

# CloudHealth.

## Service Terms of Use

### *Interpretation of these Terms.*

Our Terms contain a number of words and phrases which have specific meanings and most of which are in bold. Our Glossary contains these words and phrases.

In these Terms, headings are for convenience and we don't intend for them to be used to interpret the Terms.

If, in the Terms, we refer to a party who is liquidated or sequestrated (or has been through a comparable process under a different legal system), then the Terms will also be applicable to and binding on that party's liquidator or trustee, as the case may be.

Unless we indicate to the contrary in these Terms, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.

When we specify any number of days in the Terms, the number of days excludes the first day and includes the last day unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or gazetted public holiday in the Republic of South Africa. Generally speaking, references to a "day" are references to typical business days.

All annexures, addenda and amendments to these Terms form an integral part of these Terms and, therefore, our contract with you.

### *Glossary*

The following words and phrases bear the meanings assigned to them below and related expressions bear corresponding meanings –

- **"Client"** means the entity or person who contracts with us for the use of the Service;
- **"Content"** means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which may be protected by copyright and which includes, but is not limited to, a Template;
- **"Data Protection Policy"** means the policy document explaining what Personal Information is collected through the Service, how that Personal Information is processed and under what circumstances and to whom this Personal Information may be disclosed;
- **"Designated Representative"** means a person authorised to review and respond to users' submissions to the Service;
- **"ECT Act"** means the Electronic Communications and Transactions Act 25 of 2002 (as amended from time to time as well as any regulations issued in terms of this Act);
- **"External Party"** means a person other than CloudHealth, the Client or the user;
- **"External Party Website"** means a website other than the CloudHealth Website;
- **"CloudHealth", "our", "us" and "we"** means or are references to CloudHealth (Proprietary) Limited a company incorporated in accordance with South African Law;
- **"CloudHealth's Associates"** means CloudHealth's officers, employees, agents or contractors or other persons in respect of whose actions CloudHealth may be held to be vicariously liable;

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- **“Intellectual Property”** means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising, marketing and promotional concepts, ideas, proposals and slogans (whether or not subject to copyright); information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, machines, and compositions of matter, and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon;
- **“Intellectual Property Rights”** means rights, whether registered or unregistered, including applications for and rights to obtain or use Intellectual Property;
- **“Losses”** means all losses (including, but not limited to those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);
- **“Party”** means either CloudHealth or you as the context may indicate (**“Parties”** has a corresponding meaning);
- **“Personal Information”** bears the meaning contained in the Promotion of Access to Information Act (No.: 2 of 2000), as amended from time to time;
- **“Platform”** means the set of services, application programming interfaces and functions which facilitates data retrieval from and submission to the Service;
- **“post”** means to upload, publish, transmit, share or store (**“posted”** has a corresponding meaning);
- **“RIC Act”** means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002 (as amended from time to time as well as any regulations issued in terms of this Act);
- **“Service”** means the service running on the Platform through which users may make submissions to the Client for review and comment;
- **“Service Website”** means the website through which the Service is operated;
- **“South African Law”** means all and any laws and regulations of the Republic of South Africa, including but not limited to applicable codes of conduct, as may be promulgated or amended from time to time;
- **“Terms”** means these terms and conditions which govern use of the Service, as amended from time to time, and which include the Data Protection Policy;
- **“use”** when used in the context of : - a website (whether it be the CloudHealth Website or a External Party Website), means to visit, load in a web browser, mobile phone or similar software application or device or otherwise engage with a website; - the Service or Content, means to copy, download, view, modify, adapt, load in a web browser, mobile phone, software application or device or to otherwise engage with and/or manipulate the Service or such Content;
- **“user”** means the Service’s end users and excludes a Designated Representative;
- **“you”** is a reference to a Client’s representative, Designated Representative or user, as the reference’s context may indicate (**“your”** has a corresponding meaning).

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## *Important Provisions*

### *Binding Contract*

These Terms are a contract between you and CloudHealth and govern use of this Service. You may not use the Service unless you agree to be bound by and abide by these Terms so it is very important that to read these Terms and any other documents referred to in these Terms very carefully.

In the event that you are the Client's representative and you are not, in fact, authorised to bind the Client to these Terms, you agree that you shall be jointly and severally liable to CloudHealth, together with the Client, for any amounts due to CloudHealth in terms of these Terms or otherwise as a consequence of using the Service in the event the Client refuses and/or fails to pay any amounts due to CloudHealth

You signify agreement with these Terms and to be bound by them if you do either of the following:

- Click to accept or agree to these Terms where CloudHealth makes an option to do so available to you; or
- By using the Service in any way, in which case you understand and agree that CloudHealth will treat your Service use as acceptance of these Terms from the moment the you first begin to use the Service.

**If you do not agree with any provision contained in these Terms, please do not use the Service in any way.**

### *Legal Age and Capacity*

Users may not use the Service and may not accept the Terms if they -

- lack the legal capacity to enter into a binding contract with CloudHealth (for example, if you are not authorised to enter into this contract on the Client's behalf);
- require a parent's or legal guardian's consent to agree to these Terms and fail to obtain that consent;
- are not permitted to access or use this Service under the laws of the Republic of South Africa or other country including the country in which they are resident or from which they use this Service.

By using the Service users represent and warrant that they are of full legal age, or are emancipated or have their parent or legal guardian's consent to enter into a contract being these Terms, where appropriate.

### *Important provisions pertaining to legal liability*

These Terms contain provisions that limit CloudHealth's exposure to legal liability and even make users responsible for a variety of acts. Some of these provisions do have the effect of limiting users' rights in law and imposing obligations on users by virtue of them making use of the Service.

It is therefore important that, as a user, you familiarise yourself with these provisions before you use the Service and that you not use the Service if you do not agree to abide by those provisions.

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## *Service Provision*

### *About the Service*

The service affords registered users to perform the following;

- Register main and additional users and allocate desired access to the system.
- Create records of patients and clients on the system
- Create and send to patients/clients documents (e.g. prescriptions, invoices, statements, sick notes e.t.c.)
- View certain reports
- Perform other services as they become available from time-to-time.

## *Confidentiality*

The Client, the Client's representative or the Designated Representative shall not, without our or the user's prior written consent (which consent may, for the avoidance of doubt, be withheld in our or the user's unfettered discretion) disclose such any of the user's submissions to the Service or the user's identity to any person, and/or make use of such information for any purposes other than as permitted by the Service.

In the event the information concerned is disclosed without our or the user's permission, as the case may be, the Client, the Client's representative and/or the Designated Representative shall inform any of the Client's officer, employee or subcontractor that such information is confidential and shall instruct them to keep it confidential and not to disclose it to any other person and the Client, the Client's representative and/or the Designated Representative shall remain responsible for any unauthorised disclosure of such information and any Losses which may result from such unauthorised disclosure.

## *Registration*

Users may register with the Service in two ways:

- a. The Client may register users with the Service by furnishing CloudHealth with users' names and email addresses and limited demographic Personal Information; or
- b. Users may register to use the Service by supplying a user name and email address to the Service.

Using a user's name and email address, CloudHealth will create a limited profile comprising limited Personal Information (namely, the email address, an assigned username and password generated by the Service). Users may then use their user profiles to make use of the Service.

When the Client or the user submits a user's Personal Information to us using the Service, the Client or the user, as the case may be, assures us that the Personal Information submitted is accurate, current and complete. CloudHealth will process your Personal Information in terms of CloudHealth's Data Protection Policy.

As part of the registration process you, in your capacity as the Client or the Client's representative, will be required to submit details of the Designated Representative and any other user who you wish to be able to use the Service and, in doing so, you warrant that you are authorised to do so and that the person identified as the Designated Representative is, in fact, a duly authorised Designated Representative empowered to perform the function of a Designated Representative as described in these Terms as your or the Client's authorised representative.

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In the event you are the Client or the Client's representative, you shall be, and agree that you are, responsible for maintaining the Designated Representative's and other users' profiles with the Service as well as for registering new Designated Representatives and/or users or deregistering them, as the case may be and from time to time.

CloudHealth may take steps to verify the Designated Representative's and Client's representative's Personal Information and may limit use of the Service if any of this Personal Information is inaccurate or incomplete.

Your account's security is solely your responsibility and, while we will take reasonable steps to protect your Personal Information, you agree that –

- you are responsible for maintaining and promptly updating your Personal Information with us, thereby keeping it accurate, current and complete;
- where you are a user, that you will remain wholly responsible for any prejudice you may suffer in the event you disclose sufficient Personal Information to enable any person to identify you and associate your submissions to the Service with your identity;
- you will notify us if you believe your CloudHealth account has been compromised in any way, as soon as you become aware of this; and
- if any security violations are believed to have occurred in association with your account, we reserve the right to suspend access to your account pending an investigation and resolution.

## *Sensitive information*

Depending on the services you choose to use, we may collect sensitive financial information about your practice like bank account details to allow for the provision of those services.

## *Subscription*

Cloudhealth uses the secure services of [Payfast](#) to enable subscription to the service. The information you supply to Payfast to facilitate monthly or annual billing is not stored by nor accessible to any associates of Cloudhealth.

Should there be a lapse in payment, your access to the service will be suspended until such a time that your account is up to date.

You may cancel your subscription by providing 30 days notice via email to [info@cloudhealth.co.za](mailto:info@cloudhealth.co.za).

## *Changes to the Service*

CloudHealth may add new features to the Service and modify or even discontinue existing features without notice to you and in its sole discretion. You agree to this.

CloudHealth will reasonably endeavour to notify you of proposed changes to the Service using your supplied Personal Information.

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## *Content Licensing*

### *License to CloudHealth*

You grant CloudHealth a limited irrevocable, perpetual, worldwide, non-exclusive, royalty-free license for the purpose of this Agreement and which includes the right to copy, commercially exploit, transmit,

distribute and display (through all media now known or subsequently created), and make derivative works from –

- Content posted to the Service (this includes the right to make such modifications as are technically necessary to exercise the rights in other media or formats); and
- Intellectual Property you contribute to the Platform or the Service or otherwise make available to CloudHealth in relation to the Platform or the Service (this Intellectual Property may include, and is not limited to, suggestions, improvements or enhancements to the Service).

Each Content item made available through the Service will be subject to a separate license which commences on the date on which the particular Content item is posted to the Service.

You warrant that you have sufficient rights in your Content either as the Content's copyright owner or licensee (or as the authorised represent of the Content's copyright owner or licensee) in order to grant CloudHealth the license described above.

You indemnify CloudHealth and CloudHealth's Associates from any Losses which may arise as a result of your breach of this warranty or any Intellectual Property Rights violation which you may commit by using the Content in the context of the Service.

### *Licenses from CloudHealth*

You acknowledge that you do not acquire any ownership rights or rights to use any of CloudHealth's Intellectual Property except where these Terms explicitly permit such an acquisition of Intellectual Property Rights.

### *Content License*

We grant you a revocable Content License to use the Service for the sole purpose of enabling you to use the Service, in the manner permitted by these Terms. In the event we revoke this license, you may no longer use the Service.

You may not (and you may not permit anyone else to) copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted or required by law, or unless we have specifically told you that you may do so, in writing.

Unless we have given you specific written permission to do so, you may not transfer, through an assignment of rights, sub-licence or otherwise, your rights to use the Service or otherwise transfer any part of your rights to use the Service.

To the extent that any copying, reproduction, distribution, transmission, display, broadcasting or publishing of any Content is expressly permitted (such permission to be interpreted in its most restrictive sense) you may do so, provided that all trademarks, trade names and all copyright, ownership, proprietary and confidentiality notices as are included on the original Content are retained and displayed

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without alteration or modification and not in any manner obscured or removed.

## *Platform License*

You acknowledge and agree that CloudHealth owns or has licensed all the Intellectual Property Rights in the Platform.

CloudHealth grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use the Platform solely to enable the Service. This limited license is subject to the following restrictions

which you agree to:

Except as expressly permitted by these Terms, you agree not to, nor will you allow any External Party (whether or not for your benefit) to:

- Run, rent, lease, loan, or sell access to the Platform;
- Decompile or reverse engineer or attempt to access the source code of the software underlying the Platform;
- Copy, archive, store, reproduce, rearrange, modify, adapt, download, upload, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any CloudHealth Intellectual Property;
- Use the Platform to build products or services using similar ideas, features, functions, interface or Content derived from the Service;
- Use any aspect of the Service or the Platform by any means other than as permitted in these Terms;
- Circumvent, disable or otherwise interfere with the Platform's or Service's security related features or any other features that prevent or restrict use or copying of any Content, protect Personal Information or enforce limitations on Platform or Service use;
- Use the Platform or the Service in such a way as to interfere with Platform or Service use, so as to constitute a denial, including a partial denial, of service to users; or
- Delete the copyright and other Intellectual Property Rights notices posted to the Service.

## *Content Verification and Reporting*

You acknowledge and agree that CloudHealth is not responsible for reviewing Content posted to the Service and verifying that the Content does not infringe on any other person's Intellectual Property Rights.

You agree that users may report any suspected Intellectual Property Rights infringement to CloudHealth and you agree that CloudHealth may remove your Content from the Service, either temporarily pending an appropriate review of the report submitted or permanently in the event CloudHealth determines, in CloudHealth's sole discretion, that the Content concerned indeed infringes upon another person's Intellectual Property Rights.

## *Changes to these Terms*

We reserve the right, in our sole discretion, to, and you agree that we may, amend these Terms at any time, in any way and from time to time. We will notify you of proposed changes to these Terms to the amended Terms, in advance of such amendments coming into effect, on the Service Website. These amendments shall come into effect automatically on their advertised commencement date.

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It is your responsibility to review these Terms regularly and to ensure that you agree with any amendments to these Terms. If you do not agree with any amendments to these Terms, you may no longer use the Service.

## *Governing Law and Jurisdiction*

The Service is controlled and maintained from our facilities in the Gauteng province of the Republic of South Africa. You irrevocably agree that South African Law shall govern the Service and these Terms.

You consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa in respect of disputes which may arise out of your use of the Service and these Terms.

You also irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court even though the value of a claim which we may have against you may exceed the ordinary monetary jurisdiction of the Magistrates Court.

## *Severability*

Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto (as if it were not written) and severed from these Terms, without invalidating the remaining provisions of these Terms.

## *Termination*

The Terms will continue to apply until either you or CloudHealth terminates these Terms on the one or more of the grounds set out below.

You may terminate these Terms by sending an email to [info@cloudhealth.co.za](mailto:info@cloudhealth.co.za). Allow 30 days for the termination to take effect.

CloudHealth may at any time, terminate its legal agreement with you if:

- you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- CloudHealth is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- the CloudHealth's Service provision is or becomes, in CloudHealth's opinion, no longer commercially viable.

Those provisions of these Terms which are intended to survive termination of these Terms shall do so.

## *Effects of Termination*

If your, a Designated User's or any other user's account is removed from the Service, the associated Content may also be deleted at our discretion. Content removed may not be recoverable and you agree that it is solely your responsibility for securely backing up or archiving Content posted to the Service or otherwise ensuring that this is done.

The following clauses shall survive these Terms' termination for any whatsoever:

- "Content Licensing" (and it's sub-clauses);
- "Confidentiality";



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- “Dispute Resolution”;
- “Governing Law and Jurisdiction”;
- “Liability” (and its sub-clauses); and
- “Glossary”.

## *Acceptable Conduct*

You may not frame the Service in any way whatsoever except as permitted by the Service’s functionality or otherwise without our prior written permission. Recognising the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding your conduct on the Service.

You agree to adhere to generally acceptable Internet and messaging etiquette. In this regard, without being limited to the examples listed below, you agree not to use the Service, and may not permit any aspect of the Service to be used, for or in conjunction with any illegal, unlawful or immoral purposes or as prohibited by these Terms or –

- in a manner that infringes, violates or misappropriates any External Party’s Intellectual Property Rights or other proprietary rights or contractual rights;
- submit or otherwise post any person’s Personal Information to the Service without that person’s informed, specific and voluntary consent to do so;
- in a manner that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- to send, disseminate or publish unsolicited messages (irrespective of whether they are commercially oriented or not), “chain letters,” materials promoting “pyramid schemes”;
- to advertise illegal or controlled products or services, or engage in any other advertising or marketing activities that violate these Terms, any applicable laws (including, but not limited to, South African Law), regulatory frameworks or generally-accepted advertising industry guidelines;
- to fail or refuse to honour an express opt-out of any direct marketing messages in a manner consistent with South African Law;
- in a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other Personal Information in a misleading manner or for fraudulent or misleading purposes;
- in a manner that is defamatory, or in a way that is otherwise offensive, threatening, abusive, violent, harassing, malicious or harmful to any person or entity;
- in a manner that is harmful to minors in any way;
- in a manner that is hateful or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as CloudHealth may reasonably determine from time to time, in its sole discretion;
- to impersonate any of CloudHealth’s Associates, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to obtain access to the Service or the Platform without appropriate authorisation;
- to circumvent, disable or otherwise interfere with the Platform’s or Service’s security related features or any other features that prevent or restrict use or copying of any Content, protect Personal Information or enforce limitations on Platform or Service use

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- to use the Platform or the Service in such a way as to interfere with Platform or Service use, so as to constitute a denial, including a partial denial, of service to users;
- to use any manual or automated means, including agents, robots, scripts, or spiders, to access or manage any user's account or to monitor or copy CloudHealth's Intellectual Property Rights in and to the Platform; and/or
- in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of any Content transmitted through the Service or to users.

Additionally, you agree not to:

- Collect and process any person's Personal Information without that person's informed, specific and voluntary consent;
- Use the CloudHealth name in a such a manner as to suggest an unauthorised association between you or your principal and CloudHealth;
- Post any Content depicting or describing child pornography to the Service;
- Post any Content that CloudHealth, in its sole discretion, determines depicts or contains pornography, unwarranted nudity, sexual violence, extreme violence, murder, bestiality, incest, or other similar Content;
- Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or otherwise use Personal Information (this does not include Internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with CloudHealth's reasonable restrictions and guidelines for such activities, including through the use of a robots.txt or similar file); and/or
- Use the Service as a generic file hosting service.

Should you engage in any one or more of the above practices, which shall be determined in our sole discretion (and which decision shall be final), then we shall be entitled, without prejudice to any other rights we may have, to:

- without notice, suspend or terminate your Service use;
- hold you liable for any costs we incur as a result of your, users' or a Designated Representative's misconduct; and/or
- notwithstanding our Data Protection Policy referred to below, disclose any information relating to you, whether public or personal, to all persons affected by your actions as well as to appropriate legal authorities.

## *Data Protection*

For information about CloudHealth's data protection practices, please read the [Data Protection Policy](#). This policy explains how CloudHealth processes Personal Information submitted to the Service when users use the Services.

## *LIABILITY*

THESE TERMS OF USE CONTAIN PROVISIONS THAT LIMIT OUR EXPOSURE TO LEGAL LIABILITY AND EVEN MAKE YOU RESPONSIBLE FOR A VARIETY OF ACTS. SOME OF THESE PROVISIONS DO HAVE THE EFFECT OF LIMITING YOUR RIGHTS IN LAW AND CONFERRING OBLIGATIONS ON YOU BY VIRUTE OF YOUR

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AGREEMENT TO THESE TERMS.

## *DISCLAIMERS AND LIABILITY LIMITATION*

YOUR USE OF AND RELIANCE ON THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALTHOUGH CLOUDHEALTH TAKES STEPS TO VERIFY INFORMATION PRESENTED ON OR THROUGH THE SERVICE, CLOUDHEALTH DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, CONTENT OR OTHER INFORMATION CONTAINED IN, DISPLAYED ON, LINKED TO OR DISTRIBUTED THROUGH THE SERVICE OTHER USERS MAY MAKE AVAILABLE THROUGH THE SERVICE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK.

CLOUDHEALTH RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS ON THE SERVICE WITHOUT NOTICE TO YOU. INFORMATION, IDEAS AND OPINIONS EXPRESSED OR CONVEYED ON OR THROUGH THE SERVICE SHOULD NOT BE REGARDED AS PROFESSIONAL ADVICE OR CLOUDHEALTH’S OFFICIAL OPINION ON ANY TOPIC AND YOU ARE STRONGLY ADVISED TO SEEK INDEPENDENT AND COMPETENT PROFESSIONAL ADVICE BEFORE ACTING ON SUCH INFORMATION, IDEAS AND OPINIONS.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CLOUDHEALTH DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THE IMPLIED WARRANTIES THAT THE SERVICE OR ANY CONTENT MADE AVAILABLE THROUGH THE SERVICE IS FIT FOR ANY PARTICULARLY PURPOSE.

WHILE CLOUDHEALTH TAKES REASONABLE PRECAUTIONS IN OUR OPERATION OF THE SERVICE, YOU AGREE THAT NEITHER CLOUDHEALTH OR CLOUDHEALTH’S ASSOCIATES SHALL BE LIABLE IN RESPECT OF ANY LOSSES HOWEVER ARISING AND WHATEVER THE CAUSE, INCLUDING PURSUANT TO YOUR, A DESIGNATED REPRESENTATIVE’S OR ANY USER’S USE OF THE SERVICE OR FROM ANY SUCH PERSON’S INABILITY TO USE THE SERVICE AS WELL AS FROM ANY MISTAKEN DISCLOSURE OF CONFIDENTIAL INFORMATION OBTAINED FROM USERS TO A PERSON WHO WAS NOT THE INTENDED RECIPIENT, PROVIDED THAT WE TAKE REASONABLE STEPS TO MITIGATE THE DISCLOSURE.

CLOUDHEALTH WILL USE REASONABLE ENDEAVOURS TO MAKE THE SERVICE AVAILABLE, AND KEEP THE SERVICE AVAILABLE AT ALL TIMES. HOWEVER, YOU AGREE THAT CLOUDHEALTH SHALL NOT BE LIABLE IN RESPECT OF ANY LOSSES CAUSED BY OR ARISING FROM THE UNAVAILABILITY OF, ANY INTERRUPTION IN SERVICE USE (EITHER IN PART OR AS A WHOLE) FOR ANY REASON WHATEVER.

## *INDEMNITY*

THE CLIENT, THE DESIGNATED REPRESENTATIVE AND USERS INDEMNIFY CLOUDHEALTH AND CLOUDHEALTH’S ASSOCIATES FROM ANY LOSSES DUE TO OR ARISING OUT OF THE CLIENT’S, A DESIGNATED USER’S OR ANY USER’S USE OF THE SERVICE OR BREACH OF THESE TERMS.

CLOUDHEALTH IS NOT RESPONSIBLE FOR FILES AND DATA ASSOCIATED WITH YOUR ACCOUNT OR FOR ANY CONTENT ANY USERS HAVE MADE AVAILABLE THROUGH THE SERVICE. YOU AGREE TO TAKE FULL RESPONSIBILITY FOR THE INTEGRITY OF ANY AND ALL CONTENT, PERSONAL INFORMATION AND OTHER DATA WHICH POSTED TO THE SERVICE AS WELL AS TO MAINTAIN APPROPRIATE CONTENT AND DATA BACKUPS OF YOUR OWN.

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## *External Party Websites and Services*

Your use of those External Party Websites which you may link to or access through your use of the Service may be subject to Terms and/or the terms of use applicable to those External Party Websites. You agree that it remains your obligation to familiarise yourself with External parties' terms of use and to comply with both them and these Terms. In the event there is a conflict between these Terms and External party's terms of use, these Terms shall prevail to the extent of the conflict for the purposes of your access to the Service.

Links to and from the service from and to External Party Websites do not constitute CloudHealth's endorsement of these External Party Websites or their contents, nor does CloudHealth necessarily associate itself with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms and conditions which will govern your relationship with third parties operating the External Party Websites.

CloudHealth has no control over External Party Websites and you agree that we are not responsible for any content, information, goods or services available on or through any External Party Websites or for any Losses caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services available on or through any External Party Websites. You agree that where you access External Party Websites, you do so entirely at your own risk.

Your interaction, correspondence or business dealings with third parties which are referred to or linked from or to the Service is similarly entirely at your own risk and are solely between you and that External Party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

## *Complaints*

If you are of the view that any person has infringed your rights through the unlawful use of the Service, you may address a complaint to us that satisfies the following requirements and/or contains the following information:

- the full names and address of the complainant;
- the written or electronic signature of the complainant;
- identification of the right that has allegedly been infringed;
- identification of the material or activity that is claimed to be the subject of unlawful activity;
- the remedial action required to be taken by the service provider in respect of the complaint;
- telephonic and electronic contact details, if any, of the complainant;
- a statement that the complainant is acting in good faith;
- a statement by the complainant that the information in the take-down notification is to his or her knowledge true and correct.

Please address your notifications to:

- Complaints : Email: [info@CloudHealth.co.za](mailto:info@CloudHealth.co.za)

We will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where necessary. Such action may include, but is not limited to, removing

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the offending Content from the Service and/or suspension or termination of the offending party.

## *ECT Act Disclosures*

Access to the content on or through the CloudHealth Website and the CloudHealth Website itself are classified as “electronic transactions” in terms of the ECT Act and therefore you have the rights detailed in Chapter VII of the ECT Act and we have the duty to disclose the following information:

## *Documents and Notices*

We choose the addresses below for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.

### **Our full name and legal status:**

Cloud Health Solutions (Proprietary) Limited

### **Street address:**

6 Silver Sands Avenue, Wendywood, , Sandton

### **Postal address:**

Post Net Suite 440, Private Bag X 51, Bryanston 2021

### **Physical address for receipt of legal service:**

6 Silver Sands Avenue, Wendywood, Sandton

### **Main business:**

Online services

### **Website address:**

<http://www.CloudHealth.co.za>

### **Official email address:**

[Info@CloudHealth.co.za](mailto:Info@CloudHealth.co.za)

### **Membership of self-regulatory or accreditation bodies:**

None

### **Codes of conduct to which we subscribe:**

Not applicable

### **Governing terms of use:**

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These terms of use.

## **Manual in terms of the Promotion of Access to Information Act 2 of 2000:**

None

Management: Paul Gichuru (Managing Director), Thabang Khanye (Chief Technology Officer)

## **Costs associated with the access to and use of the CloudHealth Website:**

Applicable costs are detailed on this website

## **Dispute resolution:**

See above.

## **Cooling off period:**

Not applicable.

## **Complaints process:**

See clause above.

## **We May Monitor Your Communications**

Subject to the provisions of the RIC Act, you agree to permit us to intercept, block, filter, read, delete, disclose and use all communications users send or post to or using the Service and/or to our staff and/or employees for the express purpose of improving the service.

You agree and acknowledge that the consent you provide above satisfies the “writing” requirement specified in the ECT Act and in the RIC Act.

## *Miscellaneous*

These Terms constitute the whole agreement between you and us relating to your use of the Service.

No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms which we may show, grant or allow you shall operate as an estoppel against us in respect of its rights under these Terms nor shall it constitute a waiver by us of any of our rights and we shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.

Nothing in this agreement shall create any relationship of agency, partnership or joint venture between you and CloudHealth and you shall not hold itself out as the agent or partner of CloudHealth or as being in a joint venture with CloudHealth.