



## **PATIENT TERMS AND CONDITIONS** *Version: v1.0 20221114*

We wish you a warm welcome! To participate in the Liberty Diabetes Management Program, you must explicitly agree to the following Terms and Conditions. *See the Highlights for key points to note.*

**To confirm your participation in the program, you must confirm that you understand how the program works, and give us your consent to participate and your acceptance of these terms and conditions with an explicit "yes" or "no" message response.**

We welcome any questions or concerns you may have. Please raise them by replying to our messages or when you chat with our agent. Alternatively, reach us on the details provided at the bottom of each page.

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### **Highlights**

- A. You are eligible for the Liberty diabetes management program because you have an active policy with Liberty. The program is paid for by Liberty, and no separate payment is required from you.
- B. Our Services are available to individuals who are over the age of 18 and diagnosed with Type 2 diabetes, or who suspect they may have diabetes and make use of our screening service. If you are female and are pregnant at any stage, please notify us so we can tailor our input to you during your pregnancy.
- C. The Program has a range of options, all of which require participation from you:
  - a. If you do not have a diabetes diagnosis, screening provides up to two tele-coaching sessions with a diabetes coach.
  - b. If you do have a diabetes diagnosis, proactive outreach provides ongoing contact to you that is personalised in response to your data.
  - c. Alternatively, if you have a diagnosis and meet certain criteria, coaching provides ongoing tele-coaching with a diabetes coach, coupled with proactive outreach.
- D. To switch from one service to another, notify Guidepost in writing at any time.
- E. The hotline is available to you 24 7 for urgent queries concerning your diabetes. You should contact your doctor or hospital for medical emergencies.
- F. We'll be storing and processing your information in compliance with all of South Africa's laws that protect your data.
- G. We may request information about you from other healthcare providers and administrators for the purpose of better understanding your clinical situation and needs. The information we request will be limited to claims, lab results and diagnoses.
- H. We will use your information to help you better understand your condition and make decisions to improve your health.
- I. Our Coaches don't know everything there is to know about you, as you will be focused on diabetes in your interactions. When we make a suggestion, you need to decide if that suggestion will work for you in your situation before you take action. You remain the decision maker about whether to take those actions. Your health and your outcomes are ultimately in your hands. If you're not sure about anything, you must discuss it with your doctor.

- J. We will send notifications and reports to your nominated doctor so that they can keep track of your progress. You can instruct us not to by sending an email or message to Guidepost.
  - K. We will also send information on your progress back to back to Liberty for their analysis and further action.
  - L. We may use your anonymised data for medical education, publication, evaluation and improvement of our services.
  - M. We will not share your personal data with anyone else unless we first ask you and get your permission.
  - N. You can cancel your membership at any time by letting us know in writing.
  - O. Those are the most important things to know about taking part in the Program. I will send you a message directly after our call with a link to a copy of the Terms and Conditions on our website. By joining the Program you agree to those terms and conditions.
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## 1. IMPORTANT NOTICES

- 1.1. Sancreed (Pty) Ltd provides the Services listed in this Agreement, under the brand "Guidepost". Guidepost provides coaching to persons living with chronic illnesses, specifically diabetes.
- 1.2. This Agreement contains the terms and conditions on which Guidepost provides the Services to Members.
- 1.3. This Agreement constitutes a new Agreement between you and Guidepost that relates to the Services and replaces any and all previous Agreements or Terms and Conditions that might have been in place.
- 1.4. **Your attention is drawn to Sections 4.8, 4.9 and 5 regarding your assumption of risk and liability and indemnification of Guidepost.**
- 1.5. The terms and conditions of this Agreement are always available from the Guidepost Website. We will notify you via one or more Channels of material changes to the terms and conditions.

## 2. DEFINITIONS

- 2.1. In this Agreement certain words and phrases appearing in Title Case are given particular meanings. These words and phrases and the meanings they are intended to have are recorded below:
- 2.2. "Agreement Start Date" means the date at which the Guidepost Terms and Conditions were first agreed to by you with Guidepost, either in writing, by message response or via recorded verbal consent;
- 2.3. "Agreement" means these Terms and Conditions together with all schedules and documents attached to these terms and conditions, as well as all amendments that may be made to these terms and conditions from time to time;

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- 2.4. "Channels" means any physical or electronic medium for exchanging information including but not limited to face-to-face meeting, telephone, SMS, electronic messaging, video, website, email and internet discussion forums;
- 2.5. "Guidepost Website" means the web pages available from [www.guidepost.net](http://www.guidepost.net);
- 2.6. "Liberty" means Liberty Group Limited, a Licensed Life Insurer and an Authorised Financial Services Provider (Licence no 2409), of which the Members are clients;
- 2.7. "Member" means the natural Person who has been nominated by Liberty to receive the Services and has been granted access to the Services by Guidepost;
- 2.8. "Services" shall mean the provision of educational content and related data by Guidepost via Channels as more fully defined in Section 4;
- 2.9. "Services Start Date" means the day on which you first use the Services;
- 2.10. "you" and "your" means the Member;
- 2.11. "we", "our" and "us" means Guidepost;
- 2.12. "Guidepost" means Sancreed (Pty) Ltd, a private company with registration number 2012/097434/07, and/or its employees, directors, agents, contractors, sub-contractors and appointed service providers.

### **3. DURATION AND TERMINATION**

- 3.1. You have been nominated to receive the Services by Liberty. Your access to the Services is funded by Liberty and the services are available to you for as long as you have an active policy. No separate payment is required from you.
- 3.2. This Agreement will start on the Services Start Date and will continue subject to any changes to this Agreement.
- 3.3. You can cancel your membership at any time with immediate effect by notifying Guidepost in writing.
- 3.4. Liberty and/or Guidepost has the right to terminate the Services and this Agreement at any time on reasonable notice to you via the Channels.
- 3.5. Guidepost has the right to terminate this Agreement immediately, in case of breach by you of any of the terms of this Agreement, abuse and / or misuse of the Services or Guidepost, or should you provide inaccurate or falsified information to Guidepost.
- 3.6. By using the Services, you represent and warrant to Guidepost that you have carefully read this Agreement.

### **4. SERVICES**

- 4.1. The Program has a range of options, all of which require participation from you.
  - 4.1.1. Screening provides up to two tele-coaching sessions with a diabetes coach with contact to you via all channels for a maximum duration of two (2) months.

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- 4.1.2. Proactive outreach provides ongoing contact to you that is personalised in response to your data for a maximum duration of six (6) months.
- 4.1.3. Coaching is offered to those who meet a set of criteria, and provides ongoing tele-coaching with a diabetes coach, coupled with proactive outreach, for a maximum duration of six (6) months.
- 4.2. To switch from coaching, with proactive outreach, to proactive outreach only, notify Guidepost in writing at any time.
- 4.3. As part of the Services, you may receive calls, emails and messages via SMS and/or WhatsApp and be required to respond using similar communications. Guidepost may also schedule appointments with you for telephonic coaching with a diabetes Coach. You agree to receive these messages and can opt-out at any time.
- 4.4. Guidepost will gather various health-related and demographic data from you at various intervals. Using an analysis of that data, Guidepost may enter into a discussion with you using various Channels in order to assist you in understanding that data and provide you with further information regarding your health (a "coaching session"). Guidepost may highlight various health guidelines and health condition-related educational information specific to your situation. Any additional services available to you are described on the Guidepost Website.
- 4.5. The Services are provided with the purpose of assisting people achieve their health goals through healthy lifestyle choices and behaviour, which may include changes to diet or level of physical activity. The Services require your active engagement and participation. You should consult with your healthcare provider and keep your healthcare provider informed about your use of the Services.
- 4.6. You understand that, despite your efforts or our efforts, individual Members' results will vary for a variety of reasons and Guidepost cannot guarantee that you will achieve your health goals.
- 4.7. Notwithstanding the high level of skills, training, professional qualifications and expertise, the Services are not intended nor suited to be a replacement or substitute for professional medical advice, diagnosis or treatment relative to a specific medical question or condition. As such, unless otherwise clearly and specifically stated, all information obtained through use of the Services is for reference, informational and educational purposes only.
- 4.8. You remain the decision maker for any actions you take based on Services provided to you by Guidepost. Any actions you take based on information provided to you by Guidepost are entirely at your own risk. It is your obligation to discuss all uncertainties and questions that you may have with your doctor. The information provided to you by Guidepost should not be taken in isolation.**
- 4.9. The Services should not be construed, considered and/or mistaken for a substitute for consulting with a medical practitioner; and/or**
- **do not constitute a consultation, examination and/or diagnosis; and/or**
  - **do not render treatment; and/or**
  - **do not bring about a doctor-patient relationship,**
  - **and, as such, the Services and Guidepost must not be mistaken for a medical practice.**
- 4.10. Guidepost reserves the right to and will, at all times, in its sole and absolute discretion, from time to time vary, change, add to and/or withdraw any of the Services, subject at all times to it honouring its obligations hereunder.

- 4.11. The nature, content, features and pricing of the Services that you are subscribing for are always available from the Guidepost Website. We will notify you via one or more Channels of material updates to these Terms and Conditions.
- 4.12. Guidepost will only call you on South African phone numbers and will not call you if you are using an international phone number.
- 4.13. Our Services are available to individuals who are over the age of 18 and diagnosed with Type 2 diabetes, or who suspect they may have diabetes and make use of our screening service.
- 4.14. Should you be pregnant at any stage please notify us so we can tailor our input to you during your pregnancy.
- 4.15. The Services are not to be used in an emergency. In an emergency you must contact your doctor.
- 4.16. You can find further information and terms & conditions of participation by contacting us on the details provided at the bottom of each page.

## **5. INDEMNIFICATION**

- 5.1. You agree to indemnify and hold Guidepost harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Service.**
- 5.2. You indemnify and hold Guidepost harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by Guidepost, which arises directly or indirectly out of a breach of the terms of this Agreement by you or by your use of the Services, other than in respect of losses caused by the gross negligence or intentional misconduct of Guidepost.**

## **6. FORCE MAJEURE**

- 6.1. Without affecting the generality of 5.1 above, Guidepost shall not be liable to you for any breach of this Agreement or failure on Guidepost's part to perform any obligations as a result of any technical problems, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the control of Guidepost.
- 6.2. If we are unable to provide the Services due to interruptions as specified in 6.1, we will attempt to remedy the situation at the earliest possible time.

## **7. DATA MANAGEMENT**

- 7.1. By using the Services, you give consent to Guidepost to use the information you share with us, or that you have agreed we may obtain from your other sources such as those listed in Section 4.5, in order to render the Services.
- 7.2. Guidepost will store the information about you that directly relates to the Services we render, such as demographic- and health information that you have provided to us, communications from us, and notes from discussions between you and Guidepost. We will never share the personal details or notes made about you, or what you disclose to us, to any other person or entity.

- 7.3. In order to help us render the Services, you have to provide information to us that is accurate. Any wrong or falsification of data could affect the Services we render to you, including the information we share with you. If this becomes an issue, Guidepost may terminate this Agreement. Guidepost is not liable for any damages resulting from any false data provided by you.
- 7.4. On your request, Guidepost may share the information it holds on you with other parties that you nominate including but not limited to your doctor, a pharmacy or other healthcare professionals.
- 7.5. Guidepost may send reports to the healthcare professional that you nominate. These reports may include diabetes-details of the discussions between you and Guidepost and your blood test results. If there is any information you would not want us to share with your doctor, please notify Guidepost in writing.
- 7.6. Guidepost may send reports to your medical scheme that contain diabetes-details and your blood test results. If there is any information you would not want us to share with your medical scheme, please notify Guidepost in writing.
- 7.7. To better understand your clinical situation and needs, we may exchange information about you with other healthcare providers and administrators. The data we exchange will include personally identifiable information and might include, but is not limited to, medication claims, lab results and diagnoses. We will use this information to tailor our services to better serve you.
- 7.8. To show the impact of the Guidepost programme to any parties who may be interested in these types of programmes, we will only share collated, aggregated and anonymised information on the programme aspects and its achievements. No individual person, or group of persons would be identifiable from such data.
- 7.9. You have the right to access your data and update your data by contacting Guidepost.
- 7.10. Guidepost will not share your personally identifiable information with any party unless required to by law. We will only share information with your express and explicit consent to such sharing of information, either in writing or verbal recording.
- 7.11. Your data may be securely stored in a location outside of South Africa, where data protections are at par or better than that prescribed by South African law.
- 7.12. On termination of this Agreement, you may choose to have your data removed from the Guidepost systems by notifying Guidepost in writing. If you choose to have your data removed, your historical information will be stored for seven years as a health record (de-identified to the extent possible) before being deleted.
- 7.13. You agree that Guidepost may use your anonymised information and derived analytics for promotion of its services, research and program improvement purposes in perpetuity.
- 7.14. All calls made by Guidepost to you and by you to Guidepost may be recorded. Recordings may be used for training purposes, to improve the quality of the Services or as evidence in legal proceedings.

## 8. INTELLECTUAL PROPERTY

- 8.1. You will not copy, reproduce, alter, create derivative works from, or otherwise modify the Services, including any and all technology, software and content. You will not lease, loan, sublicense, distribute, or otherwise provide others access to or with any aspect of the Services. Other than as expressly set

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forth in this Agreement, no license or other rights in or to the Services are granted to you, and all such licenses and rights are hereby expressly reserved.

8.2. Except for the limited license and use rights expressly granted to you under this Agreement, all title to and the rights in the Services, including any and all technology, software and content, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, the Company's or third party hardware, other technology, any derivatives of and all goodwill associated with the foregoing is the exclusive property of Guidepost and/or third parties.

## 9. VARIATION

- 9.1. This Agreement constitutes the whole agreement between the parties and no variations, representations or warranties other than those set out herein shall be binding on the parties.
- 9.2. Guidepost reserves the right to alter these Terms and Conditions from time to time. You will be bound by all current Terms and Conditions as available on the Guidepost Website. You will be notified via one or more Channels of any changes to these Terms and Conditions. Your subscription to the Service constitutes your acceptance of these Terms and Conditions. Should you choose not to accept the Terms and Conditions you may terminate this Agreement as provided for in Section 3.
- 9.3. In the event of any one or more of these terms and conditions being unenforceable, such terms and conditions will be deemed to be removed from the remainder of this Agreement and the Agreement will remain binding and enforceable.
- 9.4. The failure of Guidepost to insist on or enforce strict performance of the terms of this Agreement will not be construed as a waiver by Guidepost of any provision or any right it has to enforce the terms.

## 10. GOVERNING LAW AND JURISDICTION

- 10.1. The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto shall be determined in accordance with such law and under the exclusive jurisdiction of the South African Courts.