

1. ACCEPTANCE

- 1.1. The NetcarePlus Products are brought to you by Netcare Plus (Pty) Ltd, as defined in these Terms and Conditions.
- 1.2. These Terms and Conditions constitute an agreement between you ("the Patient and/or Purchaser) and NetcarePlus. These Terms and Conditions shall apply to all natural and or juristic persons who purchase NetcarePlus Products and or utilize the Services.
- 1.3. You hereby acknowledge that you have read, understood and agreed to these Terms and Conditions.
- 1.4. Should you be purchasing the NetcarePlus Product on behalf of another person, you hereby confirm that you shall ensure that the Patient is made aware of these Terms and Conditions to which they shall be bound. Where the Patient is a minor, who is unmarried and below the age of 18 years, you (the Purchaser) hereby consent to these terms and condition on behalf of the Patient and hereby confirm that you are duly authorised to do so in both your personal and representative capacities and in so doing accept responsibility for the use of the Services in accordance with these Terms and Conditions on behalf of the minor Patient.
- 1.5. NetcarePlus reserves the right, at any time and without prior notice given to the Purchaser and/or Patient, to change these terms of use and the Purchaser and/or Patient shall be automatically bound by such changes.
- 1.6. Should you not understand or agree to these Terms and Conditions kindly, notify us on servicecentre@netcareplus.co.za

2. DEFINITIONS

- 2.1. In these Terms and Conditions, unless inconsistent with the context, the words and expressions below will bear the following meanings and similar expressions will bear similar meanings:
- 2.2. "**Netcare Group**" means any subsidiary company or Affiliate of Netcare Limited (registration number: 1996/008242/06);
- 2.3. "**NetcarePlus**" means Netcare Plus Proprietary Limited, with registration number: 2018/415232/07;
- 2.4. "**NetcarePlus IT Network**" means the NetcarePlus IT Network where the NetcarePlus Partners List may be viewed and where the Telemedicine Platform may be accessed;
- 2.5. "**NetcarePlus Partner**" means an approved independent third party who has undertaken to accept the Vouchers in exchange for providing the Services and who appears on the NetcarePlus Partner List for the specific Product;
- 2.6. "**NetcarePlus Partner List**" means the list of approved NetcarePlus Partners in relation to each Product which may be accessed via the NetcarePlus Website, under the Provider Tab
- 2.7. "**Patient**" means the Purchaser or a person who is duly authorised by the Purchaser, who redeems the Voucher in accordance with these Terms and Conditions;

2. DEFINITIONS CONTINUED

- 2.8. **“Product”** means the NetcarePlus Product as defined on your Voucher a further description of which will be available on the NetcarePlus website, such Products may include but is not limited to:
- 2.8.1. Face to Face Medical Consultations (with or without the option of Medication)
 - 2.8.2. Telemedicine Consultations (without Medication);
- 2.9. **“Purchaser”** means the person who purchases the Product and is thus entitled to the Services associated with such Product;
- 2.10. **“Services”** means the services associated with the Product as set out on the Voucher and or the Product description displayed on the NetcarePlus website;
- 2.11. **“Telemedicine Consultation”** means the telephonic or video call medical consultation with a Partner, which is one of the Products which may be purchased;
- 2.12. **“Telemedicine Platform”** means the platform upon which the Telemedicine Consultation will take place, and such platform process shall be communicated at the time of purchase;
- 2.13. **“Terms and Conditions”** means these NetcarePlus terms and conditions as amended from time to time;
- 2.14. **“Voucher”** means the notification received by you upon purchasing the Product, which may be in the form of an SMS, e-mail or gift card and which details the Services which are redeemable by the Patient.

3. VOUCHERS

- 3.1. The Voucher will be in the form of an SMS, e-mail, physical or digital card. NetcarePlus is not liable or responsible for any loss suffered as a result of the Voucher being blocked by network providers, filters or firewalls, or where the incorrect email address or cell phone number has been entered by the Patient.
- 3.2. The Voucher may be redeemed by the Patient at any one of the NetcarePlus Partners or via the Telemedicine Platform, whichever may be applicable. For avoidance of doubt the Voucher cannot be redeemed at a Netcare Hospital or a Netcare Emergency Department or a non-network provider unless otherwise indicated on the NetcarePlus Partner List.
- 3.3. Each Voucher shall remain valid for 3 (three) years from the date of purchase and it is the responsibility of the Patient to ensure the Voucher is utilised prior to the expiry date.
- 3.4. The Voucher may be redeemed by the Patient who may be the Purchaser or a person who has been duly authorised by the Purchaser to redeem the Voucher.
- 3.5. This Voucher is non-refundable and cannot be exchanged for cash in part or full.
- 3.6. The Voucher is valid for a single transaction only and is subject to the NetcarePlus Partner’s availability.
- 3.7. The NetcarePlus and or the NetcarePlus Partner retains the right to reject any Voucher that has been tampered with or found in any way to be unacceptable.
- 3.8. The safety of the Voucher is the Patient’s responsibility and whilst NetcarePlus may agree to reissue the Voucher, this will be within the sole and absolute discretion of NetcarePlus. For avoidance of doubt NetcarePlus shall not be obliged to issue or reissue a Voucher in the event that the Patient’s Voucher is lost, stolen or used by or sent to an unauthorised person.
- 3.9. NetcarePlus reserves the right to cancel issued Vouchers, and or request alternative forms of payment if it is suspected that a Voucher has been fraudulently obtained and such Voucher is redeemed or used to redeem the Services.

4. REDEEMING YOUR VOUCHER

- 4.1. You will be required to make an appointment with the NetcarePlus Partner by calling 0860 101 151 or by completing the on-line booking request on the NetcarePlus webpage (www.netcare.co.za/netcareplus). All appointments are subject to availability.
- 4.2. The Services shall only be provided by the NetcarePlus Partner on presentation and verification of the Voucher. It is the Patients responsibility to ensure that he/she has confirmed that he/she has access to a contracted NetcarePlus Provider before purchasing the Voucher and that the Voucher is valid at the time of use.
- 4.3. The Patient shall only be entitled to the Services under the Product purchased. Should the Patient require additional services, this shall be a separate transaction between the Patient and the NetcarePlus Partner that may include an additional cost which shall be for the Patient's account. For avoidance of doubt additional services may include but shall not be limited to special investigations, consumables, procedures, injectable and or medicine.
- 4.4. For the GP consultation plus medication voucher, medication can only be provided for acute minor illnesses from the medication stocked by dispensing NetcarePlus partners. Any additional medication or medication exceeding the fair value of the voucher purchased will be for the patient's own account. The Services shall only be accessible during the office hours of the NetcarePlus Partner.

5. INDEMNITY

- 5.1. The Patient hereby indemnifies NetcarePlus, the NetcarePlus Partners, the Netcare Group and any of their affiliates, agents and or representatives ("Indemnitees") from and against loss, damage, costs, expenses, liabilities, (including legal costs on attorney and own client scale) ("Loss") which the Patient may suffer or incur arising from or as a result of the use of the Voucher, Product and or Services, provided such Loss did not arise due to the gross negligence or wilful misconduct of the Indemnitees.
- 5.2. The Patient understands and acknowledges that all NetcarePlus Partners are independently contracted and are not employed by NetcarePlus, and thus NetcarePlus is not liable for the conduct of the NetcarePlus Partners.

6. MEDICAL RECORDS AND DATA PROCESSING

- 6.1. The Patient acknowledges that in providing the Services, it may be necessary for NetcarePlus, NetcarePlus Partners and/or any other third parties that are involved in the provision of Services, to process his/her personal information. By accepting these Terms and Conditions, the Patient hereby provides his/her consented to NetcarePlus, the NetcarePlus Partner or relevant third party to process his/her personal information as defined in law for purposes of providing the Services. Without limiting the application of this clause and for the sole purpose of avoidance of any doubt -

6.1.1. The Patient authorises NetcarePlus and any of the NetcarePlus Partners to disclose the Patient's medical records to all medical practitioners who provide medical care to the Patient or to whom the Patient has been referred, as may be permitted in terms of the National Health Act 61 of 2003 and the Protection of Personal Information Act 4 of 2013.

6.1.2. The Patient consents to NetcarePlus and or any NetcarePlus Partner processing the Patients personal information for the purposes of the Protection of Personal Information Act, provided that NetcarePlus and or any NetcarePlus Partner only processes such information to the extent that is reasonably required.

7. MARKETING AND COMMUNICATIONS

- 7.1. The Patient hereby consents to receiving general communications and digital marketing campaigns from NetcarePlus.
- 7.2. The Patient may elect to opt-out of receiving communications at any time by sending an email to the email address set out in clause 1.6.

8. FACE TO FACE CONSULTATIONS

- 8.1. All face to face Consultations shall be conducted at the Partner's practice, the address thereof shall be verified by the Patient upon the booking of such Services in accordance with clause 4.1.

9. TELEMEDICINE CONSULTATIONS

- 9.1. All Telemedicine Consultations shall be conducted via the Telemedicine Platform and it is the responsibility of the Patient to ensure they have access to the platform and sufficient connectivity and data to conduct the Telemedicine Consultation. Failure to do so will render the Voucher void and the Patient shall not be entitled to a refund. If the connection failure was due to the fault of the NetcarePlus Partner the partner will reschedule the virtual appointment or continue the consultation telephonically.
- 9.2. Telemedicine Consultations have the following limitations which you acknowledge and accept:
- 9.2.1. may not include a virtual / video face to face consultation;
 - 9.2.2. excludes medication, radiology or pathology if a referral required,
 - 9.2.3. your vital signs will not be assessed;
 - 9.2.4. should you not have a pre-existing relationship and/or file with the NetcarePlus Partner prior to the Telemedicine Consultation, the Voucher shall only be valid for so long as the Telemedicine Consultation is permitted by law;
 - 9.2.5. based on the information you provide, the Partner may require that you attend a physical face to face consultation in order to provide a more accurate diagnosis. This will be at an additional cost and is not included in the original voucher purchased.
- 9.3. Should the Telemedicine Voucher not be permitted by law, NetcarePlus and or the NetcarePlus Partner reserves the right to exchange the Telemedicine Voucher for a face to face Voucher subject to a co-payment payable by you, which shall be equal to the difference between the costs of the Telemedicine Voucher and the face to face Voucher.
- 9.4. The Patient shall be bound by the terms of use set out in clause 10 below.

10. NETCAREPLUS: TERMS OF USE REGARDING ACCESS TO THE NETCAREPLUS IT NETWORK

- 10.1. For purposes of this clause 10 the word "User" refers to the Purchaser, the Patient or any person who accesses the NetcarePlus IT Network.
- 10.2. NetcarePlus reserves the right to apply restrictions or restrict the user's access to the NetcarePlus IT Network. Examples of the user's behaviour which may compromise the NetcarePlus IT Network performance include, amongst others, causing congestion, running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as peer-to-peer or video streaming services. Restrictions which may be applied by NetcarePlus include, but are not limited to, restriction of access to the Services, reducing the user's throughput speeds and/or personalising the User's bandwidth to limit the use of bandwidth intensive protocols and applications.

10.3. Unlawful Or Prohibited Use

The User warrants to NetcarePlus that he/she will not:

- 10.3.1. Use the NetcarePlus IT Network for any purpose that is unlawful or prohibited by these terms and conditions;
- 10.3.2. Use the NetcarePlus IT Network in any manner which could damage, disable, overburden, or impair the NetcarePlus IT Network or interfere with any other party's use of the NetcarePlus IT Network; and
- 10.3.3. Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the NetcarePlus IT Network.

10. NETCAREPLUS: TERMS OF USE REGARDING ACCESS TO THE NETCAREPLUS IT NETWORK CONTINUED

10.4. Termination/Access Restriction

- 10.4.1. NetcarePlus reserves the right, at its sole discretion, to terminate the User's access to the NetcarePlus IT Network any time, without notice thereof.

10.5. Information and Cyber Security Guidelines

- 10.5.1. Computer systems and network connected devices must be configured to be connected to securely connect to and communicate information via the NetcarePlus IT Network. It is the User's sole responsibility to provide and continuously ensure a secure connection between the User's device and the NetcarePlus IT Network. The User shall establish and maintain appropriate security measures (such as, but not limited to, the installation of effectively, application of appropriate authentication measures, installation of updated antivirus programs, software updates etc.) to protect the NetcarePlus IT Network leveraging against security breaches, unauthorised access, interference, intrusion, leakage and/or theft of data or information.

10.6. Liability Disclaimer

- 10.6.1. The information, software, products, and services included in or available through the NetcarePlus IT Network may include inaccuracies or typographical errors. Changes are periodically added to the information herein.
- 10.6.2. No warranties, representations, undertakings whether express or implied are given in respect of the access of the NetcarePlus IT Network (including but not limited to the content, software, products, related graphics or the service provided) including the reliability, accuracy, completeness, suitability and availability of the NetcarePlus IT Network or of any other web service or linked service which may be accessed through the NetcarePlus IT Network and/or Services. Accordingly, NetcarePlus shall not be bound in any manner by any information contained in the abovementioned. Any reliance on any information on NetcarePlus IT Network shall be at the User's own risk.
- 10.6.3. To the maximum extent permitted by the applicable law, in no event shall NetcarePlus, its affiliates and/or its agents be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the NetcarePlus IT Network, with the delay or inability to use the NetcarePlus IT Network or related services, the provision of or failure to provide the NetcarePlus IT Network, or for any information, software, products, services and related graphics obtained through the NetcarePlus IT Network, or otherwise arising out of the use of the NetcarePlus IT Network
- 10.6.4. Whilst NetcarePlus shall endeavour to ensure the security of the NetcarePlus IT Network, , NetcarePlus provides no warranty or guarantee that the NetcarePlus IT Network will be error and virus free and will therefore accept no liability for damage or loss that the User may suffer as a result of any electronic communications.
- 10.6.5. If the User is dissatisfied with any portion of the NetcarePlus IT Network, or with any of these terms of use, the User's sole and exclusive remedy is to discontinue using the Product.

10.7. General

- 10.7.1. The content and design of pages of the Product are subject to copyright. Ownership of all intellectual property rights to the NetcarePlus IT Network, Products and/or Services vests in NetcarePlus, unless otherwise specified.

10. NETCAREPLUS:

TERMS OF USE REGARDING ACCESS TO THE NETCAREPLUS IT NETWORK CONTINUED

- 10.7.2. The User agrees that he/she and/or any person acting on his/her behalf, will preserve the confidentiality of any patient information and that this obligation shall continue indefinitely. A breach of this requirement will constitute a material breach of these Terms of Use and Netcare shall be entitled to terminate the User's access to the NetcarePlus IT Network with immediate effect.
- 10.7.3. The User shall not upload or process any patient information to or on the NetcarePlus IT Network in any way that is incompatible with the consent provided by the owner of the patient information. If the User is not the Patient who received the Product and/or Services, the User warrants that he/she has obtained the consent of the Patient to upload such Patient's information to the NetcarePlus IT Network
- 10.7.4. The User acknowledges that he/she is responsible for complying with the respective obligations under applicable privacy and data protection laws governing the collecting, processing and sharing of personal information.
- 10.7.5. The User agrees that the use of the NetcarePlus IT Network, Products and/or Services and any dispute arising out of the use of this Product is subject to the laws of the Republic South Africa.

10.8 Safe usage guidelines

- 10.8.1. Do not open email messages or click on links that may appear suspicious, or is questionable.
- 10.8.2. Never disable or uninstall any security settings on your system.
- 10.8.3. Do not download copyright material including videos, music, software or intellectual property.
- 10.8.4. Do not enter any logon credentials if you are unsure of the source and validity of the internet service and/or email.
- 10.8.5. Ensure that personal and patient information is securely transmitted over the internet.
- 10.8.6. Choose strong passwords for internet based services and change them regularly.
- 10.8.7. Keep your anti-virus and windows operating system up to date.