

# GUIDEPOST TERMS AND CONDITIONS

*Version: Member v1.0 – 15 January 2021*

## 1. STATUS OF THESE TERMS AND CONDITIONS

- 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 4.4, 4.6 and 6 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:
  - 2.1.1. “Agreement Start Date” means the date at which the Guidepost Terms and Conditions were first agreed to by you with Guidepost, either in writing or via recorded verbal consent;
  - 2.1.2. “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;
  - 2.1.3. “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;
  - 2.1.4. “Guidepost Website” means the web pages available from [www.guidepost.net](http://www.guidepost.net);
  - 2.1.5. “Investec” means Investec Limited, a private company with registration number 1925/002833/06 and its subsidiaries;
  - 2.1.6. “Member” means the natural Person who has agreed to receive the Services and has been granted access to the Services by Guidepost;
  - 2.1.7. “Services” shall mean the provision of educational content and related data by Guidepost via Channels as more fully defined in Section 4;
  - 2.1.8. “Services Start Date” means the day on which you first use the Services;
  - 2.1.9. “you” and “your” means the Member;
  - 2.1.10. “we”, “our” and “us” means Guidepost;
  - 2.1.11. “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 agreed to receive the Services through Investec, as provided by Guidepost. Your access to the Services is funded by Investec. No separate payment is required from you.
- 3.2. This Agreement will start on the Services Start Date and will continue for a limited period of 6 months, 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. 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 should Investec no longer fund 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. SERVICES

- 4.1. In order to deliver the Services, Guidepost will gather from you information that is relevant for the diabetes coaching process. Using that information, Guidepost will enter into a discussion with you using various Channels in order to assist you in understanding your condition, and how you can take better control of your diabetes (a “coaching session”). Guidepost may provide health guidelines and diabetes -related educational information specific to you. The full details of the services are described on the Guidepost Website.
- 4.2. The Services are provided with the purpose of assisting people to be more in control of their diabetes and the aspects of life that affect this. The Services require your active engagement and participation. This includes ensuring that you go for an HbA1c test at the start of your coaching journey (“Starting HbA1c Result”) and again in the last month of your coaching (“Ending HbA1c Result”). The result of this test will be shared with Investec.
- 4.3. 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 the goals you set for yourself.
- 4.4. We are, however, not your doctor, pharmacist or other healthcare professional, and we recommend that you tell them when you are receiving the Services. We urge you to never replace or substitute our Services, for those rendered by your healthcare professional. We do not provide medical advice, diagnosis or treatment at all – we provide support and guidance as diabetes Coaches. If you are uncertain about the information obtained through use of the Services, please contact your healthcare professional. Our services are for informational and educational purposes only.
- 4.5. You also agree that we can contact your doctor or pathology laboratories, as this would assist us in providing the Services to you. You understand that this means that all your health information directly or indirectly relating to your diabetes management, held by your doctor or pathology laboratories, will be shared with your Coach for the purposes of rendering the Services.
- 4.6. **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 voluntary and at your own risk. It is your obligation to raise and discuss all questions that you may have with your doctor. The information provided to you by Guidepost should be interpreted and considered in conjunction with medical and other advice provided to you by medical practitioners.**
- 4.7. Guidepost will only call you on South African phone numbers and will not call you if you are using an international phone number.
- 4.8. Guidepost may send you SMS, WhatsApp, email and/or other communications from time to time. You agree to receive these messages and can opt-out from any specific Channel at any time.
- 4.9. The Services are only available to individuals over the age of 18, and we will confirm dates of birth and ask questions to ensure (a) that we are speaking to the Member, and (b) that the Member is over the age of 18 years.
- 4.10. You can obtain further information in a Frequently Asked Questions document by emailing **investec@guidepost.net**, by calling **086 099 5290** or sending a WhatsApp message to **087 551 7928**.
- 4.11. Guidepost provides a **hotline** that is available 24 hours a day on every day of the year. As a Member you can call the Guidepost hotline at any time using the hotline number (**086 099 5295**) to ask questions about your diabetes. Based on information you provide, the individual who is available via the hotline will assist you in assessing whether your question/situation requires you to visit your healthcare professional or if your question/situation can be resolved through discussion or your own actions.

## 5. YOUR INFORMATION

- 5.1. 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 doctor, in order to render the Services.
- 5.2. 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.

- 5.3. 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.
- 5.4. 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 providers. **With the exception of your Starting HbA1c Result and Ending HbA1c Result, the information you share with us will not be disclosed to Investec. It is your responsibility to disclose all relevant information to Investec yourself.** The information you share with us cannot be viewed as having been disclosed to Investec, and the duty of disclosure remains with you.
- 5.5. If you agree, Guidepost may send reports to the doctor 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 let your Coach know.
- 5.6. To show the impact of the Guidepost programme to Investec, or others 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.
- 5.7. You have the right to access your data and update your data by contacting Guidepost.
- 5.8. 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.
- 5.9. 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.
- 5.10. 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 seven years as a health record (de-identified to the extent possible) before being deleted.
- 5.11. You agree that Guidepost may use your anonymised information and derived analytics for promotion of its services, research and program improvement purposes in perpetuity.
- 5.12. 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.

## **6. INDEMNIFICATION**

- 6.1. **Insofar as permitted under consumer legislation, you agree to indemnify and hold Guidepost harmless from and against any damages, claims, actions or demands and liabilities including, reasonable legal fees, resulting from, or alleged to result from, your use of the Services.**
- 6.2. **Insofar as permitted under consumer legislation, 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.**

## **7. FORCE MAJEURE**

- 7.1. Without affecting the generality of 6.1 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, pandemics, 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.
- 7.2. If we are unable to provide the Services due to interruptions as specified in 7.1, we will attempt to remedy the situation at the earliest possible time.

## **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 material changes to these Terms and Conditions. Your membership 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.