

## DEFINITIONS KEY

- 1.1 We are required, throughout all of our terms, conditions, agreements, policies, and procedures (“**the Documents**”), to make use of certain legal terms. Certain words will also have a very specific meaning, that is only applicable within the context of the Document that you are reading. We appreciate that this can be confusing, and it is for this reason that we have created this Definitions Key to assist you.
- 1.2 This Definitions Key contains an explanation of all of the important terms (legal and otherwise) that are used in our Documents and gives each word a specific meaning within the context of the Document that you are reading. Please refer back to this Definitions Key whenever you are uncertain about the meaning or context of any word that you come across in any of our Documents.
- 1.3 In our Documents, clause headings are for convenience only and shall not be used in the interpretation of the document that you are reading.
- 1.4 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other gender; a natural person includes an artificial or juristic person and *vice versa*; the singular includes the plural and *vice versa*.
- 1.5 In addition to other terms that have been defined in the body of the Document that you are reading, the following words have the following meanings:

<b>“Ancillary Terms”</b>	all additional terms, conditions, policies and procedures that are applicable to the supply of the Products, the provision of the Services, and the use of the Site, including but not limited to: this Definitions Key, the Privacy Policy, the Cookie Policy, the Disclaimer, the PAIA Manual and either the General Site Terms and Conditions or the General Patient Terms and Conditions, as the context may indicate;
<b>“Business Day”</b>	any day other than a Saturday, Sunday or official public holiday within the Republic of South Africa;
<b>“Children’s Act”</b>	the Children’s Act 28 of 2005, together with any regulations promulgated in relation thereto, as amended from time to time;
<b>“Commencement Date”</b>	the first time that you access the Site, for any reason whatsoever, as a guest or as a Patient;
<b>“Consent”</b>	voluntary, specific and informed consent that is provided by you, of your own free will, and without any undue influence from any person whatsoever;
<b>“Contracted Third Parties”</b>	third parties with whom we contract in order to be able to optimally perform our obligations and render our Services to you, including, but not limited to: service providers, affiliates, consultants, credit bureaus (to report account information, as permitted by law), insurance providers, medical aid schemes, emergency services, medical specialists, hospitals, and other companies or persons that assist with parts of our business operations (including fraud prevention, bill collection, marketing and technology services);

<b>“CPA”</b>	the Consumer Protection Act 68 of 2008, together with any regulations promulgated in relation thereto, as amended from time to time;
<b>“ECTA”</b>	the Electronic Communications and Transactions Act 25 of 2002, together with any regulations promulgated in relation thereto, as amended from time to time;
<b>“Fees”</b>	the fees payable by you to One Aid in respect of the Products supplied to you or the Services provided to you, exclusive of VAT, as updated from time to time, and as more fully set out in the General Patient Terms and Conditions, the General Site Terms and Conditions, and on the Site;
<b>“Follow-Up Consultation”</b>	a consultation booked within 7 (Seven) days of an Initial Consultation and/or a consultation lasting 20 (Twenty) minutes or less;
<b>“Healthcare Information”</b>	any medical or health information relating to a Patient, including but not limited to: information about a Patient’s medical history, physical health, mental health, sex life, previous diagnoses, test results, use of past or current medication, use of narcotic substances and previous admission to hospitals, clinics and other treatment facilities;
<b>“Initial Consultation”</b>	the first consultation that you book to see a Practitioner about a particular medical issue, and/or a consultation lasting 30 (Thirty) minutes or less;
<b>“Intellectual Property Rights”</b>	intellectual property of all kinds and descriptions, together with all rights subsisting therein, whether statutory or at common law, including, all Proprietary Information, all copyrighted works, trade marks (whether registered or not), designs (whether registered or not), inventions (whether patented or not), software programs, procedures, methodologies, data and flow charts and all statutory registrations and applications therefor as at the Commencement Date, together with all improvements, developments and customizations of the foregoing;
<b>“Internet Usage Information”</b>	includes, but is not limited to: your IP address; browsing habits, click patterns, version of software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the Site, and the dates and times that you visit the Site, paths taken, and time spent on sites and pages within the Site;
<b>“IP”</b>	Internet Protocol, meaning the set of rules governing the format of data sent via the internet or local network;

<b>“ISP”</b>	Internet Service Provider;
<b>“IUD Insertion”</b>	the procedure of inserting a contraceptive device or system into the uterus;
<b>“IV Therapy”</b>	the intravenous administration of various nutrients, and other fluids directly into the bloodstream, via the veins;
<b>“Long Consultation”</b>	any consultation that lasts more than 30 (Thirty) minutes, but less than 60 (Sixty) minutes;
<b>“Mobile Application”</b>	the application software of One Aid, developed for mobile devices, which may be downloaded and installed on your mobile device, through which you may access certain information, Products and Services;
<b>“Mobile Website”</b>	the condensed version of the Website, designed specifically for access via a mobile device;
<b>“NCA”</b>	the National Credit Act 34 of 2005, together with any regulations promulgated in relation thereto, as amended from time to time;
<b>“NHA”</b>	the National Health Act 61 of 2003, together with any regulations promulgated in relation thereto, as amended from time to time;
<b>“One Aid”, “One Aid Health and Safety”, “the Organisation”, “us”, “our” and “we”</b>	One Aid (Pty) Limited, a South African company with registration number: 2017/231484/07, having its address at Suite 113, First Floor, Cramerview Village Centre, 277 Main Road, Bryanston, Gauteng, 2060, South Africa;
<b>“Optional Information”</b>	Personal Information that is provided by you to us on a voluntary basis, in addition to the Personal Information that is collected from your browser when you are on our Site or collected by us when you register to use any of our Services;
<b>“PAIA”</b>	the Promotion of Access to Information Act 2 of 2002, together with any regulations promulgated in relation thereto, as amended from time to time;
<b>“PAIA Manual”</b>	a document compiled in terms of section 51 of PAIA, as read with section 17 of POPIA, which explains how people can get access to records held by a body;
<b>“Pap Smear”</b>	a procedure involving the collection of a small sample of cells from the cervix, for the purpose of screening for abnormal cells and cancer within the cervix;
<b>“Parties”</b>	One Aid and the Patient collectively and <b>“Party”</b> shall mean either one of them, as the context may indicate;

<b>“Patient”, “User”, “you”, “your” and “yourself”</b>	any person who visits the Site or makes use of the Services offered by One Aid, for any purpose whatsoever;
<b>“Personal Information”</b>	all information which may be personal in nature, or information about an identifiable natural or juristic person in terms of the CPA, the ECTA, PAIA and POPIA;
<b>“Platforms”</b>	all online platforms and tools, subscribed to and operated by One Aid, that allow you to create, share, and exchange information and content with others, including but not limited to: Facebook, Instagram, LinkedIn, Twitter, and TikTok;
<b>“POPIA”</b>	the Protection of Personal Information Act 4 of 2013, together with any regulations promulgated in relation thereto, as amended from time to time;
<b>“Practitioners”</b>	any of the medical practitioners employed by One Aid, contracted to One Aid to provide Services, or otherwise providing Services to Patients under the One Aid brand and trade marks;
<b>“Process/Processing”</b>	the manual or automated activity of collecting, receiving, using, recording, organising, combining, collating, storing, updating, modifying, retrieving, altering, distributing (or otherwise making available in any form), disseminating, merging, linking, restricting, degrading, deleting, or removing Personal Information;
<b>“Products”</b>	any products offered for sale on the Site from time to time;
<b>“Proprietary Information”</b>	any and all know how, trade secrets and data/information of a proprietary and/or confidential nature, including data/information of a Party that the other Party should reasonably have known to be proprietary or confidential in nature;
<b>“RSA”</b>	the Republic of South Africa;
<b>“Services”</b>	the services provided by One Aid to you in accordance with the General Patient Terms and Conditions and the General Site Terms and Conditions, including, but not limited to: <ul style="list-style-type: none"> <li>• general health services and treatments;</li> <li>• specialised health services and treatments;</li> <li>• nutritional advice and dietetic services;</li> <li>• women’s health services, treatments and advice, including Pap Smears and IUD Insertions;</li> </ul>

- low risk pregnancy services and treatments, including Ultrasounds;
- children's health services, treatments and advice, including vaccinations;
- the provision of IV Therapy;
- travel clinic services, including pre-travel and post-travel advice and vaccinations;
- the performance of general medical procedures and specialised medical procedures;
- the provision of Telehealth Consultations;
- the conducting of medical examinations, consultations, assessments and testing;
- the provision of mental health support and counselling; and
- the provision of health and safety education, training, and resources;

inclusive of all ancillary and related services, and all modifications, enhancements, updates and additions to the Services, together with any support services required by you in relation to the Services;

<b>“Site”</b>	collectively, the Website, the Platforms, the Mobile Website and the Mobile Application;
<b>“Telehealth Consultation”</b>	a health consultation, usually held by means of a secure platform, but sometimes via a telephone call, as well as electronic media such Whatsapp calls and/or texts; e-mails and/or FaceTime;
<b>“Ultrasound”</b>	an imaging test that uses high-frequency sound waves to create pictures or videos of structures inside the body, including: organs, tissues and/or the developing foetus (in the case of a pregnancy ultrasound), for the purpose of monitoring and screening for potential problems;
<b>“URL”</b>	Uniform Resource Locator;
<b>“VAT”</b>	Value Added Tax as levied in terms of the Value Added Tax Act 89 of 1991, together with any regulations promulgated in relation thereto, as amended from time to time; and
<b>“Website”</b>	the website owned and operated by One Aid, which can be located at <a href="http://www.oneaid.co.za">www.oneaid.co.za</a> .