

# GUIDEPOST TERMS AND CONDITIONS

*Version: Participant Sanlam Diabetes Coaching Program v1.4 – 28 October 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 Participants in the Sanlam Diabetes Coaching Programme.
- 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. **Please take note of Sections 4.4, 4.6, 5.4 and 6 regarding your assumption of risk and liability and indemnification of Guidepost and Sanlam.**
- 1.5. The terms and conditions of this Agreement are always available from the Guidepost Website (<https://guidepost.net/za/terms/>). We will notify you via one or more Channels of material changes to the terms and conditions.

## 2. DEFINITIONS

- 2.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them 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. “Participant” means the natural Person who has agreed to receive the Services and has been granted access to the Services by Guidepost;
  - 2.1.6. “Sanlam” means Sanlam Life Insurance Limited a Long Term Insurer and licensed financial services provider FSP (2759), and/or its employees, directors, agents, contractors, sub-contractors and appointed service providers;
  - 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 Participant;
  - 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 as provided by Guidepost. Your access to the Services is funded by Sanlam. 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 participation in the programme 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 a minimum of 7 days notice to you via the Channels.
- 3.5. Guidepost has the right to terminate this Agreement immediately should Sanlam 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 gain better control of their diabetes and the aspects of their life that affect this. The Services require your active engagement and participation.
- 4.3. You understand that, despite your efforts or our efforts, individual Participants’ results will vary for a variety of reasons and Guidepost cannot guarantee that you will achieve the goals you set for yourself.
- 4.4. Guidepost is, however, not your doctor, pharmacist or other healthcare professional, and Guidepost recommends that you tell your healthcare professional 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 Care 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, pathology laboratories, pharmacies, medical aids and data aggregators, 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 any of the entities listed above, 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 who have type 2 diabetes and are not pregnant. We will confirm dates of birth and ask questions to ensure (a) that we are speaking to the Participant, (b) that the Participant is over the age of 18 years, (c) that the Participant has type 2 diabetes and (d) the Participant is not pregnant.
- 4.10. You can obtain further information in a Frequently Asked Questions document by emailing **sanlam@guidepost.net**, by calling **087 238 1955** 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 Participant you can call the Guidepost hotline at any time using the hotline number (**087 238 1933**) 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 other sources such as those listed in 5.12, in order to render the Services.
- 5.2. Guidepost will store your information that directly relates to the Services we render to you, such as certain special personal information, your contact information and certain policy contract information received on with your consent from Sanlam, demographic and health information that you have provided to us, communications you have received from us, as well as notes recorded from discussions between you and Guidepost.
- 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. **We will notify Sanlam when you consent to the program, when you complete your first call with your coach and when you leave the program. The information that you share with Guidepost, including demographic and medical information, will be shared with Sanlam, and will be used by Sanlam for research and statistical purposes to evaluate the success of the program. This information will not prejudice you in any manner or form, and will not have any impact on your current insurance contract whatsoever.**
- 5.5. If you so 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. You have the right to access your data and update your data by contacting Guidepost.
- 5.7. 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.
- 5.8. 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.
- 5.9. 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.
- 5.10. You agree that Guidepost may use your anonymised information and derived analytics for promotion of its services, research and program improvement purposes in perpetuity.
- 5.11. 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.
- 5.12. To better understand your clinical situation and needs, we may exchange information about you with other companies or people, such as doctors, pathology laboratories, pharmacies, medical aids and data aggregators, as per your agreement in 4.5. 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.

## 6. INDEMNIFICATION

- 6.1. **To the fullest extent permitted by law, you agree to indemnify and hold Guidepost and Sanlam 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. To the fullest extent permitted by law, you indemnify and hold Guidepost and Sanlam 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, neither Guidepost nor Sanlam shall 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, Guidepost'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 participation in 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.