

## Website terms of use

Welcome to our website. Please carefully read and consider these terms and conditions before you use the website.

### 1. Definitions

- 1.1. **Content** means all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, look-and-feel, layout, design, structure, colour scheme, selection, combination and arrangement of the content and software.
- 1.2. **“Cookies”** are small computer files that are sent from our website to your computer(s) and store your information to for example optimise our website and make visiting our website again easier.
- 1.3. **“You”** and **“Your”** means the user of the website.
- 1.4. **“We”, “us”, “our”** and **“CareConnect”** means CareConnect Health Exchange SA NPC (“CareConnect”), a non-profit Company with members duly incorporated in the Republic of South Africa with registration number 2018/580330/08 and with its registered address at 371 Rivonia Boulevard, Rivonia, 2128, South Africa.
- 1.5. **“Website”** means the internet website(s) with the address [add web address] or any website with a Uniform Resource Locator (URL) that is registered to CareConnect.
- 1.6. Any reference in these terms of use to “user agreement” or “terms and conditions” will be interpreted as a reference to these terms of use.

### 2. Access and Use

- 2.1. If you access and continue to browse and use this website, you expressly agree to comply with and be bound by the following terms and conditions of use, which together with our privacy statement govern CareConnect's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.
- 2.2. The parties to this agreement are you as the user of the website and CareConnect as the owner of the website.
- 2.3. CareConnect reserves the right, to unilaterally, change, modify, enhance, or remove parts of these terms and conditions, at any time as it deems fit. It is your responsibility to familiarise yourself with these terms and conditions and check for changes. Your continued use of the website following any changes effected by CareConnect will mean that you accept and agree to the changes. Provided that you comply with these terms and conditions, CareConnect grants you a personal, non-exclusive, limited privilege to enter and use our website.

### 3. Privacy Statement

- 3.1. CareConnect's privacy statement applies to use of this website, and its terms form part of these terms and condition and are incorporated by this reference.

By using this website and/or by accepting these terms and conditions, you hereby agree to the principles of our privacy statement. To view CareConnect's privacy statement, please **click here**. Additionally, by using this website, you also acknowledge and recognise that internet transmissions are never completely private or secure.

- 3.2. Furthermore, you understand that any message or information you send to our website may be read or intercepted by others, we will take all reasonable steps to ensure that those transmissions are secured.

#### 4. Intellectual property rights

- 4.1. The website and content of the website are owned by or licensed to CareConnect unless we expressly state otherwise. Such content is protected by both international and South African intellectual property, copyright, patent, proprietary and trademark laws.
- 4.2. You acknowledge and agree that you will not, copy, dispense, reproduce, modify, publish, transmit, display, use, reuse, re-publicise, assign, sublicense, sell, or exploit content of this website for publication or for any commercial purpose, unless you have obtained the prior written permission from the licensor or author, or as permitted by applicable laws.
- 4.3. You may display, copy and download content from our websites solely for your personal and non-commercial use provided that you do not remove any copyright or commercial notice from the content; such content will not be copied or posted on any networked computer or published in any medium; and no changes are made to such content.
- 4.4. This website and its content is the copyright of CareConnect and where content on the website is that of participants to the health information exchange, CareConnect would have obtained the prior approval of those participants to utilise the content for the CareConnect website. All rights in this regard are reserved.
- 4.5. You may not, except with our express written permission, copy, alter, disseminate or commercially exploit the website content, nor may you transmit it or store it in any other website or other form of electronic retrieval system.
- 4.6. Any unauthorised use of the information or website content is strictly prohibited.
- 4.7. You agree that if you transgress the terms as set out in this clause 5, CareConnect will have the right to claim damages from you, which will also include the right to claim any indirect damages. CareConnect will also be permitted to claim for loss of revenue, business and may recover all legal costs on a scale as between attorney and own client.

#### 5. Linking to third party websites

- 5.1. The Website may contain certain images and links to other third-party websites with information or content produced by those parties. These links are provided for your convenience to provide further information. They do not signify that we

- endorse the website(s), business or security practices, or any association with operators of those third parties. We have no responsibility or control over the information, content or material of the linked website(s), including any link contained in a linked website, or any changes to a linked website.
- 5.2. CareConnect may also employ the services of third parties to assist with the hosting and management of certain services and aspects of the website from time to time. We will take all reasonable steps to ensure that our sub-contractors comply with our privacy statement and widely accepted security standards and they will be held accountable for any non-compliance.

## 6. User Conduct Guidelines

- 6.1. As a condition of using and accessing our website, you undertake not to use the website or any content thereof in any way that is unlawful or prohibited in terms of these terms and conditions or in terms of the law. You also furthermore agree that you will abide to generally acceptable internet etiquette and any operating policies of CareConnect.
- 6.2. The following examples will guide you as what practices are restricted and prohibited, please also take note that these examples are not intended to be an exhaustive list:
- 6.2.1. You may not send any communication aimed at obtaining a password, account or confidential information of another user of the CareConnect website.
  - 6.2.2. It is prohibited to use the website to engage in abusive, defamatory, offensive or any behaviour considered to be in bad taste.
  - 6.2.3. You will take all reasonable steps to ensure that any files or information submitted to CareConnect are free of viruses and/or any harmful content that may damage or interfere with any system, data or computer network.
  - 6.2.4. You agree not to engage in any behaviour or activities that can be regarded as hacking.
  - 6.2.5. You may not impersonate any user, person or entity that may use and access the website from time to time.
  - 6.2.6. You agree not to interfere with any user's right to privacy.
  - 6.2.7. Not engage in any behaviour or activities that may contravene any applicable local, national or international law or regulation.
  - 6.2.8. You agree that you will immediately and without undue delay, notify CareConnect in writing, if you become aware of any restricted and/or prohibited practice or if these prohibitions restrict the authority of any authorised website user.

## 7. Account and termination

- 7.1. You may from time to time opt to register an account with CareConnect, if you do so, the following rules apply:

- 7.1.1. You acknowledge that you are of a legal age and can legally enter into this agreement with us.
- 7.1.2. You will provide information that is accurate, complete, and correct.
- 7.1.3. It is your responsibility to keep your account registration, username, password and log-in credentials confidential and to not allow anyone else to use your account.
- 7.1.4. It is your responsibility to immediately inform CareConnect of any unauthorised use of your account that you may become aware of. CareConnect will not be held responsible for any loss or activity that may arise from the unauthorised use of your account, if you fail to conform to these terms and conditions.
- 7.1.5. CareConnect reserves the right to terminate or suspend, without notice your access to or use of the website if you violate any terms and conditions of this user agreement.
- 7.1.6. You may also opt to terminate your account.

## 8. Disclaimer and indemnity

- 8.1. The information contained in this website is for general information purposes only. The information is provided by CareConnect and while we take every effort to keep the information up to date and correct, we make no representations or guarantees of any kind, express or implied, about the completeness, accuracy, dependability, suitability or availability with respect to the website or the information, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 8.2. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.
- 8.3. Through this website you can link to other websites which are not under the control of CareConnect. We have no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
- 8.4. Every effort is made to keep the website up and running smoothly. However, CareConnect takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond its control.

## 9. Governing law and jurisdiction

- 9.1. Your access and use of this website and any dispute that may arise out of such access and use of the website are subject to the laws of the Republic of South Africa. You furthermore also consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

## 10. Entire agreement

- 10.1. These terms and conditions constitute the entire agreement between the you and CareConnect. Neither the user, nor CareConnect will be bound by any other obligations, undertakings, representations, guarantees or the like that are not recorded in these terms and conditions.

## 11. No Waiver

- 11.1. The failure or neglect by us to insist upon strict adherence to any term of this user agreement on any occasion shall not be considered a waiver of our rights or deprive CareConnect of the right thereafter to insist upon strict adherence to that term or any other term of this user agreement.

## 12. Severability

- 12.1. If any provision of this user agreement is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions of this user agreement.

## 13. Cession and Delegation

- 13.1. You may not cede any of your rights in terms of this user agreement nor may you delegate to any third party at your own discretion any of your rights and obligations under this user agreement.

## 14. Special terms and conditions

- 14.1. CareConnect reserves the right to publish any special terms and conditions on this website from time to time. If for any unforeseen reason, there is a conflict between this user agreement and the published special terms and conditions, the special terms and conditions will prevail.

## 15. Contact Information

To contact us, please **click here**.