



WEBSITE TERMS AND CONDITIONS

+27 21 276 5600  info@nationalhealthcare.co.za  www.nationalhealthcare.co.za

 Mill House, Boundary Terraces, 1 Mariendahl Lane, Newlands, 7700

Directors: R Nauta (Chairman), P J Lubbe (Chief Executive Officer), M Moyo (Financial Director)
A G Siddle*, M J Reyneke*, E H Engelbrecht* and M H Visser* *Non-Executive

National Health Group (Pty) Ltd | Reg. No. 2015/130345/07



Incorporating Enabledmed

National Health Group (Pty) Ltd incorporating Enabledmed (Pty) Ltd, hereinafter referred to as National HealthCare Group or the Group, recognises the importance of protecting personal information and the constitutional right of its customers to have their personal information kept private, confidential and used only for lawful purposes. As prescribed in the POPI Act (Act 4 of 2013), The National HealthCare Group aims to adhere to all data protection laws and has implemented safeguards to ensure that all the personal information relating to its customers is kept safe from unauthorised access.

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. The Website Terms and Conditions apply to the website and all services offered on or through the website.

COPYRIGHT NOTICE

The contents of this website (including without limitation all articles, statements, text, images, logos, and design) **are ©2022 National HealthCare Group. All rights reserved.**

1. ABOUT THE GROUP

The National HealthCare Group is a legally registered Managed Care and Healthcare Administrator that provides healthcare services to low-income Employer groups, Insurers and the Medical-Aid industry. The Group is subject to various South African laws as a healthcare service provider and adheres to the ethical rules that protect the privacy and confidentiality of its member's personal information, namely the POPI Act.

Contact details of the Group:

Physical Address: Office 0302, Mill House, Boundary Terraces, Corner Campground and Mariendahl Lane, Newlands, 7700, Cape Town

Postal Address: PO Box 44331, Claremont, 7700

Telephone Number: 021 276 5600

Email address: compliance@nationalhealthcare.co.za

Website address: www.nationalhealthcare.co.za

2. INFORMATION OFFICER

Information Officer of the Group:

Name: Patrick Lubbe

Email: compliance@nationalhealthcare.co.za

Telephone: 0860 002 400

3. DEFINITION OF TERMS

- 3.1 “**Data subject**” refers to the person (e.g., member) or entity to whom the personal information relates.
- 3.2 “**Personal information**” has the meaning assigned to it in POPIA and refers to information relating to human beings and certain juristic persons. It includes information such as race, gender, pregnancy, age, health status and medical information, date of birth, identity number, contact details and confidential correspondence.
- 3.3 “**POPIA**” means the Protection of Personal Information Act (Act 4 of 2013) (“POPIA”).
- 3.4 “**We**” / “**us**” refers to National Health Group (NHG) also known as National Healthcare Group. This definition includes Enabledmed (Pty) Ltd, as the latter is a fully owned subsidiary of NHG.
- 3.5 “**Website**” means the internet website with the address www.nationalhealthcare.co.za or any website with a URL that is validly registered to the Group.
- 3.6 “**You**” / “**your**” means the user of the website and the services offered by the Group on or through the website.
- 3.7 “**Republic**” refers to the Republic of South Africa

4. PURPOSE OF THE WEBSITE

The main purpose of the website is to provide relevant information about the National HealthCare Group to various stakeholders regarding the healthcare services offered.

5. CONDITIONS OF ACCESS AND USE

- 5.1 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 the Group and any information accessed via the website.
- 5.2 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 National HealthCare Group. 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 the National HealthCare Group.
- 5.3 By using the website, you guarantee that you will not contravene the Terms and Conditions and additionally that you will not allow third parties on your behalf to

- 5.3.1 make and distribute copies of the website;
 - 5.3.2 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website; or
 - 5.3.3 create derivative works of the website of any kind whatsoever.
- 5.4 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 the Internet 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.
- 5.5 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.

6. DATA PROTECTION

- 6.1 The website may contain confidential information, which is the property of National HealthCare Group and/or its data subjects and/or its business partners. Unauthorised disclosure and/or use of this information may incur civil or criminal liability.
- 6.2 Any of your personal information which you supply to the Group when using the website will be used by the National HealthCare Group in accordance with its Privacy Policy and subject to legislation.
- 6.3 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.
- 6.4 All information that you provide to the National HealthCare Group may be stored electronically and with third-party service providers of the Group, which parties are bound by strict levels of confidentiality. These electronic records shall be proof of the information unless you can prove otherwise.
- 6.5 National HealthCare Group takes all reasonable steps to protect your personal information and maintain confidentiality, including by making use of encryption technology. However, the National HealthCare Group 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.

7. INTELLECTUAL PROPERTY

- 7.1 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 the Group or by the Group's licensors unless expressly stated otherwise.
- 7.2 You do not obtain any trademark, copyright, database or any other intellectual property right of any nature or licence by using the website.
- 7.3 You are not granted any license or right to use any trademark without the Group's prior written permission and/or that of any relevant third party.

8. COOKIES

- 8.1 The Group 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 the National HealthCare Group to improve its services and your experience when you use the website again.
- 8.2 The 'cookies' do not collect any personal information about you.
- 8.3 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.

9. BREACH

If you breach the Website Terms and Conditions, the National HealthCare Group shall have the right to claim damages of whatsoever nature from you, including special, incidental, consequential or indirect damages. In addition, the Group shall have the right to claim loss of profits and loss of business and to recover all legal costs on a scale as between attorney and own client from you.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

- 10.1 The National HealthCare Group tries to ensure that the most sophisticated technology protects the information on the website. However, the Group 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 the National HealthCare Group (compliance@nationalhealthcare.co.za) as soon as possible so that the problem can be addressed.

- 10.2 The website and all information, content, tools and materials are provided by the Group "as is" and on an "as available" basis without warranty of any kind.
- 10.3 The Group does not guarantee the operation of the website or the information content, tools or materials on the website.
- 10.4 While the Group 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 and completeness of information contained on the website.
- 10.5 The Group does not guarantee that the website and/or information, content, tools or materials included on the website, the Group's servers / systems or any electronic communications sent by it are free from viruses or other harmful components.
- 10.6 The views and opinions expressed on this website, links or attachments hereto do not necessarily reflect the views and/or opinions of the Group. Regardless of the vast professional knowledge and scientific expertise in the field of affordable quality healthcare that the Group possesses, it cannot inspect all information to determine the truthfulness, accuracy, reliability, completeness or relevance thereof.
- 10.7 Although the Group is fully committed to providing you with the best possible service, it shall not be responsible for:
 - 10.7.1 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 the Group, or
 - 10.7.2 any inaccurate, incomplete or inadequate information supplied by you and/or obtainable from the website.
- 10.8 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 medical advice. To the extent that clinical information may be provided on the website, it is based on best practice and/or current recommendations and guidelines, which may change from time to time. The information provided does not replace the advice of a registered health care practitioner. You should not discontinue any treatment you may be receiving on the basis of information reflected on this website without first consulting your health care

practitioner and you should seek professional advice should any symptoms you may be experiencing persist.

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

10.10 The Group, its business partners, employees, service providers 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 10, including but not limited -

10.10.1 your use of the website or any information, content, tools or materials included on or otherwise made available to you through the website;

10.10.2 any damage or alteration to your equipment, such as computer equipment, handheld devices or mobile telephones;

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

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

10.10.5 accessing any links to other websites from this website. You also acknowledge that the National HealthCare Group cannot control the content of or the products and services offered on those websites.

11. JURISDICTION

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

12. AMENDMENTS TO THE WEBSITE TERMS AND CONDITIONS

The Group 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 and Conditions. It is your responsibility to make sure you are satisfied with any changes before continuing to use the website.

13. FURTHER INFORMATION

If you have questions about these Website Terms and Conditions, please contact **+27 21 276 5600** or **compliance@nationalhealthcare.co.za**