

PARTICIPANT TERMS AND CONDITIONS FOR THE STUDY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF clauses 2 (which sets out the purpose of this Study), 3 (which describes some of the risks that you assume by participating in this Study), 5 (which affirms the voluntary nature of your participation in this Study and your ability to withdraw at any time), 7.1.8 (which lists the services which will be provided and those which will not be provided to you as part of the Study), 10 (which sets out the amounts you will be liable to pay for being provided Services as part of the Study and in which you provide your authorisation for such amounts to be debited from your bank account) and 13 (which limits the liability of the persons who are undertaking, or participating in the undertaking of, this Study or providing Services to you). Notwithstanding this, you should read the below terms and conditions (which are binding as a legal contract) in their entirety and contact us if anything is unclear or requires further discussion. Your participation in the Study and purchasing of Services is on the terms of, and subject to the conditions set out in this Agreement.

1. **Title of Study**
Direct Primary Care in South Africa: A pilot study.
2. **Purpose of the Study**
 - 2.1 You are being asked to take part in a research study. As part of your participation, you will be required to purchase the Services from Epione, who will procure the delivery of the Services to you by qualified medical professionals and monitor and evaluate the relationship between you and such professionals, and your habits in purchasing the Services, as part of Epione's research ("**Study**").
 - 2.2 Before you decide to participate in this Study, it is important that you understand why the research is being done, what it will involve and what your rights and obligations in relation to the Study and the Services provided to you will be. Please read the following information carefully. Please contact Epione if there is anything that is not clear or if you need more information.
 - 2.3 The objectives of the study are to: (i) design direct primary care model for primary healthcare at the Epione Health Village Rosebank facility; (ii) develop an operational framework for a direct primary care model; and (iii) monitor the patient and provider costs of unlimited primary healthcare services.
 - 2.4 Epione has contracted with various healthcare professionals and third parties for the purposes of undertaking the Study and providing the Services to you. These professionals may be involved in providing the Services you as part of the Study or in rendering other services or assistance to Epione in the course of the Study.
3. **Risks of the Study**
There are no clinical or psychological risks for Participants in this Study.
4. **Benefits of the Study**
There will be no direct benefit to you, but your participation will help the assessment being done here to better understand facility management and you will be provided with the results of the research. You will not be reimbursed, or receive any incentives to participate.
5. **Your participation in the Study is voluntary**
 - 5.1 Your participation in this Study is voluntary. It is up to you to decide whether or not to take part in this Study. If you decide to take part in this Study, you are still free to withdraw at any time and without giving a reason or incurring any liability although the fees you have paid as at the date of withdrawing will not be refunded to you. Withdrawing from this Study will not affect the relationship you have, if any, with the Researchers.
 - 5.2 If you withdraw from the Study before data collection is completed, your data will not be returned to you or destroyed as such withdrawal forms part of the information which will be collected for the Study.
 - 5.3 You may decline to answer any or all questions posed to you in the course of the Study.
6. **IMPORTANT CONTACT INFORMATION**
If you have questions at any time about this Study, or you experience adverse effects as the result of participating in this Study, you may contact Epione whose contact information is provided in clause 16.8. If you have questions regarding your rights as a research participant, or if problems arise which you do not feel you can discuss with Epione, please contact the National Health Research Ethics Council at +27 (0)12 395-8113/8116 or nhrec@health.gov.za or the Pharma-Ethics Health Research Ethics Committee at +27 (087) 230 8460 or Melanie@pharma-ethics.co.za.
7. **Definitions and interpretation**
The following definitions and rules of interpretation apply in this Agreement.
 - 7.1 **Definitions**
 - 7.1.1 **Agreement:** the agreement between the Researcher and the Participant for the supply of Services as agreed in the manner described in clause 8.1, which shall be subject to the terms and conditions set out in this document.
 - 7.1.2 **Business Day:** a day, other than a Saturday, Sunday or public holiday in South Africa.
 - 7.1.3 **Epione:** Epione Health Villages Rosebank Proprietary Limited (registration number 2018/607107/07), a private company with limited liability registered in South Africa.
 - 7.1.4 **Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, trade secrets, trade marks and service marks, business names and domain names, rights in get-up and trade dress, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - 7.1.5 **Participant, you or your:** the person who participates in the Study by purchasing Services from Epione, and thereby agrees to be bound by the terms of this Agreement, whose details are set out on the first page of this document.
 - 7.1.6 **Researcher:** Epione, as well as its directors, management, employees, independent contractors or agents who are involved in delivering the Services or undertaking the Study and "**Researchers**" shall mean any combination of such persons.
 - 7.1.7 **Serious Adverse Event:** any serious adverse experience and not limited to any medical occurrence that, (i) may result in death; (ii) is life-threatening; (iii) requires inpatient hospitalisation or prolongation of existing hospitalisation; (iv) results in persistent or significant disability or incapacity; (v) is a congenital anomaly or birth defect; or (vi) is an important medical events that may not result in death, be life-threatening, or require hospitalisation but which may be considered a Serious Adverse Event when, based upon appropriate medical judgment, they may jeopardize the Participant and may require medical or surgical intervention to prevent one of the outcomes listed in this definition.
 - 7.1.8 **Services:** the services supplied by Epione to the Participant at the Sites, comprising primary healthcare services (comprising only in-person and/or virtual general practitioner (GP) consultations, mental health counselling and onwards referrals where appropriate, bi-annual primary health GP examinations, chronic disease management, Electrocardiography (ECG), point of care diagnostics, urgent care (being an illness or

- injury which requires urgent attention but is not life threatening), nursing services, coordinated specialist referral to our network of specialists and managed hospital admission, pathology labs and pharmacy coordination and 24/7 access to medical records via the epione.net app (subject to accepting the terms and conditions for using that app) but expressly excluding antenatal, obstetric care, emergency care, dental procedures, the provision of medicines and any other services not expressly included or listed in this definition of "Services".
- 7.1.9 **Site:** Epione Health Village Rosebank, the address of which appears at clause 16.8.2.
- 7.1.10 **Study:** has the meaning ascribed to it in clause 2.1
- 7.2 **Interpretation**
The Annexe forms part of this Agreement and any reference to this Agreement includes the Annexe. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
8. **Basis of contract**
- 8.1 A visit by the Participant to a Site for the purposes of obtaining Services constitutes an offer by the Participant to purchase Services in accordance with: (i) this Agreement; and (ii) Epione's privacy policy which is attached as Annexe A to these Conditions ("**Privacy Policy**"). The provisions of the Privacy Policy are hereby incorporated by reference into these Conditions and any reference to these "Conditions" shall include the provisions of the Privacy Policy which have been so incorporated by reference. To the extent allowed by law, the Participant's access to and/or use of the Services is deemed to mean that the Participant agrees to these Conditions and the Privacy Policy.
- 8.2 An offer pursuant to clause 8.1 shall only be deemed to be accepted when Epione agrees to provide the Services at which point and on which date an agreement for the supply of the Services shall come into existence which agreement shall be on the terms of this Agreement and terminate on 30 September 2023 ("**Agreement**"). Any visits subsequent to the first agreement by Epione to provide Services to the Participant shall be deemed to be further Services provided pursuant to the Agreement, which terms are set out in this document.
- 8.3 Any samples, drawings, descriptive matter or advertising issued by the Researcher, and any descriptions or illustrations contained in the Researcher's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Agreement, have any contractual force or be legally binding on the parties.
9. **Participant's obligations**
The Participant shall: (i) ensure that all information it provides to the Researcher is complete and accurate; (ii) co-operate with the Researcher in all matters relating to the Services and the Study; (iii) comply with the terms of this Agreement; and (iv) provide the Researcher with such information and materials as the Researcher may reasonably require to supply the Services or undertake the Study, and ensure that such information is complete and accurate in all material respects.
10. **Charges and payment**
- 10.1 No amount shall be paid by Epione to a Participant as part of the Study.
- 10.2 Subject to clause 10.4, the amount payable by the Participant to Epione for the Services shall be a fixed monthly sum of R500.00 (five hundred Rand) for main members and R300.00 per additional member per month for up to three dependents of the main member, payable monthly in advance on or before the first day of each month. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding.
- 10.3 The fees payable by the Participants include the cost of consumables used in the course providing the Services but do not include the cost of any additional consumables or any third party costs or services that may be incurred in providing the Services to the Participant ("**Additional Costs**"). Third party costs include but are not limited to laboratory testing, radiology diagnostic services or pharmaceutical products or levies. Third party services include the services provided by any specialists to whom a Participant may be referred. The Participant will be liable for paying any third party costs or services the Participant incurs as a result of using the Services.
- 10.4 Any Additional Costs (as defined or referred to in clause 10.3) incurred by the Participant shall be payable prior to such costs being incurred by the Participant or immediately upon presentation of an invoice to the Participant.
- 10.5 If the Participant fails to make a payment due to Epione under this Agreement by the due date, then, without limiting Epione's remedies under clause 14, the Participant shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.5 will accrue each day at the prime rate of interest plus a margin of 4%. The Participant shall also be liable to reimburse Epione any costs incurred by Epione in seeking to recover amounts due to Epione by the Participant pursuant to this Agreement.
- 10.6 The Participant hereby requests and authorizes Epione to draw against the Participant's bank account (the details of which appear on the first page of this document) (or any other bank or branch to which the Participant may transfer the Participant's account), the amount necessary for payment of the amounts due under this Agreement.
11. **Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services or the Study (other than Intellectual Property Rights in any materials provided by the Participant) shall be owned by Epione.
- 11.2 The Participant grants Epione a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Participant to a Researcher for the term of this Agreement for the purpose of providing the Services to the Participant or undertaking the Study.
12. **Data protection**
During the course of the Participant's interaction with the Researcher, whether in relation to the Services generally or the Study specifically, the Participant will be required to provide the Researcher with the Participant's personal information. By disclosing or submitting personal information to the Researcher, and where required by applicable law, the Participant consents to the Researcher collecting, processing and storing the Participant's personal information for the purposes and in the manner described in the Privacy Policy as set out in Annexe A.

13. **Limitation of liability: THE PARTICIPANT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 13.1 Subject to clause 13.3, the Researchers' cumulative total liability to the Participant resulting from the Study and/or the provision of the Services shall not exceed the amount of the fees actually paid by the Participant to Epione for the Services.
- 13.2 The caps on the Researchers' liabilities shall be reduced by: (i) payments in respect of a liability; (ii) amounts awarded against or agreed to be paid by the Researcher; and (iii) amounts awarded by a court or arbitrator, in respect of costs of proceedings or interest for late payment, pursuant to this Agreement.
- 13.3 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, and fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 13.3, the Researchers are not liable to the Participant for any loss of profits or indirect or consequential loss.
- 13.5 Unless the Participant notifies Epione that it intends to make a claim in respect of an event within the notice period, the Researchers shall have no liability for that event. The notice period for an event shall start on the day on which the Participant became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.6 This clause 13 shall survive termination of this Agreement.
14. **Termination**
- 14.1 Without affecting any other right or remedy available to it and without prejudice to the Participant's rights under clause 5, the Participant or Epione may terminate this Agreement by: (i) giving the other party one month's written notice; or (ii) with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 5 (five) days of that party being notified in writing to do so.
- 14.2 Without affecting any other right or remedy available to it, Epione may terminate the Participant's participation in the Study (or suspend the provision of Services to the Participant) with immediate effect by giving written notice to the Participant if: (i) the Participant fails to pay any amount due under this Agreement on the due date for payment; (ii) the Participant suffers a Serious Adverse Event or, in the reasonable opinion of Epione, is likely to suffer a Serious Adverse Event whether or not as a result of the Participant's continued participation in the Study; or (iii) the Study is terminated or suspended or Epione ceases all or some of its operations with the result that Epione is no longer able to continue with the Study and/or the provision of the Services.
15. **Consequences of termination**
- 15.1 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
- 15.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
16. **General**
- 16.1 **Force majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The party unable to perform its duties and obligations shall give written notice to the other party of such inability stating the reason/s in question in reasonable detail.
- 16.2 **Assignment and other dealings**
Epione may at any time cede, assign, transfer, subcontract, or deal in any other manner with any or all of its rights and obligations under this Agreement. The Participant shall not cede, assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Epione.
- 16.3 **Confidentiality**
- 16.3.1 Each party undertakes that it shall not any time during the subsistence of this Agreement, and for a period of two years after the termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.3.2.
- 16.3.2 Subject to the parties at all times complying with clause 12, Epione may disclose the Participant's confidential information: (i) to the Researcher, its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of providing the Services, carrying out Epione's obligations under this Agreement or undertaking the Study; and (ii) as may be required by law, the authorisations or consents pursuant to which this Study is being undertaken, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3.3 The parties record that Epione may be required to disclose information to the National Health Research Ethics Council, the Pharma-Ethics Health Research Ethics Committee, the Health Professions Council of South Africa and/or the Medicines Control Council and hereby consent to Epione doing so.
- 16.3.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement. Epione may use the Participant's information for any other purpose reasonably related to the Study and the provision of the Services, provided that Epione shall at all times comply with clause 12.
- 16.4 **Entire agreement**
- 16.4.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter that are not recorded herein.
- 16.4.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent

- misrepresentation based on any statement in this Agreement.
- 16.5 **Variation.** Except as set out in this Agreement, no variation, amendment or cancellation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Epione may amend any provisions of this Agreement (other than clauses 10 and 14 which may only be amended with the written consent of the Participant) by written notice to the Participant.
- 16.6 **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.7 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deleted under this clause 16.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.8 **Notices.** All notices to be given in terms of this Agreement will be given in writing and will be delivered by hand or sent by way of e-mail; and (i) if delivered by hand during business hours (being 09:00 to 17:00 (South African Standard Time), be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a Business Day will be presumed to have been received on the following Business Day; and (ii) if sent by e-mail during business hours, be presumed to have been received on the date of successful transmission of the e-mail. Any e-mail sent after business hours or on a day which is not a Business Day will be presumed to have been received on the following Business Day.
- 16.8.1 Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 16.8.
- 16.8.2 The Researchers chooses as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following address: Epione Health Village Rosebank, 91 20th Street, Parkhurst, Johannesburg, Gauteng, South Africa, 2193 or tamlyn@epioehv.com. All notices to the Researchers must be marked for the attention of Tamlyn Roman (EHVR Study Co-ordinator).
- 16.9 **Co-operation.** The Parties undertake to co-operate with each other and to do all such things as may be reasonably required of them in order to procure that this Agreement is implemented in accordance with a spirit of close co-operation and good faith.
- 16.10 **Governing law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of South Africa.
- 16.11 **Dispute resolution.** Any dispute relating to or arising from this Agreement shall be decided by arbitration in accordance with the commercial arbitration rules of the Arbitration Foundation of Southern Africa but without a right of appeal. The decision of the arbitrator shall be final and binding on the parties. The arbitration shall be held in Sandton, Johannesburg and shall be governed by the Arbitration Act, 1965. If any arbitrator's charges and any other costs have to be paid before that arbitrator has made an award in respect thereof, the parties shall pay such charges and costs in equal proportions pending any determination as to liability therefor by that arbitrator.
- 16.12 **Jurisdiction.** Each party irrevocably consents to the jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg for any proceedings arising out of or in connection with this Agreement and which are not subject to arbitration in terms of clause 16.11.

Annexe A

Privacy Policy

THIS EPIONE PLATFORM PRIVACY POLICY APPLIES TO HOW WE COLLECT, USE AND PROCESS YOUR INFORMATION WHEN YOU USE THE EPIONE PLATFORM. PLEASE READ THIS PRIVACY POLICY CAREFULLY. YOU CAN PRINT A COPY OF THIS PRIVACY POLICY FROM OUR WEBSITE AT www.epione.net

1. **Important Provisions**
If you are a consumer, as defined in the Consumer Protection Act 68 of 2008 ("**Consumer Protection Act**" or "**CPA**") we have a duty to point out certain important terms to you. The paragraphs which contain these important terms and reasons why they are important are set out below.
- 1.1 **Limitation of risk, legal responsibilities and liability.** Paragraphs 11, 14 and 18 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. As a result of these paragraphs, your rights and remedies against us and these other persons and entities are limited and excluded. These paragraphs also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer. These paragraphs state that you know and accept that the Internet is not absolutely secure and there is a risk that your Personal Information will not be secure when transmitting over the Internet.
- 1.2 **Assumption of risk, legal responsibilities and liability by you.** Paragraphs 14 and 18 are important because you take on risk, legal responsibilities and liability. As a result of these paragraphs, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these paragraphs. These paragraphs waive your rights, and as a result, we

- may not have to perform our duties and you may not become aware of information that you may need to protect yourself.
- 1.3 **Acknowledgements of fact by you.** Paragraphs 3, 8 and 9.2 are important because they each contain statements which are acknowledgements of fact by you. You will not be able to deny that the statements are true. We may take action against you and may have claims against you as a result of these statements. You will not be able to take any action against us if you suffer harm as a result of these statements.
2. **Introduction and scope**
- 2.1 EpioneNet Proprietary Limited and its affiliates ("**Epione**" or "**we**" or "**us**" or "**our**") makes available the epione.net platform (the "**Platform**") through which patients, such as you, as well as primary care clinicians (general practitioners, dentists and optometrists) ("**Practitioners**"), medical specialists ("**Specialists**"), healthcare facilities ("**Facilities**"), whom are registered to use the Platform, can schedule appointments, share patient case files and information, and obtain a holistic view of a patient's treatment, which information will all be made available on the Platform
- 2.2 (collectively, the "**Content**"). Please note that any information that you upload to the Platform will remain your property ("**Your Content**").
- 2.3 Epione strives to ensure that our use of Personal Information of users of the Platform is lawful, reasonable, and relevant to our business activities, with the ultimate goal of improving our offerings, the Platform and your experience.
- 2.4 This Epione Platform Privacy Policy (this "**Privacy Policy**") sets out what we will do with any Personal Information (defined in paragraph 3 below) we collect from or about you, or that you provide to us, when you use the Platform. Please read this Privacy Policy carefully to understand our views and practices regarding your Personal Information and how we will treat it.
3. **What is Personal Information?**
- 3.1 "**Personal Information**" refers to private information about an identifiable person, which includes your name and surname, contact details (e.g. your e-mail address), demographic information and employment details.
- 3.2 Other information which might be "**Personal Information**" may include:
- 3.2.1 "**Access Device and Access Device event information**": We may collect information such as your IP address, unique device identifier, the nature of the devices ("**Access Device**") which you use to install, download, access or use the Content and/or the Platform (e.g. a computer, tablet or smart phone, and which type thereof), the geographic location from which you installed, downloaded, accessed or used the Content and/or the Platform (i.e. the geographic location of your Access Device), hardware model and settings, operating system type and version, browser language, system activity, crashes;
- 3.2.2 "**identifying information**": We may collect information pertaining to your identity, including your national identity number and/or passport number, your e-mail address, physical address, telephone number, location information, online identifiers, medical aid membership details and any other particular assignment given to you by the Practitioner, Specialist and/or Facility;
- 3.2.3 "**correspondence**": We may process information pertaining to correspondence sent by you, or to you, that is implicitly or explicitly of a confidential nature, which may include correspondence between you and your Practitioner, Specialist and/or Facility;
- 3.2.4 "**log information**": When you install, download, access or use the Content and/or the Platform, we may automatically collect and store certain information in server logs (i.e. our web servers automatically record and maintain a log of your activities), which may include your "activity information", such as details of how, when and for how long you accessed the Platform, your payment history, what features you utilised, the Practitioners, Specialists and/or Facilities that you searched for or that reviewed Your Content; what Content you accessed, the amount of Content viewed, the frequency that you viewed Content, the order or sequence in which you viewed Content, and the amount of time spent on the specific Content. We may also combine the log information with other information to flag abnormal activities.
- 3.2.5 "**location information**": We may use various technologies to determine your actual location, such as geographical data from your Access Device (which is usually based on the IP location); and
- 3.2.6 "**unique application numbers**": Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to us and our service providers when you install or uninstall such a service or when that service periodically contacts our servers, such as for automatic updates.
4. **You consent to the Processing of your Personal Information on the terms and conditions set out in this Privacy Policy**
- 4.1 When a person ("**user**", "**you**", or "**your**") installs, downloads, accesses and/or uses the Platform or any of Content that we make available on the Platform or procures services from Epione, you are also agreeing to this Privacy Policy. If you do not agree to this Privacy Policy, you must not, and you are not allowed, to install, download, access or use the Platform or the Content or make use of the services provided by Epione.
- 4.2 By agreeing to this Privacy Policy, you provide us with your express consent and agreement that we may collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, analyse, use and share your Personal Information in the ways set out in this Privacy Policy. When we do one or more of these actions with your Personal Information, we are "**Processing**" your Personal Information.
- 4.3 By using the Platform, you expressly consent to Practitioners and Specialists (with whom you consult) and who are also registered to use this Platform, uploading Content, including medical information, to the Platform and sharing the Content and Your Content as contemplated in the Terms of Use and/or the Informed Consent Form or Participant Terms and Conditions and this Privacy Policy.
5. **When will we Process your Personal Information?**
In addition to paragraph 6 below, Personal Information may be Processed by us in several ways, including, when:

- 5.1 you access, use, install and/or download the Platform or the Content on your Access Device;
- 5.2 you register to use the Platform;
- 5.3 a Practitioner, Specialist and/or Facility accesses your Personal Information;
- 5.4 you access, browse or make use of the Platform or the Content;
- 5.5 you submit your Personal Information to us for any other reason; and
- 5.6 you contact us, by email or telephonically, with any queries or by posting a question through the Platform.
- 6. How we collect your Personal Information**
- 6.1 We collect your Personal Information in three ways, namely:**
- 6.1.1 actively from you;
- 6.1.2 passively from your Access Device when you access and/or use the Platform; and
- 6.1.3 from third parties, including your Practitioner, Specialist and/or Facility.
- 6.2 Active collection from you**
- 6.2.1 We may require you to submit certain information in order for you to register to use the Platform or when you communicate directly with us, for example via e-mail, feedback forms, site comments and forums.
- 6.2.2 If you contact us, we may keep a record of that correspondence.
- 6.2.3 The information we may actively collect from you may include your:
- 6.2.3.1 identifying information (e.g. your name, surname, employment information);
- 6.2.3.2 contact details (e.g. e-mail address);
- 6.2.3.3 correspondence;
- 6.2.3.4 information pertaining to your health status and medical history; and
- 6.2.3.5 any other information that we may request from you from time to time.
- 6.3 Passive collection from your Access Device**
- 6.3.1 We passively collect some of your Personal Information from the Access Device which you use to access and navigate through the Platform and/or the Content, using various technological means, for instance, using server logs to collect and maintain log information. We also passively collect information relating to how you use the services provided by Epione.
- 6.3.2 The information which we may passively collect from your Access Device may include your identifying information, contact details, Access Device and Access Device event information, activity information, log information, location information, unique application numbers, and any other information which you permit us, from time to time, to passively collect from your Access Device. The information we may collect regarding your use of the services is primarily behavioural in nature (eg frequency of visits and types of services used).
- 6.4 Collection from third parties**
- 6.4.1 We may collect some of your Personal Information from third parties registered to and using the Platform, including your Practitioner, Specialist and/or Facility,
- 6.4.2 The information that we may collect from a third party includes:
- 6.4.2.1 your identifying information;
- 6.4.2.2 correspondence;
- 6.4.2.3 your medical information; and
- 6.4.2.4 any other information that we may request about you from the third party from time to time that is relevant to the Platform, your procurement of services from us and our agreement with you.
- 6.4.3 By accepting the Terms of Use and/or the Participant Terms and Conditions, and the provisions of this Policy, you hereby consent to us collecting your Personal Information from a third party.
- 7. How we use your Personal Information**
- 7.1 We use the information we collect to provide, maintain, and improve our services, the Platform and the Content, to develop new services, and to protect us, our services and our users. We also wish to improve our users' experience, and so we also use the information we collect for this purpose.
- 7.2 We may also use your Personal Information:
- 7.2.1 to retain and make information and the Content available to you on the Platform;
- 7.2.2 to create your user account and allow use of the Platform;
- 7.2.3 to identify participating Practitioners, Specialists and Facilities that may offer services to you;
- 7.2.4 to enable participating Practitioners, Specialists and/or Facilities to view and share information about you, including medical information and your medical history;
- 7.2.5 maintain and update our customer, or potential customer, databases, as well as our databases of Practitioners, Specialists and/or Facilities;
- 7.2.6 to establish and verify your identity on the Platform;
- 7.2.7 diagnose and deal with technical issues and customer support queries and other user queries;
- 7.2.8 operate, administer, maintain, secure and develop the Platform and the performance and functionality of the Platform;
- 7.2.9 detect, prevent or deal with actual or alleged fraud, security or the abuse, misuse or unauthorised use of the Platform and/or the Content, as well as any contravention of this Privacy Policy, the Participant Terms and Conditions or the Terms of Use that applies to the Platform;
- 7.2.10 communicate with you and keep a record of our communications with you and your communications with us;
- 7.2.11 inform you about any changes to the Platform, the Platform Terms of Use, the Participant Terms and Conditions, this Privacy Policy or other changes which are relevant to you;
- 7.2.12 to create user profiles and to analyse and compare how you and other users make use of the Platform and the Content and which Content you and other users make use of, including (without limitation) habits, click-patterns, preferences, frequency and times of use, trends and demographics;
- 7.2.13 to analyse and compare the kinds of Access Devices that you and other users make use of and where you are using them; and
- 7.2.14 for other purposes relevant to our business activities, provided they are lawful.
- 8. What is Special Personal Information?**
- 8.1 Special categories of particularly sensitive personal information, such as information about your health, racial or ethnic origin, sexual orientation, religious beliefs, political opinions, biometric information and trade union membership, require higher levels of protection.
- 8.2 When processing your health information, this may include information concerning your appointments

- with Practitioners, your referrals to Specialists; your patient case files and information (including medical test results and medication prescribed to you by the Practitioners and Specialists), including consultation notes of Practitioners and Specialists and your treatment at Facilities.
- 8.3 The categories of information at clause 8.1 are called Special Personal Information. Reference to Personal Information in this Privacy Policy includes Special Personal Information. We may Process your Special Personal Information in the following circumstances:
- 8.3.1 In order to provide services to you;
- 8.3.2 Where we need to carry out our legal obligations or exercise rights in connection with our services.
- 8.3.3 Where applicable laws, including data protection laws, allow or require us to do so.
- 8.3.4 Where it is necessary to protect you or another person from harm.
- 8.4 Less commonly, we may Process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

To the extent required by law, you consent to us processing your Special Personal Information in accordance with the terms of this Privacy Policy.

Patient signature:.....

9. **Information of Children**
When providing the services (or undertaking research into your use of the services), may also Process the Personal Information of a child (being a person under the age of 18). By signing in space below, You confirm that You:
- 9.1 **are a person who is legally competent to consent to any action or decision being taken in respect of a child;**
- 9.2 **confirm that the child has not objected to making use of our services (or undertaking research into your use of the services); and**
- 9.3 **consent to our Processing the child's Personal Information in accordance with the terms of this Privacy Policy.**

Patient signature:.....

10. **Compulsory information and consequences of not sharing with us**
 Only your identifying information constitutes compulsory information. Device and Device event information, log information and unique application numbers, as detailed in paragraph 6.3.2 above, are automatically collected. If you do not provide us with the compulsory information, you will not be able to create an account on the Platform. All other information is optional. However, if you do not agree to share the remaining information with us, then you will not be able to make full use of the features that are offered to users of the Platform and may not be able to obtain services from us.
11. **Sharing of your Personal Information**
- 11.1 We will not intentionally disclose, for commercial gain or otherwise, your Personal Information other than as set out in this Privacy Policy, the Participant Terms and Conditions, the Platform Terms of Use or with your permission.

- 11.2 You agree that your Personal Information may be shared under the following circumstances:
- 11.2.1 to our agents, advisers, service providers and suppliers which have agreed to be bound by this Privacy Policy (or terms that are similar to those set out in this Privacy Policy);
- 11.2.2 to Practitioners, Specialists and/or Facilities;
- 11.2.3 to our employees, suppliers, service providers and agents if and to the extent that they need to know that information in order to process it for us and/or to provide services for or to us, such as hosting, development and administration, technical support and other support services relating to the Platform or the Content. We will authorise any information processing done by a third party on our behalf, amongst other things by entering into written agreements with those third parties governing our relationship with them and containing confidentiality and non-disclosure provisions;
- 11.2.4 in order to enforce or apply the Platform Terms of Use, this Privacy Policy or any other contract between you and us;
- 11.2.5 in order to protect our rights, property or safety or that of our customers, employees, contractors, suppliers, service providers, agents and any other third party;
- 11.2.6 in order to mitigate any actual or reasonably perceived risk to us, our customers, employees, contractors, agents or any other third party;
- 11.2.7 to governmental agencies, exchanges and other regulatory or self-regulatory bodies if we are required to do so by law or if we reasonably believe that such action is necessary to:
- 11.2.7.1 comply with the law or with any legal process;
- 11.2.7.2 protect and defend the rights, property or safety of Epione, or our customers, employees, contractors, suppliers, service providers, agents or any third party (including Practitioners, Specialists and Facilities, as the case may be);
- 11.2.7.3 detect, prevent or deal with actual or alleged fraud, security or technical issues or the abuse, misuse or unauthorised use of the Platform and/or contravention of this Privacy Policy; and/or
- 11.2.7.4 protect the rights, property or safety of members of the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we may proactively disclose such information to the appropriate regulatory bodies and/or commercial entities).
12. **Storage and transfer of your Personal Information**
- 12.1 We store your Personal Information on our servers or those of our service providers.
- 12.2 We reserve the right to transfer to and/or store your Personal Information on servers in a jurisdiction other than where it was collected or outside of South Africa, and such jurisdiction may not have comparable data protection legislation.
- 12.3 If the location that Personal Information is transferred to or stored does not have substantially similar laws which provide for the protection of Personal Information, we will take reasonably practicable steps to ensure that your Personal Information is adequately protected in that jurisdiction.
13. **Security**
- 13.1 We take reasonable technical and organisational measures to secure the integrity of retained

- information, using accepted technological standards to prevent unauthorised access to or disclosure of your Personal Information, and protect your Personal Information from misuse, loss, alteration or destruction.
- 13.2 From time to time, we review our information collection, storage and processing practices, including physical security measures, to keep up to date with good practice.
- 13.3 Even by taking the above measures when Processing Personal Information, we do not guarantee that your Personal Information is 100% secure.
14. **Retention of your Personal Information**
We may keep and Process some or all of your Personal Information if and for as long as:
- 14.1 we are required or permitted by law or a contract with you to keep it;
- 14.2 we reasonably need it for lawful purposes related to our functions and activities;
- 14.3 we reasonably need it for evidentiary purposes; or
- 14.4 you agree to us keeping it for a specified further period.
15. **Keeping your Personal Information updated and correct**
- 15.1 Where required by law, we take reasonable steps to ensure that your Personal Information is accurate, complete, not misleading, and up to date.
- 15.2 You must let us know if any information we have about you is incorrect, incomplete, misleading or out of date, by notifying us at the contact details set out in paragraph 21 below.
16. **You give up your rights**
- 16.1 You agree that where the law requires us to make you aware of something (to inform or notify you) or to do something else, we do not have to do this. This only applies as far as the law allows this.
- 16.2 For example, sometimes the law says that we have a duty to make you aware of some information or other matters, unless you agree that we do not need to do these things (this is called a waiver of rights). Because you agree to this, we will not have this duty anymore and will not need to make you aware of the information or other matters.
17. **Changes to this Privacy Policy**
- 17.1 We may, at any time, change this Privacy Policy and will take reasonably practical steps to inform you of the changes. Without limiting the ways we may inform you, we may inform you either by sending you an e-mail (if you give us your e-mail address when you register to use the Platform), or by placing a notification on the Platform or at our Facility.
- 17.2 If you do not agree to the changes to this Privacy Policy, you must end your use of the Platform in the way set out in the Platform Terms of Use or your participation in the study as set out in the Participant Terms and Conditions, as the case may be.
18. **Direct marketing**
- 18.1 When you register to use the Platform, you agree to receive marketing communications from us.
- 18.2 You may refuse to accept, require us to discontinue, or pre-emptively block any approach or communications from us if that approach or communication is primarily for the purpose of direct marketing ("**direct marketing communications**").
- 18.3 You may opt out of receiving direct marketing communications from us at any time by requesting us (in the manner set out in the communication or by contacting us at the contact details set out in paragraph 21) to desist from initiating any direct marketing to you. If you wish to opt out of receiving direct marketing communications which are sent to you through the Platform, then you will need to end your use of the Platform and the Content or your participation in the study or use of our services, as the case may be.
- 18.4 If you have opted out, we may send you written (which may include electronic writing) confirmation of receipt of your opt out request, and not send you any further direct marketing communications.
19. **Third party sites**
- 19.1 This Privacy Policy does not apply to other parties' websites, products or services, such as websites linked to, from or advertised on the Platform, or sites which link to or advertise the Platform. We are not responsible for the privacy practices of such third party websites.
- 19.2 We advise you to read the privacy policy of each third party website and determine if you agree to the privacy practices and policies of such third party websites.
20. **Consumer Protection Act and Protection of Personal Information Act**
- 20.1 If any part of this Privacy Policy is regulated by or subject to the Consumer Protection Act or the Protection of Personal Information Act, No. 4 of 2013 ("**POPI**"), it is not intended that any part of this Privacy Policy contravenes any provision of the CPA or POPI. Therefore all provisions of this Privacy Policy must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA and POPI are complied with.
- 20.2 No provision of this Privacy Policy (or any contract governed by this Privacy Policy):
- 20.2.1 does or purports to limit or exempt us or any person or entity from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
- 20.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
- 20.2.3 limits or excludes any warranties or obligations which are implied into this Privacy Policy (or any contract governed by this Privacy Policy) by the CPA or POPI (to the extent they are applicable) or which we give under the CPA or POPI (to the extent they are applicable), to the extent that the law does not allow them to be limited or excluded.
21. **Governing law**
- 21.1 South African law applies to this Privacy Policy.
- 21.2 If any provision of this Privacy Policy is judged to be illegal, void or unenforceable due to applicable law or by order of a dispute resolution forum of competent jurisdiction it shall be deemed deleted and the continuation in full force and effect of the remainder of the provisions will not be prejudiced.
22. **Queries and Contact details**
If you have questions about our Privacy Policy or wish to contact us, please contact us at info@epione.net