

GENERAL SITE TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 Welcome to One Aid Health and Safety. We are so excited to have you here and we look forward to supporting you on your health journey. We see our ability to provide medical care to you as a privilege, and it is one that we do not take lightly. Our goal is to form real and meaningful relationships with our Patients, and to help each one of them to make informed decisions about their health that will lead to the prevention of disease and a better quality of life.
- 1.2 These General Site Terms and Conditions (“**Terms of Use**”), together with the Ancillary Terms, set out the terms of our relationship with you. **Please note that should you decide book an appointment with us through the Site, or purchase certain specialised Products on the Site, you will be sent our General Patient Terms and Conditions, which are separate and distinct from these Terms of Use.**
- 1.3 These Terms of Use have been designed to ensure that our Users form part of a positive, law-abiding community. They govern your use of the Site, whether as a guest or a registered User, with effect from the Commencement Date.
- 1.4 We provide content on the Site (which we regularly review and update, where necessary), offer certain Products to you and supply certain Services to you. All of the content on our Site, the Products that we offer and the Services that we supply to you, are made available to you subject to the disclaimers and limitations of liability set out in these Terms of Use and the Ancillary Terms.
- 1.5 Please read through these Terms of Use carefully and in full before you use the Site. By using the Site, you undertake that:
- 1.5.1 you have read and understood these Terms of Use;
 - 1.5.2 you accept these Terms of Use; and
 - 1.5.3 you agree to abide by these Terms of Use, with effect from the Commencement Date.
- 1.6 When you purchase any of our Products, or make use of any of our Services, you are deemed to have accepted and Consented to the Processing of your Personal Information and to the use practices set out in these Terms of Use and the Ancillary Terms. Such acceptance is voluntary, but it is required in order for us to sell the Products to you and to provide the Services to you. **If you do not agree with anything in these Terms of Use and/ or the Ancillary Terms, or any of the changes made to them, then you may not use the Site, nor purchase any of our Products, nor register for, nor use any of our Services.**
- 1.7 It is very important to us that the Site is a safe and secure space, where you can feel relaxed and know that we are looking after your rights and interests at all times. We take our legal obligations very seriously, which is why we have made sure that you can easily access these Terms of Use and the Ancillary Terms, on our Site, at any time. Some of our terms, policies and procedures are unfortunately quite lengthy, but it is important to us that we cover all of the relevant issues, as they pertain to your rights and obligations, so that you are always clear as to where you stand with us.
- 1.8 If you have any questions about these Terms of Use, or any of the Ancillary Terms, please do not hesitate to contact our Information and Privacy Officer. The details of our Information and Privacy Officer are set out in clause 24 below.

2 DEFINITIONS

2.1 Please see our Definitions Key for a full explanation of all of the important words and terms that are utilised in these Terms of Use.

2.2 Unless the context clearly indicates a contrary intention, words and expressions defined in the Definitions Key shall bear corresponding meanings in these Terms of Use.

3 WHO DO THESE TERMS OF USE APPLY TO

These Terms of Use apply to you if you:

3.1 are a guest on our Site (being a User, a Patient, a business associate or another interested party);

3.2 purchase any of the Products on our Site, or make use of any of the Services on our Site;

3.3 contact or communicate with us via our Site;

3.4 provide feedback, send messages, or make available any other content on our Site; or

3.5 opt-in to any marketing communication from us.

4 LEGAL CAPACITY

4.1 In line with the provisions of the Children's Act and POPIA, we define any individual under the age of 18 (Eighteen) years old as a child.

4.2 Our Site is not targeted at children, nor is it intended for use by anyone under the age of 18 (Eighteen) years old. We have no intention of Processing information about children through the Site and we will use our best endeavours not to knowingly Process information from children through the Site. You may not use our Services if you are younger than 18 (Eighteen) years old or do not have legal capacity to conclude legally binding agreements. **By registering to use the Services, you warrant that you are over the age of 18 (Eighteen) years old and have the necessary authority to register for the Services and to agree to these Terms of Use.**

5 GEOGRAPHIC RESTRICTIONS

5.1 One Aid is incorporated and based in the RSA. Whilst our Site, Products and Services may be accessed from anywhere in the world, access to our Products and/or Services may be restricted, limited, or prohibited in certain jurisdictions, in terms of legislation or otherwise. **If you access the Site and/or the Products and/or the Services from outside of the RSA, it is your responsibility to ensure that in doing so you comply with all local legislative and regulatory requirements, and we will accept no responsibility or liability in this regard.**

6 ACCESSING OUR SITE

6.1 As a User, a Patient, or someone who is simply interested in what we have to offer, you will be able to access most of the features of the Site without having to register any details with us. In some instances, you will be required to create a User account with us in order to access certain specific Products and Services.

- 6.2 It is your responsibility to ensure that:
- 6.2.1 any information that you supply to us, whether in relation to your User account or otherwise, is accurate and up-to-date and that you do not misrepresent yourself, either through providing false information to us, or through any omission by you; and
 - 6.2.2 you comply with all applicable laws, including, but not limited to: privacy laws, intellectual property laws, electronic and digital laws, tax laws and regulatory requirements.
- 6.3 **One Aid is not responsible for:**
- 6.3.1 **the accuracy of any information that you supply to us;**
 - 6.3.2 **the correctness or accuracy of the information contained in your User account; or**
 - 6.3.3 **the accuracy of any product, service descriptions, or any other information posted on our Site.**
- 6.4 You are responsible for making any and all arrangements necessary in order to access the Site. This includes acquiring, maintaining, and licensing all computer hardware, software, telecommunications facilities and internet connections required for you to access and use the Site. It is your responsibility to ensure that all hardware, software and facilities procured by you are compatible with the Site.
- 6.5 You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and the Ancillary Terms, and that they agree to comply with them.
- 6.6 If you choose, or are provided with, a User identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any User identification code or password (whether chosen by you or allocated by us), at any time, if, in our opinion, you have failed to comply with any of the provisions of these Terms of Use or the Ancillary Terms.
- 6.7 We aim to update our Site regularly, and we may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely (such as in the unlikely event of a security breach).
- 6.8 When accessing the Site, you must at all times comply with the provisions of our acceptable use policy outlined in clause 8 below.

7 AVAILABILITY

- 7.1 Although we will take all reasonable steps to ensure that the Site is available 24 (Twenty Four) hours a day, every day, the Site may sometimes be unavailable as a result of maintenance, upgrades and/or other technical issues. We will not be:
- 7.1.1 obliged to notify you of any downtime or unavailability of the Site; or
 - 7.1.2 liable for any claims, losses, damages or expenses incurred by you if the Site is unavailable at any time.
- 7.2 We reserve the right, in our sole discretion, to:

- 7.2.1 terminate the Site, or to change the name, domain name or address of the Site, without any notice to you;
- 7.2.2 restrict access to the Site (or any part of it) to Users who have registered to use the Services;
- 7.2.3 deny or terminate all or part of your access to the Site where, in our opinion, there are concerns regarding unreasonable use, security or unauthorised access, or where you have breached any provision of these Terms of Use or of the Ancillary Terms; or
- 7.2.4 block or suspend your User account, remove your default settings, or part thereof, without prior notice to you.

8 ACCEPTABLE USE OF THE SITE

- 8.1 You may only access and use the Site in a lawful manner and in accordance with all applicable legislation.
- 8.2 You may print and download material from the Site, provided that you do not collect, reproduce, publish, republish, adapt, decompile, reverse engineer, disassemble, rent, lease, loan, sell, resell, sublicense, or create derivative works from the Site or the content on the Site, without our prior, written Consent.
- 8.3 You may not attempt to override any security feature or bypass or circumvent any access controls or use limits of the Site or the Services.
- 8.4 Any material that you send or post to the Site, or in connection with the Services, shall be considered non-proprietary and not confidential.
- 8.5 When using the Site, you shall not post or send to or from the Site any material:
 - 8.5.1 which you are not permitted to post or send, or for which you have not obtained all necessary Consents, permissions, permits and/or licences;
 - 8.5.2 that is discriminatory, obscene, pornographic or defamatory;
 - 8.5.3 that is liable to incite racial hatred;
 - 8.5.4 that is in breach of confidentiality or privacy;
 - 8.5.5 which may cause harm, annoyance or inconvenience to others;
 - 8.5.6 which encourages or constitutes conduct that would be deemed a criminal offence or give rise to civil liability;
 - 8.5.7 that is in contravention of any applicable local, national or international law or regulation;
 - 8.5.8 that has the purpose of harming or attempting to harm children in any way; or
 - 8.5.9 which is harmful in nature including, without limitation: damaging code, computer viruses, Trojan horses, worms, logic bombs, corrupted data, malware, spyware or any other form of code which is malicious or designed to cause harm or nuisance to hardware or software, or to obtain data without Consent.

- 8.6 You may only use our Site for lawful purposes. You must not use the Site:
- 8.6.1 to create a false identity, misrepresent your identity or submit information on behalf of any third party without their Consent;
 - 8.6.2 to use or attempt to use a third party's account without their Consent;
 - 8.6.3 to access data not intended for your access or use;
 - 8.6.4 to log into a server or User account which you are not authorised to access;
 - 8.6.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (i.e. spam);
 - 8.6.6 to submit, upload, post, e-mail, collect, disclose or store Personal Information with respect to third parties (including your employees or your employer, as the case may be), other than as contemplated by these Terms of Use, and then only for lawful purposes;
 - 8.6.7 to delete or revise any content posted by another person or entity without their Consent;
 - 8.6.8 to violate the Intellectual Property Rights of One Aid or any third party;
 - 8.6.9 as a means to scrape the Services or otherwise copy profiles, User accounts and other data and information from the Services;
 - 8.6.10 to monitor the availability, performance or functionality of the Services for any competitive purposes;
 - 8.6.11 for communications or behaviours aimed at soliciting any of One Aid's clients;
 - 8.6.12 to imply or state that you are in any way affiliated to, or endorsed by One Aid, without our Consent;
 - 8.6.13 in any way which may put One Aid in breach of a contractual or other obligation owed by us to any third party (including any ISP); or
 - 8.6.14 to link to any other websites or systems hosting any material described above.
- 8.7 **We shall not be liable for any material which you post or send to or from the Site and we reserve the right to remove or modify any such material.**
- 8.8 We will:
- 8.8.1 fully co-operate with any law enforcement authorities or any court order requiring us to disclose the identity or other details of any person posting material to the Site in breach of this clause 8; and
 - 8.8.2 **be entitled to claim from you all damages, losses, liabilities and expenses incurred by us and/or our affiliates resulting from or attributable to a breach by you of this clause 8, in addition to any other rights which we may have, including (without limitation) the right to lay criminal charges.**
- 8.9 You also agree not to access (without authority), interfere with, damage or disrupt:

- 8.9.1 any part of our Site;
 - 8.9.2 any equipment, network or server on which our Site is stored;
 - 8.9.3 any computer, server or database connected to the Site;
 - 8.9.4 any software used in relation to our Site or in the supply of the Services; or
 - 8.9.5 any equipment, network or software owned or used by any third party.
- 8.10 **Your use of our Site means that you accept, and agree to abide by, all of the provisions contained in this clause 8, from the Commencement Date.**

9 USE OF OUR SERVICES

- 9.1 As stated above, you may visit the Site as a registered or an unregistered User. Unregistered Users will have access to limited functionality and Services, depending on what we decide to make available to you from time to time. There may also be a time limit imposed on your use of the Site and/or the Services as an unregistered User. Registered Users will have access to additional functionality and additional features, Products and Services.
- 9.2 One Aid grants you permission to access and use the Services for your own personal and business purposes. In all cases, the Services that we provide will be subject to these Terms of Use, the Ancillary Terms, and the General Patient Terms and Conditions, when applicable.
- 9.3 Should we detect that you are accessing the Site and/or the Services in violation of any of our terms or any legislative requirements, we reserve the right, in our sole discretion, to suspend or terminate your User account.
- 9.4 You may not, directly or indirectly:
- 9.4.1 sublicense, resell, rent, lease, transfer, assign, or otherwise commercially exploit or make the Services;
 - 9.4.2 use the Services for any purpose, or in any manner, that is unlawful, unauthorised or prohibited by these Terms of Use or the Ancillary Terms;
 - 9.4.3 read, attempt to read, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
 - 9.4.4 interfere, or attempt to interfere with, or disrupt the integrity, security, functionality or performance of the Services;
 - 9.4.5 hack or gain unauthorised access to the Services;
 - 9.4.6 access the Services if you are a competitor of One Aid; or
 - 9.4.7 use the Services to build a similar offering.
- 9.5 Although we take all reasonable measures to ensure the safety and security of the Site, we do not warrant or represent that the Site is at all times safe and secure.

- 9.6 When you register to use the Services, you will be required to fill in certain Personal Information and general information. You warrant that:
- 9.6.1 your registration information is accurate, complete, up-to-date and truthful;
 - 9.6.2 you will maintain the accuracy of all of your Personal Information and general information; and
 - 9.6.3 your use of the Services does not violate any law or regulation.
- 9.7 You will at all times be responsible for maintaining the security of your User account and passwords. You acknowledge and agree that you should protect your passwords carefully and that you are fully responsible for your own, as well as any third-party's use of your User account.
- 9.8 You are solely responsible for all access to and use of the Services by anyone using your passwords and identification, whether or not such access is actually authorised by you, including, without limitation: all communications, bookings, transmissions, payments, financial and other obligations incurred through such access or use. You agree to notify us immediately upon learning of any unauthorised use of your User account or password, or any other breach of security. **We will not be liable for any loss and/or damage resulting from your failure to comply with this security obligation.**
- 9.9 You agree that we may disable or remove any content that we, in good faith, determine violates these Terms of Use and/or the Ancillary Terms, or any law or any third-party rights. You acknowledge and agree that you bear sole responsibility for adequate security, protection, and backup of any content that you post to the Site or Services. In addition, you agree that we may use the information that you submit to the Site (without identifying you) for purposes of improving the Services.
- 9.10 You acknowledge that, from time to time, our authorised employees may be required to log in to the Services under your User account, in order to maintain or improve the Services (including providing you with assistance on technical or billing issues). **You hereby Consent to such access.**
- 9.11 We reserve the right to modify the Services from time to time, in our sole discretion. If any change to the Services is not acceptable to you, or if any change we make to the Services is a material reduction in functionality, you may, as your sole remedy for such change, stop using the Services and send a cancellation request to us at the e-mail address set out in clause 24 below.
- 9.12 Please be aware that if you subscribe to any additional services offered by One Aid, such services may be subject to separate terms and conditions. Please ensure that you understand which Services fall within the ambit of these Terms of Use, and which services are subject to separate terms and conditions.

10 DURATION AND CANCELLATION

- 10.1 You shall be deemed to have accepted these Terms of Use on the Commencement Date, upon which time an agreement will come into being between you and One Aid. The agreement will remain in place for as long as you continue to make use of the Services.
- 10.2 Should you wish to delete your User account, you may do so at any time by sending notice, in writing, to the e-mail address set out in clause 24 below. In such a case, we may delete all of your data and information stored on our servers. We will not be held liable for the deletion of such data and information, or any loss that you may suffer as a result of such deletion.

11 BILLING AND FEES

- 11.1 As a parent, a User, a Patient or someone who is simply interested in what we have to offer, use of our Site is free for both registered and unregistered Users. If you select any particular Services or purchase any specific Products offered on the Site, you will be responsible for the payment of the Fees in relation to those specific Services or Products. You will be guided carefully through the payment process on the Site.
- 11.2 If you book a consultation with a Practitioner through the Site, the Fee structure set out in the General Patient Terms and Conditions will apply to you as soon as you make your booking.
- 11.3 Fees will be collected by debit or credit card, or by other available payment methods, as set out on the Site. Other than in the case of cancellation as a result of a breach by us, all Fees are non-refundable.
- 11.4 You are responsible for the payment of any Fees and applicable taxes associated with any Products and Services in a timely manner, with a valid payment method. Unless otherwise stated, all Fees are quoted in South African Rands (“ZAR”). You agree to pay for all of the Fees that are due and owing to us. You further agree that we may charge your selected payment method for any such Fees that are due and owing to us.
- 11.5 You are responsible for:
- 11.5.1 all Fees incurred in terms of the Services or Products that you select;
 - 11.5.2 all additional charges incurred, such as bank charges and governmental taxes imposed on your use of the Services, including, but not limited to: sales tax, use tax, or VAT; and
 - 11.5.3 any charges incurred by accounts associated with, or created through your User account, by you or anyone who makes use of your User account (including your co-workers, colleagues, team-members, etc.).
- 11.6 If your payment method fails and any amounts remain due and owing by you to us, we will be entitled to charge you collection fees in respect of such outstanding amounts. In such a case, we shall also be entitled to suspend any Services or the delivery of any Products to you, without further notice to you.

12 UPLOADING OF CONTENT ONTO THE SITE

- 12.1 You are solely responsible for any information, data, text or content (collectively “**Content**”) that you upload, provide or transmit on the Site or in connection with the Services. By providing Content on the Site or through the Services, you grant One Aid a worldwide, non-exclusive, perpetual, fully paid, royalty-free and transferable license to use, modify, reproduce, display, publish, distribute and disclose such Content, in connection with the provision of the Services. We have the right, but not the obligation, to monitor the Content in connection with the provision of the Services.
- 12.2 Our various Services may allow for the sharing of Content in many different ways. As a general rule, unless otherwise specified, when you share any Content or upload Content onto the Site, or in connection with the Services, it will be considered non-confidential and non-proprietary. It may be seen by other Users, who may copy or use such Content for their own purposes. This does not include any Content that you share with us when you make a booking through the Site to see one of our Practitioners. Such Content will be treated as confidential and shall be governed by the provisions of the General Patient Terms and Conditions, together with our Privacy Policy.

- 12.3 When submitting or uploading Content onto the Site, you shall ensure that such Content does not contain:
- 12.3.1 material that infringes the Intellectual Property Rights or violates the privacy or publicity rights of any third party;
 - 12.3.2 keywords or white text keywords, including any words embedded in any Content or hidden from Users; or
 - 12.3.3 any wording or imagery that is sexually explicit, obscene, defamatory, threatening, offensive, harassing, abusive or hateful.
- 12.4 You may under no circumstances use Content to:
- 12.4.1 impersonate another person, living or dead;
 - 12.4.2 post inaccurate, false or misleading information;
 - 12.4.3 post opinions or notices, commercial or otherwise; or
 - 12.4.4 post solicitations of business (including but not limited to franchises, "club" memberships, distributorships, or anything requiring any monetary investment by a User, (including any request for payment in order to obtain job listings), chain letters or pyramid schemes.
- 12.5 We have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to our Site, or in connection with the Services, constitutes a violation of their Intellectual Property Rights, or of their right to privacy.
- 12.6 Whenever you make use of a feature that allows you to upload or add Content to our Site, or in connection with the Services, you must comply with the standards set out in our acceptable use policy set out in clause 8 above. **You warrant that any upload of Content does comply with the standards set out in clause 8, and you indemnify us for any breach of such warranty.**
- 12.7 We may, from time to time, host forums, discussions and information sessions on our Site. Please note that any posting of information in forums, discussions and information sessions appearing on our Site is the opinion of the person posting only, and in no way reflects the opinions, attitudes or beliefs of One Aid. Although we maintain that forums, discussions and information sessions may contain a wealth of information which is of benefit to many Users, you should never rely on any information contained within such forums, discussions and information sessions as being accurate, up-to-date, or complete. If you do, you do so at your own risk. **We will not be responsible, or liable to any third party for the Content or the accuracy of any materials posted by you or any other User of the Site.**
- 12.8 We do not undertake or assume any duty to monitor our Site for inappropriate or unlawful Content, and we rely on you to inform us if you spot any abuse or inappropriate or unlawful behaviour. If you feel that you have been threatened, abused, insulted or had your reputation damaged in our forums, or via any of our communication systems, or if you believe any infringement of your rights may have occurred through our Site, please contact us on the e-mail address set out in clause 24 below.
- 12.9 Storage is not one of the Services that One Aid offers. As such, we do not undertake to store or continue to show any information or Content that you have submitted or posted on the Site. **You acknowledge and agree that we do not have any obligation to store, maintain or provide you with a copy of any Content or information that you or any third party may have submitted or posted, save for when required to do so in terms of our Privacy Policy, or any applicable legislation.**

13 RELIANCE ON INFORMATION

- 13.1 The Site and any Services provided by us are provided on an “as is” basis. Whilst we have taken all reasonable steps to ensure that the material and information on the Site is correct and up-to-date, we cannot and do not guarantee the correctness or completeness of any material or information on the Site.
- 13.2 Any of the material on our Site may, at any given time, be out of date. We are under no obligation to update such material within any specific time periods. We may also make changes to the material on the Site, at any time, and without any prior notice to you.
- 13.3 The information, viewpoints and/or opinions set out on the Site and forming part of any Services offered in terms of the Site, have been expressed in good faith and are provided for educational and business purposes only, without taking into account any individual person’s or entity’s particular needs, requirements or medical situation.
- 13.4 Our information does not constitute any form of advice, recommendation, representation, endorsement or arrangement by us and is not intended to be relied upon by you in making (or refraining from making) any specific decisions. **You utilise the information, viewpoints, content and/or opinions expressed on the Site, and through any Services offered to you in terms of the Site, at your own risk.**
- 13.5 If we mention any individuals or organisations on our Site, we usually do so because the products or services that they offer may be useful or attractive. As a general policy, we don’t investigate the quality of the products or services that are offered by third parties. You should always carry out your own research into the product or service that is of interest to you.
- 13.6 **Under no circumstances does any information or content on our Site constitute medical advice, financial advice or legal advice.**
- 13.7 **The material on the Site is provided without any warranties of any kind. To the maximum extent permitted by law, we provide access and use of the Site on the basis that it excludes all representations, warranties and conditions which, but for these Terms of Use, may have effect in relation to this Site.**
- 13.8 **Neither we, nor any of our affiliates, subsidiaries, directors, officers, employees, agents, contractors or suppliers can be held liable for any damages, losses or causes of action of whatsoever nature arising from the reliance upon any information, viewpoints and/or opinions contained on the Site or the use of the Site by you for any purpose whatsoever.**
- 13.9 Nothing on the Site shall be construed as a solicitation, recommendation to engage in any transaction or to offer to provide advice to you. No advisory, fiduciary or other relationship is created between us and you or any third party accessing or otherwise utilising the Site or any Services provided in terms of this Site.

14 PRIVACY AND YOUR PERSONAL INFORMATION

- 14.1 In performing our Services in the ordinary course of business, we may Process your Personal Information. If we collect Personal Information from you, you have the right to expect that such Personal Information will be lawfully protected, as far as is reasonably possible. Any use of, or other dealing with your Personal Information, is subject to Consent, where this is required by law. This is in line with the general privacy practices of the Organisation.
- 14.2 When we Process your Personal Information, we will always do so for legitimate business purposes and in line with the provisions of POPIA, and other relevant legislation.

- 14.3 **By using the Services, you authorise us and provide your Consent for us to Process your Personal Information, in accordance with our Privacy Policy.** Our Privacy Policy supplements these Terms of Use and provides contractual safeguards to our Users for the Processing of their Personal Information, so that you can be confident that your data and Personal Information are Processed in a lawful manner. A copy of our Privacy Policy is available at all times on our Site. Alternatively, you may contact us on the e-mail address set out in clause 24 below to request that we send you a copy of our Privacy Policy.
- 14.4 Wherever applicable, you undertake that you will comply with your obligations in terms of POPIA and other relevant legislation, while you are subject to these Terms of Use and the Ancillary Terms.
- 14.5 We may send you communication, from time-to-time, via our Site, e-mail, WhatsApp, SMS and other channels (sometimes through automated means), which may include news, special offers, videos, updates and other information relating to One Aid and its affiliates. This forms part of the Services that we offer to our Patients and Users. **You may control, limit or opt-out of any communication that we send you at any time.**

15 THIRD PARTIES

- 15.1 The Site, Products and Services may contain links to third party websites, products and services. We may also use third party websites to provide payment services, information and communication services, analytics and advertising services. It is important that you understand that if you follow a link to any of these websites, they have their own use and privacy policies.
- 15.2 **We are not responsible nor liable for any information, representations, warranties, and/or content on any website of any third party (including websites linked to our Site) as we do not exercise control over third parties' privacy policies.** The onus is on you to refer to the privacy policy of any such third party before providing them with any Personal Information. If you do not want these third parties to collect your Personal Information, please contact them directly.
- 15.3 **You agree to indemnify One Aid regarding any loss that you may sustain should you fail to take the steps set out in clause 15.2 above.**
- 15.4 If you provide access to your User account or any portion thereof to any third party, or use the Services to collect information on behalf of any third party ("**Third Party**"), whether or not you are authorised to do so, the provisions of this clause 15 shall apply to you.
- 15.5 If you use the Services on behalf of any Third Party, you represent and warrant that:
- 15.5.1 you are authorised to act for and on behalf of that Third Party;
- 15.5.2 that Third Party has read and has agreed to be bound by these Terms of Use and the Ancillary Terms;
- 15.5.3 as between the Third Party and you, the Third Party owns any rights to any data that you make use of or submit; and
- 15.5.4 if you are disclosing any data or Personal Information of a Third Party, you have obtained the necessary Consent to disclose such data or Personal Information.
- 15.6 One Aid makes no representations or warranties for the direct or indirect benefit of any Third Party. With respect to Third Parties, you shall take all measures necessary to disclaim any and all representations or warranties that may pertain to One Aid, the Site and the Services, or the use thereof.

16 WARRANTIES AND INDEMNITY

- 16.1 Please be aware that whilst we will endeavour to provide the highest quality of service to you at all times, there are no warranties, claims or representations made by One Aid, either express, implied, or statutory, with respect to the Site, the Products and/or the Services, including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose.
- 16.2 **One Aid does not warrant that the Site, the Products and/or the Services will meet your needs or requirements, be free from errors, be accurate and complete, be secure, be available in all locations or at all times, that all defects will be corrected, or that any software used to provide the Services or to run the Site is free of viruses or other harmful components.**
- 16.3 You specifically agree that One Aids shall not be responsible for unauthorised access to, or alteration to, your data.
- 16.4 We do not guarantee the Services will be operable at all times or during any down time:
- 16.4.1 caused by outages to any public internet backbones, networks or servers;
- 16.4.2 caused by any failures of your equipment, systems or local access services;
- 16.4.3 for previously scheduled maintenance; or
- 16.4.4 relating to any *force majeure* events, as set out in clause 21 below.
- 16.5 **You agree to indemnify, hold harmless and defend One Aid, to the fullest extent possible, at your expense, against any and all third-party claims, actions, applications and proceedings brought against One Aid, or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by One Aid, or any of its officers, directors, employees, agents or affiliates, arising out of or relating to:**
- 16.5.1 **your breach of any provision of these Terms of Use or the Ancillary Terms; or**
- 16.5.2 **your use of the Services and/or the Site; or**
- 16.5.3 **your violations of any applicable laws, rules or regulations in connection with the Services and/or the Site.**
- 16.6 In such a case, One Aid will provide you with written notice of such claim, proceedings, application or action. You shall cooperate as fully as reasonably required in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter subject to indemnification by you.
- 16.7 Insofar as the Third Parties referred to in clause 15 are concerned, you agree to indemnify, hold harmless and defend us, at your expense, against any and all Third-Party claims, applications, actions and proceedings brought against One Aid, or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by One Aid, or any of its officers, directors, employees, agents or affiliates, arising out of or relating to:
- 16.7.1 any representations and warranties made by you to a Third Party concerning any aspect of the Products, Services and/or the Site;

- 16.7.2 any claims made by or on behalf of any Third Party pertaining directly or indirectly to your use of the Products, Services and/or the Site;
- 16.7.3 any violations of your obligations of privacy to any Third Party; and
- 16.7.4 any claims with respect to any acts or omissions of Third Parties in connection with the Products, the Services and/or the Site.
- 16.8 **The exclusions and disclaimers set out in this clause 16 are an essential part of these Term of Use. The defence and indemnification obligation set out in this clause 16 will survive the termination of this agreement and your use of the Services and/or the Site.**

17 OUR LIABILITY TO YOU

- 17.1 One Aid shall not be liable for any loss (including, but not limited to: loss of data, profits and goodwill), liability, damages (whether direct, indirect or consequential) or expense of whatsoever nature and howsoever arising, where such loss is due to the occurrence of any of the following events:
 - 17.1.1 your failure to comply with the provisions of these Terms of Use and/or the Ancillary Terms; or
 - 17.1.2 circumstances that constitute an event of *force majeure*, as contemplated in clause 21 below; or
 - 17.1.3 all telecommunications infrastructure and communication line faults; or
 - 17.1.4 your failure or unreasonable delay in reporting any report faults/problems to us; or
 - 17.1.5 your failure to adequately confirm the accuracy and integrity of any data or information Processed for and on behalf of you by One Aid; or
 - 17.1.6 your failure to protect your Proprietary Information; or
 - 17.1.7 the failure of any hardware, software programme, applications/s or any other computer systems (or any component thereof) or product or service of any third party on whom you rely (whether directly or indirectly) to access the Site and/or use the Services and/or on which One Aid relies to grant access to the Site and/or provide the Services; or
 - 17.1.8 a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material, due to your use of the Site and/or Services or to your downloading of any material posted on the Site or on any website linked to it.
- 17.2 Notwithstanding what is contained in clause 17.1 above, One Aid's maximum total liability for loss, liability or damage in terms of or arising out of this agreement, howsoever arising or caused, shall be limited to direct damages proven, which amount shall not exceed R100 000.00 (One Hundred Thousand Rand).
- 17.3 **Subject to the provisions of any applicable legislation, neither One Aid, nor our affiliates and their respective directors, shareholders, agents, consultants or employees or any other party (whether or not involved in producing, maintaining or delivering the Site or providing the Services), shall be liable or responsible to you or any third party for any loss, damage or expense of whatsoever nature that you or any third party may suffer as a result of accessing and/or using**

the Site and/or using the Services, regardless of whether One Aid has been advised as to the possibility of such damages and/or losses occurring. This exclusion shall include, without limitation, any direct, incidental, consequential, or any other indirect loss or damage (including, but not limited to: loss of profits or revenue or loss of data) or any exemplary or punitive damages. These limitations of liability shall apply regardless of the form of action, whether in contract, delict or otherwise.

18 BREACH AND TERMINATION

- 18.1 Should either Party ("**the Defaulting Party**") commit a breach of any of the provisions of this agreement, then the other Party ("**the Aggrieved Party**") shall be obliged to give the Defaulting Party 30 (Thirty) days' written notice, or such longer period as may be reasonable in the circumstances, to remedy the breach. If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled, without prejudice to its other rights in law, to cancel this agreement or to claim immediate specific performance of all of the Defaulting Party's obligations whether or not due for performance, in either event without prejudice to the Aggrieved Party's right to claim damages.
- 18.2 If you terminate this agreement because of a breach caused by One Aid, and such breach is not disputed by us, we will promptly refund all applicable Fees to you. If we terminate this agreement for any breach caused by you, no refund will be due to you.
- 18.3 One Aid, in its sole discretion, has the right to suspend or terminate your access to the Site and/or your User account and refuse any and all current or future use of the Services, if we believe that you have acted, or are acting, in a manner that may materially affect our business or customers. We also reserve the right to suspend or terminate Services that are unpaid for any reason whatsoever and without notice to you.
- 18.4 Upon termination or cancellation of this agreement by us for any reason whatsoever:
- 18.4.1 all rights in respect of this agreement will immediately terminate, save for those rights set out in clause 16;
- 18.4.2 we may erase all of your data from our servers within a reasonable time, but may retain such copies of data to the extent required by law or created by automatic computer backup and archived; and
- 18.4.3 any amounts due by you to us shall immediately become payable to us and you shall forthwith make payment of such amounts to us by not later than 7 (Seven) days from the date of termination of this agreement.

19 INTELLECTUAL PROPERTY RIGHTS

- 19.1 All Intellectual Property Rights vested in any material forming part of the Site and/or the Services or in any software and/or any other documentation and works (whether stored in printed or electronic form) furnished by us to you, and/or developed by or created by One Aid or any of its employees, agents, or sub-contractors in the course of or for the purpose of granting access to the Site and/or providing the Services to you (whether or not created by One Aid in connection with this agreement), shall be the property of and vest solely and absolutely in One Aid on the date upon which same is created. All software, documentation and works created by us are protected by intellectual property laws and treaties around the world. All such rights are reserved.

- 19.2 You shall only be entitled to utilise the Intellectual Property Rights referred to in clause 19.1 above, or any portion thereof, for the purposes of the accessing and utilising the Site and/or the Services in terms of this agreement, and shall not publish, circulate or copy same for use by any third party whomsoever.
- 19.3 To the extent necessary, you hereby cede, assign, transfer and make over to One Aid any Intellectual Property Rights in respect of any of the software, documents and/or works referred to in clause 19.1 above.
- 19.4 You warrant that you shall not use the Site and/or the Services to produce, host or present any content in contravention of any person's Intellectual Property Rights and, in particular, warrant that you shall recognise, acknowledge, and use any content in accordance with any third party's Intellectual Property Rights. You furthermore warrant that you have received all necessary permissions to make use of any Intellectual Property Rights relating to third parties.
- 19.5 **You hereby indemnify and hold One Aid and any of its affiliates, holding company, fellow subsidiaries, representatives, directors, officers or employees harmless against all losses, damages, liability, costs and expenses, including reasonable attorney fees, suffered or incurred by them as a result of any claim by any third party arising out of the provisions of clause 19.4.**
- 19.6 If you contribute any original, written Content to the Site, then you are deemed to own any copyright in that Content. However, when you post Content, you expressly grant us a perpetual, unlimited, royalty free license to republish that Content on our Site and to redistribute/make available and/or sell that Content in print or electronic form anywhere in the world, as part of an edited compilation or otherwise.
- 19.7 If you print off, copy, distribute or download any part of our Site in breach of these Terms of Use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

20 TRADEMARKS

- 20.1 You shall not acquire any right, title or interest entitling you to use the name, service marks, trade marks or logos of One Aid.
- 20.2 In this regard, you undertake in favour of One Aid, not to perform any act which would injure the reputation or goodwill attaching to our name and trade marks, or which would prejudice our rights in and to such names and trade marks.

21 FORCE MAJEURE

- 21.1 Neither Party shall be liable to the other Party for any inability to perform or for delayed performance in terms of this agreement, should such inability or delay arise from any cause beyond the reasonable control of such Party (hereinafter referred to as a "**force majeure event**"), provided that the existence of such force majeure event has been drawn to the attention of the other Party within a reasonable period of time of the occurrence thereof.
- 21.2 If the force majeure event continues for more than 90 (Ninety) days from the date of notification thereof and such event prevents the affected Party from performing its obligations in terms of this Agreement, the unaffected Party shall be entitled to terminate this Agreement by giving the other Party not less than 30 (Thirty) days written notice.
- 21.3 For the purposes of this clause 21, "**force majeure event**" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected Party including *vis major, casus fortuitus*, earthquake, natural disaster, strike, theft, fire, explosion, riot, insurrection or other civil disorder,

war (whether declared or not) or military operations, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control and shortage of transport facilities or any interruptions in internet services to an area where One Aid's or your servers are located or co-located.

22 ASSIGNMENT

- 22.1 We may transfer (assign) our rights and obligations under these Terms of Use to any third party without notice to you (this may happen, for example, if we become involved in a proposed or actual merger, acquisition or any other sale of business or sale of assets). If this occurs, you will be informed by us in writing of such assignment. Your rights and obligations under these Terms of Use will not be affected and our obligations under these Terms of Use will be transferred to the third party, who will remain bound by them.
- 22.2 You may not transfer (assign) your obligations and rights under these Terms of Use to anyone else without prior, written Consent from us. Any assignment or transfer in violation of the foregoing shall be deemed void and of no effect.

23 POLICY MODIFICATIONS

- 23.1 One Aid, in its sole discretion, reserves the right to amend, modify or update these Terms of Use, and the Ancillary Terms, from time to time, with or without notice to you, and you waive the right to receive specific notice of each such change or modification. Whenever reasonably possible, we will notify you of any changes by placing a notice in a prominent place on the Site or by sending you an e-mail detailing the changes that we have made and indicating the date that these Terms of Use were last updated.
- 23.2 The most updated version of these Terms of Use will always be available on the Site.
- 23.3 You agree and undertake to review these Terms of Use whenever you visit the Site.
- 23.4 Save as expressly provided to the contrary in these Terms of Use, any amended version of these Terms of Use will supersede and replace previous versions thereof. If you continue to use the Site, or our Services, following a change to these Terms of Use, the changed Terms of Use will apply to you and you will be deemed to have accepted such updated Terms of Use.

24 UPDATES, FEEDBACK AND CONTACT INFORMATION

- 24.1 These Terms of Use were last updated on 1 June 2024.
- 24.2 If you have any questions, concerns or comments regarding these Terms of Use, the Site or the Services, please send them to info@oneaid.co.za.
- 24.3 If you have any questions, concerns, or comments regarding the Processing of your Personal Information, please send them to our Information and Privacy Officer, the details of which are as follows:
- **The Information and Privacy Officer:** Dr Carmen Briner.
 - **E-mail:** drcarmen@oneaid.co.za.
 - **Address:** Suite 113, First Floor, Cramerview Village Centre, 277 Main Road, Bryanston, Gauteng, 2060, South Africa.
 - **Telephone:** (+27) 082 494 0827.

25 NOTICES AND DOMICILIUM

- 25.1 Notices to you shall be given to the e-mail address on file associated with your User account. You agree that this e-mail address shall be your *domicilium citandi et executandi* ("**Domicilium**") for all purposes relating to these Terms of Use and your agreement with us, including the giving of any notice, the payment of any sum and the serving of any process.
- 25.2 To change the email address on file in relation to your User account, please e-mail us at the address specified in clause 24 above. All notices will be deemed to have been received by you on the day that they are sent by us.

26 GOVERNING LAW

These Terms of Use and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with these Terms of Use and/or the Ancillary Terms are governed by and construed in accordance with South African law. The Parties irrevocably agree that the South African courts have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with these Terms of Use.

27 GENERAL

- 27.1 These Terms of Use do not create or imply any agency, partnership or franchise relationship. Nothing in these Terms of Use, express or implied, is intended to or shall confer on any third party any right, benefit, or remedy of any nature whatsoever.
- 27.2 If any provision of these Terms of Use is found by any court or other authority of competent jurisdiction to be invalid, unenforceable, or illegal, this shall not impair the operation of these Terms of Use or affect the other provisions which are valid.
- 27.3 These Terms of Use constitute the entire agreement between you and One Aid concerning your use of the Site and the Services. These Terms of Use supersede all other proposals and agreements, whether in oral, written, or electronic form. In the event of any conflict between these Terms of Use and any other document, these Terms of Use shall prevail.
- 27.4 One Aid shall not be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this agreement by reason of One Aid having at any time granted an extension of time for, or having shown any indulgence to you with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against you.
- 27.5 You hereby warrant that you have the capacity to and are authorised to conclude this agreement with One Aid, and that upon acceptance, these Terms of Use will, and will continue to, bind you in all respects.