

## PRIVACY POLICY

### 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 It is very important to us that our 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 all our policies and procedures on the Site, at any time. Please take the time to read through this Privacy Policy (“**this Policy**”) carefully, and if you have any questions, please do not hesitate to contact our Information Officer. The details of our Information Officer are set out in clause 21 below.
- 1.3 As a User, a parent, 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 offered by us.
- 1.4 It is your responsibility to ensure that:
- 1.4.1 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
- 1.4.2 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.
- 1.5 **One Aid is not responsible for:**
- 1.5.1 **the accuracy of any information that you supply to us;**
- 1.5.2 **the correctness or accuracy of the information contained in your User account; or**
- 1.5.3 **the accuracy of any product, service descriptions, or any other information posted on our Site.**
- 1.6 This Policy can be accessed on our Site at all times. **By using our Site, you accept the terms of this Policy, and you Consent to us Processing your Personal Information for the purposes set out in this Policy.** Furthermore, when you purchase any of our Products, or register for any of our Services, you are deemed to have accepted and Consented to the Processing of your Personal Information and the use practices set out in this Policy. Such acceptance is voluntary, but it is required in order for us to supply you with the Products and provide you with the Services that we offer. **If you do not agree with anything in this Policy, or any of the changes made to it, then you may not access the Site, purchase any of the Products, nor register for, nor use any of the Services that we offer.**

## **2 DEFINITIONS**

2.1 Please see our Definitions Key for a full explanation of all of the important terms that are used in this Policy.

2.2 Unless the context clearly indicates a contrary intention:

2.2.1 words and expressions defined in the Definitions Key shall bear corresponding meanings in this Policy; and

2.2.2 terms that are used in this Policy that are specifically defined in POPIA, are given the meanings ascribed to them in POPIA.

## **3 OUR COMMITMENT TO YOUR PRIVACY**

3.1 One Aid is committed to protecting the privacy of all of our Patients and Users. When you engage with us, you trust us with Personal Information about yourself, and we understand that this can be daunting. We value your trust and, as part of maintaining that trust, we recognise that there needs to be transparency and accountability regarding how we deal with your Personal Information.

3.2 The purpose of this Policy is to explain to you how we Process and safeguard your Personal Information in performing the Services that we offer to you, and generally during the course of conducting our business. This Policy also describes to you the choices that are available to you regarding how we may make use of your Personal Information, how you can access and update your Personal Information, and what steps you can take should you be unhappy or concerned about the ways that we are Processing your Personal Information.

3.3 In performing our Services in the ordinary course of business, we may Process 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.

3.4 When we Process Personal Information, we will always do so for legitimate business purposes and in line with the provisions of POPIA and other relevant legislation.

3.5 This Policy is incorporated into, forms part of and is subject to the Organisation's standard terms and conditions, the General Patient Terms and Conditions and the General Site Terms and Conditions.

## **4 WHO DOES THIS POLICY APPLY TO**

This Policy applies to you if you:

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

4.2 purchase any of the Products on our Site, or use or register for any of the Services on our Site;

4.3 contact or communicate with us via our Site;

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

4.5 opt-in to any marketing communication from us.

## 5 CHILDREN'S PRIVACY

5.1 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.

5.2 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.**

## 6 WHAT PERSONAL INFORMATION IS COLLECTED BY US

6.1 We will only collect Personal Information from you that is necessary for us to perform our Services. We may Process Personal Information in conducting our ordinary business operations, including through the use of the Site and through the provision of the Services. In Processing such Personal Information, we will at all times ensure that:

6.1.1 we do so in compliance with the provisions of POPIA and other applicable legislation; and

6.1.2 that such Personal Information is used for legitimate business purposes.

6.2 Examples of the types of Personal Information that we may Process include, but are not limited to the following:

6.2.1 identifying information, such as your name, date of birth, passport number or identification number of any kind;

6.2.2 identifying information about any entity that you represent, such as a company registration number and VAT number;

6.2.3 geographic or locational information;

6.2.4 contact information, such as your telephone number or an email address;

6.2.5 address information, such as your physical or postal address;

6.2.6 demographic information, such as your gender or marital status;

6.2.7 name and contact details of your next-of-kin;

6.2.8 Healthcare Information;

6.2.9 billing information;

6.2.10 account and payment information, invoices and statements;

6.2.11 consent forms; and

6.2.12 medical aid information, such as your medical aid scheme, plan type and number.

## 7 WHAT OTHER INFORMATION IS COLLECTED BY US

7.1 We may also collect information from you that is not defined as Personal Information. Such information may include the following:

7.1.1 non-personal statistical information or data collected and compiled by us;

7.1.2 information that you have provided voluntarily in an open, public environment, such as comments, reviews, recommendations, endorsements or other content (because the information has been disclosed in a public environment, it is no longer confidential and therefore does not constitute Personal Information, subject to protection under this Policy);

7.1.3 information that has been made anonymous, so that it does not identify a specific person; and

7.1.4 permanently de-identified information that does not relate or cannot be traced back to you specifically.

## 8 CONSENT

8.1 Unless permitted by law, whenever Consent is required to Process your Personal Information, we will ensure that we obtain such Consent from you.

8.2 Please note that we may, in certain circumstances, Process your Personal Information without your knowledge or Consent, in compliance with a regulatory or statutory obligation.

8.3 If we have Processed your Personal Information with your Consent, you have the right to withdraw that Consent at any time. **However, it's essential that you are aware that the withdrawal of Consent will not impact the legality of any Processing carried out before the withdrawal of such Consent, nor will it affect any Processing based on other legitimate grounds for data processing.** If you withdraw your Consent, and it is reasonable and lawful for us to do so, we may terminate our relationship with you.

8.4 Should you provide us with any Personal Information about any third-party individual or entity, you must obtain their Consent to do so. **We have the right to presume that you have obtained the required Consent, and you agree to indemnify us against any liability should you have failed to obtain such Consent from any third party.** It is also your responsibility to make sure that such third party is aware of this Policy and of how their Personal Information will be Processed.

## 9 HOW DO WE OBTAIN YOUR PERSONAL INFORMATION

We will obtain your Personal Information in the following ways:

9.1 Certain Personal Information will be Processed automatically by us when you visit our Site. This occurs mainly from your browser, when we automatically receive and record your Internet Usage Information on our server logs from your browser. It is very important that you are aware that:

9.1.1 other websites that you visit before entering our Site might place Personal Information within your URL;

9.1.2 we have no control over such websites and the Personal Information that they may collect and share; and

9.1.3 this Personal Information may be shared with any subsequent websites that you visit that collect URL information.

9.2 Certain Personal Information will be Processed by us when you register on our Site to access any specific Products or make use of any specific Services and are required to create a User account for yourself. This information will be provided by you to us. We will use this Personal Information to fulfil your User account, provide additional Services and information to you as we reasonably think appropriate, and for any other purposes set out in this Policy. This Personal Information may include:

9.2.1 your name and surname, identity number, contact number and e-mail address;

9.2.2 the name, company registration number, and VAT number of the company that you represent;

9.2.3 your postal address or residential address;

9.2.4 your billing details; and

9.2.5 your username and password.

9.3 Certain Personal Information will be provided directly by you to us and Processed by us when you purchase our Products, use any of our Services, or when you become a Patient.

9.4 Certain Personal Information may be collected by us from third parties, such as your next of kin, another health care practitioner, a hospital/facility admission form, a credit bureau, a public record, or when you make certain information publicly available.

9.5 Certain additional Optional Information may also be Processed by us.

## 10 HOW WE USE YOUR PERSONAL INFORMATION

10.1 We operate our Site and conduct our business in accordance with South African legislation, as well as in line with international standards and guidelines on data protection. Protecting the privacy interests of all individuals making use of our Services and our Site is a top priority for us. At all times, we will take all reasonable steps to ensure that the privacy requirements, as set out in all relevant pieces of legislation, are adhered to. We will always strive to keep your Personal Information confidential, whether supplied directly by you to us, or whether it has been lawfully collected from another source.

10.2 **Generally, you Consent to us Processing your Personal Information in order to fulfil our obligations to you and to supply any Products or render any Services to you that you may require from us.**

10.3 **You also Consent to us collecting and Processing your Personal Information for certain specific purposes**, including but not limited to the following:

10.3.1 offering the Products to you;

10.3.2 providing our Services to you;

10.3.3 registering you as a Patient;

10.3.4 supporting the operation of any Services that we offer, such as for billing, account maintenance, invoice preparation, collection of outstanding Fees, appointment reminders and record-keeping purposes;

- 10.3.5 for any referrals to other specialists and service providers;
- 10.3.6 to report to referring practitioners;
- 10.3.7 for support in clinical trials;
- 10.3.8 for historical, statistical and research purposes;
- 10.3.9 for proof of consultation and treatment;
- 10.3.10 providing support to our indemnity or insurance providers;
- 10.3.11 furnishing all necessary documentation and details to your medical scheme for Services provided to you or your dependents, and for medical research purposes;
- 10.3.12 assisting you to access yours or your dependents' medical scheme benefits;
- 10.3.13 providing emergency medical services to you and/or your dependents;
- 10.3.14 the collection of and response to requests;
- 10.3.15 the distribution of communications that are relevant to your use of the Services, including system updates or information about your use of the Services;
- 10.3.16 handling claims, disputes and queries and the pursue good governance;
- 10.3.17 pursuing lawful marketing activities, which you always have the option to "opt-out" of;
- 10.3.18 protecting our legitimate interests, your legitimate interests and those of any third parties;
- 10.3.19 legal purposes, such as the enforcement of our rights, compliance with legislation, regulations and orders of court, handling claims, disputes and queries and the pursuance of good governance;
- 10.3.20 for any other lawful purposes related to the Products and Services that we supply to you; and
- 10.3.21 as may be requested, authorised or Consented to by you.
- 10.4 Regarding your Internet Usage Information, you agree that in addition to the purposes described in clauses 10.2 and 10.3 above, we may also use such information to:
  - 10.4.1 monitor Site usage metrics, such as total number of visitors and pages accessed;
  - 10.4.2 remember your information so that you will not have to re-enter it during your visit or the next time you access the Site; and
  - 10.4.3 track your entries, submissions, and status in any promotions or other activities in connection with your usage of the Site.
- 10.5 You agree that we may Process your Personal Information for purposes other than those referred to in clauses 10.2, 10.3, and 10.4 above, only after notice has been provided to you of our intention to Process such Personal Information, and only after Consent has been obtained from you, where required by law.
- 10.6 **Under no circumstances will One Aid sell or re-sell your Personal Information to any third party.**

## **11 DISCLOSING YOUR PERSONAL INFORMATION TO THIRD PARTIES**

- 11.1 We do not typically share your Personal Information with third parties, other than when:
- 11.1.1 such sharing is required to offer you the Products or to provide you with the Services that we supply to you, as stated in clause 10.2;
  - 11.1.2 such sharing is required by us to protect the safety or to maintain the security and integrity of the Services that we offer;
  - 11.1.3 we need to disclose certain Personal Information to protect ourselves against any liability, to defend ourselves against any claim or otherwise to protect our rights, consistent with applicable laws;
  - 11.1.4 we have a legal or contractual obligation to share such Personal Information with a third party;
  - 11.1.5 such sharing is required to protect the safety or security of any individual or the general public; or
  - 11.1.6 the provision of such information is required for risk or fraud prevention purposes.
- 11.2 **You Consent that we may disclose certain Personal Information to:**
- 11.2.1 Contracted Third Parties, provided that such Contracted Third Parties shall at all times agree to keep such information confidential and only use your Personal Information in connection with the services that they supply to you or the services that they perform for us;
  - 11.2.2 certain of our employees and officers, who require access to such Personal Information to do their jobs, provided that such employees and officers will be subject to stringent internal policies which ensure that the confidentiality of your Personal Information is at all times be maintained;
  - 11.2.3 a medical scheme (this Personal Information and Healthcare Information will, in some instances, include an ic10 code, procedure code and billing information);
  - 11.2.4 debt collectors and credit bureaus, in certain circumstances;
  - 11.2.5 relevant treating practitioners, to ensure that you receive the appropriate care;
  - 11.2.6 your next-of-kin (if it is necessary in the circumstances);
  - 11.2.7 your insurance company (upon your request);
  - 11.2.8 a third party purchaser of the Organisation;
  - 11.2.9 the Compensation Commissioner; and
  - 11.2.10 the Road Accident Fund or an insurer or to whom a claim is submitted in relation to amounts payable to the practice.
- 11.3 You also agree that we may disclose aggregate statistics (information about the customer population in general terms) about the Personal Information to advertisers or our business partners.

## **12 TRANSFER OF YOUR PERSONAL INFORMATION TO ANOTHER COUNTRY**

- 12.1 In certain instances, we may need to transmit or transfer your Personal Information outside of the country in which it was collected (in most cases, South Africa) to a foreign country, and Process it in that country.
- 12.2 Personal Information may also be stored on servers located outside of the country in which it was collected (in most cases, South Africa), in a foreign country.
- 12.3 If we need to send any Personal Information outside of South Africa (including if such information is hosted offshore), we will take all reasonable steps to ensure that we comply with all legislative requirements in this regard, including the requirements contained in POPIA.
- 12.4 Data protection is a worldwide objective, and, in most countries, the protection of Personal Information is prioritised and carefully governed. In some cases, however, the foreign country where the Personal Information is transmitted or transferred to, Processed in and/or stored in, may have laws protecting Personal Information that may not be as stringent as the laws in the country in which it was collected. In this regard, you Consent to us Processing your Personal Information in a foreign country whose laws regarding the Processing of Personal Information may be less stringent than those governing the Processing of Personal Information in South Africa.

## **13 STORAGE AND SECURITY OF YOUR PERSONAL INFORMATION**

- 13.1 We take the security of Personal Information very seriously. We will always do our best to comply with applicable data protection laws and keep your Personal Information confidential.
- 13.2 We have adopted a security model that complies with generally accepted information security practices and procedures, designed to secure the integrity and confidentiality of all Personal Information that is submitted through the Site. Should you require any further information on how your Personal Information is stored, including information on password controls, encryption processes, fire-wall technology, and anti-virus software, please do not hesitate to contact us via the Information and Privacy Officer listed in clause 21 below.
- 13.3 We will at all times take all reasonable organisational and technical measures to prevent any damage or loss to your Personal Information, or any unlawful access to or Processing of your Personal Information.
- 13.4 The Organisation has a stringent security policy in place that every employee, officer and supplier of the organisation must adhere to.
- 13.5 At all times, we undertake to you that we will use all reasonable endeavours to:
- 13.5.1 identify all reasonably foreseeable risks to any Personal Information in our possession or under our control;
- 13.5.2 establish and implement appropriate safeguards against any of the risks that we identify; and
- 13.5.3 verify on an ongoing basis that all safeguards are effectively maintained and updated in response to any new risks that may come to our attention.
- 13.6 Please not that despite our very best endeavours to secure the integrity and confidentiality of your Personal Information, the absolute security of any information transmitted through the Internet or via a mobile device can never be guaranteed. You are responsible for maintaining the security of any User identity, password or other form of identification required to access password protected or secure areas



of the Site. **We are not responsible for any interruption to or interception of any communications through the Internet or for changes to or losses of data and you agree to indemnify us in this regard.**

13.7 In order to protect you and your Personal Information, you agree that we may suspend your use of any of our Services, or your access to the Site, without notice to you, pending an investigation if any breach of security is suspected.

13.8 We will inform you and the Information Regulator, as soon as reasonably possible, if we suspect that any person or entity has unlawfully obtained access to your Personal Information, subject to the provisions of the law.

#### **14 RETENTION OF PERSONAL INFORMATION**

14.1 All Personal Information that is retained by us, including information obtained through the use of the Site, is retained in accordance with the provisions contained in POPIA, as well as all other applicable legislation.

14.2 We will retain your Personal Information only for as long as is required to fulfil the purposes set out in this Policy, and to the extent necessary to comply with all of our legal obligations, to resolve disputes and to enforce agreements. We may also retain your Personal Information as proof of our Services, and for historical, statistical and research purposes, subject to the provisions of the law.

14.3 In general, you agree that we may keep your Personal Information until all of the purposes for which it as collected have been fulfilled, we have complied with all of our legal obligations, or you request that we delete or destroy it. During the period of retention, we will continue to protect your Personal Information and abide by our privacy obligations.

14.4 If you feel that we have retained your Personal Information for longer than is reasonably necessary, given its purpose, you may ask us to delete or destroy it. **This is unless the law requires us to keep your Personal Information for a prescribed period.**

14.5 We may retain your Personal Information in physical or electronic records, at our discretion.

14.6 If you believe that any Personal Information that we have about you is excessive or has been unlawfully obtained, you may ask us to delete or destroy it.

14.7 Where we are unable to delete your Personal Information, we will take all reasonable steps to make it anonymous.

14.8 If you have any questions or concerns about the retention of your Personal Information, please do not hesitate to contact us via the Information and Privacy Officer listed in clause 21 below.

#### **15 IP ADDRESSES AND COOKIES**

15.1 We may collect information about your computer, including (where available) your IP address, operating system, and browser type for system administration and statistical purposes.

15.2 For the same reason, we may obtain information about your general internet usage by placing small text files called "cookies" on your device when you visit our Site. Cookies contain information that is transferred to your computer's hard drive. On revisiting the Site, our computer server will recognise the cookie, giving us information about your last visit. They help us to improve the Site and to deliver a better

and more personalised service. For more information on cookies and how to personalise your cookie settings, please see the Cookie Policy on the Site.

## **16 MESSAGES, UPDATES AND E-MAIL COMMUNICATIONS**

16.1 If you are a Patient of One Aid, a User of the Site, or have purchased any Products or Services from us, we may use your contact details to send you information regarding any new similar services or products which we may offer, from time to time. In doing so, we will, at all times, comply with all applicable legislation, as it relates to direct marketing or otherwise.

16.2 We may send you communication from time-to-time from our Site, via e-mail, WhatsApp, SMS and other channels (sometimes through automated means), which may include news, special offers, updates and other information relating to One Aid and its affiliates. This forms part of the Services that we offer to our clients.

16.3 **You have the right to opt-out of any direct marketing that we send to you.** Should you wish to opt-out of any of the communications referred to in clauses 16.1 and 16.2 above, or to limit the number and type of communications that you receive from us, you may do so by following the instructions set out in such communications, free of charge. If you experience any difficulty in this regard, you may contact us using the e-mail address listed in clause 21 below.

16.4 In addition to the communication described above, you may receive third-party marketing communication from providers that we have engaged to promote and market our Products and Services. Please note that these providers may be using communications lists that they have acquired on their own and that you may have opted into those lists from other channels. If you no longer wish to receive communication from such third parties, you will need to contact them directly in order to opt-out.

## **17 ACCESSING AND UPDATING YOUR INFORMATION**

17.1 **It is very important that you are aware of the rights that you have in relation to your Personal Information.**

17.2 We will try to keep the Personal Information that we collect as accurate, complete, and up to date as is necessary, for the purposes defined in this Policy. From time to time, we may request you to update your Personal Information on the Site, or in person. You are able to review or update some of the Personal Information held by us by accessing your User account online.

17.3 If you are of the view that any Personal Information held by us about you is incorrect in any way, including that it is outdated, irrelevant, inaccurate, incomplete or misleading, you may ask us to correct, update or delete it by contacting us using the e-mail address listed in clause 21 below.

17.4 You have the right at all times to know what Personal Information we hold about you. At any time, you may contact us in order to:

17.4.1 confirm that we hold Personal Information about you;

17.4.2 confirm what Personal Information we hold about you;

17.4.3 request a copy or a description of the Personal Information that we hold about you; or

17.4.4 confirm the identity or categories of third parties who have had, or currently have, access to your Personal Information.

- 17.5 You also have the right to object to the Processing of any of your Personal Information . If you object to the Processing of your Personal Information, and your objection is found to be valid , your Personal Information will only be Processed by us as permitted by law. If you exercise this right and, if the circumstances make it reasonable and lawful for us to do so, we may terminate our relationship with you.
- 17.6 Please use the contact details listed in clause 21 below, as regards any request regarding your Personal Information.
- 17.7 We may charge a prescribed or reasonable fee should you request copies of your Personal Information from us, and we will inform you at the time when the request is made what this fee is.
- 17.8 When you make a request regarding your Personal Information, we may take reasonable steps to confirm your identity. Please be patient with us in this regard. We follow a specific process in order to protect you and your rights to the greatest extent possible.
- 17.9 There may be certain times when we will not be able to grant you access to your Personal Information. These times may include, but are not limited to instances when:
- 17.9.1 granting you access will result in a breach of confidentiality; or
- 17.9.2 access to the information will threaten the privacy of others.
- 17.10 Whenever we are unable to grant you access to your Personal Information, we will always provide you with comprehensive reasons as to why this is the case.
- 17.11 You have the right to appeal any rejection of access to your Personal Information via the appropriate channels.

## **18 LINKS TO THIRD PARTIES**

- 18.1 The Site may contain links to third party websites. 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.
- 18.2 We also use Platforms to communicate with the public about our Products and Services. When you communicate with us on these Platforms, the relevant Platform may collect your Personal Information for its own purposes. These Platforms have their own privacy policies independent of this Policy.
- 18.3 One Aid is 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.
- 18.4 **You agree to indemnify One Aid regarding any loss that you may sustain should you fail to take the steps set out in clause 18.3 above.**

## **19 POLICY MODIFICATIONS**

- 19.1 One Aid, in its sole discretion, reserves the right to amend, modify or update this Policy 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 the Policy was last updated.

19.2 The most updated version of this Policy will always be available on the Site.

19.3 You agree and undertake to review this Policy whenever you visit the Site.

19.4 Save as expressly provided to the contrary in this Policy, any amended version of this Policy will supersede and replace previous versions thereof. **If you continue to use the Site or our services following a change to the Policy, the changed Policy will apply to you, and you will be deemed to have accepted such updated Policy.**

## 20 MERGERS AND ACQUISITIONS

20.1 Should One Aid become involved in a proposed or actual merger, acquisition or any other sale of business or sale of assets, One Aid shall have the right to share your Personal Information with third parties in connection with such transaction.

20.2 In the case of an acquisition, merger or sale, the new entity will have access to your Personal Information, and we may assign our rights in and to the Personal Information to a successor, purchaser, or separate entity. In such a case, the terms of this Policy will continue to be applicable.

## 21 UPDATES, FEEDBACK AND CONTACT INFORMATION

21.1 This Policy was last updated on 1 June 2024.

21.2 If you have any questions, concerns or comments regarding this Policy, or your Personal Information, please send them to:

- **The Information and Privacy Officer:** Dr Carmen Briner.
- **E-mail:** [drcarmen@oneaid.co.za](mailto: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.

21.3 If you believe that we have used your Personal Information contrary to this Policy, you have a right to complain, or to dispute the Personal Information that we hold.

21.4 We encourage you to first follow our internal complaints process. To do so, please contact the Information and Privacy Officer, as listed above.

21.5 If you feel that your complaint or dispute has not been resolved adequately by us, please feel free to contact the Information Regulator in South Africa, as established in terms of POPIA. The contact details for the Information Regulator are set out on the website of the Information Regulator at <https://inforegulator.org.za>.

## 22 NOTICES AND DOMICILIUM

22.1 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 this Policy and your agreement with us, including the giving of any notice, the payment of any sum and the serving of any process.

- 22.2 To change the email address on file in relation to your User account, please e-mail us at the address specified in clause 21 above. All notices will be deemed to have been received by you on the day that they are sent by us.
- 22.3 If you become a Patient of One Aid, the provisions of the General Patient Terms and Conditions will apply to you insofar as your Domicilium is concerned.

## **23 GOVERNING LAW**

This Policy and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Policy is 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 this Policy.

## **24 GENERAL**

- 24.1 This Policy does not create or imply any agency, partnership or franchise relationship. Nothing in this Policy, express or implied, is intended to or shall confer on any third party any right, benefit, or remedy of any nature whatsoever.
- 24.2 If any provision of this Policy is found by any court or other authority of competent jurisdiction to be invalid, unenforceable, or illegal, this shall not impair the operation of this Policy, or affect the other provisions which are valid.