



MEDSHIELD MEDICAL SCHEME

DIGITAL TERMS OF USE

NB: This document constitutes a User Agreement between Medshield Medical Scheme and any Users of the Medshield Website or Medshield Mobile App.

All Users must carefully read the User Agreement before using the Website or Mobile App.

A. General Terms and Conditions of Use

1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

- 1.1.1 **Competent Person** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child under the age of 18 years, for example a parent or legal guardian.
- 1.1.2 **Mobile App** means any online application software that is provided by or is connected with Medshield that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.
- 1.1.3 **Medshield Medical Scheme** means a medical scheme registered in terms of section 24(1) of the Medical Schemes Act 131 of 1998, and the Medshield registered Scheme Rules.
- 1.1.4 **Personal information** means information relating to you or any other living person or existing legal entity, including but not limited to -
 - information relating to the race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
 - information relating to the education or the medical, financial, criminal or employment history of the person;
 - any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
 - correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.
- 1.1.5 **Processing of Information** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing, and removing or deleting personal information.



- 1.1.6 **Website** means collectively our website/s and the Mobile Apps.
- 1.1.7 we, **us, our** and **Medshield** means Medshield Medical Scheme and its affiliates, partners and third-party providers.
- 1.1.8 website means the internet websites with the address www.medshield.co.za or any website with a URL that is validly registered to Medshield.
- 1.1.9 **you** and **your** means the user of the Website.

2. Conditions of Access

- 2.1. Your access to, and use of, the Website is subject always to the terms and conditions set out in this user agreement.
- 2.2. To avoid any confusion, you agree that these terms and conditions apply to your use of:
 - 2.2.1. the website;
 - 2.2.2. any Mobile App; and
 - 2.2.3. any third-party website or mobile application licensed to us;Regardless of the platform, gateway, portal, or mode of access you use to install, download, or access the Website. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Website or for any usage of the Website (such as data charges, SMS charges). Medshield cannot be held responsible for these charges.

3. Your Acceptance and Consent

- 3.1. By using the Website, you expressly agree to the terms and conditions of this User Agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Website.
- 3.2. When you install or download the Medshield App, you may be required to accept the terms and conditions or the end user license agreement (collectively, the "EULA") of a third-party supplier or vendor. While the EULA is independent from these terms and conditions and establishes a separate legal relationship which you are bound by, you agree that the EULA will apply to your use of the Medshield App.
- 3.3. You agree that this User Agreement applies to any information accessed via the Website, and to all sections of the Website.

4. Changes to this User Agreement

- 4.1. We may change the terms and conditions of this user agreement at any time. We recommend that you familiarise yourself with this user agreement regularly.
- 4.2. The most updated version of this user agreement will apply each time that you access and use the Website.

5. Your account

- 5.1. If you use the Website, you must keep your access details (including, your username and password) confidential and not allow other people to use it. You also accept full



responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password. You are only permitted to use one account. If you use more than one account, we may revoke all access.

- 5.2. Once you have logged onto the Website, certain information, functionalities, and other features of the Website will be accessible to you the next time you access the Website, without having to re-enter your password. If you prefer to enter your password every time you access the Website, you can change the setting in the menu option.
- 5.3. Medshield may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.
- 5.4. You agree that the following actions shall be material breaches of these terms and conditions:
 - 5.4.1. signing in as, or pretending to be, another person;
 - 5.4.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others.
 - 5.4.3. using interactive services in a way that is intended to harm, or could result in harm, to you or to other users of the Website; or
 - 5.4.4. gathering information about others without obtaining their prior written consent.
- 5.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 5.6. You may change your username and password at any time, although Medshield may determine certain requirements that you will need to meet when choosing a username or password. These requirements may be changed from time to time, and you may be required to update your credentials following such changes.

6. Full disclosure of all relevant facts and benefit entitlement

- 6.1. Medshield might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.
- 6.2. You guarantee that all information provided by you at any time to Medshield on or via the Website, will be true, not misleading, accurate, current, and correct and you undertake to update the information as and when required.
- 6.3. You guarantee that you have fully disclosed all facts and agree that this user agreement and any transactions related to this user agreement will be void if you do not meet this requirement.

7. Digital communication and records

- 7.1. When you visit the Website or contact us digitally, you accept that we may communicate with you using various digital channels. All records that you send to us may be stored digitally and with third parties, although these third parties are bound by the strictest



levels of confidentiality. These digital records shall be proof of the records unless you can prove otherwise.

- 7.2. Any digital communication (for example, an e-mail, SMS, or WhatsApp) sent to you will be regarded to have been received by you upon being sent by Medshield. This includes but is not limited to mobile push notifications. You are responsible for providing, at your expense, any access to the internet and any required equipment for purposes of such digital communication.
- 7.3. If you are a registered user of the Website, you may receive communications from us digitally, including but not limited to email, SMS, and WhatsApp. If you do not wish for us to communicate with you through a specific channel, you may change the way you receive your communication on the website.
- 7.4. Medshield takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 7.5. You agree that all agreements, notices, disclosures, and other communications that we provide to you digitally meet any legal requirement that the communications be in writing.

8. Copyright

- 8.1. All content made available on the Website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to Medshield, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the Website is the exclusive property of Medshield and is protected by South African and international copyright laws.
- 8.2. Except if permitted under this or another agreement with Medshield no portion of the Website may be copied or transmitted via any means available now or in the future.
- 8.3. Any unauthorised use, alteration or dissemination of the information or content on the Website is prohibited.
- 8.4. You agree that if you breach the terms of this section 8, Medshield will have the right to claim damages from you, which will include the right to claim special, incidental, consequential, or indirect damages. Medshield will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 8.5. Nothing on the Website should be regarded as granting any licence or right to use any trademark without Medshield's prior written permission.



- 8.6. Medshield tries to ensure that the most sophisticated technology protects the information on the Website. However, Medshield 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 the Website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

9. Disclaimer

- 9.1. The Website and all information, content, tools, and materials are provided by Medshield on an "as is" and "and available" basis, unless we inform you in writing.
- 9.2. Medshield does not guarantee the operation of the Website or the information, content, tools, or materials on the Website. You agree that you use the Website at your own risk.
- 9.3. Medshield does not guarantee that (i) the Website; (ii) the information, content, tools, or materials included on the Website; (iii) the Medshield servers; or (iv) that any digital communications sent by us are free from viruses or other harmful components. Medshield will not be liable for any damages of any kind arising from your use of the Website or from any information, content, tools, or materials included on or otherwise made available to you through the Website, including for direct, incidental, punitive, and/or consequential damages.
- 9.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:
- 9.4.1. any interrupted, delayed, or failed transmission, storage, or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of Medshield; or
- 9.4.2. any inaccurate, incomplete, or inadequate information obtained from the Website supplied by you.
- 9.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:
- 9.5.1. any of the events described in this paragraph or the paragraphs above
- 9.5.2. your actions or omissions that result in a breach of this User Agreement;
- 9.5.3. any links to other websites from the Website. You also acknowledge that we cannot control the content of, or the products offered on those websites;
- 9.5.4. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Medshield in disrepute; or
- 9.5.5. your reliance on any of the information, content, tools, or materials that you obtain from the Website.
- 9.6. It is very important that you acknowledge and understand that the information included on the Website should not be regarded as financial advice or an intermediary service. If



you require financial advice please consult with your financial adviser should you require any financial services or financial products.

- 9.7. To the extent that medical and clinical information may be provided on the Website, it is based on best practice and on current recommendations and guidelines of Medshield. This information may be subject change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. You should not discontinue any treatment you may be receiving based on information reflected on this website without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.

10. Indemnity

- 10.1. While Medshield makes every effort to ensure that the content and information on the Website is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Website or whether they are complete accurate or appropriate.
- 10.2. You agree to fully indemnify Medshield, employees, and the board of trustees against any claim, loss, or damages which you may incur or suffer as a result of your use of the Website.
- 10.3. You agree to fully indemnify Medshield, employees and the board of trustees of the from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the Website and agree that we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 10.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Website may change.
- 10.5. You agree that any calculations made on the Website, (including any relating to your health) are estimates and are meant as guidelines only.
- 10.6. Medshield is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
- 10.7. All products and services provided on the Website are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 10.8. You accept that some of the information, content, tools, or materials on the Website come from external sources (including independent practitioners in the health and wellness industry), and you agree that Medshield is not responsible, and will not be held liable, for any information or content, received from these external sources.

11. Phishing and spoofing



- 11.1. If you receive an unsolicited communication that appears to be from Medshield and that requests you to provide personal information (such as your credit card number, username, or password), or that asks you to verify or confirm your Medshield information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."
- 11.2. Medshield will never ask for this type of information, and we strongly recommend that you do not respond to these communications and that you do respond to the communication. Responding to "phishing" places you and your personal information at risk. Medshield cannot be responsible for any consequences resulting from your response to any communication sent by a "phisher" or a "spoofer".

12. Linking to third party websites and applications

- 12.1. The Website may contain certain images and links to other third-party websites and applications with information, content or material produced by other parties. These linked third-party websites are not under the control of Medshield and Medshield is not responsible for the information, content, or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.
- 12.2. Medshield is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by Medshield of the linked website, their business or security practices, or any association with its operators.
- 12.3. From time-to-time Medshield may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Website. We apply every effort to ensure that our sub-contractors comply with our Privacy Statement and widely accepted security standards, and they will be accountable for any non-compliance.
- 12.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

13. Applicable law

By accessing and using the Website, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

14. General provisions

- 14.1. The headings of the clauses in this user agreement are provided for convenience and ease of reference only, and will not be used to interpret, modify, or amplify this user agreement.
- 14.2. If any provision of this user agreement is held to be illegal, invalid, or unenforceable, that illegality, invalidity, or unenforceability shall not affect the other provisions of this user agreement.



14.3. No failure or delay by Medshield to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this User Agreement.

15. Cookie notice

15.1 This cookie notice applies to all websites and mobile applications belonging to Medshield Limited and its subsidiaries ('Medshield websites').

15.2 When you access, interact with, or visit Medshield websites, cookies are used to improve your online experience.

15.3 For more information about how Medshield websites collect, store and process personal information, please refer to the POPIA Privacy Notice.

15.4 About cookies

15.4.1 A cookie is a small file with an identifier that is stored on your electronic devices (such as a computer, smart phone, or tablet) when you visit or use a website or mobile application.

15.4.2 Cookies may not contain any data or information that can be used to personally identify a user.

15.4.3 There are various types of cookies, and each has its own distinctive purpose and expiry date.

15.5 Why Medshield websites use cookies:

15.5.1 Medshield websites use cookies for the following purposes:

- To personalise content and to better understand how users use the Medshield websites through user preferences and browsing history
- To advertise and display relevant advertisements to users
- To carry out analytics to improve user experiences.

15.6 Managing cookies

15.6.1 By using the Medshield websites, you agree that we may place cookies on your electronic devices for the purposes set out in this notice.

15.6.2 All web browsers, including the Medshield websites, provide the option to disable or delete cookies. You can manage your preference relating to a specific type of cookies at any time on our website by visiting Cookies Settings or the mobile application. However, certain cookies, such as session cookies, are necessary for the operation of Medshield websites and cannot be disabled.

15.6.3 If you prefer not to have non-essential cookies placed on your electronic device while using the Medshield websites, you can disable them by turning them off in your browser. This may, however, affect the overall experience of access, navigation, and usage on the Medshield websites. When you disable cookies, no information is gathered from your device.



16. Email Disclaimer

- 16.1 The information contained in any Medshield e-mail communication is strictly confidential and may be legally privileged. It is solely intended for the person or entity to whom or which it is addressed. In the event that you have received an email in error, you are not entitled to read, copy, use or disclose to the email to others.
- 16.2 An accidental or erroneous recipient must immediately notify the sender by replying to that email or by telephoning 086 000 2120 and thereafter permanently deleting this message and any attachments. Any unauthorised disclosure and/or use is prohibited in terms of the law and may lead to civil liability.
- 16.3 Medshield does not and cannot guarantee that this e-mail is secured or free of errors or viruses.
- 16.4 Medshield Medical Scheme accepts no liability or responsibility for any interception, corruption, destruction, loss, late arrival, or incompleteness of or tampering or interfering with any of the information contained in any e-mail or for its incorrect delivery or non-delivery or for its effect on any electronic device of the recipient.
- 16.5 The views expressed in any Medshield email is, unless otherwise stated, those of the sender and not those of Medshield or its management.