

# GUIDEPOST TERMS AND CONDITIONS

Version: Subscriber DiabetesCare v1.1 – 27 November 2018

## 1. IMPORTANT NOTICES

- 1.1. Sancreed (Pty) Ltd, a company duly incorporated in terms of the laws of the Republic of South Africa, trading as Guidepost, provides the Services under the brand Guidepost.
- 1.2. This Agreement contains the terms and conditions on which Guidepost provides the Services to you our Subscriber.
- 1.3. This Agreement replaces all prior terms and conditions previously agreed between you and Guidepost that relate to the same subject matter as this Agreement.

## 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:
  - 2.1.1. “Agreement Start Date” shall mean the date at which these Terms and Conditions were first assented to or deemed to have been assented to, either in writing or via recorded verbal consent;
  - 2.1.2. “Agreement” shall mean 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;
  - 2.1.3. “Discovery” means Discovery Health (Pty) Ltd, a medical scheme administrator duly registered as such in terms of the laws of South Africa;
  - 2.1.4. “Channels” shall mean any physical or electronic medium for exchanging information including but not limited to face-to-face meeting, telephone, SMS, website, email and internet discussion forums;
  - 2.1.5. Medical Scheme means a medical scheme registered with the Council for Medical Schemes in accordance with the Medical Schemes Act No 131 of 1998, administered by Discovery.
  - 2.1.6. “Services” shall mean the provision of educational content and other data by Guidepost via Channels as more fully defined in Section 3;
  - 2.1.7. “Services Start Date” shall mean the day on which you first use the Services;
  - 2.1.8. “Guidepost Website” shall mean the web pages available from [www.guidepost.net](http://www.guidepost.net);
  - 2.1.9. “Subscriber” means the natural Person who has been nominated by a Medical Scheme to receive the Services;
  - 2.1.10. “you” and “your” means the Subscriber;
  - 2.1.11. “we”, “our” and “us” means Guidepost;
  - 2.1.12. “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. SERVICES

- 3.1. Guidepost will gather various health-related and demographic data from you at various intervals. Using an analysis of that data, Guidepost will 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.
- 3.2. The Services are provided with the purpose of assisting people achieve their health goals through healthy life style 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.

- 3.3. You understand that, despite your efforts or our efforts, individual Subscribers' results will vary for a variety of reasons and Guidepost cannot guarantee that you will achieve your health goals.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.
- 3.7. Guidepost reserves the right to and will, at all times, in its sole and absolute discretion, have the right from time to time to vary, change, add to and/or withdraw any of the Services, subject at all times to it honouring its obligations hereunder.
- 3.8. 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 updates to these Terms and Conditions.
- 3.9. To enable fair usage of our Coaches' time and to ensure availability of our Services to all Subscribers, Guidepost reserves the right to apply a fair usage limit of six coaching sessions per Subscriber per month.
- 3.10. Guidepost will only call you on South African phone numbers and will not call you if you are using an international phone number.
- 3.11. Guidepost may send you SMS and/or email communications from time to time. You agree to receive these messages and can opt-out at any time.
- 3.12. The Services are only available to individuals over the age of 18. We will not knowingly provide the services to anyone under the age of 18.
- 3.13. You can find further information and terms & conditions of participation by emailing [diabetescare@guidepost.net](mailto:diabetescare@guidepost.net) or by calling 087 238 2304.
- 3.14. Guidepost provides a hotline that is available 24 hours a day on every day of the year. As a Subscriber you can call the Guidepost hotline at any time using the hotline number (087 2300 458) to ask questions about your chronic condition or current situation. Based on information you provide, the individual who is available via the hotline will assist you in assessing if your question/situation requires urgent in-person medical attention or if your question/situation can be resolved safely through discussion or your own actions.
- 3.15. If you require assistance with formulary questions, prescribed minimum benefits or other medical scheme-related information, we may refer you to your Medical Scheme and pass on relevant information.

#### **4. DURATION AND TERMINATION**

- 4.1. You have been nominated to receive the Services by your Medical Scheme. Your access to the Services is funded by your Medical Scheme and are available to you if you remain a member of your Medical Scheme. No separate payment is required from you.
- 4.2. This Agreement will start on the Services Start Date and will continue for six months after your first coaching session, subject to any changes which we have notified you of.
- 4.3. Should you no longer be a member or beneficiary of a Medical Scheme, this Agreement will terminate.

- 4.4. Guidepost has the right to terminate this agreement immediately and no longer provide you the Services 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.
- 4.5. By using the Services, you represent and warrant to Guidepost that you have carefully read this Agreement.

## **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 your information in order to assist you in maintaining compliance with the treatment plan prescribed by your doctor and the health guidelines relevant to your health condition(s).
- 7.2. Guidepost will store various data about you including but not limited to your demographics (such as name, ID number, physical address, postal address, age, race and language), data concerning your current state of health (including diagnoses of conditions, lab test results and home test results you provide) and notes from discussions between you and Guidepost. This information is required to provide the Services.
- 7.3. Guidepost may provide you with Services based on the data you provide to Guidepost, including the results of home tests you conduct. You warrant that the data you provide to us will be accurate. Any falsification of data by you could compromise the quality of the Services and may result, at Guidepost's sole discretion, in the termination of this Agreement. Guidepost is not liable for any damages resulting from 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, a service provider designated by Discovery, your Medical Scheme or other healthcare providers.
- 7.5. Guidepost may contact your doctor, laboratory test provider or other parties to gather information regarding your health.
- 7.6. Guidepost may send reports to the Healthcare Professional that you nominate. These reports may include details of the discussions between you and Guidepost, your blood test results and other data pertinent to your health goals. Guidepost may contact the Healthcare Professional directly to discuss the content of these reports.
- 7.7. Guidepost will share personally-identifiable data on your compliance, health outcomes and other metrics with your Medical Scheme, Discovery or Discovery's designated service providers for the purposes of risk analysis and improved support.

- 7.8. Guidepost will not share you personally identifiable information with any party other than those indicated in this Agreement unless required to by law. Guidepost and its electronic systems are bound by this same duty to preserve and not to share your personally identifiable information with anyone else, unless you have given your express and explicit consent to such sharing of information, either in writing or verbal recording.
- 7.9. 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.
- 7.10. 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 the legally prescribed period (de-identified to the extent possible) before being deleted.
- 7.11. You agree that Guidepost may use your anonymised data and derived analytics for promotion of its services, research and program improvement purposes in perpetuity.
- 7.12. All calls made by Guidepost to you and by you to Guidepost will 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 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 4.
- 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.