to register for and use the Services.

8. Commencement and additional services

8.1 Your appointment of Zarcare to render the Services commences on and is with effect from the date on which you register for the Services ("the Effective Date") and endures indefinitely until terminated by yourself or us giving the other 30 days notice thereof.

9. Limitation of liability for use of the Mobile Application and/or Website, the Content and the Services

9.1 Your use of the Mobile Application and/or Website, the Content and the Services is entirely at your own risk.

9.2 Subject to the provisions of the data processing agreement, POPI and the ECT Act and to the fullest extent allowed by law, we shall not have any liability whatsoever in relation to the Mobile Application, the Website, the Content and/or the Services. You hereby indemnify us against any Loss arising from your Use of or reliance on the Mobile Application and/or Website, the Content or the Services or the processing of a member's personal information or arising out of any of the events contemplated in paragraph

9.3 below, or any actions or transactions resulting therefrom, even if we have been advised of the possibility of such Loss.

9.4 In addition, you agree that we will not be liable for any unavailability, interruption, downtime, malfunction, or failure of the Mobile Application and/or Website, the Content or the Services for any reason whatsoever.

9.5 To the fullest extent allowed by law but subject to the provisions of the data processing agreement, POPI and the ECT Act, if any of the limitations or exclusions of our liability in these Terms are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative monthly liability to you exceed 100% (one hundred percent) of our relevant monthly Service consideration.

10. Limitation of warranties and representations

10.1 The Mobile Application and/or Website, the Content and the Services are provided "as is" and are subject to change without notice.

10.2. We herewith represent and warrant that, to the best of our knowledge and belief:

10.2.1 there are no patents, design or trade mark registrations or any other proprietary rights of any third party in force, which could be infringed by the Use of the Mobile Application and/or Website, Content or Services, but do not represent or warrant that such right does not exist;

10.2.2 there are no third party claim to the Mobile Application and/or Website, Content or Services and the intellectual property pertaining thereto, but do not represent or warrant that such claims do not exist;

10.2.3 there are no material errors or omissions in the Mobile Application and/or Website, Content or Services, but do not represent or warrant that such errors or omissions do not exist and therefore do not accept any responsibility for any such errors or omissions on the Mobile Application and/or Website or the Content. In addition, you acknowledge that the Content may not be accurate or complete.

10.3 Subject to the provisions of paragraph 11.2 above, the data processing agreement and the ECT Act, the Mobile Application and/or Website and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Mobile Application and/or Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Content.

10.4 We also make no warranty or representation, subject to the provisions of paragraph 11.2 above, whether express or implied, that the Content is free of viruses, destructive materials or any other data or code which is able to harm or otherwise impede in any manner the operation of a computer system, computer network or your hardware or software and you accept all risks in this respect.

10.5 You may also not rely on any warranty or representation, other than the provisions of paragraph 11.2 above, which allegedly induced you to agree to these Terms, unless the representation or warranty is recorded in these Terms.

10.6 You acknowledge that the information on the Mobile Application and/or Website and the Content is not intended to, and does not, constitute professional medical advice or a

replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition.

10.7 You acknowledge that the Mobile Application and/or Website, the Content and the Services is not intended to and does not create a doctor-patient or client-provider or member-provider relationship nor does it replace the relationship between a healthcare or wellness professional and their patients or clients who are Zarcare members.

10.8 The grant of any indulgence by us to you in respect of any matter connected to your use of the Mobile Application and/or Website, the Content or the Services shall not constitute a waiver of any right by us or prevent or adversely affect the exercise by us of any existing or future right.

11. Intellectual Property Rights

11.1 The Mobile Application and/or Website, the Content and the Services are protected by law. This incorporates all intellectual property rights in respect of the Mobile Application and/or Website, the Content and the Services, including all rights, title and interest (statutory and common law) in copyright, designs, trade marks and inventions. Any unauthorised use of the Mobile Application and/or Website, the Website Content and the Services and all intellectual property rights related thereto, is prohibited.

11.2 All intellectual property rights, including all rights, title and interest (statutory and common law) in copyright, of whatsoever nature existing now and in the future, remain the absolute property of Zarcare. The software may not be sub-licensed, transferred or assigned without the prior written consent of Zarcare and you shall not and shall not permit access to the software and any documentation relating thereto by any third party without the prior written consent of Zarcare.

11.3 You will not acquire any right, title or interest, including any intellectual property rights, in or to the Mobile Application, the Website, the Content or the Services other than those rights expressly granted to you in these Terms.

11.4 Where any of the Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

12. Variation of certain deeming provisions in the ECT Act

By using the Mobile Application and/or Website and/or the Services, you agree that these Terms create a binding agreement between us and you, even though these Terms are wholly or partly in the form of a data message. You agree specifically that:

12.1 the agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Mobile Application and/or Website;

12.2 an electronic signature is not required by you or us for purposes of agreeing to these Terms;

12.3 your use of the Mobile Application and/or Website and/or the Services is sufficient evidence of your agreement to these Terms;

12.4 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;

12.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us;

12.6 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message; and

12.7 these Terms will be interpreted and implemented in accordance with the laws of South Africa and you agree to the jurisdiction of the courts of South Africa.

13. Privacy Policy

13.1 Introduction

13.1.1 We recognise the importance of protecting your privacy in respect of your personal information (as this phrase is defined in POPI) collected by us when you use this Mobile Application and/or Website.

13.1.2 In adopting this Privacy Policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy. Accordingly, we will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of your personal information. However, we do not guarantee that your personal information shall be secure at any and all times.

13.1.3 Where there are reasonable grounds to believe that your personal information has been accessed or acquired by any unauthorised person, we will notify you and the Information Regulator which is appointed in terms of POPI. We will delay notifying you of the unauthorised access or acquisition of your personal information if a public body responsible for detection, prevention or investigation of offences or the Information Regulator informs us that notifying you will impede a criminal investigation. When we notify you of the compromise to the security of your personal information we will provide you with sufficient information to allow you to take protective measures against the potential consequences of the compromise.

13.2 Your agreement in relation to your personal information

13.2.1 By continuing to use this Mobile Application and/or Website:

13.2.1.1 you agree to the terms and conditions set out in this Privacy Policy. If you do not agree with this Privacy Policy, please do not continue to use the Mobile Application and/or Website and/or the Services; and

13.2.1.2 you agree that we may "collect, collate, process and/or store" your personal information (as this term is defined in POPI) ("Process") for, amongst other things, (i) the purposes of providing you with access to the Services, Mobile Application, Website and the Content; and (ii) for any of the purposes listed at paragraph 15.6 below.

13.3 We reserve the right to vary the terms of this Privacy Policy in accordance with paragraph 15.2 below. It is your responsibility to familiarise yourself with the most recent version of this Privacy Policy each time you access the Mobile Application and/or Website.

13.4 What types of personal information do we Process?

13.4.1 The types of personal information that we may Process includes information necessary for our legitimate business interest and the categories of personal information identified in POPI. This may include (amongst other things):

13.4.1.1 in the case of Members: your name and identity number, e-mail and physical addresses, postal address, contact information, information relating to your race, gender, ethnic or social origin, age, employment information, insurance information, medical conditions, medical history, medical documents, clinical metrics, prescription medication, views or preferences and the pages of the Mobile Application and/or Website viewed by you;

13.4.1.2 in the case of Providers: your name and identity number, e-mail and physical addresses, postal address, contact information, information relating to your race, gender, ethnic or social origin, age, details relating to your medical practice, and your registration details at the Health Professions Council of South Africa, views or preferences and the pages of the Mobile Application and/or Website viewed by you;

13.4.1.3 in the case of Organisations: Your name and registration number, e-mail and physical addresses, postal address, contact information, information relating to your employees, views or preferences and the pages of the Mobile Application and/or Website viewed by you;

13.4.2 We will limit the types of personal information we Process to only that to which you consent and which is necessary for our legitimate business interests.

13.5 When will we Process your personal information?

13.5.1 Personal information may be Processed by us in several ways, including, when:

13.5.1.1 you register to make use of the Services on the Mobile Application and/or Website;

13.5.1.2 you make use of the Services;

13.5.1.3 we carry out demographic research and/or medical research; and

13.5.1.4 you browse the Mobile Application and/or Website.

13.5.2 You acknowledge that all personal information processed by us may be stored by us and used for any of the purposes listed in paragraph 13.6 below.

13.6 How do we Use your personal information?

13.6.1 We may use your personal information:

13.6.1.1 to retain and make available to you medical information on the Mobile Application and/or Website as part of the Services;

13.6.1.2 as a member, to notify and authenticate your identity when you view and access your member profile and medical file;

13.6.1.3 as a provider that is a health care professional, to check that you are duly registered with the Health Professions Council of South Africa ("HPCSA") and other applicable councils or boards;

13.6.1.4 as an Organisation, to notify and authenticate your identity when you view and access your employee/member/student information;

13.6.1.5 to verify your identity on the Mobile Application and/or Website;

13.6.1.6 for security, administrative and legal purposes;

13.6.1.7 for customer relations; and

13.6.1.8 for helping us in any future dealings with you.

13.7 Sharing of your personal information

13.7.1 We will not disclose any of your personal information to third parties, except when we have your permission to do so or where we are required to do so in terms of law.

13.7.2 You agree that your de-identified aggregate personal information may be shared under the following circumstances:

13.7.2.1 to our holding companies, subsidiary companies, agents, advisers, service providers and suppliers;

13.7.2.2 to monitor web traffic: web servers serving the Mobile Application and/or Website automatically collect information about pages you visit. This information is used for internal

review, to tailor information to individual visitors and for traffic audits. This information (as well as information from third-party market researchers), on an aggregated, anonymous basis, is provided to advertisers advertising on the Mobile Application and/or Website. Should you provide personal information online as part of an online advertising promotion or in order to access a third party service, such information may be provided directly to the advertiser or the third party concerned;

13.7.2.3 promotions: many promotions offer opportunities to request additional information from sponsors or third parties. When you request more information about a particular promotion, your e-mail address may be shared with the sponsor of that promotion;

13.7.2.4 for statistics and advertisement purposes: we may perform statistical analyses in order to measure interest in the various areas of the Mobile Application and/or Website (for product development purposes) and to inform advertisers as to how many consumers have seen or "clicked" on their advertising banners. We may also use aggregated demographic information to allow advertising banners on the Website to be targeted, in aggregate.

13.7.2.5 government and law enforcement agencies, where the law requires that we disclose your personal information to a party, and where we have reason to believe that a disclosure of personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Mobile Application and/or Website Terms or may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other users, or anyone else that could be harmed by such activities.

13.7.2.6 to your employer/club/educational institution for demographic, wellness and health management purposes.

13.7.3 you agree that in a national state of emergency or in the event of a national pandemic to share relevant clinical and medical information to government and other third parties for your express benefit.

13.8 Your rights

13.8.1 You have the right to request, that we correct, destroy or delete any of your personal information that we have Processed in accordance with these Terms. The personal information that you may request us to correct, destroy or delete is personal information that has been Processed in accordance with these Terms that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain.

13.8.2 You have the right to withdraw your consent for us to Process your personal information at any time. The withdrawal of your consent can only be made by you on the condition that the withdrawal of your consent does not affect the Processing of your personal information before the withdrawal of your consent; or that the withdrawal of your consent does not affect the Processing of your personal information if the Processing is in compliance with an obligation imposed by law on us; or that the withdrawal of your consent does not affect the Processing of

your personal information where such Processing is necessary for the proper performance of a public law duty by a public body; or that the withdrawal of your consent does not affect the Processing of your personal information as required by law; or that the withdrawal of your consent does not affect the Processing of your personal information as required to finalise the performance of a contract in which you are a party; or that the withdrawal of your consent does not affect the Processing of your personal information as required to protect your legitimate interests or our own legitimate interests or the legitimate interests of a third party to whom the information is supplied.

13.8.3 You have the right to object to the Processing of your personal information at any time, on reasonable grounds relating to your particular situation, unless the processing is required by law. You can make the objection if the Processing of your personal information is not necessary for the proper performance of a public law duty by a public body; or if the Processing of your personal information is not necessary to pursue your legitimate interests; our legitimate interests or the legitimate interests of a third party the information is supplied to.

13.8.4 You have the right to object to the Processing of your personal information, at any time, if the Processing is for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications and you have not given your consent for that Processing.

13.8.5 You have the right to not have your personal information Processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to you.

13.8.6 You have the right not to be subjected, to a decision which is based solely on the basis of the automated processing of your personal information intended to provide a profile of you. Decisions that you may not be subjected to are decisions that result in legal consequences for you or affect you to a substantial degree without taking appropriate measures to protect your legitimate interests; without being for the execution of a contract that you have received performance for; or decisions made that are not in terms of law or of a code of conduct that specifies what appropriate measure must be taken to protect your legitimate interests.

13.8.7 You have the right to submit a complaint to the Information Regulator regarding an alleged interference with the protection of personal information Processed in accordance with these Terms. The Information Regulator's contact details will be published by the Government in due course in terms of POPI. When they are published POPI places a duty on us to inform you what those contact details are and we will do so.

13.8.8 You have the right to institute civil proceedings regarding an alleged interference with the protection of your personal information Processed in accordance with these Terms.

13.9 Use of cookies

13.9.1 Cookies are pieces of information a Website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for you by saving your

preferences and, tracking your online habits, traffic patterns, and making sure you do not see the same advertisement too often. The use of cookies is an industry standard.

13.9.2 We may place a "cookie" on your browser to store and sometimes track information about you.

13.9.3 While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the Website will not function properly if you refuse cookies.

13.10 Use of IP address

13.10.1 An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log IP addresses, or the location of computers on the Internet.

13.10.2 IP addresses are used for the purposes of push notifications to your Internet browser.

13.11 Links to other sites

When you are using the Mobile Application and/or Website, you could be directed to other sites that are beyond our control. These other web sites may send their own cookies to you, collect data or solicit personal information. We do not control the privacy policies of those third party web sites.

13.12 Passwords and login information

13.12.1 You may register your personal information with us via the Mobile Application and/or Website.

13.12.2 If you register your personal information we will provide you with a user name and password.

13.12.3 You must not provide your username or password to anyone. You are solely responsible for keeping your username or password secret.

13.12.4 You are solely responsible for any Loss you may suffer should any other person use your username or password.

14. Variation of these Terms

14.1 Subject to the variations or amendments provided for in terms of paragraph 16.2, no other variation or amendment, in any form whatsoever, of these Terms will be enforceable or binding on us unless we have agreed to such variation or amendment in writing. For this purpose, "writing" shall be writing on paper signed in ink by our authorised representative and specifically excludes any writing that may be in electronic format.

14.2 We are entitled and reserve the right to vary or amend these Terms from time to time:

14.2.1 For a member and/or provider: Any amendments to these Terms will be displayed on the Mobile Application and/or Website from time to time. On the first occasion on which you Use the Mobile Application and/or Website or the Services after we amend the Terms, you will be notified that amendments to the Terms have been effected and you will be required to re-affix your signature and/ or re-click/check "I Agree". If you continue to Use the Services thereafter, the amended Terms will immediately be treated as being effective and binding upon you;

14.2.2 For an Organisation: Any amendments to these Terms will be made subject to your approval. Any proposed amendments to these Terms will be made available to you by written notice, following which you may object to, propose counter-amendments, and/or accept, the proposed amendments within a period of 30 days by delivering written notice of such acceptance, counter and/or objection. Should we not receive such notice within the 30 day period, you will be deemed to have accepted and agreed to the proposed amendments.

14.3 It is your responsibility to access and familiarise yourself with any amendments to the Terms on each occasion that you make use of the Mobile Application and/or Website, the Content or the Services.

15. Miscellaneous matters

15.1 Addresses

15.1.1 Our address for the service of any legal notice is 27 Sandhurst Estate, 101 Argyle Avenue, Hurlingham, Sandton (with current email address info@zarcare.co.za).

15.1.2 Notices given to the above addresses shall be deemed to have been duly given: (i) 14 days after posting, if posted by registered post to our postal address; (ii) on delivery, if delivered to our physical address; and (iii) on despatch, if sent to our then email address.

15.2 Disputes, claims and legal proceedings

15.2.1 Any dispute declared by you and any claim which you may have against us arising out of or in connection with these Terms or the use of the Services, including after termination, cancellation or amendment of these Terms and/or the Services will be referred to arbitration in accordance with the Arbitration Act 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.

15.2.2 If we declare a dispute with you, or wish to institute any claim or legal proceedings against you arising out of or in connection with these Terms or your use of the Mobile Application and/or Website, the Content or the Services, we reserve the right to deal with the matter in a forum of our choice, which will include but will not be limited to, the courts of South Africa. This right will continue to apply after termination, cancellation or amendment of these Terms.

15.2.3 Notwithstanding anything to the contrary contained in these Terms, neither you nor we will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

15.3 Costs

Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by us arising out of your use of the Mobile Application and/or Website, the Content and/or the Services, or a breach of these Terms, will be borne by you.

15.4 Assignment

You shall not cede, assign or transfer any of your rights and obligations in these Terms without our prior written consent. We are entitled to cede, assign or transfer any of our rights and obligations in these Terms without your prior written consent and without notice to you.

15.5 Interpretation

15.5.1 Copies of POPI and the ECT Act can be viewed and downloaded at and respectively. It is your responsibility to ensure that the copies downloaded or viewed are the most recent versions of POPI and the ECT Act.

15.5.2 In the event that any part of these Terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

15.5.3 No relaxation or indulgence which we may grant to you will be deemed to be a waiver of any of our rights in these Terms or in law.

15.5.4 The termination of any agreement created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

ADDITIONAL TERMS AND CONDITIONS FOR PROVIDERS

Definitions

1.1 In these additional terms & conditions ("Terms"):

1.1.1 "Login Details" means the username and password we provide to you or created by you upon registration for the Services for the purposes of giving you access to the Services;

1.1.2 "Terms and Conditions" means the general terms and conditions governing your use of the Mobile Application and/or Website and/or the Services offered by us via the Mobile Application and/or Website;

1.1.3 "Loss" means any loss, including loss of profit, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential;

1.1.4 A "Member" means a "patient" or "client" depending on the most appropriate term relating to the services you provide. "Patient" means any one of your patient and "Client" means any one of your clients.

1.1.5 "Services" means services made available by us via the Mobile Application and/or Website by means of which you are able, amongst other things, to (i) scan and digitise Member paper based files including the electronic capture of photos and other relevant paper based documents, and (ii) capture and record the Member's file information and medical records electronically on our secure mobile and web based electronic health record keeping system, and (iii) access, update and view the member's information stored via the Zarcare Mobile Application and/or Website, including diagnoses, treatment provided by you to the Member, medicines dispensed, clinical notes, procedures and tests performed and any consumables used in treating or assisting the member, and (iv) communicate in-practice via instant messaging, and (v) create and manage tasks within the practice, and (vi) create and manage member complaints, and (vii) electronically obtain member consent and manage member consent forms;

1.1.6 "use" means to use, access, refer to, or view the Services;

1.1.7 "We", "our", "us" and "Zarcare" means Zarcare (Proprietary) Limited, registration number, 2017/267166/07, registered in South Africa;

1.1.8 "Website" means the website which is accessible at the URL: www.zarcare.co.za;

1.1.9 "Mobile Application" means the mobile application which is accessible at the Apple App Store and Google Play Store; and

1.1.10 "you" and "your" means a healthcare professional that makes use of the Services.

1.2 Unless specifically described in these Terms, defined words will have the same meaning as the defined words in the Terms & Conditions.

2. What do these Terms regulate?

These Terms set out the terms and conditions upon which you may use the Services.

2.1 Your agreement to comply with these Terms

2.2 You must know and understand the:

2.2.1 Terms & Conditions; and

2.2.2 these Terms,

because together they will constitute a binding agreement between you and us in respect of your use of the Services.

2.3 The Terms and Conditions (including the privacy policy included in the Terms and Conditions) are incorporated in these Terms by reference and you agree to be bound by such terms and conditions as if they had been included in these terms in full. The Terms

and Conditions, as well as the privacy policy are available at the beginning of this document.

2.4 If there is any conflict between the Terms & Conditions and these Terms, these Terms will apply.

2.5 You agree that affixing your signature and/ or clicking/checking "I Accept" and using the Services will constitute your acceptance of these Terms and the Terms and Conditions.

2.6 If you do not want to be bound by these Terms and/or the Terms and Conditions, you must not continue to use the Services and must not affix your signature and/ or accept or check "I Accept".

2.7 You may print a copy of these Terms. If you have any difficulty printing these Terms or require help getting a hard copy of these Terms, you should contact our support team via email at info@zarcare.co.za.

3. Accessing the Services

3.1 Only persons who have registered may make use of the Services via the Mobile Application and/or Website.

3.2 To register for and use the Services on the Mobile Application and/or Website you will be required to:

3.2.1 agree to these Terms;

3.2.2 provide us with all the information we require in order to make the Services available to you, including but not limited to:

(i) your verified personal details;

(ii) details relating to your qualifications, and

(iii) for all medical doctors and practitioners we require confirmation of your registration at the Health Professions Council of South Africa ("HPCSA") and your practice number if applicable

(iv) up-to-date proof of registration with the relevant boards relating to your health and wellness profession

3.3 You agree that we may use the information provided to us in terms of clause 3.2.2 to conduct a check with the relevant governing bodies such as, but not limited to HPCSA, ASCHP etc.

3.4 When logging on to use the Services, you will be requested to enter your Login Details. You may at any time change your Login Details. You will be solely responsible for keeping these Login Details secret. You agree to notify us immediately should you suspect that another person has obtained access to your Login Details or if you are aware of any unauthorised use of your Login Details.

3.5 To the extent permitted by law, you will be responsible for any Loss or damage you, the members who are your Patients or Clients or any other party may suffer if any other person accesses the Services using your Login Details.

3.6 To access the Services, you must have access to an Android or Apple (iOS) mobile device (phone/ tablet) or computer, which is able to connect to the internet and to download and receive content.

4. Allowed use and licence

4.1 You acknowledge that the Services made available to you are owned by, or licensed to us and are protected by intellectual property laws.

4.2 You agree that you will not use the Services in any manner that constitutes a violation of any law (including intellectual property law), or an infringement of the rights (including the intellectual property rights) of Zarcare, our licensors or any third party.

4.3 You agree that you will not reproduce, modify, copy, perform, transmit or commercially exploit the Services in any manner whatsoever.

5. Member and Provider Consent

5.1 By becoming a Member or Provider of Zarcare, you hereby consent to the facilitation of online healthcare and wellness services. As a member or provider, you understand and acknowledge that these services may involve the recording of notes and information for the purposes of delivering effective and efficient healthcare and wellness support.

5.2 You authorise Zarcare and its authorised personnel to record, store, and maintain any notes and information related to healthcare and wellness consultations conducted through the platform. This includes, but is not limited to, medical history, symptoms, diagnoses, treatment plans, and any other relevant details necessary for the provision of healthcare services.

5.3 You understand that the recorded notes and information will be handled with appropriate safeguards to protect my privacy and comply with applicable laws and regulations regarding data protection and client and patient confidentiality. You acknowledge that while reasonable efforts will be made to ensure the security of the information, no data transmission over the internet can be guaranteed as completely secure.

5.4 You also acknowledge that you have the right to access, review, and request the correction or deletion of my recorded information in accordance with the applicable privacy laws and the terms and conditions of Zarcare.

6. Exclusion of liability for use of the Services

6.1 The provisions in paragraph 9 of the Terms and Conditions shall apply, as is, to your use of the Services.

7. Additional disclaimers and exclusion of warranties

7.1 You acknowledge that the information on the Mobile Application and/or Website is not intended to, and does not, constitute professional medical advice or a replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition of the Member.

7.2 You acknowledge that the use of the Mobile Application and/or Website does not create nor replace the professional relationship you have with the Member. Accordingly, whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy and safety of the content of this Mobile Application and/or Website:

7.2.1 you agree that any reliance hereof and hereon is solely and entirely at your own risk and that you assume full responsibility and risk of Loss resulting from the use hereof;

7.2.2 you agree that the information you record and capture in respect of the Member is accurate and is recorded solely and entirely at your own risk and you assume full responsibility and risk of Loss resulting from the use thereof; and

7.2.3 you agree that the use of the products or services which may be advertised on the Mobile Application and/or Website are used at your own risk and you assume full responsibility and risk of any injury, damage or Loss resulting from the use thereof.

7.3 You hereby indemnify the Indemnified Parties against any claims, costs or damages that may be incurred by the Indemnified Parties of whatsoever nature, including, without limitation any direct, indirect, special, consequential and/or physical damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, accuracy or inability to use the Mobile Application and/or Website or the information contained herein.

7.4 You agree that Zarcare may, on reasonable notice to you, limit or deny access to all or any part of the Services for purposes of performing any upgrade, repair or maintenance services. In these circumstances, we will use our best efforts to limit or deny your access to the Services to non business hours.

8. Support

Should you experience any difficulties with any aspect of the Services you may contact our support team via email at info@zarcare.co.za.

Conclusion

By accepting this agreement, you confirm that you have read and understood the terms and conditions related to the facilitation of online healthcare and wellness services, including the recording of notes and information, and you willingly provide your consent for these activities to take place.