

Update: June 2021

HealthRad (Pty) Ltd

Website Terms and Conditions

By using the website, you agree to be bound by the Website Terms and Conditions. All terms and conditions are material. Please review them carefully before proceeding.

COPYRIGHT NOTICE

The contents of this website (including without limitation documents, articles, statements, text, images, logos and design) are ©2021 HealthRad (Pty) Ltd. All rights reserved.

1. DEFINITIONS

1.1 “HealthRad” means HealthRad (Pty) Ltd.

1.2 “Personal information” has the meaning assigned to it in POPIA, and “information” has a similar meaning unless the context requires otherwise, and includes any information that identifies or relates specifically to you such as your name and surname, contact details and information you supply when you log on to or submit information on the website.

1.3 “POPIA” means the Protection of Personal Information Act (Act 4 of 2013) (“POPIA”).

1.4 “Traffic data” means any data processed for the purpose of conveyance of a communication on an electronic communications network in respect of that communication and includes data relating to the routing, duration or time of a communication.

1.5 “Web browser” means an application used to access and view this website such as Internet Explorer, Google Chrome and Safari.

1.6 “Website” means the internet website with the address <https://www.healthrad.co.za> and/or <https://www.healthradonline.com> or any website with a URL that is validly registered to HealthRad.

1.7 “You” / “your” means the user of the website and the services offered by HealthRad on or through the website.

2. PURPOSE OF THE WEBSITE

The main purpose of the website is to provide access for clients to HealthRad’s products and services and relevant information about HealthRad’s products and services to potential clients.

3. CONDITIONS OF ACCESS AND USE

3.1 To avoid any confusion, you agree that the Website Terms and Conditions apply to your use of the website, any third-party website licensed to HealthRad and any information accessed via the website.

3.2 If you are registered on the website, you must keep your access details (username and password) confidential and not allow other people to use them. You accept full responsibility for all activities that occur under your access details and accept responsibility for sharing your username and password with any third party. Any use of your access details shall be regarded as if you were the person using such information.

3.3 Materials from the website may be copied and distributed on a limited basis for non-commercial purposes only, provided that any material copied remains intact and that all copies include the following notice in a clearly visible position: ‘Copyright © 2021 HealthRad (Pty) Ltd. All rights reserved.’ These materials are for personal use only. Any copying or redistribution for commercial purposes or for compensation of any kind requires prior written permission from HealthRad.

3.4 By using the website, you guarantee that you will not and you will not allow third parties on your behalf to

- 3.4.1 make and distribute copies of the website;
- 3.4.2 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website; or
- 3.4.3 create derivative works of the website of any kind whatsoever.
- 3.5 You acknowledge that the terms of the agreement with your Internet provider will continue to apply when using the website. As a result, you may be charged by your provider for access to network connection services for the duration of the connection while accessing the website or any such third-party charges as may arise. You accept responsibility for any such charges that arise.
- 3.6 If you are not the payer of the device being used to access the website, you will be assumed to have received permission from the payer for accessing and using the website.

4. INFORMATION PROTECTION

- 4.1 The website contains confidential information, which is the property of HealthRad, its data subjects, its clients and/or its business partners. Unauthorised disclosure and/or use of this information may incur civil or criminal liability.
- 4.2 Any of your personal information which you supply to HealthRad when using the website will be used by HealthRad in accordance with its Privacy Policy and subject to legislation or as otherwise agreed with you.
- 4.3 You guarantee that all information provided by you on or via the website is true, accurate, current and correct and you undertake to update the information as and when required.
- 4.4 All information that you provide to HealthRad may be stored electronically and with third parties, which parties are bound by strict levels of confidentiality. These records shall be proof of the information unless you can prove otherwise.
- 4.5 HealthRad takes all reasonable steps to protect your personal information and maintain confidentiality, including by making use of encryption technology. However, HealthRad cannot guarantee the security or integrity of any information you transmit to it online and you agree that you do so at your own risk.

5. INTELLECTUAL PROPERTY

- 5.1 All trademarks, copyright, database and other intellectual property rights of any nature in the website together with the underlying software code as well as any content made available on the website (e.g., text, graphics, logos, images, etc.) are owned either directly by HealthRad or by HealthRad's licensors unless expressly stated otherwise.
- 5.2 You do not obtain any trademark, copyright, database or any other intellectual property right of any nature or licence by using the website.
- 5.3 You are not granted any license or right to use any trademark without HealthRad's prior written permission and/or that of any third party.

6. WEBSITE ANALYTICS

- 6.1 You may visit the website without providing any personal information. The website servers will in such instances collect the IP address used by the data subject to access the website, but not the e-mail address or any other personal identifiable information. The information on IP addresses is aggregated to measure the number of visits, the average time spent at the website, pages viewed, etc. HealthRad analyses non-identifiable traffic data to improve its services, via a third-party programme, Google

Analytics.

- 6.2 HealthRad may collect, hold and use statistical information about website visits to help it improve the website. Such information includes –

- 6.2.1 your IP address;
 - 6.2.2 the search terms you used;
 - 6.2.3 the pages accessed on the website;
 - 6.2.4 the links visitors clicked on;
 - 6.2.5 the date and time you visited the website;
 - 6.2.6 the referring website (if any) through which you clicked through to our website; and
 - 6.2.7 the type of web browser you use.
- 6.3 The traffic data is aggregated and is not personally identifiable. Our website analysis will respect any “does not track” setting you may have set on your web browser.

7. COOKIES

7.1 HealthRad uses industry-wide technologies such as ‘cookies’ to collect information about the use of the website, your preferences and past browsing history. ‘Cookies’ refer to information that is sent from the website to your hard drive, where it is saved. This will allow HealthRad to improve its services and your experience when you use the website again.

7.2 The ‘cookies’ do not collect any personal information about data subjects.

7.3 The information obtained will be shared with persons or entities to the extent necessary for them to administer and improve the website on our behalf.

8. BREACH, DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 HealthRad tries to ensure that the most sophisticated technology protects the information on the website. However, HealthRad 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 HealthRad (info@healthrad.co.za) as soon as possible so that the problem can be addressed.

8.2 The website and all information, content, tools and materials are provided by HealthRad “as is” and on an “as available” basis without warranty of any kind.

8.3 HealthRad does not guarantee the operation of the website or the information content, tools or materials on the website.

8.4 While HealthRad makes every effort to ensure that the content and information on the website is complete, accurate and up-to-date, it makes no guarantee about the suitability of the products and services and provide no representation or warranty, express or implied, regarding the accuracy, correctness, truthfulness, reliability and completeness of information contained on the website.

8.5 HealthRad does not guarantee that the website and/or information, content, tools or materials included on the website, HealthRad’s servers or any electronic communications sent by it are free from viruses or other harmful components.

8.6 The views and opinions expressed on this website, links or attachments hereto do not necessarily reflect the views and/or opinions of HealthRad.

8.7 Although HealthRad is fully committed to providing you with the best possible service, it shall not be responsible for:

8.7.1 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, epidemics, pandemics, or any other cause beyond the reasonable control of HealthRad, or

8.7.2 any inaccurate, incomplete or inadequate information supplied by you and/or obtainable from the website.

8.8 The website and all of its component elements, including text, graphics, images, hyperlinks and other materials supplied by third parties, are for general educational purposes only and do

not take the place of professional advice.

8.9 You agree to use the website at your own risk.

8.10 HealthRad, its directors, employees, suppliers and website contributors shall not be liable to you or any other person or entity for, and you agree to indemnify them against, any claim or damages of any kind, including for direct, indirect, special, incidental, punitive and/or consequential damages as well as loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, delict (including negligence), or otherwise, arising from any of the events described in this clause 8, including –

8.10.1 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 any damage or alteration to your equipment;

8.10.2 for any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed on the website;

8.10.3 your actions or omissions that result in a breach of the Website Terms and Conditions; and/or

8.10.4 any links to other websites accessed from the website. You also acknowledge that HealthRad cannot control the content of or the products and services offered on those websites.

8.11 If you breach the Website Terms and Conditions, HealthRad shall have the right to claim damages of whatsoever nature, as well as loss of profits and business, and all legal costs on a scale as between attorney and own client, from you.

9. TERMINATION OF ACCESS

9.1 You agree that the following actions shall constitute material breaches of the Website Terms and Conditions that shall result in the termination of your registration on the website and use of the website, if applicable:

9.1.1 signing in as, or pretending to be another person;

9.1.2 transmitting material that violates, or could violate intellectual property rights or the privacy of others;

9.1.3 breaching the conditions of access to and use of materials on the website;

9.1.4 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

9.1.5 gathering information about others without obtaining prior written consent.

9.2 Upon termination of use as contemplated in this clause 9, the rights granted to you by the Website Terms and Conditions shall terminate.

10. JURISDICTION

The laws of the Republic of South Africa shall govern these Website Terms and Conditions.

11. AMENDMENTS TO THE WEBSITE TERMS AND CONDITIONS

HealthRad may in its sole discretion amend the Website Terms and Conditions from time to time without prior notice. The latest Terms and Conditions available on the website shall at all times take precedence over any other version of these Terms. It is your responsibility to make sure you are satisfied with any changes before continuing to use the website.

12. FURTHER INFORMATION

If you have questions about these Website Terms and Conditions, please contact HealthRad (info@healthrad.co.za).