

## **TERMS AND CONDITIONS GOVERNING ACCESS TO AND USE OF THIS WEBSITE**

### **1. PARTIES AND USER ACCESS**

1. The parties to this agreement are you ("the user") and the owners of this website being Mediclinic ("Mediclinic").
2. Your use of and access to this website will at all times be governed by the provisions of these terms and conditions and by using and/or accessing this website you accept fully all these terms and conditions and agree to bound by and comply fully therewith.
3. If you do not wish to be bound by and comply with these terms and conditions in full, your access and use of this website must be terminated immediately.

### **2. PRIVACY POLICY**

Mediclinic is committed to ensuring the privacy and integrity of information submitted by users of our website. All information of a personal nature submitted or provided by users will be treated confidentially and will not be disclosed to any person without express consent of the user concerned but always subject to the following:

1. Disclosure of any information provided or submitted by a user will only be allowed to be made where:
  1. Such information is in the public domain; or
  2. Mediclinic is obliged in terms of any law, order of court, legal process or other lawful reason to disclose such information.
2. Personal information may be disclosed to Mediclinic's vendors, suppliers and marketing agents where this information is necessary for them to evaluate and enhance the product and services offered on this website.
3. Mediclinic may disclose certain personal information of users such as names and e-mail addresses to affiliated service providers for purposes of distributing promotional materials, surveys and questionnaires or other information or material for which a user has specifically indicated its willingness to receive.
4. Mediclinic may provide general information to third parties which do not contain particular personal information of users such as their names and addresses, and which is intended to be used solely for compiling statistical or demographic information or otherwise.
5. Mediclinic does not and cannot control the confidentiality, access to or dissemination of information which is retrieved through the use of "cookies" or information retrieved through the collecting and storing of IP addresses of visitors to this website.

A "cookie" is a computer file, which is transferred automatically from our website to a user's computer during an online session which enable Mediclinic and its sponsors and advertisers to customise webpage content and to gather general information on the use and frequency of the user traffic. An IP address is an address assigned to your computer or server identifying it when conducting Internet activity.

### **3. COPYRIGHT AND TRADEMARKS**

1. A user's access to this website and the information contained on it, does not in any way convey or transfer any right in or to the intellectual property rights of Mediclinic's data or information displayed or accessible from the website or in any of the trademarks, copyright, designs, patents, domain names, know-how, confidential information, trade secrets or any other intellectual property rights which may vest in Mediclinic or in the author, compiler, creator or licensor of such information.

2. All Mediclinic's trademarks, logos, brands, domain names and other marks and intellectual property relating to this website, or any information contained or accessible from this website shall remain the sole and exclusive property of Mediclinic and the relevant authors or licensors and the user undertakes that it will not use, disseminate, or otherwise deal with such intellectual property without Mediclinic, the relevant licensor or author's prior written approval.
3. Copyright and all other intellectual property rights subsisting in any data base/s maintained by Mediclinic and relating to this website is owned by Mediclinic or the relevant provider or supplier thereof.
4. A user may only use information retrieved, viewed, downloaded or otherwise obtained by viewing this website, for its own personal and non-commercial use and such information and/or data may not be sold, resold, transmitted or otherwise made available or disseminated in any manner via any media to any third parties unless the prior written consent of Mediclinic has been obtained.
5. The user undertakes not to change or delete any proprietary notices contained in any material, data or information downloaded or otherwise retrieved from the Mediclinic website.
6. Under no circumstances may a user reverse, engineer, disassemble, decompile, reproduce, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recordation or otherwise) any of the material, information or content viewed, downloaded or otherwise retrieved from this website without the prior written consent of Mediclinic.

**4. CONTENT ON THIS WEBSITE**

1. The content on this website is presented for information purposes only and nothing contained in this website is intended to be instructional for medical diagnosis or treatment. The information contained on this website is not intended to replace or substitute professional medical advice and is merely inserted for general informational and educational purposes. The information does not relate to any particular individual or individuals and under no circumstances should any user rely on the information for purposes of any treatment and/or medical advice.
2. Any person requiring any medical advice or treatment should consult their relevant medical practitioner or other qualified healthcare professional to suitably diagnose any ailments or diseases and prescribe the relevant treatment.
3. All information viewed or services used or accessed from this website are provided "as is" without any warranty, whether express or implied.
4. Mediclinic does not warrant, hold out or represent that any services, benefits or facilities offered on this website to users or a class of users, such as online booking available to certain registered healthcare professionals will always be available, be accurate, reliable, or perform the functions it was intended to. Users are cautioned against relying on any service or facility provided on this website and should always independently verify any information or confirmation contained or generated from this website or any software associated therewith.

**5. HYPERTEXT LINKS and ADVERTISING**

1. Mediclinic provides hypertext links to websites on the Internet which are operated by third parties. Users are encouraged to use discretion when searching or accessing such links.
2. Under no circumstances does Mediclinic take responsibility for the content and/or services or products offered on third party websites which may be linked to this website and gives no warranty, guarantee and makes no representation in respect of such linked websites.
3. The provisions of these terms and conditions do not apply to such third party websites as these websites are not maintained and/or hosted by Mediclinic or its service providers.
4. This website contains advertisements, comprising, inter alia, any illustrative and/or textual material, including banners, pop-up windows, buttons, intermercial, links and advertising sponsorships. Unless specifically otherwise indicated in writing, Mediclinic does not endorse any product whose services are advertised or promoted by such advertisement nor does Mediclinic make any representation or give any warranty in regard to the content, accuracy, suitability or fitness for purpose of any material, information or data contained in or linked to any advertisement on this website.

**6. USER'S RESTRICTIONS AND SECURITY**

1. The user undertakes to conform to generally acceptable Internet etiquette and to abide by all Mediclinic's operating policies which may be amended from time to time at Mediclinic's discretion. The user warrants and undertakes that all information, documentation, data and material provided or transmitted to Mediclinic will be accurate, truthful and current and the user is solely responsible for the content of such information, documentation, data and material.
2. Mediclinic reserves the right to take any action in relation to any documentation, information, data or material which Mediclinic may in its sole discretion deem necessarily appropriate, if it believes that the failure to take such action may create any liability whether perceived or otherwise for Mediclinic or its suppliers, or advertisers who cause Mediclinic to lose or suffer any harm or damages in any proprietary interest or goodwill or which may adversely affect the provision or access to this website or the services of any of its service providers. In particular, the user undertakes:
  1. not to violate the privacy of any person or to violate the security of any computer system or network, which shall include but not be limited to:
    1. the infringing, directly or indirectly, any third party copyright, patent, trademark, trade secret or any other proprietary rights or rights to publicity or privacy;
    2. the violation of any law, statute, ordinance, regulation or public policy in force in South Africa. In this regard the user undertakes to familiarise himself with and ensure that he is kept continuously aware of, any amendments to such laws or regulations which may be in force from time to time;
    3. any information, documentation, data or material submitted or provided to Mediclinic shall not be defamatory, trade libellous, unlawfully threatening or unlawfully harassing, obscene, offensive or in bad taste;

4. any files transmitted shall not contain any “viruses”, “Trojan Horses”, “worms”, “time bombs”, “cancelbots” or any other computer programming routines or software that is intended to damage, detrimentally interfere with, intercept or expropriate any system, data or computer network nor to engage any activities which can be regarded as hacking or otherwise interfering with the integrity of this website and its supporting infrastructure;
5. the commission of any act or any omission which may have adverse technical affects on the integrity or functionality of this website and its supporting servers and infrastructure;
6. giving or making available in any way the user’s user name and password to any other person in any manner for such person’s use, and the user undertakes to take whatever steps may be necessary to ensure the safekeeping and confidentiality of such user name and password and in any event a user shall not disclose same to any third party without Mediclinic’s prior written consent. A user shall be legally bound by and held responsible for actions taken with its user name and password. The user hereby acknowledges that Mediclinic is entitled to reasonably presume that the user is the transacting party where a specific user name and password has been used to gain access to, view and/or engage in any activity on this website or any part thereof;
2. to immediately notify Mediclinic should it have any reason to believe that the confidentiality of the user name and password may be compromised;
3. to inform Mediclinic of any restrictions and/or limitations on the authority of any authorised user who has been given access to the service and/or content of this website promptly and in writing.

**7. DISCLAIMER AND INDEMNITY**

1. Due to the number of sources from which Mediclinic obtains content and the nature of electronic distribution via the worldwide web and internet, neither Mediclinic nor any of its suppliers shall be liable to any user or to any other person in respect of any loss or damage of whatsoever nature caused by or arising from any of the following circumstances, (and the user hereby indemnifies Mediclinic and its suppliers against any and all claims in respect of such loss or damage):
  1. resulting from or related to the use or access of or inability to use or access any of the Information, content or services provided on this website;
  2. any fact or circumstance beyond the reasonable control of Mediclinic;
  3. any breakdown in the service provided by external service providers (including but not limited to line failure attributable to Telkom);
  4. the performance or unavailability of this website, or any other website to which it is connected or linked;
  5. any suspension or interruption of access to this website by Mediclinic;
  6. any breach of privacy or security by any person or entity;
  7. the loss, damage, destruction, theft, contamination or corruption of any data, information or content accessible by means of this website;

8. the preservation and protection of the integrity of any text or any other form of data, information or content which is contained on or accessible from this website;
    9. any publication or use of any information or data contained on or accessible from this website;
    10. a user's failure to perform any of its obligations in terms of this agreement, including but not limited to a failure to comply with any of the provisions of clauses 6 and 8.
  2. Without limiting the generality of the foregoing, neither Mediclinic or its suppliers shall be liable for any direct, consequential or indirect loss suffered by a user or any other person, and the user hereby indemnify and holds Mediclinic and its suppliers harmless against any such claim or liability, including but not limited to loss of profits, loss of data and/or loss of anticipated business or goodwill.
  3. While Mediclinic will use all reasonable endeavours to ensure integrity, security and confidentiality of all personal information submitted and/or obtained from a user, it will not be held liable under any circumstances if such information is compromised, disseminated or otherwise disclosed through conduct outside the control of Mediclinic such as hacking, infection by viruses, Trojan Horses or any other computer programming routines or software that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
  4. Mediclinic hereby disclaims any liability for, and the user hereby indemnifies Mediclinic and its suppliers from and against, any and all losses, liability, costs or damage suffered or incurred by a user or any other person arising out of or in connection with the use, provision or distribution of any feature or service which may be promoted, displayed on, or associated with, this website or any other website which can be accessed from this website, however such loss or liability may occur, and whether such loss or liability is financial, personal, consequential, incidental or otherwise.
  5. Mediclinic does not warrant or represent that the functions, facilities or services or content contained on this website, or access to this website or any part thereof, will be uninterrupted or error free, that defects will be corrected, or that this website and/or the server that makes it available to a user, is free of viruses, infections, bugs or the like, nor does Medi-City make any warranty or representation, whether express or implied, as to the reliability, accuracy, usefulness, adequacy, quality, currency, completeness, suitability, fitness for any purpose or otherwise of any of the information, services, facilities, data or material displayed on or accessed from this website.
8. **ONLINE COMMUNICATIONS**
  1. Where any user is permitted to participate in online communications such as sending and receiving electronic mail (e-mail), engaging in conferences, downloading and uploading files and other use permitted by Mediclinic, such access and participation is subject to the following:
    1. files that may be uploaded, public messages sent and user's activity in conference are subject to review, modification and deletion without notice by the representative of Mediclinic responsible for the administration in the area where the activity takes place;

2. Mediclinic's operating policy relating to online conduct, storage and deletion of e-mail and uploading files, conferences, bulletin boards and other matters are available and/or will be made available online. Mediclinic reserves the right in its sole discretion to change such policies at any time and from time to time;
3. files uploaded to a bulletin board may be subject to posted limitations on usage, reproduction and dissemination and users are responsible for adhering to such limitation should they download same.
2. Users are specifically prohibited from engaging in any of the following activities:
  1. Posting or transmission of any message which is or is likely to be interpreted as libellous, harmful, threatening, abusive or defamatory in the opinion of Mediclinic;
  2. Posting or transmission of any message, data, image or program which is indecent, obscene or pornographic;
  3. Posting the same note more than once ("spamming") is strictly prohibited;
  4. Interception or attempted interception of e-mail or other private communications not intended for that user;
  5. Use of this website as a mass unsolicited distribution medium to communicate a generally unsolicited message;
  6. Sending unsolicited e-mail messages through third party mail service in order to relay, hide the origin of the e-mail to others;
3. A user's participation in online communication occurs in real time and is not edited, censored or otherwise controlled by Mediclinic. Mediclinic cannot and does not screen content provided by users during online communication. Notwithstanding the foregoing, Mediclinic reserves the right to monitor and record content in online communications but is not obliged to do so. Mediclinic reserves the right to remove content which Mediclinic in its sole discretion determines to be harmful, offensive or otherwise in violation of these terms and conditions or Mediclinic's operating policies for users on Mediclinic online.

**9. SUSPENSION AND TERMINATION**

1. In the event that a user should engage in any one or more of the prohibited practices or fail to comply with any obligations contemplated in 6.2 and 8.2, or otherwise breach any of the provisions of these terms and conditions, which shall be determined in Mediclinic's sole discretion and which decision shall be final, then Mediclinic shall be entitled to, without prejudice to any of its rights to:
  1. terminate or suspend, without notice, a user's access to or use of this website or any service or facility;
  2. charge the user for any costs incurred by Mediclinic, including, but not limited to, administration costs and downtime; and
  3. in the event that any such practice has an adverse technical effect on the network, to require the user to take such steps as may be necessary to rectify the situation at his/her own cost and expense.
2. The termination or suspension of a user's right to use or access this website or any part thereof, will not affect the provisions of these terms and conditions which shall survive any such termination or suspension.

**10. NOTICES**

1. Mediclinic may deliver notice to the user under these terms and conditions by means of electronic mail, a general notice on this website, or by written

2. communication delivered by registered post to the user's address on record. A user may give notice to Mediclinic at any time via electronic mail at [webmaster@mediclinic.co.za](mailto:webmaster@mediclinic.co.za) or by registered letter to the following address: The Webmaster, Mediclinic Ltd, P O Box 456, Stellenbosch, 7599.
3. An e-mail duly transmitted by either party shall be deemed to have been received 1 (one) day after the date of transmission provided that no notice has been received indicating a failure of or inability to deliver such message. Correspondence sent by registered post shall be deemed to have been delivered 6 (six) days after the date of posting.

**11. THIRD PARTY RIGHTS**

The provisions of these terms and conditions are stipulated for the benefit of Mediclinic, its officers, directors, employees, agents, licensors, suppliers and information providers. Each of these persons or entities shall have the right to assert or enforce any of these provisions directly against the user on its own behalf which persons or entities hereby accepts such stipulation.

**12. LAW TO APPLY**

1. The provisions of these terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.
2. Where the law requires that any action related to a transaction be carried out in writing or by using a paper document, that requirement shall be met if the action is carried out in an electronic format or using a data message (including but not limited to e-mail ).

**13. WHOLE AGREEMENT**

These terms and conditions constitute the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

**14. NO WAIVER**

Failure or neglect by Mediclinic to fully enforce at any time any of its rights or any of the provisions of this agreement, shall not be construed as a waiver of its rights, nor shall such failure or neglect in any way act as an estoppel or effect the validity of the whole or any part of these terms and conditions, nor prejudice Mediclinic's rights to take any action which may have arisen in the past or which may arise in the future.

**15. VARIATION**

1. Mediclinic reserves the right to change the content, presentation, format, performance, layout, facilities and services available or displayed on this website or any part thereof at its sole discretion and hereby disclaim all liability, losses, claims, damages or inconvenience which may be suffered by any person as a result of such changes.
2. Mediclinic may modify these terms and conditions at any time and such modification shall be effective immediately on the posting of such amendment or modification on this website. A user may request e-mail notification of such amendments or modifications by contacting Mediclinic at [webmaster@mediclinic.co.za](mailto:webmaster@mediclinic.co.za).
3. It is the responsibility of all users to be regularly ensured that they are aware of any modifications and/or updates or changes.
4. The continued use by a user or access to or viewing of this website and or the services offered shall be deemed to be conclusive acceptance of such modified terms and conditions.

**16. SEVERABILITY**

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be separable from the remaining terms, which shall continue to be valid and enforceable.

**17. CESSION AND DELEGATION**

1. The User shall not cede any of his/her rights nor delegate any of his/her obligations in terms of these terms and conditions.
2. Mediclinic shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under these terms and conditions.

**18. SPECIFIC TERMS OF USE**

If any specific terms of use appear on this website in regard to all or a portion of the content displayed on or accessible from this website, which specific terms of use conflict with any of these terms and conditions, then the specific terms shall prevail in regard to such content.