



## Lenmed Digital Services - In App Terms of Service

Lenmed Health Management Company Proprietary Limited, on behalf of itself and its affiliates/group companies under the brand “Lenmed Digital Service” (“**Lenmed Digital Service**”), is the author and publisher of the internet resource [www.lenmed.co.za](http://www.lenmed.co.za) and the smart device application ‘Lenmed Digital Service’. Lenmed Digital Service operates the services provided through the Lenmed Digital Mobile Application (“**Mobile Application**”).

### 1. NATURE AND APPLICABILITY OF TERMS

Please go through these terms and conditions (“**Terms**”) carefully, together with the [Lenmed Digital Services Privacy Notice](#) available on the digital application (“**Privacy Notice**”) before you decide to access the Mobile Application or use the services available on the Mobile Application. These Terms and the Privacy Notice together constitute a legal agreement (“**Agreement**”) between you and Lenmed Digital Service in connection with your visit to the Mobile Application and your use of the Services provided through the Mobile Application.

The Agreement applies to you whether you are –

- A medical practitioner or health care provider (whether an individual professional or a medical practice) or similar institution wishing to be listed, or already listed, on the Mobile Application, including designated, authorized associates of such practitioners or medical practices (“**Practitioner(s)**”, “**you**” or “**User**”); or
- A patient, his/her representatives, or affiliates, searching for Practitioners through the Mobile Application (“**End-User**”, “**you**” or “**User**”); or
- A user of the Mobile Application (“**you**” or “**User**”).

This Agreement applies to all services made available by Lenmed Digital Service on the Mobile Application, to its Users (“**Services**”), which includes, but is not limited to, the following:

- For Practitioners: Listing of Practitioners and their profiles and contact details, to be made available to the other Users and visitors to the Mobile Application, scheduling of appointments for consultations and reviewing of test results;
- For other Users: Create and maintain ‘Health Profiles’, search for Practitioners by name, specialty, and geographical area, or any other criteria that may be developed and made available by Lenmed Digital Service, communicate with relevant Practitioners via the Mobile Application, access health information and uploading of personal documents.

The Services are subject to change from time to time, at the sole discretion of Lenmed Digital Service, and the Agreement will apply to your visit and your use of the Mobile Application to

access and use the Service, as well as to all information provided by you on the Mobile Application at any given point in time.

This Agreement defines the terms and conditions under which you are allowed to use the Mobile Application and describes the manner in which we will treat your account while you are registered as a User with us. If you have any questions about any part of the Agreement, feel free to contact us at [info@lenmed.co.za](mailto:info@lenmed.co.za).

By downloading or accessing the Mobile Application to use the Services, you irrevocably accept all the conditions stipulated in this Agreement (including the Privacy Notice), as available on the Mobile Application, and agree to abide by them.

This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Mobile Application to access and use the Services. By accessing and/or using any Service, you signify your acceptance of the terms of this Agreement.

You acknowledge that you will be bound by this Agreement for accessing and/or using any of the Services offered by us through the Mobile Application. If you do not agree with any part of the Agreement, please do not use the Mobile Application or any of its Services.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications will be notified to you through a Lenmed Digital Services message and access to the modified Agreement. You should read the Agreement at regular intervals. Your use of the Mobile Application following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.

Your access to the use of the Mobile Application and the Services will be solely at the discretion of Lenmed Digital Service.

The Agreement is published in compliance with and is governed by the laws of the Republic of South Africa.

## 2. CONDITIONS OF USE

You must be 18 years of age or older to register, use the Services, or visit or use the Mobile Application in any manner. By registering, visiting, and using the Mobile Application or accepting this Agreement, you represent and warrant to Lenmed Digital Service that you are 18 years of age or older and that you have the right, authority, and capacity to use the Mobile Application and the Services available through the Mobile Application, and agree to and abide by this Agreement.

## 3. TERMS OF USE APPLICABLE TO ALL USERS

### 3.1 END-USER ACCOUNT AND DATA PRIVACY

3.1.1 The terms “personal information” and “special personal information” are used as defined under the Protection of Personal Information Act, No 4 of 2013 (“**POPIA**”), as more fully set out in the Privacy Notice.

- 3.1.2 Lenmed Digital Service may by its Services, collect information relating to the devices through which you access the Mobile Application, and anonymous data of your usage. The collected information will be used only for improving the quality of Lenmed Digital Service's services and to build new services.
- 3.1.3 The Mobile Application allows Lenmed Digital Service to have access to registered Users' personal email or phone number, for communication purposes so as to provide you with a better way of booking appointments and for obtaining feedback in relation to your health care.
- 3.1.4 The manner in which Lenmed Digital Services uses and processes your personal information is set out in the [Privacy Notice](#). The Privacy Notice sets out, *inter-alia*:
- The type of personal information collected from Users, including special personal information;
  - The purpose, means and modes of usage of such personal information;
  - How and to whom Lenmed Digital Service will disclose such personal information; and,
  - Other information mandated by POPIA.
- 3.1.5 The User is expected to read and understand the Privacy Notice, so as to ensure that he or she has the knowledge of, *inter-alia*:
- the fact that certain personal information is being collected;
  - the purpose for which the personal information is being collected;
  - the intended recipients of the personal information;
  - the nature of collection and retention of the personal information; and
  - the name and address of the entity that is collecting the personal information and the entity that will retain the personal information; and
  - the various rights available to such Users in respect of such personal information.
- 3.1.6 Lenmed Digital Service shall not be responsible in any manner for the authenticity, accuracy or correctness of the personal information or special personal information supplied by the User to Lenmed Digital Service or to any other person acting on behalf of Lenmed Digital Service. The User will be responsible for ensuring that all information supplied by it to Lenmed Digital Service is accurate, complete and up to date.
- 3.1.7 If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Lenmed Digital Service has reasonable grounds to suspect that such information is untrue,

inaccurate, not current or incomplete, Lenmed Digital Service has the right to discontinue the Services to the User at its sole discretion.

- 3.1.7 The User is responsible for maintaining the confidentiality of the User's account access information and password ("**Account Credentials**") if the User is registered on the Mobile Application. The User will be responsible for all usage of the User's Account Credentials, whether or not authorized by the User. The User must immediately notify Lenmed Digital Service of any actual or suspected unauthorized use of the User's Account Credentials. Lenmed Digital Service will not be liable for any loss or damage caused by any unauthorized access to or use of your account, where accessed through your Account Credentials.
- 3.1.9 Lenmed Digital Service may use information collected from the Users from time to time for the purposes of debugging customer support related issues.
- 3.1.10 Against every Practitioner listed with Lenmed Digital Services, you may see a 'show number' option. When you choose this option, you choose to call the number through a free telephony service provided by Lenmed Digital Service, and the records of such calls are recorded and stored in Lenmed Digital Service's servers. Such call will have an Interactive Voice Response (IVR) message stating the purpose of recording your calls and your consent to such recordings which are dealt with as per the Privacy Notice. Such records may be accessed by Lenmed Digital Service for quality control and support related purposes and are dealt with only in accordance with the terms of the Privacy Notice. Such call facility provided to you by Lenmed Digital Service should be used only for appointment and booking purposes, and not for consultation on health-related issues. Lenmed Digital Service accepts no liability of any nature whatsoever if the call facility is not used in accordance with the foregoing. Lenmed Digital Service may also choose to not use this facility and show the practitioner's direct number. In case you choose to not provide your consent to recording your calls that may have personal information required for appointment and booking purposes, Lenmed Digital Service reserves the right to not provide the Services for which such personal information is sought.

## 3.2 PLATFORM RELEVANCE

Lenmed Digital Service's platform is enabled for the Practitioners and is a fully automated system that lists the Practitioners, their profile and information regarding their speciality on its Mobile Application. These listings of Practitioners do not represent any fixed objective ranking or endorsement by Lenmed Digital Service. Lenmed Digital Service will not be liable for any change in the relevance of the Practitioners on search results, which may take place from time to time. The listing of Practitioners will be based on the automated computation of various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve their listing. Lenmed Digital Service will in no event be held responsible for the accuracy and the relevancy of the listing order of the Practitioners on the Mobile Application.

## 3.3 LISTING CONTENT AND DISSEMINATING INFORMATION

- 3.3.1 Lenmed Digital Service collects, directly or indirectly, and displays on the Mobile Application, relevant information regarding the profile and practice of the Practitioners listed on the Mobile Application, such as their specialization,

qualification, fees, location, visiting hours, and similar details. Lenmed Digital Service takes reasonable efforts to ensure that such information is updated at frequent intervals. Although Lenmed Digital Service screens and vets the information and photos submitted by the medical Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented, despite such reasonable efforts.

- 3.3.2 **THE SERVICES PROVIDED BY LENMED DIGITAL SERVICE OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). LENMED DIGITAL SERVICE DOES NOT PROVIDE OR MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED ABOUT THE MOBILE APPLICATION OR THE SERVICES. LENMED DIGITAL SERVICE DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR INFORMATION PROVIDED BY USERS ON THE MOBILE APPLICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, LENMED DIGITAL SERVICE DISCLAIMS ALL LIABILITY ARISING OUT OF THE USER’S USE OR RELIANCE UPON THE MOBILE APPLICATION, THE SERVICES, REPRESENTATIONS, AND WARRANTIES MADE BY OTHER USERS, THE CONTENT OR INFORMATION PROVIDED BY THE USERS ON THE MOBILE APPLICATION, OR ANY OPINION OR SUGGESTION GIVEN OR EXPRESSED BY LENMED DIGITAL SERVICE OR ANY USER IN RELATION TO ANY USER OR SERVICES PROVIDED BY SUCH USER.**
- 3.3.3 The Mobile Application may have links to websites or mobile applications of third parties, affiliates, and business partners (“**Third Party Applications or Websites**”). Lenmed Digital Service has no control over, and is not liable or responsible for content, accuracy, validity, reliability, quality of any Third Party Applications or Websites that may be made available by/through our Mobile Application. The inclusion or availability of any link on the Mobile Application does not imply that Lenmed Digital Service endorses the linked site. **The User may use the links and these services at the User’s own risk.**
- 3.3.4 **Lenmed Digital Service assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User’s equipment on account of User’s access to, use of, or browsing of the Mobile Application or the downloading of any material, data, text, images, video content, or audio content from the Mobile Application.** If a User is dissatisfied with the Mobile Application, User’s sole remedy is to discontinue using the Mobile Application.
- 3.3.5 If Lenmed Digital Service determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Lenmed Digital Service reserves the right to immediately suspend your access to the Mobile Application and makes such declaration on the Mobile Application alongside your name/your practice name as determined by Lenmed Digital Service for the protection of its business and in the interests of Users. **You hereby indemnify and hold Lenmed Digital Service harmless for any losses or damages incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected Lenmed Digital Service or its Users.**

### 3.4 BOOK APPOINTMENT AND CALL FACILITY

Lenmed Digital Service enables Users to connect with Practitioners through two methods: a) Book facility that allows Users to book an appointment via the smart device enabled PHP @ the consumers; b) Value added live digital telephonic services which connect Users directly to the Practitioner's number provided on the Mobile Application.

- 3.4.1 Lenmed Digital Service will ensure Users are provided with confirmed appointments on the Book facility. However, Lenmed Digital Service has no liability if such an appointment is later cancelled by the Practitioner, or the same Practitioner is not available for the appointment.
- 3.4.2 If a User has utilized the telephonic services, Lenmed Digital Service reserves the right to share the information provided by the User with the Practitioner and store such information and/or conversation of the User with the Practitioner, in accordance with our Privacy Notice.
- 3.4.3 The results of any User search performed on the Mobile Application for Practitioners should not be construed as an endorsement by Lenmed Digital Service of any such particular Practitioner. **If the User decides to engage with a Practitioner to seek medical services, the User shall be doing so at his/her own risk.**
- 3.4.4 Without prejudice to the generality of the above, Lenmed Digital Service is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any interactions between User and the Practitioner. **The User understands and agrees that Lenmed Digital Service will not be liable for:**
- User interactions and associated issues User has with the Practitioner;
  - The ability or intent of the Practitioner(s) or the lack thereof, in fulfilling their obligations towards Users;
  - Any wrong medication or quality of treatment being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);
  - Inappropriate treatment, or similar difficulties or any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed services;
  - Any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;
  - Cancellation or no show by the Practitioner or rescheduling of booked appointments or any variation in the fees charged.
- 3.4.5 Users are allowed to provide feedback about their experiences with the Practitioner, however, the User shall ensure that such feedback is provided in accordance with applicable law. Users however understand that Lenmed Digital Service shall not be obliged to act in any such manner as may be required to give effect to the content of Users feedback, such as suggestions for delisting of a particular Practitioner from the Mobile Application.

3.4.6 In the case of a 'Patient-No-Show (P.N.S)' (defined below), where the User does not show-up at the Practitioner's practice or consulting rooms, Users understand that such actions shall be monitored and, where required, steps may be taken to deter Users from misusing the Mobile Application and causing the loss of business hours incurred by the Practitioner.

- Patient- No-Show (P.N.S) for the purposes of these Terms, is defined as "any instance where a User, who booked an appointment on the Mobile Application using the Book Appointment facility, has not arrived for the appointment without cancelling, rescheduling, or informing the Practitioner in advance about the same".

### 3.5 NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE

3.5.1 Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Mobile Application (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between Lenmed Digital Service and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner.

3.5.2 **IT IS HEREBY EXPRESSLY CLARIFIED THAT, THE INFORMATION THAT YOU OBTAIN OR RECEIVE FROM LENMED DIGITAL SERVICE, AND ITS EMPLOYEES, CONTRACTORS, PARTNERS, SPONSORS, ADVERTISERS, LICENSORS OR OTHERWISE ON THE MOBILE APPLICATION IS FOR INFORMATIONAL PURPOSES ONLY. WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, QUALITY OF WORK, EXPERTISE OR OTHER INFORMATION PROVIDED ON THE MOBILE APPLICATION. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION.**

3.5.3 The Services are not intended to be a substitute for getting in touch with emergency healthcare services. If you are an End-User facing a medical emergency (either on your or another person's behalf), please contact an ambulance service or hospital directly.

### 3.6 LENMED DIGITAL SERVICE WELLNESS FEED

These terms & conditions governing Lenmed Digital Service Wellness Feed are applicable to Users (being both end-users/ Practitioner). However, it is clarified that the terms and conditions herein applicable to Practitioners and to Users are called out separately, as the context warrants.

3.6.1 Lenmed Digital Service Wellness Feed is an online content platform available on the Mobile Application, wherein Practitioners who have created a Lenmed Digital Service profile can login and post health and wellness related content.

- 3.6.2 Practitioners can use Lenmed Digital Service Wellness Feed by logging in from their health account, creating original content comprising text, audio, video, images, data or any combination of the same ("**Content**"), and uploading said Content to Lenmed Digital Service's servers. Lenmed Digital Service will make available to the User a gallery of images licensed by Lenmed Digital Service from a third-party stock image provider ("**Lenmed Digital Service Gallery**"). The User can upload their own images or choose an image from the Lenmed Digital Service PHP Gallery. **Lenmed Digital Service does not provide any warranty as to the ownership of the intellectual property in the Lenmed Digital Service Gallery and the User acknowledges that the User will use the images from the Lenmed Digital Service PHP Gallery at their own risk.** Lenmed Digital Service shall post such Content to Lenmed Digital Service Wellness Feed at its own option and subject to these Terms. The Content uploaded via Lenmed Digital Service PHP Wellness Feed does not constitute medical advice and may not be construed as such by any person.
- 3.6.3 Practitioners acknowledge that they are the original authors and creators of any Content uploaded by them via Lenmed Digital Service Wellness Feed and that no Content uploaded by them would constitute infringement of the intellectual property rights of any other person. Lenmed Digital Service reserves the right to remove any Content which it may determine at its own discretion as violating the intellectual property rights of any other person, including but not limited to patent, trademark, copyright or other proprietary rights. **Practitioner hereby absolves Lenmed Digital Service from and indemnifies Lenmed Digital Service against all claims that may arise as a result of any third party intellectual property right claim that may arise from the Practitioner's uploading of any Content on the Lenmed Digital Service Wellness Feed.** The Practitioner may not use the images in the Lenmed Digital Service Gallery for any purpose other than those directly related to the creation and uploading of Content to Lenmed Digital Service Wellness Feed. **The Practitioner hereby absolves Lenmed Digital Service from and indemnifies Lenmed Digital Service against all claims that may arise as a result of any third party intellectual property claim if the Practitioner downloads, copies or otherwise utilizes an image from the Lenmed Digital Service Gallery for his/her personal or commercial gain.**
- 3.6.4 The Practitioner hereby grants Lenmed Digital Service a perpetual and worldwide licences use the Content created by the User.
- 3.6.5 Lenmed Digital Service shall have the right to edit or remove the Content and any comments from the Lenmed Digital Service Wellness Feed, in such manner and at any time as it may deem appropriate.
- 3.6.6 Practitioner shall ensure that the Content or any further responses to the Content (including responses to Users) is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, or libellous in any manner. Further, Practitioner should ensure that the Content is not invasive of any other person's privacy, or otherwise contains any elements that are hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. Lenmed Digital Service reserves the right to remove any Content which it may determine at its own discretion is in violation of these Terms and Conditions or any law or statute in force at the time. **The Practitioner hereby absolves Lenmed Digital Service from**



**and indemnifies Lenmed Digital Service against any and all claims that may arise as a result of any legal claim arising from the nature of the Content posted by the Practitioner on Lenmed Digital Service Wellness Feed.**

- 3.6.7 Practitioner shall ensure that no portion of the Content is in violation of any law for the time being in force.
- 3.6.8 Practitioners shall ensure that the Content does not threaten the unity, integrity, defence, security or sovereignty of South Africa, friendly relations with foreign states, or public order. Further the Practitioner shall ensure that the Content will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.
- 3.6.9 Users may also use Lenmed Digital Service Wellness Feed in order to view original content created by Practitioners and to create and upload comments on such Content, where allowed (“**User Comment**”).
- 3.6.10 User acknowledges that the User Comment reflects the views and opinions of the authors of such Content and do not necessarily reflect the views of Lenmed Digital Service.
- 3.6.11 User agrees that the Content they access on Lenmed Digital Service Wellness Feed does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User’s interpretation of the Content, is solely attributable to the User. **The User hereby absolves Lenmed Digital Service from and indemnifies Lenmed Digital Service against all claims that may arise as a result of the User’s actions resulting from the User’s viewing of Content on Lenmed Digital Service Wellness Feed.**
- 3.6.12 User acknowledges that all intellectual property rights in the User Comment on Lenmed Digital Service Wellness Feed vests with Lenmed Digital Service. The User agrees not to infringe upon Lenmed Digital Service’s intellectual property by copying or plagiarizing content on Lenmed Digital Service Wellness Feed. Lenmed Digital Service reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. Also, User Comment will be the sole intellectual property of Lenmed Digital Service. The User agrees not to post User Comment that would violate the intellectual property of any third party, including but not limited to patent, trademark, copyright or other proprietary rights. Lenmed Digital Service reserves the right to remove any User Comment which it may determine at its own discretion as violating the intellectual property rights of any third party. **The User hereby absolves Lenmed Digital Service from and indemnifies Lenmed Digital Service against any and all claims that may arise as a result of any third party intellectual property right claim that may arise from the User Comment.**
- 3.6.13 User shall ensure that the User Comment is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, or libellous in any manner. Further, User should ensure that the User Comment is not invasive of any other person’s privacy, or otherwise contains any elements that are hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatsoever. Lenmed Digital Service reserves the right to remove any Content which it may

determine at its own discretion is in violation of these Terms and Conditions or any law or statute in force at the time **Also, the User hereby absolves Lenmed Digital Service from and indemnifies Lenmed Digital Service against all claims that may arise as a result of any legal claim arising from the nature of the User Comment.**

- 3.6.14 Users shall ensure that the User Comment does not threaten the unity, integrity, defence, security or sovereignty of South Africa, friendly relations with foreign states, or public order. Further the Practitioner shall ensure that the User Comment will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.

### 3.7 CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS

- 3.7.1 The contents listed on the Mobile Application are (i) User generated content, or (ii) belongs to Lenmed Digital Service & the respective Practitioners. Save in respect of any personal information of Users (which shall at all times belong to the User), the information that is collected by Lenmed Digital Service directly or indirectly from the End- Users and the Practitioners shall belong to Lenmed Digital Service. Copying of the copyrighted content published by Lenmed Digital Service on the Mobile Application for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Lenmed Digital Service reserves its rights under applicable law accordingly.

- 3.7.2 Lenmed Digital Service authorizes the User to view and access the content available on or from the Mobile Application solely for ordering, receiving, delivering, and communicating only as per this Agreement. The contents of the Mobile Application, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement, and assembly of content on the Mobile Application, are the property of Lenmed Digital Service and are protected under copyright, trademark and other laws. Users shall not modify the Lenmed Digital Service content or reproduce, display, publicly perform, distribute, or otherwise use the Lenmed Digital Service content in any way for any public or commercial purpose or for personal gain or otherwise.

- 3.7.3 Users shall not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

### 3.8 REVIEWS AND FEEDBACK

By using this Mobile Application, you agree that any information shared by you with Lenmed Digital Service or with any Practitioner will be subject to our Privacy Notice.

You are solely responsible for the content that you choose to submit for publication on the Mobile Application, including any feedback, ratings, or reviews (“**Critical Content**”) relating to Practitioners or other healthcare professionals. The role of Lenmed Digital Service in publishing Critical Content is restricted to that of an ‘intermediary’. **Lenmed Digital Service disclaims all responsibility and liability with respect to the content of the Critical Content, and its role with respect to such content is restricted to its obligations as an ‘intermediary’.** **Lenmed Digital Service shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.**

Your publication of reviews and feedback on the Mobile Application is governed by Clause 5 of these Terms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Mobile Application that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to POPIA. Lenmed Digital Service, at its sole discretion, may choose not to publish your reviews and feedback, at its discretion or if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that Lenmed Digital Service may contact you through service providers and their associates through the registered telephone, email, SMS, or any other electronic means of communication for the purpose of:

- Obtaining feedback in relation to Mobile Application or Lenmed Digital Service's services; and/or
- Obtaining feedback in relation to any Practitioners listed on the Mobile Application; and/or
- Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

And you agree to provide your fullest cooperation further to such communication by Lenmed Digital Service.

### 3.9 RECORDS

Lenmed Digital Service may provide End-Users with a storage facility on their cloud network known as 'Records' on their Lenmed Digital Service account. Information that may be available in your Records is of two types:

- User-created: Information uploaded by you, or information generated during your interaction with the Lenmed Digital Service ecosystem, e.g., appointment, medicine order placed by you.
- Practice-created: Health Records generated by your interaction with a Practitioner who uses 'Lenmed Digital Service' or other Services of Lenmed Digital Service.

The specific terms relating to such Health Information are as below, without prejudice to the rest of these Terms and the Privacy Notice:

3.9.1 Your data consisting of clinical/personal information, health records & specialist visits for consults are only created after you have signed up and explicitly accepted these Terms.

3.9.2 Any Practice or Practitioner created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Practitioner. **Lenmed Digital Service does not validate this information and makes no representation in connection therewith.** You should contact the relevant Practitioner in case you wish to point out any discrepancies or add, delete, or modify the Health Record in any manner.

- 3.9.3 The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of security, compliance & service availability, Lenmed Digital Service is not liable for any interruption that may be caused to your access to the Services.
- 3.9.4 The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Practitioner. In the event of any medicine reminders provided by Lenmed Digital Service, you should refer to your prescription before taking any medicines. **Lenmed Digital Service is not liable if for any reason, reminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts.** In case you do not wish to receive the reminders, you can switch it off through the Lenmed Digital Service app.
- 3.9.5 It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health Records will be sent to the Records associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. **Lenmed Digital Service is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with Lenmed Digital Service.**
- 3.9.6 Lenmed Digital Service uses industry-level security and native encryption layer to secure your Health Records. However, Lenmed Digital Service does not guarantee to prevent unauthorized access if your Account Credentials (log-in details) are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform Lenmed Digital Service of such unauthorized use or access. Please safeguard your Account Credentials and report any actual suspected breach of your account to [info@lenmed.co.za](mailto:info@lenmed.co.za).
- 3.9.7 If you access your dependents' Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain the prior consent of your dependent and shall have the right to share, upload and publish any sensitive personal information of your dependent. **Lenmed Digital Service assumes no responsibility or liability for any claim, dispute, loss or damage arising in this regard, and you hereby indemnify Lenmed Digital Service and its officers and hold it harmless against any such claim, liability, loss or damage arising out of the unauthorized use of such information.**
- 3.9.8 In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Health Records will be deleted, and your Health Records stored by your Practitioners will continue to be stored in their respective accounts.
- 3.9.10 If the Health Record remains dormant for a stipulated time, you may not be able to access your Health Records due to security reasons.
- 3.9.11 Lenmed Digital Service is not liable if, for any reason, Health Records are not delivered to you or are delivered late despite its best efforts.

- 3.9.12 The Health Records are shared with the phone numbers that are provided by your Practitioner. Lenmed Digital Service is not responsible for adding the Health Records with incorrect numbers if those incorrect numbers are provided by the Practitioner.
- 3.9.13 Lenmed Digital Service is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Practitioner is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.
- 3.9.14 Lenmed Digital Service has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- 3.9.15 Lenmed Digital Service may be required to share the Health Record where it is mandated to do so by law or by a court order.
- 3.9.16 Lenmed Digital Service may need to access the Health Record for cases such as any technical or operational issue of the End User in accessing or ownership of the Records.
- 3.9.17 You acknowledge that the Practitioners you are visiting may engage Lenmed Digital Service's software or third party software for the purposes of the functioning of the Practitioner's business and Lenmed Digital Service's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in South Africa and (where applicable and in compliance with POPIA) outside South Africa, in accordance with the applicable laws. The servers for the Lenmed Digital Services used for the purposes of the Mobile Application are located within South Africa.
- 3.9.18 To the extent that your Records have been shared with Lenmed Digital Service or stored on any of the Lenmed Digital Service products used by Practitioner's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by Lenmed Digital Service pertaining to such previously visited clinics and hospitals who have tie ups with Lenmed Digital Service for the purposes of their business and for Lenmed Digital Service's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in South Africa and (where applicable and in compliance with POPIA) outside South Africa, in accordance with the applicable laws and further agree, upon creation of your account with Lenmed Digital Service, to the mapping of such Records as may be available in Lenmed Digital Service's database to your User account.

### 3.10 LENMED DIGITAL SERVICE QUESTION AND ANSWER (Q & A) INFORMATION

#### 3.10.1 Terms for Practitioners:

Every Practitioner on the Q&A Platform must be qualified in the area of expertise that he represents as being his qualification.

The Q&A Platform is a platform for exchange of information which is of general nature in a question and answer format. The Q&A Platform is not for emergency situations.

Any Q&A interaction cannot be construed as a medical consultation with the Practitioner, in any manner whatsoever.

Lenmed Digital Service Users may post questions on medical issues (“Querist”), and these queries can be answered by multiple Practitioners on the Q&A Platform. **It is expressly clarified that no doctor-patient relationship is established between the Querist and Practitioner, in any manner whatsoever, by participating in this Q&A.**

The Practitioner may provide probable views, recommendations, suggestions, and solutions to the question posted by a Querist. **However, it is expressly clarified that any such view, recommendation, suggestion, and solution shall not be construed as medical advice.** The person in question (being Querist or not) is advised to consult with a qualified medical practitioner in this regard.

Practitioners shall not share their personal, religious and/or moral views with the Querist while issuing their response.

The Practitioner cannot issue and/or prescribe any medicines on the Q&A platform. It is a platform for only exchange of information and not for consultation / medical advice.

The Practitioner is absolutely and expressly prohibited from:

- Providing a medical diagnosis;
- Issuing a prescription;
- Posting any response which comprises of any derogatory language, objectionable, pornographic and /or offensive content;
- Advertising any brand of drugs, supplements, vaccines and medications, in any manner whatsoever;
- Advertising to/solicit patients in any manner including without limitation by way of using social media handles, including without limitation, Facebook, Twitter YouTube, etc. or by way of contact information e.g. telephone/mobile numbers, address, etc.;
- Promoting content and activities which are illegal in nature.

In the event of any breach of these Q & AT & Cs, Lenmed Digital Service will take appropriate action, *inter alia*, ranging from issuing warnings to removal of Practitioner from the Q&A Platform, in its sole and absolute discretion, on a case-to-case basis.

Any liability arising out of the response issued by a Practitioner will be borne solely by the Practitioner. Q&A Platform is only a platform interface provided by Lenmed Digital Service for the purposes of sharing and exchanging information of a general nature.

The Q&A Platform shall be audited on a regular basis by Lenmed Digital Service for ascertaining compliance by the Practitioner, and the Practitioner consents to the same. It is clarified that the said audit is not conducted for the purpose of quality check or validation of responses issued by Practitioner.

All general Lenmed Digital Service Terms and Conditions of Service, as set out in this Agreement, shall govern the Q&A to the extent applicable. The decision of Lenmed Digital Service is final and binding on the issues arising under the Q&A and these Lenmed Digital Service Terms and Conditions of Service.

### 3.10.2 Terms for User/Querist:

The personal information of the querist shall be anonymized (as far as reasonably possible) by Lenmed Digital Service prior to posting the question on the Q&A Platform.

Q&A Platform is a public forum for exchange of information, hence, any question posted by a querist is visible publicly. It is advisable for a User to ensure that no confidential information is published by them on the Q&A Platform.

Users shall not use the Q&A Platform for emergency situations.

The User is prohibited to post any query/issue on the Q&A Platform, which comprises any derogatory language, objectionable, pornographic and /or offensive content.

Any response provided by the Practitioner shall not be construed as medical advice on the Q&A Platform. Q&A Platform is a platform for exchange of information which is of general nature in a question and answer format. This cannot be construed as a medical consultation with the Practitioner, in any manner whatsoever.

It is expressly clarified that no doctor-patient relationship is established between the user and Practitioner, in any manner whatsoever, by participating in this Q&A. The Practitioner may provide probable views, recommendations, suggestions, and solutions to the question posted. **However, it is expressly clarified that any such view, recommendation, suggestion, and solution shall not be construed as medical advice.** The person in question (being Querist or not) is advised to consult with a qualified medical practitioner in this regard.

All general Lenmed Digital Service Terms and Conditions of Service, as set out in this Agreement, shall govern the Q&A to the extent applicable. A decision of Lenmed Digital Service is final and binding on the issues arising under the Q&A and these Lenmed Digital Service Terms and Conditions of Service.

## 4. LISTING USER TERMS OF SERVICE AND LDS POLICY

### 4.1. LENMED DIGITAL SERVICE (LDS)

- 4.1.1 Lenmed Digital Service, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. Lenmed Digital Service reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Mobile Application in connection with you and your profile is found to be incorrect, you are required to inform Lenmed Digital Service immediately to enable Lenmed Digital Service to make the necessary amendments.
- 4.1.2 Lenmed Digital Service shall not be liable and responsible for the ranking of the Practitioners on external Mobile Applications and search engines.
- 4.1.3 **Lenmed Digital Service shall not be responsible or liable in any manner to the Users for any losses, damage, injuries, or expenses incurred by the Users as a result of any disclosures or publications made by Lenmed Digital Service, where the User has expressly or implicitly consented to the making of disclosures or publications by Lenmed Digital Service.** If the User had revoked such consent under the terms of the Privacy Notice, then Lenmed Digital Service shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by Lenmed Digital Service prior to its actual receipt of such revocation.
- 4.1.4 Lenmed Digital Service reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Mobile Application. However, Lenmed Digital Service shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the Mobile Application.
- 4.1.5 Lenmed Digital Service will obtain consent from Practitioners prior to any intended publication of content to a third party.
- 4.1.6 When you are listed on the Mobile Application, End-Users may see a 'show number' option. When End-Users choose this option, they choose to call your number through a free telephony service provided by Lenmed Digital Service, and the records of such calls are recorded and stored in Lenmed Digital Service's servers. Such call will have an Interactive Voice Response (IVR) message stating the purpose of recording your calls and your consent to such recordings which are dealt with as per the Privacy Notice. Such records may be accessed by Lenmed Digital Service for quality control and support related purposes and are dealt with only in accordance with the terms of the Privacy Notice. Such call facility provided to End-Users and to you by Lenmed Digital Service should be used only for appointment and booking purposes, and not for consultation on health-related issues. Lenmed Digital Service accepts no liability if the call facility is not used in accordance with the foregoing. In case you choose to not provide your consent to recording your calls that may have personal information required for appointment and booking purposes, Lenmed



Digital Service reserves the right to not provide the Services for which such personal information is sought.

- 4.1.7 You as a Practitioner hereby represent and warrant that you will use the Services in accordance with all applicable laws. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Lenmed Digital Service accepts no liability for the same.

#### 4.2 PROFILE OWNERSHIP AND EDITING RIGHTS

Lenmed Digital Service ensures easy access to the Practitioners by providing a tool to update your profile information. However, Lenmed Digital Service takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using Lenmed Digital Service's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, Lenmed Digital Service may modify or delete parts of your profile information at its sole discretion with or without notice to you.

#### 4.3 REVIEWS AND FEEDBACK DISPLAY RIGHTS OF LENMED DIGITAL SERVICE

- 4.3.1 All Critical Content is created by the Users of the Mobile Application and the clients of Lenmed Digital Service customers and Practitioners, including the End-Users. As a platform, Lenmed Digital Service does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an 'intermediary'. The role of Lenmed Digital Service and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.8 and 5 of these Terms.
- 4.3.2 Lenmed Digital Service reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Mobile Application.
- 4.3.3 Lenmed Digital Service shall have no obligation to pre-screen, review, flag, filter, modify, refuse, or remove any or all Critical Content from any Service, except as required by applicable law.
- 4.3.4 You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. **Lenmed Digital Service shall not be liable for any effect on the Practitioner's business due to Critical Content of a negative nature. In this regard, you use the Service at your own risk.** Lenmed Digital Service however, as an intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 3.8 and 5 of these Terms.
- 4.3.5 Lenmed Digital Service will take down information under standards consistent with applicable law and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Mobile Application shall be

applicable *mutatis mutandis* in relation to Critical Content posted on the Mobile Application.

- 4.3.6 If Lenmed Digital Service determines that you have provided inaccurate information or enabled fraudulent feedback, Lenmed Digital Service reserves the right to immediately suspend any of your accounts with Lenmed Digital Service and make such declaration on the Mobile Application alongside your name/your practice's name as determined by Lenmed Digital Service for the protection of its business and in the interests of Users.

#### 4.4 RELEVANCE ALGORITHM

Lenmed Digital Service has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Practitioners. **Lenmed Digital Service shall not be liable for any effect on the Practitioner's business interests due to the change in the Relevance Algorithm.**

#### 4.5 INDEPENDENT SERVICES

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by Lenmed Digital Service.

#### 4.6 LENMED DIGITAL SERVICE REACH RIGHTS

Lenmed Digital Service reserves the rights to display sponsored ads on the Mobile Application. These ads would be marked as "Sponsored ads". Without prejudice to the status of other content, **Lenmed Digital Service will not be liable for the accuracy of information, or the claims made in the Sponsored ads. Lenmed Digital Service does not encourage the Users to visit the Sponsored ads page or to avail any services from them. Lenmed Digital Service will not be liable for the services of the providers of the Sponsored ads.**

You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Lenmed Digital Service accepts no liability for the same.

#### 4.7 BOOK APPOINTMENT AND CALL FACILITY

- 4.7.1 As a valuable partner on our platform we want to ensure that the Practitioners experience on the Lenmed Digital Service booking platform is beneficial to both Practitioners and their Users.

- 4.7.2 The Practitioner understands that Lenmed Digital Service shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the Services provided by Practitioner. The option of publishing or modifying or moderating or masking (where required by law or norm etc.) the feedback provided by Users shall be solely at the discretion of Lenmed Digital Service.

#### 4.8 PRACTITIONER UNDERTAKING

The Practitioner is and shall be duly registered, licensed, and qualified to practice medicine/ provide health care, and wellness services, as per applicable laws/regulations/guidelines set out by competent authorities and the Practitioner shall not be part of any arrangement which will prohibit him/her from practising medicine within the territory of South Africa. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation/services being rendered.

#### 4.9 USAGE IN PROMOTIONAL & MARKETING MATERIALS

In recognition of the various offerings and services provided by Lenmed Digital Service to the Practitioner, the Practitioner shall (subject to its reasonable right to review and approve): (a) allow Lenmed Digital Service to include a brief description of the services provided to Practitioner in Lenmed Digital Services marketing, promotional and advertising materials; (b) allow Lenmed Digital Service to make reference to Practitioner in case studies, and related marketing materials; (c) serve as a reference to Lenmed Digital Service's existing and potential clients; (d) provide video logs, testimonials, e-mailers, banners, interviews to the news media and provide quotes for press releases; (e) make presentations at conferences; and/or (f) use the Practitioner's name and/or logo, brand images, tag lines etc., within product literature, e-mailers, press releases, social media and other advertising, marketing and promotional materials.

### 5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

5.1 Lenmed Digital Service hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update, or share any information that:

- belongs to another person and to which the User does not have any right to;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law in force for the time being;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonates another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- threatens the unity, integrity, defence, security or sovereignty of South Africa, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

5.2 Users are also prohibited from:

- Violating or attempting to violate the integrity or security of the Mobile Application or any Lenmed Digital Service Content;
- Transmitting any information (including job posts, messages and hyperlinks) on or through the Mobile Application that is disruptive or competitive to the provision of the Services offered by Lenmed Digital Service;
- Intentionally submitting on the Mobile Application any incomplete, false or inaccurate information;
- Making any unsolicited communications to other Users;
- Using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Mobile Application;
- Attempting to decipher, decompile, disassemble or reverse engineer any part of the Mobile Application;
- Copying or duplicating in any manner any of the Lenmed Digital Service Content or other information available from the Mobile Application;
- Framing or hot linking or deep linking any Lenmed Digital Service Content.
- Circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

5.3 Lenmed Digital Service, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. Lenmed Digital Service shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

5.4 In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Notice) by a User, Lenmed Digital Service has the right to immediately terminate the access or usage rights of the User to the Mobile Application and Services and to remove non-compliant information from the Mobile Application.

5.5 Lenmed Digital Service may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The transfer of personal

information, and special personal information outside of South Africa will be regulated in accordance with the provisions of POPIA, as more fully set out in the Privacy Notice.

- 5.6 Lenmed Digital Service respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights by Users.

## 6. TERMINATION

- 6.1 Lenmed Digital Service reserves the right to suspend or terminate a User's access to the Mobile Application and the Services with or without notice and to exercise any other remedy available under law, in cases where:

- Such User breaches any terms and conditions of the Agreement;
- A third party reports violation of any of its right as a result of your use of the Services;
- Lenmed Digital Service is unable to verify or authenticate any information provided to Lenmed Digital Service by a User;
- Lenmed Digital Service has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
- Lenmed Digital Service believes, in its sole discretion, that User's actions may cause legal liability for such User, other Users or for Lenmed Digital Service or are contrary to the interests of the Mobile Application.

- 6.2 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Mobile Application under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Mobile Application by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and practices.

## 7. LIMITATION OF LIABILITY

**To the fullest extent permitted by applicable laws, in no event shall Lenmed Digital Service, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Mobile Application or the content, materials and functions related thereto, the Services, User's provision of information via the Mobile Application, lost business or lost End-Users, even if such Protected Entity has been negligent or has been advised of the possibility of such damages.**

**In no event shall the Protected Entities be liable for:**

- **provision of or failure to provide all or any service by Practitioners to End-Users contacted or managed through the Mobile Application;**
- **Any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Mobile Application;**
- **Any unauthorized access to or alteration of your transmissions or data as a result of your failure to secure your Account Credentials; or**
- **Any other matter relating to the Mobile Application or the Service.**

**Notwithstanding anything to the contrary contained in this Agreement, in no event shall the total aggregate liability of the Protected Entities to a User for any and/or all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Mobile Application or the Services exceed, in the aggregate R20 000 (twenty thousand Rand).**

## **8. RETENTION AND REMOVAL**

Lenmed Digital Service may retain such information collected from Users from its Mobile Application or Services for as long as is reasonably necessary, depending on a) the type of information; b) purpose, means and modes of usage of such information; and c) in accordance with applicable laws, including POPIA. Computer web server logs may be preserved as long as administratively necessary.

## **9. APPLICABLE LAW AND DISPUTE SETTLEMENT**

- 9.1 You agree that this Agreement and any contractual obligation between Lenmed Digital Service and User will be governed by the laws of South Africa.
- 9.2 Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Mobile Application or the Services or information to which it gives access, shall be determined by arbitration in South Africa, before a sole arbitrator appointed by Lenmed Digital Service. The arbitrator will be an impartial admitted attorney, advocate or retired judge of not less than 10 years standing. Arbitration shall be conducted in accordance with the Arbitration Act, 1965. The seat of such arbitration shall be Johannesburg, South Africa. The parties to the arbitration will keep the evidence in the arbitration proceedings and any award made by the arbitrator confidential. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The arbitrator will be obliged to give his/her award in writing fully supported by reasons. The award shall be final and binding on the parties to the dispute. The arbitrator may determine which party is liable for the payment of costs of the arbitration. Either party to the dispute will be entitled to make the award an order of court.
- 9.3 Subject to clause 9.2 above (which shall take precedence), each of the parties to this Agreement hereby submits itself to the non-exclusive jurisdiction of the High Court of

South Africa, Gauteng Local Division, Johannesburg over any disputes arising out of or in relation to this Agreement (including any application to obtain urgent interim relief), your use of the Mobile Application or the Services or the information to which it gives access.

## 10. CONTACT INFORMATION AND GRIEVANCES

- 10.1 If a User has any support related questions or queries concerning Lenmed Digital Service, the Mobile Application, this Agreement, the Services, or anything related to any of the foregoing, Lenmed Digital Service customer support can be reached at the following email address [info@lenmed.co.za](mailto:info@lenmed.co.za).
10. if you have any grievance with respect to the Mobile Application or the Service, including any discrepancies and/or grievances with respect to processing of your personal information, you can direct your grievance to: [info@lenmed.co.za](mailto:info@lenmed.co.za), Attention: Lenmed Digital Services Grievance Officer and Lenmed Information Officer.

## 11. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction or arbitrator to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitrator.

## 12. WAIVER

No provision of this Agreement shall be deemed to have been waived and no breach excused, unless such waiver or consent is expressly recorded in writing and signed by Lenmed Digital Service. Any consent by Lenmed Digital Service to, or a waiver by Lenmed Digital Service of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.