



## Website Terms and Conditions

By using the website, you agree to be bound by these 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.

### 1. Definitions

- 1.1 “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 on the website.
- 1.2 “POPIA” means the Protection of Personal Information Act (Act 4 of 2013) (“POPIA”).
- 1.3 “Healthcare Navigator” refers to Healthcare Navigator CC, registration number 2002/032631/23, a close corporation registered under the laws of South Africa.
- 1.4 “Website” means the internet website with the address <https://healthcarenavigator.co.za/> or any website with a URL registered to Healthcare Navigator.
- 1.5 “Website Terms” means these Website Terms and Conditions.
- 1.6 “You” / “your” means the user of the website and the services offered by Healthcare Navigator on or through the website.

### 2. Purpose of the Website

The website primarily aims to provide the public with relevant information about Healthcare Navigator.

### 3. Conditions of Access and Use

- 3.1 To avoid any confusion, you agree that the Website Terms apply to your use of the website, any third-party website licensed to Healthcare Navigator and any information accessed via the website.
- 3.2 Materials from the website are for personal use only. Any copying or redistribution for commercial purposes or compensation requires prior written permission from Healthcare Navigator.

- 3.3 By using the website, you guarantee that you will not and you will not allow third parties on your behalf to:
- 3.3.1 make and distribute copies of the website,
  - 3.3.2 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website or
  - 3.3.3 create derivative works of the website of any kind whatsoever.
- 3.4 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. 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 to access and use the website.

#### **4. Information Protection**

- 4.1 The website may contain confidential information, which is the property of Healthcare Navigator. Unauthorised disclosure or use of this information may incur civil or criminal liability.
- 4.2 Healthcare Navigator will use any personal information you supply when using the website in accordance with its Privacy Policy (available on the Website and subject to the law).
- 4.3 You guarantee that all information you provide 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 you provide to Healthcare Navigator on or through the website will be stored electronically and with third-party service providers of Healthcare Navigator, which parties are bound by strict levels of confidentiality. These electronic records shall be proof of the information unless you can prove otherwise.
- 4.5 Healthcare Navigator takes all reasonable steps to protect your personal information and maintain confidentiality, including using encryption technology. However, Healthcare Navigator cannot guarantee the security or integrity of any information you transmit online, and you agree to do so at your own risk.

#### **5. Intellectual Property**

- 5.1 All trademarks, copyright, database and other intellectual property rights of any nature on 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 Healthcare Navigator or by Healthcare Navigator'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 Healthcare Navigator's prior

written permission or that of any relevant third party.

## **6. Breach**

- 6.1 You agree that the following actions shall constitute material breaches of the Website Terms:
- 6.1.1 transmitting material that violates, or could violate, intellectual property rights or the privacy of others,
  - 6.1.2 breaching the conditions of access to and use of materials on the website,
  - 6.1.3 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
  - 6.1.4 gathering information about others without obtaining prior written consent.
- 6.2 If you breach the Website Terms, Healthcare Navigator shall have the right to claim damages of any nature from you, including special, incidental, consequential or indirect damages. In addition, Healthcare Navigator shall have the right to claim loss of profits and loss of business and to recover all legal costs on the scale of attorney-and-own-client from you.

## **7. Disclaimers and Limitation of Liability**

- 7.1 Healthcare Navigator tries to ensure that the most sophisticated technology is used to protect the information on the website. However, Healthcare Navigator cannot be held responsible for any consequences resulting 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 occurred and this comes to your knowledge, please contact Healthcare Navigator at [esme@healthcarenavigator.co.za](mailto:esme@healthcarenavigator.co.za) as soon as possible to address the problem.
- 7.2 The website and all information, content, tools and materials are provided by Healthcare Navigator "as is" and on an "as available" basis without warranty of any kind.
- 7.3 Healthcare Navigator does not guarantee the website's operation or the information content, tools or materials.
- 7.4 While Healthcare Navigator makes every effort to ensure that the content and information on the website are complete, accurate and up to date, it makes no guarantee about the suitability of the products and services. It provides no representation or warranty, express or implied, regarding the accuracy, correctness and completeness of information on the website.
- 7.5 Healthcare Navigator does not guarantee that the website and information, content, tools or materials included on the website, Healthcare Navigator's servers/systems or any electronic communications it sends are free from viruses or other harmful components.
- 7.6 The views and opinions expressed on this website, links or attachments hereto do not necessarily reflect the views and opinions of Healthcare Navigator. Healthcare Navigator cannot inspect all information to determine its truthfulness, accuracy, reliability, completeness, or relevance.

- 7.7 Although Healthcare Navigator is fully committed to providing you with the best possible service, it shall not be responsible for:
- 7.7.1 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 Healthcare Navigator; or
  - 7.7.2 any inaccurate, incomplete or inadequate information supplied by you or obtainable from the website.
- 7.8 The website and all its components, including text, graphics, images, hyperlinks and other materials supplied by third parties, are for general educational purposes only and do not replace professional advice.
- 7.9 Healthcare Navigator, its members, employees, contractors, service providers and website contributors shall not be liable to you or any other person or entity. You agree to indemnify them against any claim for damages of any kind, including for direct, indirect, special, incidental, punitive and 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 these Website Terms, including but not limited to:
- 7.9.1 your use of the website or any information, content, tools or materials included on or otherwise made available to you through the website,
  - 7.9.2 any damage or alteration to your equipment, such as computer equipment, handheld devices or mobile telephones,
  - 7.9.3 any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed on the website,
  - 7.9.4 your actions or omissions that result in a breach of the Website Terms and
  - 7.9.5 accessing any links to other websites from this website. You also acknowledge that Healthcare Navigator cannot control those websites' content, products, and services.

## **8. International Users**

The website is hosted in South Africa. If you are accessing the website from any other region with laws or regulations governing the processing of personal data or information that differ from the laws of South Africa, you should note that through your continued use of the website, which is governed by South African law, Healthcare Navigator's Privacy Policy and these Website Terms, you are transferring personal data or information to South African territory.

## **9. Jurisdiction**

The laws of the Republic of South Africa shall govern these Website Terms, and the Website Terms shall be subject to the jurisdiction of the South African courts.

**10. Amendments to the Website Terms**

Healthcare Navigator may, in its sole discretion, amend the Website Terms from time to time without prior notice. The latest Website Terms on the website shall always take precedence over any other version of the Website Terms. You are responsible for ensuring you are satisfied with any changes to the Website Terms before using the website.

**11. Further Information**

If you have questions about these Website Terms, please email [esme@healthcarenavigator.co.za](mailto:esme@healthcarenavigator.co.za).