

LIBRECOACH TERMS AND CONDITIONS

Version: V1.0 – 1 March 2022

1. IMPORTANT NOTICES

- 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 4.10, 4.11 and 5 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:
- 2.2. “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;
- 2.3. “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;
- 2.4. “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;
- 2.5. “Guidepost Website” means the web pages available from www.guidepost.net;
- 2.6. “Abbott” means Abbott Laboratories SA (Pty) Ltd;
- 2.7. “Member” means the natural Person who has agreed to receive the Services and has been granted access to the Services by Guidepost;
- 2.8. “Services” shall mean the provision of educational content and related data by Guidepost via Channels as more fully defined in Section 4;
- 2.9. “Services Start Date” means the day on which you first use the Services;
- 2.10. “you” and “your” means the Member;
- 2.11. “we”, “our” and “us” means Guidepost;
- 2.12. “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. DURATION AND TERMINATION

- 3.1. You are receiving the Services because you are using an Abbott FreeStyle Libre. Your access to the Services is funded by Abbott. No separate payment is required from you.

- 3.2. This Agreement will start on the Services Start Date and will continue 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 Abbott 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.
- 3.6. By using the Services, you represent and warrant to Guidepost that you have carefully read this Agreement.

4. SERVICES

- 4.1. The Services are intended to support you on your diabetes journey and consist of either coaching with proactive outreach, or proactive outreach only. Proactive outreach provides contact to you in response to cues from your FreeStyle Librelink app data. Coaching provides an ongoing tele-coaching engagement with a diabetes coach, coupled with proactive outreach. The Services require your active engagement and participation.
- 4.2. To switch between coaching, with proactive outreach, and proactive outreach only, notify Guidepost in writing at any time.
- 4.3. As part of the Services, Guidepost may schedule appointments with you for telephonic coaching with a diabetes Coach. You may also receive calls, emails and SMSs and be required to respond using similar communications.
- 4.4. Your access to LibreCoach is funded by Abbott, the manufacturer of your FreeStyle Libre. No payment is required from you for membership on the LibreCoach Program.
- 4.5. Guidepost will gather various health-related and demographic data from you at various intervals. Using an analysis of that data, Guidepost may 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.
- 4.6. The Services are provided with the purpose of assisting people achieve their health goals through healthy lifestyle 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.
- 4.7. To access your FreeStyle LibreLink data for use in your proactive outreach and your diabetes coaching, we will ask you to connect to, and remain connected to Guidepost on your app.
- 4.8. 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 your health goals.
- 4.9. 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.
- 4.10. 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 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.**

- 4.11. **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.**
- 4.12. Guidepost reserves the right to and will, at all times, in its sole and absolute discretion, from time to time vary, change, add to and/or withdraw any of the Services, subject at all times to it honouring its obligations hereunder.
- 4.13. 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.
- 4.14. To enable fair usage of our Coaches' time and to ensure availability of our Services to all Members, Guidepost reserves the right to apply a fair usage limit of six coaching sessions per Member per month.
- 4.15. Guidepost will only call you on South African phone numbers and will not call you if you are using an international phone number.
- 4.16. Guidepost may send you SMS, WhatsApp and/or email communications from time to time. You agree to receive these messages and can opt-out at any time.
- 4.17. Our services are available to individuals diagnosed with Type 1 or Type 2 diabetes who are over the age of 18, or below 18 years and accompanied by a guardian.
- 4.18. Should you be pregnant at any stage and receiving coaching, please notify us and we will switch you to proactive outreach only during your pregnancy.
- 4.19. You can find further information and terms & conditions of participation by emailing librecoach@guidepost.net or by calling 087 250 2964.
- 4.20. 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 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 the information you share with us, or that you have agreed we may obtain from your other sources such as those listed in Section 4.5, in order to render the Services.

- 7.2. 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.
- 7.3. 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.
- 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 or other healthcare providers. With the exception of your laboratory test results and measures, and progress notifications, the information you share with us will not be disclosed to your Insurer. It is your responsibility to disclose all relevant information to your Insurer yourself during your life insurance application or other interactions with your Insurer. The information you share with us cannot be viewed as having been disclosed to your Insurer, and the duty of disclosure remains with you.
- 7.5. 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.
- 7.6. To show the impact of the Guidepost programme to your Insurer, 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.
- 7.7. You have the right to access your data and update your data by contacting Guidepost.
- 7.8. 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.
- 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 seven years as a health record (de-identified to the extent possible) before being deleted.
- 7.11. You agree that Guidepost may use your anonymised information and derived analytics for promotion of its services, research and program improvement purposes in perpetuity.
- 7.12. 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.
- 7.13. 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. 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.

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 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.