

# GUIDEPOST DIRECT TERMS AND CONDITIONS

Version: Subscriber PSP v3.3 - 16 March 2016

## 1. IMPORTANT NOTICES

- 1.1. Sancreed (Pty) Ltd ("Sancreed"), 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 Direct.
- 1.2. This Agreement contains the terms and conditions on which Sancreed (Pty) Ltd provides the Services to you our customer.
- 1.3. This Agreement replaces all prior terms and conditions previously agreed between you and Sancreed 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. "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;
  - 2.1.4. "Services" shall mean the provision of educational content and other data by Sancreed via Channels as more fully defined in Section 3;
  - 2.1.5. "Services Start Date" shall mean the day on which you first use the Services;
  - 2.1.6. "Guidepost Direct Website" shall mean the web pages available from [www.guidepost.net](http://www.guidepost.net);
  - 2.1.7. "Subscriber" means the natural Person who has requested access to the Services in exchange for the Subscription Fee;
  - 2.1.8. "you" and "your" means the Subscriber;
  - 2.1.9. "we", "our" and "us" means Sancreed;
  - 2.1.10. "Sancreed" 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. Sancreed will gather various health-related and demographic data from you at various intervals. Using an analysis of that data, Sancreed 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"). Sancreed 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 Direct 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 Sancreed 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 Sancreed 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 Sancreed 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 Sancreed must not be mistaken for a medical practice.
- 3.7. Sancreed 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 Direct 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, Sancreed reserves the right to apply a fair usage limit of six coaching sessions per Subscriber per month.
- 3.10. Sancreed will only call you on South African phone numbers and will not call you if you are using an international phone number.
- 3.11. Sancreed 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 [direct@guidepost.net](mailto:direct@guidepost.net) or by calling 087 2300 468.
- 3.14. The Services are not to be used in an emergency. In an emergency you must contact your doctor.
- 3.15. Sancreed will only provide services to Subscribers that are using medical products in compliance with the products' labelling information as determined by the Medicines Control Council of South Africa. If you are found to be using products off-label, your Subscription will be suspended until such time as you are no longer using the products in an off-label manner.
- 3.16. If you experience problems with your medical scheme on payment for your medical product, Sancreed staff may, with your express permission, pass your contact information to the medical product manufacturer's staff that can assist you with your medical aid query. Medical product manufacturers cannot guarantee that a medical scheme will pay for your medical product in part or in full.

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

- 4.1. You have been nominated to receive the Services by a Healthcare Professional. Your access to the Services is funded by a third party for a limited period of 6 months. No payment is required from you for the 6 month period.
- 4.2. This Agreement will start on the Services Start Date and will continue on a month to month basis for 6 months subject to any changes which we have notified you of.
- 4.3. At the end of the 6 month period, you may choose to continue your subscription as a paying Subscriber or may choose to end your subscription. If you choose to continue your subscription, this Agreement will terminate and a new agreement which includes appropriate payment terms will take effect, subject to explanation and agreement with you.

- 4.4. You may terminate this Agreement at any time and for any reason by giving Sancreed at least 20 (twenty) business days' notice in writing or via our call centre.
- 4.5. Sancreed has the right to terminate the Services and this Agreement at any time on 20 (twenty) business days' notice to you via the Channels.
- 4.6. Sancreed 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 Sancreed or should you provide inaccurate or falsified information to Sancreed.
- 4.7. By using the Services, you represent and warrant to Sancreed that you have carefully read this Agreement.

## **5. INDEMNIFICATION**

- 5.1. You agree to indemnify and hold Sancreed 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 Sancreed harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by Sancreed, 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 Sancreed.

## **6. FORCE MAJEURE**

- 6.1. Without affecting the generality of 5.1 above, Sancreed shall not be liable to you for any breach of this Agreement or failure on Sancreed'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 Sancreed.
- 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 Sancreed 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. Sancreed 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 Sancreed. This information is required to provide the Services.
- 7.3. Sancreed may provide you with Services based on the data you provide to Sancreed, 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 Sancreed's sole discretion, in the termination of this Agreement. Sancreed is not liable for any damages resulting from false data provided by you.
- 7.4. On your request, Sancreed 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 your medical scheme or other healthcare providers.
- 7.5. Sancreed may contact your doctor, laboratory test provider or other parties to gather information regarding your health.
- 7.6. Sancreed may send reports to the Healthcare Professional who nominated you to receive the Services. These reports may include details of the discussions between you and Sancreed, your blood test results and other data pertinent to your health goals. Sancreed may contact the Healthcare Professional directly to discuss the content of these reports.

- 7.7. Sancreed will not share you personally identifiable information with any party other than those indicated in this Agreement unless required to by law. Sancreed 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.
- 7.8. 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.
- 7.9. On termination of this agreement, you may choose to have your data removed from the Sancreed systems by notifying Sancreed 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.
- 7.10. You agree that Sancreed may use your anonymised data for further analysis including but not limited to publication in academic journals.
- 7.11. All calls made by Sancreed to you and by you to Sancreed 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 Sancreed 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. Sancreed 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 Direct 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 Sancreed to insist on or enforce strict performance of the terms of this Agreement will not be construed as a waiver by Sancreed 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.