

WEBSITE TERMS AND CONDITIONS OF USE

1. INTRODUCTION

These are the Terms and Conditions of Use for the Ethekewini Hospital and Heart Centre Cardiology Unit website located at the following URL – <https://EHHccardiology.com/> (“**the Website**”). The Ethekewini Hospital and Heart Centre Cardiology Unit (the “**Medical Practice**”) is a Specialist Cardiology Unit based and practicing as such in the Republic of South Africa (“**South Africa**”). These terms and conditions (“**Terms and Conditions**”) govern your (the “**User**”) use of the Website. By accessing or using the Website, the Users bind themselves to the Terms and Conditions set out in this document. The content of, and available on, the Website, is either proprietary to the Medical Practice or utilized in terms of a written license agreement entered into between the Medical Practice and the proprietor of such content. As such, the Users may not access, display, use, download, and/or otherwise copy or distribute any such content obtained on the Website for any purposes other than as provided for in these Terms and Conditions without the prior consent of the Medical Practice or the individuals to whom any relevant Personal Information on the Website relates.

2. DEFINITIONS

The headings to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify these Terms and Conditions nor any clause hereof.

Unless the context dictates otherwise, the words and expressions defined below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

- **Active Processing:** Means instances where the Medical Practice has directly been provided with the Personal Information of Data Subjects, such as when Users submit an enquiry in respect of the Services, or when Users provide Personal Information to the Medical Practice pursuant to making use of the Website.
- **Applicable Laws:** Means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.
- **Cookies:** Means small text files that store Non-personally Identifiable Information about Users, either temporarily in connection with a User’s Internet Protocol (IP) address (known

as a temporary or session cookie, and deleted once a User closes their browser window) or more permanently on the hard drive of a User's device (known as a permanent or persistent cookie).

- **Device:** Means the device used by the User to access the Website, such as a desktop computer, laptop, smart phone, tablet or similar device.
- **Data Protection Legislation:** Means any data protection or data privacy laws applicable within any Territory.
- **Data Subject(s):** Means any Person to whom any Personal Information relates, which shall include the User.
- **Governing Law:** Means the laws of the South Africa.
- **Intellectual Property:** Means all intellectual property subsisting in, pertaining to or used on, through or by means of the Website, including documents, designs, Trade Marks, service marks, data, trade secrets, methods and know-how, as well as copyright, including all copyright in any documents, logos, designs, multimedia works, software (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above.
- **Medical Practice:** Means mean the Ethekewini Hospital and Heart Centre Cardiology Unit, a Specialist Cardiology Unit duly registered and incorporated in accordance with the laws of South Africa and, where applicable, any of its Affiliates, who are the providers of the Website and any associated Services.
- **Medical Practice's Associates:** Means the Medical Practice's officers, employees, agents or contractors or any other persons in respect of whose actions the Medical Practice may be held to be vicariously liable;
- **Non-Personally Identifiable Information/Data:** Means any information/data which cannot be linked to Users, such as an internet domain name, the type of web browser used by a User, the type of operating system relied on by a User, the date and time of a User's visit to our

Website, the specific pages a User may have visited, and the address of the website which a User may have visited prior to entering or gaining access to the Medical Practice's Website.

- **Passive Processing:** Means instances where the Medical Practice has not actively been provided with the Personal Information of Users, such as when the Medical Practice deploys inactive means to collect information from Users. These Passive Processing means allow the Medical Practice to Process certain kinds of Non-personally Identifiable Information which cannot be linked to Users.
- **Patient:** Means any patient of the Medical Practice.
- **Person:** Means, where the context so requires, an individual, firm, company, corporation, juristic person, local authority, and any trust, foundation, organisation, association or partnership, with or without a separate juristic personality.
- **Personal Information:** shall, for the purposes of these Terms and Conditions and the Privacy Policy, have the meaning given to the term in the Protection of Personal Information Act (No 4 of 2013) of South Africa.
- **Privacy Policy:** Means the Medical Practice's privacy policy sourced at <https://EHHCCardiology.com/>, which is supplementary and complimentary to these Terms and Conditions, and which provisions are read into these Terms and Conditions as if specifically incorporated herein.
- **Processing:** shall, for the purposes of these Terms and Conditions and the Privacy Policy, have the meaning given to the term in the Protection of Personal Information Act (No 4 of 2013) of South Africa, and the terms "Process" and "Processed" shall have corresponding meanings.
- **Services:** Means the Website and any services provided by the Medical Practice on and/or through the Website.
- **Service Providers:** Means any Person that has been contracted by the Medical Practice to render specific products or services to Patients of the Medical Practice.

- **Territory:** Means South Africa, where the Medical Practice and its Affiliates conduct business or have operations or are actively pursuing business development opportunities, as well as such other countries as may be stated on the Medical Practice’s Website from time to time.
- **Trademarks:** Means all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilized by the Medical Practice in facilitating the User’s use of the Services, as well as on the Website.
- **User(S):** Means any Person(s) who use the Website and/or associated Services.
- **Web-Based Format:** Means the format of the Website which can be accessed by the Users through their web browser by entering a particular website.
- **Website:** Means the website owned and operated by the Medical Practice, located at <https://EHHCardiology.com/>.

3. INTERPRETATION

Unless inconsistent with the context or save where the contrary is expressly indicated:

- if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;
- any reference in these Terms and Conditions to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time; and
- any reference in these Terms and Conditions to these Terms and Conditions or any other terms and conditions or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other terms and conditions or document as same may have been, or may from time to time be, amended, varied novated or supplemented.
- an expression which denotes i) any one gender includes the other genders; and ii) the singular includes the plural and vice versa.

The words “include” and “including” mean “include without limitation” and “including without limitation”. The use of the words “include” and “including” followed by a specific example or

examples shall not be construed as limiting the meaning of the general wording preceding it: the application of the eiusdem generis rule is excluded.

Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause.

4. CONTRACTUAL CAPACITY TO ACT

The User warrants that he / she is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter into and be bound by these Terms and Conditions. Where the User acts on behalf of another Person, the User warrants that he / she has the necessary authority and capacity to enter and bind such Person to these Terms and Conditions.

5. UPDATING OF THESE TERMS AND CONDITIONS

The Medical Practice reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the obligation of User to periodically check these Terms and Conditions on the Website for changes or updates. The continued use of this Website by the User following the posting of changes or updates, will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

6. ELECTRONIC COMMUNICATIONS

The User accepts that when visiting the Website or communicating with the Medical Practice electronically, the Medical Practice may communicate with the User, using various electronic channels. By using the Website or communicating with the Medical Practice by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication will be deemed to have been adequately addressed to the User by or on behalf of the Medical Practice on transmission of such communication by e-mail to the e-mail address provided by the User, and that such transmission constitutes proper notice to the User.

All electronic records that a User sends to the Medical Practice may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless proven to the contrary by the User.

7. THIRD PARTY SERVICE PROVIDERS PRODUCTS, SERVICES, AND THIRD PARTY WEBSITES

At the discretion the Medical Practice, they may include references to or facilitate access to services rendered by third-party Service Providers and provide links to the sites of third-party Service Providers. These third-party Service Providers and their sites have separate and independent terms and conditions of use and privacy policies applicable to their products, services, and respective sites. The Medical Practice shall bear no responsibility or liability for the products and services offered or rendered by such third-party Service Providers or the content and services provided through or by means of their respective sites.

The Medical Practice makes no warranties or representations whatsoever regarding the products and services offered or rendered by any third party Service Provider, or the content or activities of such third-party websites, which may be accessed or used through or by means of the Medical Practice's Website.

The User acknowledges that the Medical Practice merely facilitates the User's access to such third party's products, services and/or website and does not itself offer the products or render the services of such third party to the User.

The User acknowledges that neither the Medical Practice nor the Medical Practice's Associate, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content of or the website of a third party, as well as any functionality of said website and the products offered or services rendered through or by means of said website, or of any linked website.

Third party websites and advertisers, or internet advertising companies working on their behalf, sometimes use technology to send (or 'serve') the advertisements that appear on their website directly to the User's browser. They automatically receive the User's IP address when this happens. They may also use Cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their ads and to personalise advertising content to Users. The Medical Practice does not have access to or control over Cookies or other features that such third parties may use when Users access a third party website, and the information

practices of these advertisers and third party websites are not covered by these Terms and Conditions. Please contact them directly for more information about their privacy practices.

8. LIMITATION OF LIABILITY

The Website and all content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Medical Practice makes no warranty or representation as to the availability, accuracy or completeness of the content. Neither the Medical Practice or the Medical Practice’s Associates, shall be held liable or responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the Website or any functionality thereof, or of any linked website, even if the Medical is expressly advised thereof.

Neither the User or any other person shall have any claim against the Medical Practice for any direct, consequential, incidental, indirect or special loss or damages, including business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of the Services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if the Medical Practice. The Medical Practice therefore does not guarantee that (i) the Website; (ii) the information, content, tools or materials included on the Website; (iii) the Medical Practice’s servers; or (iv) that any electronic communications sent by the Medical Practice will be free from viruses or other harmful components.

The Medical Practice will not be liable for any damages of any kind arising from your use of the Website, the Services or from any information, content, tools or materials included on or otherwise made available to the User through the Website, including for direct, incidental, punitive and/or consequential damages.

Although the Medical Practice is committed to providing Users with the best possible Service, the Medical Practice shall not be responsible for:

- any of the events described in this clause;
- any actions or omissions by the User that result in a breach of the provisions of these Terms and Conditions;

- any links to other websites from the Website. The User also acknowledges that the Medical Practice cannot control the content of or the products offered on any third party websites;
- a denial of access to the Website or the Services, should the Medical Practice believe or have reason to believe that the User is conducting activities that are illegal, abusive, would attack the integrity of the Website or put the Medical Practice in disrepute; or
- the User's reliance on any of the Services, information, content, tools or materials that the User obtains or gains access to from the Website.

9. GOVERNING LAW

The Website is controlled, operated and administered by the Medical Practice within the South Africa. Access to the Website from territories or countries where the use of the Website or the Services provided through the Website is illegal is strictly prohibited and by accessing the Website, the User, whether acting in his/her personal capacity or on behalf of a Patient, agrees that the laws of South Africa will govern these Terms and Conditions, as well as any dispute which may arise from these Terms and Conditions.

10. CASUAL SURFING

The User may visit the Website without providing any Personal Information. The Website servers will in such instances collect the IP address of the User's computer or other electronic device, but not the e-mail address or any other distinguishing or personally identifiable information. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed, etc. The Medical Practice uses this information to determine use of the Website, and to improve content thereon. The Medical Practice assumes no obligation to protect this aggregated information and may process such information without limitation.

11. INDEMNITY AND CONDITIONS

Although the Medical Practice will do everything reasonably within its power to ensure that the Website will be operational, the User accepts that the Medical Practice may not be in control of all the circumstances surrounding the Services associated with the use of the Website. The Medical Practice shall not be held liable for any direct or indirect damages or losses suffered as

a result of any incorrect, inaccurate or late provision of any of the Services in the event that the Website may be temporarily unavailable or dysfunctional.

The Medical Practice shall not be liable for any direct or indirect damages or losses suffered by the User or any Person represented by the User, as a result of any negligence on the part of the Medical Practice, any of its agents, Service Providers or representatives in the rendering of the Services through the Website.

12. USE OF THE WEBSITE AND THE SERVICES

The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Website's contents without the Medical Practice's prior written consent. The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Website without the prior written consent of the Medical Practice.

The Medical Practice reserves the right to make any changes or modification, as well as discontinue any aspect of the Website, its content or the Services offered by or through the Website at any time and without prior notice to the User. No such change, suspension, modification or discontinuance shall entitle the User to any compensation or give rise to any liability whatsoever.

The User agrees that it will only use the Website in accordance with these Terms and Conditions, including any terms and conditions incorporated herein by reference.

The display of content via the Website may differ depending on the Device the User is using to use the Website or access the Services.

The Website may feature Medical related content in the form of articles, blog posts or the like. This content is intended to provide general information and guidance and is not intended to amount to medical advice that is to be relied on or substitute taking medical advice from a qualified medical professional. Any and all content published on the Website reflects the views of the author and does not necessarily constitute the official opinion (medical or otherwise) of the Medical Practice, unless expressly stated otherwise.

The User may not post content on the Website that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language.

The Medical Practice reserves the right to occasionally restrict User access and/or use of the Website and/or Services to carry out repairs, maintenance or to introduce new functionality and/or Services. The Medical Practice does, however, endeavour to keep any disruption in the use of the Website to a minimum.

The User agrees not to:

- use the Website and the Services to process Personal Information of third parties, however should this be the case, for instance when a User refers third parties to the Medical Practice, such User warrants that he/she/they have procured the required consent from such third party to do so;
- violate the privacy of any person in order to, or attempt to, gain unauthorised access to the Medical Practice and/or the Services through the Website, including through hacking, password mining or any other means;
- use the Website and the Services to engage in any illegal or unlawful activity;
- employ automated electronic or mechanical processes designed to negatively affect the performance of the Website, and the Medical Practice 's provision of the Website and the Services;
- utilise the Website in a manner which disrupts the normal operations of the Medical Practice;
- attempt to gain unauthorised access to the Medical Practice 's programming, coding or infrastructure; or
- circumvent, disable or otherwise interfere with security related features of the Medical Practice or features that prevent or restrict the use or enforce limitations on the use of the Website.

Should the User engage in any of the aforementioned activities, or breach any of the provisions of these Terms and Conditions, the Medical Practice shall be entitled, without prejudice to any other rights they may have in law and without prior notice to the User:

- suspend User access to and use of the Website and the Services;
- restrict or limit the use of the Website;

- terminate the agreement set forth in these Terms and Conditions and recover all costs incurred by the Medical Practice, including, legal costs on an attorney and own client basis.

13. INTELLECTUAL PROPERTY

The technology and software underlying the Website and the Services, or distributed in connection therewith, are the property of the Medical Practice or is licenced to the Medical Practice pursuant to a licensing agreement concluded between the Medical Practice and the third party proprietor thereof. The Medical Practice (or the third party proprietor, where applicable) owns all rights, title, license and interest to any and all registered and unregistered intangible property, including marketing material, designs, know-how, trademarks, trade names, brand names, signs, symbols, logos, trade secrets, copyright and patents and any derivatives thereof and all future additions and improvements thereto, in respect of or pertaining to the Website and its use and implementation (“**Intellectual Property**”).

The Intellectual Property is protected by applicable copyright, trademark and intellectual property laws. Users shall not obtain any rights, title or interest in or to any Intellectual Property, whether by operation of these Terms and Conditions, use of the Services, or otherwise. the Medical Practice does not permit copyright infringing activities or infringement of Intellectual Property rights of the Medical Practice.

14. COPYRIGHT

All content made available on the Website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to the Medical Practice, or is alternatively used pursuant to a licensing agreement concluded between the Medical Practice and the third party proprietor of such content.

Any unauthorised use, alteration or dissemination of the information or content published on the Website is strictly prohibited.

The User expressly acknowledges that no content or information displayed on the Website may be regarded or construed as granting any licence or right to any third party, including the User, to use any trademark without the Medical’s prior written consent and approval.

Although the Medical Practice has deployed reasonable technical and organisational measures to protect the information on the Website from time to time, the User acknowledges that the Medical

Practice cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of the Website.

15. PERSONAL INFORMATION OF USERS

Users shall make available and consent by virtue of the using the Website and its associated Services, to the processing of all Personal Information which is provided or made available by the User to the Medical Practice through the User's use of the Website or its associated Services. This Personal Information may include:

- e-mail addresses;
- names and surnames;
- name of company/organisation;
- telephone numbers; and
- opinions and preferences.

In as far as any User provides the Medical Practice with the Personal Information of a third party, they warrant that they are duly authorised to do so and have established a lawful justification in terms of prevailing Data Protection Legislation, to share such Personal Information with the Medical Practice, as well as to enable the Medical Practice to Process such information and (where required) to share such Personal Information with its agents, affiliates and Service Providers.

The User agrees that the Medical Practice may Process the Personal Information for all purposes that relate to the use of the Website and the associated Services.

The User acknowledges that through the use of the Website or the Services, which may include completing online forms or contacting the Medical Practice electronically, the Medical Practice will be Processing the Personal Information relating to the User.

The Personal Information Processed by the Medical Practice may include, but is not limited to the following purposes:

- verifying the identity of the Users and any Patient on whose behalf they may be using the Website in respect of;

- to render the Services;
- transmitting and receiving necessary correspondence to the Users in relation to the Services;
- transmitting marketing material to the Users in respect of the Services made available through the Website, subject at all times to the Medical Practice's compliance with applicable Data Protection Legislation in respect of such marketing materials and methods;
- to monitor and analyse User conduct in respect of the use of the Website and/or the Services;
- for compliance and risk purposes;
- to analyse the Personal Information collected for research and statistical purposes and once such Personal Information is analysed to send the User marketing and promotional material which the Medical Practice believes may, based on its Processing of the Users' Personal Information, be relevant to the User and enhance the use of the Services provided on, through, or by means of the Website, subject at all times to the Medical Practice's compliance with applicable Data Protection Legislation in respect of such marketing and promotional materials and methods;
- to conduct market research, as well as academic research in respect of the Personal Information in order to identify potential markets and trends, to develop new functionality associated with the Services;
- to aggregate and/or de-identify any Personal Information after analysing it for statistical purposes and/or conducting market and academic research in respect thereof, as aforesaid, and transferring or on-selling such de-identified Personal Information to third parties for commercial or non-commercial means.

The Personal Information shall be retained in the strictest confidence by the Medical Practice and will only be processed in accordance with the Medical Practice's Privacy Policy.

The User expressly agrees and acknowledges that any failure to submit the requisite Personal Information may render the Medical Practice unable to make the Services associated with the Website available and should this arise, the User hereby indemnifies and holds the Medical Practice

harmless against any loss or damage which the User may suffer as a result of the Medical Practice's inability to render the Services or make the Website available to the User for use.

16. COOKIES AND OTHER SIMILAR AUTOMATED TECHNOLOGIES

When Users interact with the Medical Practice through the use of the Website, the Medical Practice obtains certain information using automated technologies and means of Passive Processing, such as Cookies, web server logs, web beacons and other technologies.

The Practice uses these automated technologies and means of Passive Processing to collect the User's device information, internet activity information and inferences as described above. These technologies help the Medical Practice to:

- Remember a User's information so that Users do not have to re-enter it;
- Track and understand how User's use and interact with the Medical Practice's Website;
- Tailor the Medical Practice's Services to a User's preferences;
- Measure how useful and effective the Medical Practice Services and communications are to Users; and
- Otherwise manage and enhance the Services.

The Medical Practice does set some of these automated technologies, but others are set by third parties who deliver services on the Medical Practice's behalf. For example, the Medical Practice may use other companies' web analytics services (described in the "Third-Party Analytics Services" section below), which use automated technologies to help the Medical Practice evaluate how Users use our Websites. A User's browser can issue alerts for when Cookies are placed on their device and how such Cookies can be stopped or disabled via the User's browser settings. Please note, however, that without Cookies all of the features of the Website may not work properly. If the User uses a mobile device, the User can manage their device and browser share certain device data by changing the privacy and security settings on the mobile device. For Users to learn more about Cookies and how to manage their preferences – visit <http://www.allaboutcookies.org>.

17. THIRD-PARTY ANALYTICS SERVICES

The Medical Practice may use third-party analytics service providers to help with the Medical Practice Services associated with the Website, such as Google Analytics. The analytics providers that administer these services use technologies such as Cookies, web beacons and web server logs to help the Medical Practice analyse how User's use the Website the Medical Practice may disclose a User's site-use information (including IP address) to these analytics providers and other service providers who use the information to help them figure out how Users and others use the Website and associated Services.

To learn more about Google Analytics and how to opt out, please visit:

- <https://marketingplatform.google.com/about/>

or

- <https://support.google.com/analytics/answer/181881?hl=en>

18. CONTACT INFORMATION FOR THE MEDICAL PRACTICE

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