

# GUIDEPOST-MYSTARCARE TERMS AND CONDITIONS

Version: V1.6 – 1 November 2019

## **FOR PATIENTS RECEIVING A FACE-TO-FACE CONSULT ONLY**

### **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 MyStarCare.
- 1.2. This Agreement contains the terms and conditions on which Sancreed (Pty) Ltd provides the Services to MyStarCare members.
- 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.
- 1.4. **Your attention is drawn to Sections 4.7, 4.8 and 5 regarding your assumption of risk and liability and indemnification of Guidepost.**

### **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 4;
  - 2.1.5. “Services Start Date” shall mean the day on which you first use the Services;
  - 2.1.6. “Guidepost Website” shall mean the web pages available from [www.guidepost.net](http://www.guidepost.net);
  - 2.1.7. “Member” means the natural Person who has requested access to the Services;
  - 2.1.8. “you” and “your” means the Member;
  - 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.
  - 2.1.11. “Sanofi” means Sanofi-Aventis South Africa (Pty) Ltd with registration number 1996/010381/07, and/or its employees, directors, agents, contractors, sub-contractors and appointed service providers.

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

- 3.1. You are receiving the Services because your doctor has prescribed you a Sanofi insulin and referred you to the MyStarCare Program.
- 3.2. This Agreement will start on the Services Start Date and will continue for 30 days subject to any changes which we have notified you of.
- 3.3. You can cancel your membership at any time with immediate effect by notifying Guidepost in writing. At the end of the 30 days your MyStarCare membership will be terminated.

- 3.4. Sancreed has the right to terminate the Services and this Agreement at any time on notice to you via the Channels.
- 3.5. 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.
- 3.6. By using the Services, you represent and warrant to Sancreed that you have carefully read this Agreement.

## 4. SERVICES

- 4.1. The purpose of the MyStarCare Program is to support you along your diabetes journey. The MyStarCare Program we are offering you consists of a once-off face-to-face consultation with a diabetes educator.
- 4.2. As part of the Services, Guidepost will schedule an appointment with you for face-to-face education. For a limited period of 30 days, you may also receive calls, emails and SMSs from Guidepost that you can respond to using similar communications.
- 4.3. Your access to MyStarCare is funded by Sanofi-Aventis, the manufacturer of your insulin. No payment is required from you for membership on the MyStarCare Program.
- 4.4. To arrange and conduct your face-to-face consultation, we will collect health-related and demographic data from you at various intervals, and store it in our systems in compliance with the framework of the South African Protection of Personal Information Act. That information will be used by your educator to help you better understand your condition and make decisions to improve your health, and may be used in follow-up contacts with you for a period of up to 30 days after your consultation if the educator determines that follow-up is necessary.
- 4.5. 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.
- 4.6. You understand that, despite your efforts or our efforts, individual Members' results will vary for a variety of reasons and Sancreed 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 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.**
- 4.9. 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.
- 4.10. 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.
- 4.11. Sancreed will only call you on South African phone numbers and will not call you if you are using an international phone number.
- 4.12. 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.

- 4.13. Our services are only available to individuals who are over the age of 18, are not pregnant and have been diagnosed with Type 2 Diabetes Mellitus. We will not knowingly provide the services to anyone who does not meet these criteria.
- 4.14. You can find further information and terms & conditions of participation by emailing [mystarcare@guidepost.net](mailto:mystarcare@guidepost.net) or by calling 087 551 7985.
- 4.15. The Services are not to be used in an emergency. In an emergency you must contact your doctor.

## **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. You have the right to access your data and update this by contacting MyStarCare in writing.
- 7.2. We may contact your doctor and the labs to get your test results so that we can offer more tailored advice. We may also send notifications to your doctor so that they can keep track of your progress.
- 7.3. We may send your anonymised blood glucose and lab test data to Sanofi. They will use this information to monitor the effectiveness of their medication.
- 7.4. If you experience any health issues while using the medication or any issues with the insulin pen, we must report it to Sanofi. Your personal information, including your blood glucose and lab test data may be processed by Sanofi or its subcontractors, in which case your identity will be protected and will remain confidential at all times. Sanofi may contact you, your doctor or other Healthcare Professionals for further information.
- 7.5. 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.
- 7.6. 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 your 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. Guidepost and/or Sanofi may use your de-identified information in an aggregated form for the purpose of medical education, publication and evaluation of the impact of the MyStarCare Program. We will also use the data we collect in a de-identified form for reporting and improving the MyStarCare program.
- 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 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 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.