

TERMS AND CONDITIONS WITH USERS

Definitions

“The Platform” refers to the website located at www.cape2caspien.com

“Health Professionals” refers to a professional person with an appropriate qualification and registered with a professional body in the Republic of South Africa that renders a health related service by means of a virtual consultation or telephonic consultation.

“Cape 2 Caspian”“ refer we”, “us”, or “our”” refers to Cape 2 Caspian Telehealth (Pty) Ltd.

“HPCSA” refers to the Health Professions Council of South Africa.

“Users” refers individuals who access the platform and/or wish to engage with health professionals for a health related service by means of a virtual consultation.

“Services” refers to health related services rendered by health professionals to Users by means of a virtual consultation or a telephonic consultation.

“Terms” refers to the these terms and conditions.

“Personal Information” refers to users name ,surname, address, email, telephone number.

“SSL Certificate” refers to refers to a Secure Sockets Layer certificate.

Introduction

Cape 2 Caspian provides a Platform enabling users to connect and engage with health professionals to obtain healthcare services .By accessing and using the platform, you agree to be bound by these terms of use Terms and the Privacy Policy. If you do not wish to be bound by any of these Terms, you may not use the Platform or request Services from Health Professionals via the Platform.Health Professionals are therapists, medical doctors, dentists, physiotherapists, occupational therapists, allied health professionals and nurses. Services provided by Health Professionals are information and guidance, therapy, diagnosis and treatment.

The Platform does not provide healthcare services itself and takes no part in the Users diagnosis and/or treatment. By accessing or using The Platform you acknowledge that Healthcare Professionals are not employees, contractors, partners or agents of Cape 2 Caspian. Cape 2 Caspians responsibilities are limited to facilitating the availability of the platform.

Any arrangement between a User and a Healthcare Professional is solely between the User and Healthcare Professional. It is strictly and expressly not part of the User’s Terms with Cape 2 Caspian. Cape 2 Caspian has no control over the conduct of Healthcare Professionals and any of the Services rendered by them. Cape 2 Caspian disclaims all liability in this regard, as set out in these Terms.

Condition of use

By using the Platform, you expressly agree to the Terms. If you do not agree to all of the Terms then please do not continue to use the Platform

You must be 18 years of age or older to register, contact a Health Professional and utilize the Services. By registering and contacting a Health Professional you warrant that you are 18 years of age or older, and that you have the right, authority and capacity to use the Platform and the Services available through the Platform.

Cape 2 Caspian grants you the right to access the Platform and use the Services exclusively for your health related concerns as permitted under these Terms.

You agree that you will not :

- a) impersonate anyone
- b) violate any laws
- c) distribute viruses or other harmful computer codes through the Platform
- d) utilize the Platform in any manner that exceeds the scope of services detailed below
- e) use abusive language when communicating with healthcare professionals through the Platform

Online Registration

Each User is required to register before using the Platform. Patient information is required when registering on the Platform including name, surname, address, email , phone number. A database is recorded of all Users that utilized the Platform for statistical purposes, grievances, direct marketing, updates and assistance dispute resolution.

Healthcare Professional Consultations

The Healthcare Professionals who deliver services through Cape 2 Caspian are independent health professional practitioners with appropriate qualifications and registered with a professional body. Cape 2 Caspian is not involved in any advice, diagnosis and treatment given to Users by the Health Professionals. All Health Professionals are accountable for their professional conduct and Services rendered to Users. Cape 2 Caspian shall not be liable for the conduct and Services you obtain from Healthcare Professionals.

Users are able to search for a Health Professional on the Platform and they will be provided with a list of Health Professionals and their availability. Users are to request a consultation with the Healthcare Professional of their choice via electronic communication or telephone with a brief explanation of the nature of the health related issue. The Health Professional will thus first determine what the nature of the Users health related issue is and whether it is appropriate to proceed with a virtual consultation. The Health Professional will thus inform Users if it is appropriate to conduct a virtual consultation or whether a virtual consultation would be inappropriate and the User needs to consult a health professional for a face to face consultation and/or examination. If the Health Professionals determines it is appropriate to conduct a virtual consultation, the Health Professional will contact the User and render the health related service via telehealth.

The Health professionals are independent practitioners who are neither our employees nor agents nor representatives. The Platform's role is limited to connecting the User to the Health Professional. The services provided by the Health Professional remains his/her sole responsibility. If you feel the services provided by the Health Professional does not meet your needs or expectations, you may

change to a different Health Professional who provides services through the Platform or seek a Health Professional for face to face consultation and/or examination.

All Health Professionals are screened by Cape 2 Caspian , and registered with the Health Professions Council of South Africa or other appropriate professional body.

While we hope the Services are beneficial to you, you understand, agree and acknowledge that they may not be the appropriate solution for everyone's needs and that they may not be appropriate for every particular situation. You also acknowledge the Services may not be a substitute for a face-to-face consultation and/or examination. If appropriate, Healthcare Professionals may provide Users with prescriptions, medical certificates, referrals or other documentation to be sent to the User. Health Professionals may forward prescriptions to the pharmacy of their choice.

Accuracy of Information

Each User agrees to provide accurate, current and complete information during the registration as well as throughout the term of use of Platform by the User including during consultations with Healthcare Professionals. Users may not access the Platform or utilize the Services if any information provided to Cape 2 Caspian and/or the health Professional proves to be inaccurate, not current or incomplete.

Security of Information

To keep information secure and confidential, Cape 2 Caspian uses SSL Certificates. Further information on the security of personal information can be found in our Privacy Policy. Protecting and safeguarding any information you provide through the Platform is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy. BY AGREEING TO THIS TERMS AND/OR BY USING THE PLATFORM, YOU ARE ALSO AGREEING TO THE TERMS OF THE PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS TERMS. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS TERMS ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

Informed Consent

In order to receive Services via telehealth from Health Professionals,, the informed consent of the User must be obtained. It is the duty and responsibility of the Health Professional to obtain informed consent for telehealth consultations and for adhering to all regulations and guidelines with respect to informed consent of Users as detailed by the HPCSA. Users also have to provide consent for pharmacies to receive the electronic transmission of prescriptions.

Records

Cape 2 Caspian does not keep medical records of Users. All records are kept by the Health Professional that consulted the User in accordance with the guidelines of the professional body of the Health Professional. Cape 2 Caspian only retains Personal Information for purposes explained above. Cape 2 Caspian IS NOT INVOLVED in hosting of your electronic medical records

Indemnity and Limited Liability

Any interaction between the User and a Healthcare Professional is solely between the User and Healthcare Professional. It is strictly and expressly not part of the User's agreement with Cape 2 Caspian. You hereby indemnify Cape 2 Caspian from any liability that arises from the Services provided to you by Health Professionals.

You hereby undertake to indemnify and keep indemnified Cape 2 Caspian from and against any loss, damage, liability, claim or demand due to or arising out of your use of this platform or your breach of these terms and conditions of use.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED.

YOU ACKNOWLEDGE AND AGREE THAT CAPE 2 CASPIAN SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER AS A RESULT OF USING THIS PLATFORM AND SERVICES PROVIDED BY THE HEALTH PROFESSIONAL.

Cape 2 Caspian may modify, suspend or discontinue the Platform at any time with or without notice to you. While reasonable efforts are made to ensure the Platform's reliability and accessibility, we cannot however guarantee that access to the Platform will be uninterrupted or that it will always be accessible, prompt faultless or consistent .You acknowledge that we will not be liable for any modification, suspension or discontinue of the Platform and for any losses or damages that are caused as a result thereof.

By using our Platform Users agree that any liability that he or she may seek to obtain for actions or omissions of a Health Professional or other third party, will be limited to a claim against the Health Professional or other third party, who caused harm to him or her.

Cape 2 Caspian's will not be liable to Users for any damages or claims that may arise out of or in connection with the Platform, or the Services or the Terms herein.

Third Party Content

The Platform may contain other content, products or services which are offered or provided by third parties ("Third Party Content"), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. We have no responsibility for the creation of any such Third Party Content, including but not limited to any related products, services, practices, terms or policies, and we will not be liable for any damage or loss caused by any Third Party Content.

Scope of Services

While we hope the Services are beneficial to you, you understand, agree and acknowledge that they may not be the appropriate solution for everyone's needs and that they may not be appropriate for every particular situation and/or may not be a complete substitute for a face-to-face examination and/or care in every particular situation.

DO NOT USE THE PLATFORM FOR EMERGENCY HEALTHCARE NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY OR TRAUMA AS A RESULT OF ANY INJURY, CALL YOUR DOCTOR OR MEDICAL EMERGENCY SERVICES IMMEDIATELY.

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING HARMING YOURSELF OR OTHERS OR IF YOU FEEL THAT ANY OTHER PERSON MAY BE IN ANY DANGER YOU MUST IMMEDIATELY CALL YOUR THERAPIST OR EMERGENCY SERVICES AND SEEK IMMEDIATE ASSISTANCE FROM A HEALTH PROFESSIONAL.

THE PLATFORM IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THE HEALTH PROFESSIONALS CANNOT PROVIDE THE ASSISTANCE REQUIRED IN ANY OF THE AFOREMENTIONED CASES.

DO NOT DISREGARD, AVOID, OR DELAY IN OBTAINING IN-PERSON CARE FROM YOUR DOCTOR OR OTHER QUALIFIED PROFESSIONAL BECAUSE OF INFORMATION OR ADVICE YOU RECEIVED THROUGH HEALTH PROFESSIONALS ON THE PLATFORM.

IF YOU ARE IN DOUBT ABOUT THE SERIOUSNESS OF YOUR CONDITION, THE APPROPRIATENESS OR EFFECTIVENESS OF AN ONLINE CONSULTATION OR BELIEVE THAT YOU, OR ANYONE IS IN AN URGENT, DANGEROUS OR EMERGENCY SITUATION, YOU SHOULD NOT USE THE PLATFORM AND INSTEAD CONTACT YOUR LOCAL EMERGENCY SERVICES IMMEDIATELY OR SEEK ALTERNATIVE AND APPROPRIATE MEDICAL SERVICES.

THE PLATFORM IS IN NO WAY A REPLACEMENT FOR YOUR REGULAR MEDICAL DOCTOR OR HEALTHCARE PROVIDER. SHOULD YOUR SYMPTOM/S OR CONDITION DEGRADE, YOU AGREE TO CONTACT YOUR REGULAR DOCTOR IMMEDIATELY OR SEEK OTHER, APPROPRIATE AND IMMEDIATE HEALTHCARE ADVICE, OPINION AND/OR TREATMENT.

Payments

Health Professionals are remunerated from Users directly and Cape 2 Caspian is not involved in the remuneration process. Health Professionals may be remunerated by EFT, debit or credit card or by processing a claim from the Users medical aid. Cape 2 Caspian has no control over the fees charged per consultation by the Health Professional or the method of payment requested by the Health Professional. Any arrangement between a User and a Healthcare Professional with regards to payment is solely between the User and Healthcare Professional. It is strictly and expressly not part of the User's Terms with Cape 2 Caspian.

The User must not pay, or attempt to pay, for the Services through any fraudulent or unlawful means.

The Health Professionals pricing structure or payment methods may be amended from time to time at his/her sole discretion. After a pricing change, each User has the choice to continue using the Platform and request services from other Health Professional or to cease using the Platform and cease requesting Services from the Health Professional.

Disclaimer

The Platform SHOULD NOT be relied upon as a substitute for face to face consultation and/or examination by a Health Professional or for replacing any relationship with a Health Professional or replacing a relationship with a health professional who is well acquainted with your existing health issues.

While Cape 2 Caspian will endeavour to keep the information up to date and correct, Cape 2 Caspian makes no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images or Services on the Platform. The User hereby acknowledges that such information may contain errors or inaccuracies and Cape 2 Caspian expressly excludes any liability for such to errors or inaccuracies.

Users should never disregard professional medical advice or delay in seeking it because of Services provided by a Health Professional on this Platform.

DO NOT USE THE SITE FOR EMERGENCY HEALTHCARE NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY OR A PSYCHIATRIC EMERGENCY CALL YOUR DOCTOR OR EMERGENCY SERVICES IMMEDIATELY.

Recording

During the telehealth consultation, Cape 2 Caspian and/or the Health Professional may ask your permission for the telehealth consultation to be recorded. Users may not record the telehealth consultation without the permission of the Health Professional.

Communication

Cape 2 Caspian may need to send you information. You agree that we may send information to you by email or by text. If you do not agree to communications by email or text, please email or SMS us on the contact details provided on our website.

Changes to this Terms

These Terms together with the Privacy Policy represents the agreement between you and Cape 2 Caspian regarding the use of the Platform.

We may revise or supplement these Terms occasionally. Any revised version of these Terms will take effect after 7 (seven) of posting on the Platform. It remains the responsibility of the User to make sure that they are satisfied with any changes before using the Platform.

Sale of Cape 2 Caspian

In the event of a sale or merger Cape 2 Caspian will pass on personal information of Users to a third party provided that the third party agrees to adhere to the Terms that the User is familiar with herein. However, the User will accordingly notified thereof via an appropriate channel of communication. We can thereby transfer or assign these terms and /or obligations herein.

General

If any sentence or paragraph above is found to be void, unenforceable or invalid, then it shall be severed, leaving the remainder of the paragraph and Terms in full force and effect.

Any failure or delay to enforce any of our rights under these Terms does not constitute a waiver of our rights.

Any dispute arising from your use of the Service or in relation to the operation of these Terms will be governed by the laws of the Republic of South Africa. You agree by using the Platform to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with this Terms

The Platform may be accessed throughout South Africa and internationally and Cape 2 Caspian makes

no representation that the Platform complies with the laws of any country outside of South Africa. If a User accesses the Platform from outside South Africa, he/she does so at their own risk and are responsible for complying with the laws in the place where he/she accesses the Platform.

The headings in this agreement in relation to terms are solely for convenience purposes and cannot be applied for the interpretation for the terms.

If any provision herein is held to be illegal, invalid, unenforceable or contrary to any law the remaining provisions of this agreement will remain in force and effect.

In summary all clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this agreement.

Grievances and Dispute Resolution

Cape 2 Caspian encourages feedback from Users seeking to resolve complaints, concerns, and queries promptly and efficiently. Disputes between Users and Cape 2 Caspian will be addressed promptly, and Users are advised to contact us via email with any grievances. If there are any complaints from a User Cape 2 Caspian will aim to respond and provide a suitable solution within 21 days.

If there are any disputes between a User and Cape 2 Caspian, the User agrees to the following dispute resolution procedure:

1. The User must inform Cape 2 Caspian in writing, the nature of the dispute, what outcome the User requests and what action the User suggests will settle the dispute. The User and Cape 2 Caspian agree to meet in good faith to seek to resolve the dispute by agreement between them.
2. If a resolution cannot be agreed upon either the User
Cape 2 Caspian may refer the matter for arbitration and mediation.

Users agree that any liability that he or she may seek to obtain for actions or omissions of a Health Professional or other third party, will be limited to a claim against the Health Professional or other third party. Cape 2 Caspian advises Users to communicate directly with the relevant Healthcare Professional or third party to resolve any disputes.

Cape 2 Caspian should be notified of any disputes between Users and a Health Professional or third party via email. Cape 2 Caspian will within reasonable effort attempt to assist in any dispute resolution.

Termination

Cape 2 Caspian may discontinue the Platform at any time with or without notice to you.

Fraudulent Activities:

Users acknowledge and agree that in the event Cape 2 Caspian reasonably suspects that they are connected to fraudulent activities occurring within Platform and Services, Cape 2 Caspian reserves the right to immediately inform all Health Professionals, who provide Services to Users via this Platform . Furthermore Cape 2 Caspian also reserves the right to contact the relevant authorities and provide all necessary information to assist in legal proceedings and investigations. Cape 2 Caspian further reserves its right to inform users as well.

Force Majeure:

Cape 2 Caspian will not be liable for any delay or failure to perform its obligations under the Terms if

such delay is due to any circumstance beyond its reasonable control.

Notice:

Any notice in connection with any term herein will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be , which will be notified in writing to the other party.

Waiver:

Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by Cape 2 Caspian of any of the Terms shall be effective unless Cape 2 Caspian expressly states that it is a waiver and Cape 2 Caspian communicates it to the User in writing.

Assignment:

A User must not assign any rights and obligations under the Terms whether in whole or in part without Cape 2 Caspian's prior written consent.

Severability:

If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement:

The Terms and documents if applicable expressly referred to herein represent the entire agreement between Cape 2 Caspian and each User, and supersede any prior agreement, understanding or arrangement between Cape 2 Caspian and each User whether oral or in writing.

Contact

If you have any comments or questions regarding these Terms, please contact Dr. Mohamed at info.cape2caspiantelehealth@gmail.com or on 0727063857.

Address for notices:

Cape 2 Caspian Telehealth (Pty)Ltd.

86 Sussex Road

Wynberg

7800

Cape Town

