



HEROMED (PTY) LTD. TERMS & CONDITIONS OF USE

1. Privacy Policy and Terms of Use;

1.1 This Privacy and Information Policy (“Privacy Policy”) has been developed to acknowledge the importance of and assist in providing a framework for, the appropriate level of protection for consumer identification, collection, holding, using, disseminating, merging, collating, disclosing and protection of your personal information (“process” or “processing”). The policy represents the company’s commitment to compliance with its obligations under the Protection of Personal Information Act 4 of 2013 (“POPI”).

1.2 This Privacy Policy applies in respect of HeroMed (Pty) Ltd (Pty) Ltd and its processing of personal information.

2 The processing of personal information

2.1 We provide this policy in accordance with POPI, detailing the lawful approach we take in the collection of information and in regard to the management, use and processing of all information collected from you and other legitimate sources and all subsequent dealings with your lawful representatives, credit reporting bodies and other entities listed in this policy.

2.2 In the course of our business we only process personal information in relation to our clients in terms of the services requested by them, which will be detailed in the agreement between us (“the lawful purpose”).

3 The types of personal information collected and processed

3.1 We gather information about yourself, your clients, patients, referral network and/or staff primarily from you, your clients, patients and in some instances from other organisations, medical aids, agents, switching houses, services providers, advisers, credit reporting bodies and/or Government agencies.

4 Why we process personal information

4.1 To empower you to control your medical business environment accordingly to your internal requirements, HPCSA policies and other relevant industry compliance requirements.

4.2 We process information collected to streamline your business process to communicate from our systems to your clients, patients, staff, and/or referral network for the purpose of your efficient and effective communication in your business operations

4.3 We will use the information collected to switch to Medical Aids, via our potential partners for the purpose of billing, invoicing, or confirming or retrieving client or patient information

4.4 To communicate with you any offers, updates or enhancements in relation to our products and services. This may be done in various ways such as digital options, or physical document delivery.

4.5 By your use of HeroMed (Pty) Ltd systems and solutions you are providing your consent to us to collect your details and your client information to process the information for the lawful purpose. Should you disagree, please notify us and discontinue use of the systems immediately.

5 What laws authorise us to collect personal information?

5.1 We are authorised to collect your personal information, for a lawful purpose, by POPI (per South African law). In order to access/collect/process your information, we act on your behalf as the “responsible party” requesting access to your information under South African legislation.

6 How we collect personal information

6.1 We collect personal information from these possible legitimate sources:

6.1.1 from you;

6.1.2 from the documentation or e-forms we require and you provide;

6.1.3 from HeroMed (Pty) Ltd (Pty) Ltd software systems

6.1.4 from information about you that is publicly available, including court and tribunal reports and decisions.

6.1.5 Please note, depending on circumstances, we may choose not to collect information from all these sources.

7 How we hold personal information securely

7.1 In all circumstances the information is held by us on our secure systems. We take all reasonable steps to secure the integrity and confidentiality of your personal information and protect your information from misuse, loss, interference, unauthorised access, modification or unauthorised disclosure.

7.2 Electronic copies are held in a secure hosted environment, with the application of appropriate passwords and other computer and software security techniques.

8 How we use your personal information provided

8.1 Once you or your clients, patients, staff and/or other agents have submitted their information, we are entitled to use personal information as follows:

8.1.1 to identify you as per the above;

8.1.2 to check when the last time you used our service was,

8.1.3 Run reports and analytics related to demographics, which will exclude any personal names, contact details, and medical aid numbers.

8.1.4 to inform you of goods, services and/or products which we think you may be interested in.

8.1.5 to transfer your information across borders, if necessary

8.1.6 for any purpose permitted by law.

9 What do we do with your personal information?

9.1 We will use our personal information for the purposes of providing you with the services as per your agreement with us.

9.2 We do not sell, trade, share or rent your personal information to any third party for marketing purposes unless you have given your permission for us to do so.

9.3 We may, for an indefinite period, unless otherwise notified by you, use the information provided by you for promotional, marketing, research and profiling purposes.

9.4 We may use your information (with your consent) for marketing purposes to inform you of goods, services and/or products from HeroMed (Pty) Ltd and/or related entities or third party entities, for goods, services and/or products which we consider of interest to you. At any point in time you are able to opt out of this by informing the Privacy Manager, whose contact details are set out in this policy. You may be informed about these goods, services and/or products through a range of communication methods, including telephone, SMS, email, social media, other electronic means and/or targeted advertising.

10 Parties we share your information with

10.1 We may, from time to time, share your personal information with medical aids, credit reporting bodies, credit providers and/or brokers and any other organisations which are part of offering our services to you that are not within our organisation but only for a lawful purpose.

10.2 We take every care to protect your personal information, by only entering into agreements with third parties that have policies for the protection of personal information. Compliance with protection of personal information ensures the personal information we have disclosed is used only for the specific lawful purpose we have requested on your behalf.

11 What kinds of website visitor information we collect

11.1 Unless requested not to, we may aggregate and hold the information we collect to research and help us understand broad demographic trends, but before we use or hold such aggregated data we remove anything and everything that identifies you personally. This generic de-identified and aggregated information may be shared with third parties and in this event, we undertake to never share any of this information if it is personally identifiable without your prior consent. We take your privacy seriously and are committed to protecting it. If you would prefer not to participate in this generic de-identified data gathering, you can opt-out by notifying our Privacy Policy Manager, whose contact details are contained within this policy.

11.2 We collect data in the following categories such as but not limited to;

- 11.2.1 Your name and surname;
- 11.2.2 Your email address;
- 11.2.3 Your ID Number;
- 11.2.4 Your medical aid details;
- 11.2.5 Your physical address;
- 11.2.6 Your gender;
- 11.2.7 Your emergency contact personal details;
- 11.2.8 Your cell phone number;
- 11.2.9 Your date of birth;
- 11.2.10 Medical ICD10 conditions;
- 11.2.11 Location detail; and
- 11.2.12 Procedural, modifier and Nappi codes

12 Notifiable matters

12.1 From time to time we may have notifiable matters we wish to communicate to you. At any time you may request a copy, of the notifiable matters or notify us that you opt out of this service.

13 Transfer of information between us and third party suppliers

13.1 The information you provide may be transferred across foreign borders.

13.2 This information transfer is permitted under Chapter 9 of POPI (South African law) which authorises the access seeker (known as the responsible party) to transfer the information across foreign borders in the following circumstances:

- 13.2.1 the recipient must be governed by laws, binding corporate rules, binding agreements or memorandum of understanding between two public bodies which provide an adequate level of protection; or
- 13.2.2 the Data Subject must consent to the transfer; or
- 13.2.3 the transfer must be necessary for:
- 13.2.4 the performance of a contract between the Data Subject and Responsible Party, or for the implementation of pre-contractual measures taken in response to a Data Subject's request;
- 13.2.5 the conclusion or performance of a contract concluded in the interest of the Data Subject between the Responsible Party and a third party; or
- 13.2.6 the transfer is for the benefit of the Data Subject and: –
- 13.2.7 it is not reasonably practicable to obtain the consent of the Data Subject to that transfer; and
- 13.2.8 if it were reasonably practicable to obtain such consent, the Data Subject would be likely to give it.

14 How you may complain about our failure to comply with POPI

- 14.1 There are 2 ways you may complain:
 - 14.1.1 Verbally, or in writing, to support@heromed.co.za
 - 14.1.2 If you are a resident in South Africa, you can lodge a complaint to the Regulator completing the relevant form as prescribed.
- 14.2 There is no charge for lodging a complaint.
- 14.3 How we will deal with such a complaint: We will write to you acknowledging receipt of the complaint. After appropriate investigation, we will write to you as soon as practicable after a decision has been reached, outlining the decision and the reasons for reaching it.

15 Right of Access

- 15.1 You have the right to access all personal data we hold about you and to obtain its correction, amendment or deletion. Please contact us by emailing: support@HeroMed.co.za for assistance in this regard.

16 Requirement to Disclose

- 16.1 We may disclose personal data when we believe in good faith that such action is necessary for our solution to work effectively, to conform to legal requirements or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements, or to enforce our contractual obligations.

17 Cookies

17.1 A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the Service each time the visitor returns. HeroMed (Pty) Ltd uses cookies to help HeroMed (Pty) Ltd identify and track visitors, their usage of hosted HeroMed (Pty) Ltd products, and their Service access preferences. HeroMed (Pty) Ltd visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using HeroMed (Pty) Ltd websites, with the drawback that certain features of HeroMed (Pty) Ltd solutions may not function properly without the aid of cookies.

18 External Links

18.1 We provide links to third-party web sites and resources outside of our Website. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to our website. Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of that Website and its privacy statement.

19 Terms and Conditions:

19.1 Our terms and conditions ("Terms of Service") govern your use of HeroMed (Pty) Ltd software described as ("Service") and any other services offered by our partners and associates. Some services and partner terms may be subject to additional conditions, available from them directly or when you sign-up for the HeroMed (Pty) Ltd service.

20 Acceptable Use/Conduct

20.1 You are solely responsible for your conduct and your data related to the Service. You warrant that you have all rights, licenses, authorisations, referral, staff, client and/or patient consent required to use the Service, including without limitation in respect of your data.

20.2 You agree to indemnify, protect, and hold harmless HeroMed (Pty) Ltd, its directors, partners, representatives and suppliers from any and all loss, cost, accountability, and expense arising from or related to your data or use by you or your employees, contractors or representatives of the Service or violation of these Terms of Service.

20.3 The Service, in its entirety is made available to your business and/or your staff only for your personal use or internal business purposes, and such use must comply with all applicable laws, rules and regulations, including without limitation privacy laws, and must not infringe or violate third party rights. Any interpretation is made within the laws South Africa, and any legal ramifications will take place in South Africa, per South African laws.

20.4 The Service is billed based on the number of specific users who make use of the Services. Multiple users are not allowed to make use of the same login credentials, you are to keep separate login credentials for each user. HeroMed (Pty) Ltd has the right to audit your use of the Service, at its own cost and upon giving you reasonable notice, to determine whether your use is in accordance with these Terms of Service and any other terms that apply to the Service. If an audit reveals that you have exceeded the scope of use permitted, HeroMed (Pty) Ltd may require you to pay immediately and backdate billing for the additional users.

20.5 Any unlawful or illegal use of our Service is a violation of these Terms of Service and may breach your countries regulations and laws. You and/or your employees may be subject to relevant civil and criminal penalties.

20.6 HeroMed (Pty) Ltd will endeavour to make our Service available 24 hours a day. You agree and acknowledge that our Service may occasionally be unavailable during periods of upgrades, maintenance, etc, whether planned or unplanned. We will endeavour to run upgrades and/or maintenance outside of normal business hours where possible.

21 Communications

21.1 You acknowledge and agree that HeroMed (Pty) Ltd may at times send you communications regarding your account or the Service via email, SMS, WhatsApp or other means. We may also send you communications about upgrades or enhancement to the Service or other products and services that may be of interest to you.

21.2 You agree that capabilities of HeroMed (Pty) Ltd will send certain communications on your behalf. While every care is taken to ensure correct and accurate information, we accept no responsibility for incorrect communications sent from the Service to your patients/clients. Sensitive personal information and medical records sent to parties outside of our environment will be password protected.

22 Accounts and Passwords

22.1 You must be officially registered to access our Services. You must provide correct and accurate information when you register. It is your responsibility to ensure that all login and password credentials are kept securely. You are wholly responsible and liable for any activity that occurs under your practice/business name.

22.2 You must use all reasonable measures to prevent any unauthorised access to, or use of, the Service and you must notify HeroMed (Pty) Ltd immediately in the event of any unauthorised access or use.

23 Fees

23.1 Fee's may be collected in various manners, including but not limited to EFT, debit order or credit card. Your billing details are a pre-requisite to make use of our Services, you will also need to agree to our monthly recurring Service fee and/or any other relevant billing method.

23.2 Billing details or bank card information are not stored within the HeroMed (Pty) Ltd application. Where relevant your billing details and/or bank card details are stored at a trusted and secure payment gateway, and used by HeroMed (Pty) Ltd to receive relevant payment for use of our Service.

23.3 Pro-rata fees apply when scaling your practice up or down based on the number of users. You will then be charged the full amount from the next relevant billing period. If this adjustment causes your account to be credited, this will be applied to your subscription and used for future payments. We do not provide refunds for these amounts.

23.4 All fees stated are exclusive of vat, or tax from your local authorities. If your company is liable to pay vat, you will be responsible for paying vat on top of the subscription fees if or when applicable.

23.5 Downgrading or cancelling your account may cause the loss of access, content or features of the Service. HeroMed (Pty) Ltd does not accept any liability for such loss.

23.6 All amounts related to the Service, including but not limited to the monthly subscriptions, are subject to change. Such notice may be provided at any time by updates to the HeroMed (Pty) Ltd website (www.HeroMed.co.za), by email correspondence or from within the Service. All monthly subscription fees must be paid monthly in advance.

23.7 If relevant, SMS reminders are charged per SMS sent - these are charged separately from the monthly subscription.

24 Medical records

24.1 Medical records need to be stored for specific periods of time given the rules and regulations of your practice jurisdiction. It is your responsibility to notify us when specific records need to be deleted and removed from our databases.

25 Cancellation and Termination

25.1 You are solely responsible for the cancellation of your account. You can cancel your account at any time by contacting us via email and upon a specific acknowledgment response.

25.2 All of your content and data will be deleted 90 days after cancellation or termination of your account. This information will not be able to be recovered. We recommend you contact us to assist with data retrieval prior to cancellation to retain any information you may require.

25.3 Failure to pay your subscription fees will result in your account being suspended. Accounts are suspended for a maximum of 90 days before the account may be terminated by us. We are not responsible for any loss you suffer as a result of such suspension or termination.

25.4 A suspended account can be reactivated by supplying valid payment credentials and resuming your subscription, within 90 days from the date of failure to make payment.

25.5 If you cancel your account before the end of your currently paid month, the Service will end immediately and you will not be charged again. You will not be entitled to a refund.

25.6 HeroMed (Pty) Ltd in its sole discretion has the right to suspend or terminate your account and refuse any and all current or future use of the Service, for any reason, at any such time. Such termination can result in the deactivation or deletion of your account. HeroMed (Pty) Ltd reserves the right to refuse service to anyone for any reason at any time.

26 Legal Rights

26.1 Certain legislation, may impose consumer guarantees or implied rights which cannot be excluded, restricted or modified except to a limited extent ("Statutory Rights"). These Terms of Service must be read subject to your Statutory Rights. If Statutory Rights apply, to the extent to which HeroMed (Pty) Ltd is able to do so, its liability under those provisions will be limited, at its option, in the case of services to

- (a) the supplying of the services again or
- (b) the payment of the cost of having the services supplied again

27 No Warranties or Representations

27.1 Without limiting your Legal Rights, you understand and agree that the Service is provided "as is" and, to the extent permitted by law, HeroMed (Pty) Ltd and its suppliers expressly disclaim all warranties or representations of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data HeroMed (Pty) Ltd's servers. HeroMed (Pty) Ltd and its suppliers make no warranty or representation that your use of the Service will be uninterrupted or error-free or regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet your requirements.

27.2 HeroMed (Pty) Ltd is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

27.3 Limitation of Liability without limiting your Statutory Rights:

27.4 Use of the Service is at your sole risk. You will be solely responsible for any damage to you resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with you.

27.5 If there is any loss or damage to your data, your sole and exclusive remedy will be for HeroMed (Pty) Ltd to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of such data maintained by HeroMed (Pty) Ltd.

27.6 In no event shall HeroMed (Pty) Ltd be liable for any indirect, special, incidental, consequential or punitive damages, loss of use, loss of profits, revenue, interest or business or loss or corruption of data, whether in an action in contract, tort (including but not limited to negligence), equity or otherwise in connection with the Service or any other service provided by HeroMed (Pty) Ltd.

28 Intellectual Property and data

28.1 You acknowledge that HeroMed (Pty) Ltd owns all right, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by South African and international intellectual property laws. Except to the extent that applicable laws prevent us from restraining you from doing so, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service.

28.2 You consent to HeroMed (Pty) Ltd transferring your data to third party IT providers, including our website host and back-up service provider. We take your security and information very seriously and attempt to make all reasonable efforts to protect and store your information securely in line with protection of information guidelines.

29 General

29.1 You may not assign your rights in respect of the Service to any other person.

29.2 HeroMed (Pty) Ltd will not be liable for any delay or failure to perform any of its obligations in respect of the Service if such delay or failure is due to an event which is beyond its control.

29.3 If a provision of these Terms of Service is invalid or unenforceable, it is to be read down or severed to the extent of the invalidity or unenforceability and that fact does not affect the validity or enforceability of the remaining provisions.

29.4 HeroMed (Pty) Ltd may modify the Service, or any other services, at any time, for any reason, and without notice. We also may modify these Terms of Service at any time but, if we do so, we will notify you of the modified Terms of Service and give you a reasonable period of time to notify us that you do not agree to the modified Terms of Service and cease using the service.

29.5 This Agreement is governed by the laws of South Africa and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Africa.

30 Questions

30.1 If we become aware of any ongoing concerns or problems with our Website, we will take these issues seriously and work to address these concerns. If you have any further queries relating to our terms of use, or if you have a problem or complaint, please contact us at support@heromed.co.za.

31 Arbitration:

31.1 Should any dispute, disagreement, or claim arise between the parties (hereafter referred to as “the dispute”) arising out of or in connection with this agreement, the parties will first endeavour to resolve the dispute by negotiation.

31.2 The negotiation will entail one party inviting the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from the date of the written invitation.

31.3 If the dispute has not been resolved by negotiation, the parties may submit the dispute for administered mediation.

31.4 Failing such resolution, a dispute that has arisen in respect of:

31.4.1 the interpretation of;

31.4.2 the carrying into effect of;

31.4.3 any of the parties' rights and obligations arising from the termination or purported termination of or arising from the termination of; and / or

31.4.4 the rectification or proposed rectification of,

31.4.5 this Agreement, or out of or pursuant to this Agreement, will be finally resolved in accordance with Arbitration’s rules by and arbitrator or arbitrators appointed.

31.4.6 Any arbitration will take place in Johannesburg South Africa, under the jurisdiction of South African law

31.4.7 Failing such resolution, any disputes or claims between the parties other than those set out in the breach clause below may be resolved by institution of an action or application in a court or other recognised tribunal of competent jurisdiction for appropriate relief.

31.4.8 Any legal action will take place in Johannesburg South Africa, under the jurisdiction of South African law

31.4.9 None of the terms of this clause 31 will prevent a party from approaching a court of competent jurisdiction to obtain urgent relief

32 Breach

32.1 Should a party (the first party) breach this agreement in the first instance, then the aggrieved will be entitled to provide the first party with 14 (fourteen) days written notice to remedy its breach

32.2 Should the first party remain in breach after the notice period provided for in clause 32.1 above, or commit the same instance of breach within a period of 6 (six) months of the first instance, the aggrieved party will be entitled without prejudice to any other rights that it may have against the first party, and on written notice:

32.2.1 to refer the matter to dispute resolution in accordance with the arbitration clause above.

32.2.2 to cancel this Agreement in writing;

32.2.2.1 to obtain an order against the first party for specific performance, with or without claiming damages;

32.2.2.2 to claim such damages as it may have suffered in lieu of specific performance,

32.2.2.3 to immediately suspend its obligations under this Agreement.

33 Non-Verification and Waiver Clause:

33.1 It is agreed that no amendment, relaxation, indulgence or any alteration of any nature whatsoever to this agreement will be of any force and/or effect, unless it has been reduced to writing and has been signed by both Parties of this agreement