

CDE / GUIDEPOST TERMS AND CONDITIONS

**General Terms and Conditions of Use for the Application Form (“Terms”)
for Centre for Diabetes & Endocrinology (Pty) Ltd (CDE) Diabetes Management Programme (DMP)
provided with Sancreed (Pty) Ltd, under the brand “Guidepost”.**

Version: V1.0 – 19 May 2022

Welcome to the CDE Diabetes Management Programme and the care that we provide!
We appreciate your feedback. Should you wish to make any comments or suggestions about any of the CDE Services, if you have any questions, or if you would like to report to us any conduct that you believe to be in breach of these Terms and Conditions (‘Terms’), please contact us
CDE: Members@CDEDiabetes.co.za; +27 11 053-4400
Guidepost: CDE.MiCareEssential@Guidepost.net / 087 147 2600.

By accessing and/or using the Services, you agree that you have read, understood and agree to be bound by these Terms (including the CDE Privacy Policy) existing at that time. If you do not wish to be bound by the Terms, please do not continue to use the Services.

For purposes of these Terms:

- **“you”** or **“your”** refers to you, the user of the Services;
- **“we”, “us”, “our”** or **“CDE”** refers to Centre for Diabetes & Endocrinology Proprietary Limited, Registration Number 1994/001693/07, a private company incorporated in the Republic of South Africa with registered address, 81 Central Street, Houghton Estate, Johannesburg, 2198, South Africa and any third parties that CDE may employ from time to time;
- **“Guidepost”** refers to Sancreed (Pty) Ltd, a private company with registration number 2012/097434/07, and/or its employees, directors, agents, contractors, subcontractors and appointed service providers, operating as a third party agent of CDE under the brand “Guidepost”.
- **“Application Form”** means the application submitted by you telephonically or as a completed form, for the engagement of the Services and to which these Terms are attached;
- **“Programme”** means any programme provided by CDE in which you choose to participate.
- **“Products”** and/or **“Services”** means any and all products and services provided by CDE to you in terms of the Programme, including but not limited to the CDE Programmes of Care, as agreed to with your relevant Medical Scheme which may include all or only some of the below:
 - Doctor consultations;
 - Podiatry screening;
 - Medication;
 - Diabetes Education;
 - Ophthalmological screening; and
 - Dietitian consultation.
- **“CDE Approved Partners”** refers to any of the third-party partners of CDE who are authorised to provide Services to members of the CDE Programmes and to which your personal information can be shared to in provision of the CDE Services;
- **“the Website”** means the CDE website, accessible at www.cdediabetes.co.za;
- **“the App”** or **“Application”** or **“CDE App(s)”** means any online application software that is provided by or is connected with CDE that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device;
- **“Social Media Networks”** includes, but is not limited to the following social media networks – Facebook; Twitter; YouTube; LinkedIn; Instagram; Pinterest; and Tumblr;
- **“Site(s)”** means collectively our platforms, including this Website, the CDE Apps and any Social Media Networks.

1. Application

- 1.1. By your application via the Application Form, you hereby agree to join the Diabetes Management Programme administered by CDE and to be bound by these Terms.
- 1.2. These Terms apply to the CDE Services only. CDE is not responsible for the services of your medical aid provider or any other service provider associated with CDE. These providers are not governed by these Terms and we are in no way responsible for the conduct or the terms of use, privacy and/or security policies employed by other service providers.

- 1.3. The Terms of the CDE Privacy Policy (“**the Privacy Policy**”) are incorporated into these Terms in full, and any reference to the Terms specifically includes a reference to the Privacy Policy incorporated herein.

2. Obligations

- 2.1. For the duration that you are a member of the CDE Programme, you shall be entitled to all the benefits of the CDE Programme at no cost to you, provided you are a current member of a participating medical aid. A list of participating medical aids can be provided upon request.
- 2.2. Should you receive any benefits and/or services whilst not a current member of a participating medical aid and/or medical aid option, you shall be personally liable for the payment of any Services received.
- 2.3. You may only receive the benefits of the CDE Programme from a CDE Approved Partner.
- 2.4. Should you as a patient miss an appointment, you will be charged for the appointment and your medical aid provider will not cover it. Payment will be due immediately.
- 2.5. If you receive an extended supply of medication (in excess of 1 months’ supply, and during this time you resign from your Medical Scheme or downgrade your medical aid option, you will become liable for the cost of the medication dispensed to you.
- 2.6. You undertake to notify CDE of any changes to your medical aid scheme or details within seven (7) calendar days of such change.
- 2.7. You authorise CDE to have access to your medical and hospital records for the purposes of utilisation, review and quality assurance in the provision of the Services.

3. Conditions of Access

- 3.1. Your access to, and use of the Services, is subject always to the terms and conditions set out in this document.
- 3.2. Should you use the CDE Website (www.cdediabetes.co.za/) or CDE App to access your services, please review the General Terms and Conditions applicable to your use of these services at: www.cdediabetes.co.za/cde-terms.html and www.cdediabetes.co.za/privacy-policy.html

4. Your Acceptance and Consent

By using the Services, you expressly agree to the terms and conditions as defined in this document. If you do not agree to all the terms and conditions, please do not continue to use the Services. Under the PAIA Act, everyone is entitled to a copy of any information that pertains to them, regardless of the context. Main Members must provide separate contact information for all dependents over the age of 18, for the CDE to communicate with them independently. The main member is no longer permitted to communicate certain information pertaining to a dependent.

5. Changes to these Terms

- 5.1. These Terms are subject to change from time to time. CDE will notify you of any changes to these Terms. The CDE Website will always display the latest version of these Terms (www.cdediabetes.co.za/cde-terms.html and www.cdediabetes.co.za/privacy-policy.html).
- 5.2. The current version of the Terms will apply each time that you access and use the Services.

6. Your Account

- 6.1. If you use the CDE Website to access any of our Services, you must keep your access details (including, your user name and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your user name and password. You are only permitted to use one account. If you use more than one account, we could remove all access.
- 6.2. Once you’ve logged onto the Site once, certain information, functionality and other features of the Site will be accessible the next time you access the Site without having to re-enter your password. If you prefer to enter your password every time you access the Site, you can change the setting in the menu option.
- 6.3. CDE may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us by any means, including in person or via any of the Sites.
- 6.4. You agree that the following actions shall be material breaches of these terms and conditions:
 - 6.4.1. signing in as, or pretending to be, another person;

- 6.4.2. distributing material that violates, or could violate, the intellectual property rights of others or the privacy of others;
- 6.4.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Site; or
- 6.4.4. gathering information about others without obtaining their prior written consent.
- 6.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 6.6. CDE may determine certain requirements that you will need to meet when choosing a username or password. These requirements may be changed from time to time and you may be required to update your credentials.

7. Your behaviour when using the Services and Sites

- 7.1. You are solely responsible for your use of the Sites and Services and use them at your own risk.
- 7.2. Save as provided for in the Privacy Policy, we take no responsibility, do not endorse, and assume no liability for any User Content posted, stored or uploaded by you or any third party on or to any of the Sites, or for any loss or damage thereto. Should you have a claim arising from the actions or statements of another user of the Sites, you agree to pursue such claim against that user and not against us.
- 7.3. CDE reserves the right to terminate the provision of Services to you at any time or remove you from a Programme should it deem it necessary to do so.
- 7.4. You guarantee that all information provided by you at any time to CDE, on or via any of the Application Forms or Sites, will be true, accurate, current and correct and you undertake to update the information as and when required.
- 7.5. You guarantee that you have fully disclosed all facts, and agree that these Terms or any transactions related to these Terms will be void if you do not meet this requirement.
- 7.6. The use of the Sites is governed by the General Terms and Conditions found at www.cdediabetes.co.za/cde-terms.html and you agree to be bound by those Terms, in conjunction with these Terms and the Privacy Policy in your use of the Services.
- 7.7. You must not perform any act, which may jeopardise or interfere with the functionality or the operation of any part of the Sites or the products and services provided by CDE.
- 7.8. You agree not to use the Services in any way that may, in our sole judgment and absolute discretion:
 - 7.8.1. violates any one or more provisions of the Terms,
 - 7.8.2. restricts or inhibits anyone from using or enjoying the Services, and/or
 - 7.8.3. exposes us, our affiliates or users to any harm or liability of any kind.

8. Collection of Personal Information

- 8.1. We collect personal information from you in accordance with our Privacy Policy, which can be viewed, on the CDE Website.
- 8.2. All calls made between you and CDE may be recorded. Recordings may be used for training purposes, to improve the quality of the Services or as evidence in legal proceedings.
- 8.3. 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.
- 8.4. 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.
- 8.5. We take reasonably practicable steps ensuring that your personal information is complete, accurate, not misleading and updated where necessary.
- 8.6. By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes set out in the Privacy Policy.
- 8.7. You agree that CDE and Guidepost may use your anonymised information and derived analytics for promotion of its services, research and program improvement purposes in perpetuity.
- 8.8. On termination of the Services, you may choose to have your data removed from our systems by notifying CDE in writing. If you choose to have your data removed, your historical information will be stored for the legally prescribed period for medical records (de-identified

to the extent possible) before being deleted.

9. Electronic communication and records

- 9.1. You accept that we can communicate with you electronically by visiting the Sites, completing the Application Form or sending us e-mails and/or using the Services. All records that you send to us, including those provided in the Application Form, may be stored electronically and with third parties. These electronic records shall be proof of the records, unless you can prove otherwise.
- 9.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by CDE. This includes, but is not limited to mobile push notifications.
- 9.3. If you are a registered user of the Sites, you will receive communications from us via e-mail. If you do not want to receive e-mails from CDE, you may click 'unsubscribe' or you contact us: (Members@CDEDiabetes.co.za; +27 11 053-4400).
- 9.4. CDE takes all reasonable steps to protect your personal information and maintain confidentiality in accordance with the Privacy Policy. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 9.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

10. Consumer Rights

- 10.1. No provision of these Terms shall be interpreted or construed as a waiver, restriction, limitation or deprivation of any rights that you may have in terms of applicable law.
- 10.2. In particular, we draw your attention to certain rights that you may have in terms of the Consumer Protection Act 2008, the Electronic Communications and Transactions Act 2002, the Protection of Personal Information Act 2013 and the National Health Act 61 of 2003. These Terms do not necessarily detail these rights.

11. Third parties

- 11.1. From time to time CDE may employ the services of third parties to assist with the certain Services and aspects of the Sites. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.
- 11.2. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

12. Disclaimer

- 12.1. The Services, Sites and all information, content, tools and materials features are provided by CDE on an "as is" and "as available" basis, unless we inform you otherwise in writing.
- 12.2. The Sites are for information purposes only. We make no guarantee about the accuracy or reliability of the content, materials, features, and services on our Sites.
- 12.3. We do not warrant that our Sites or any content, materials, features, or service on them will be error-free, uninterrupted, provide you with specific results, or be free of viruses or other harmful components. CDE will not be liable for any damages of any kind arising from your use of the Services or Sites or from any information, content, tools or materials included on or otherwise made available to you through the Services or Sites, including for direct, indirect, special, punitive and/or consequential losses or damages or penalties, including loss of profit or the like whether or not in contemplation of the parties, whether based on breach of contract, delict, product liability or otherwise.
- 12.4. To the maximum extent permitted by law, we disclaim all express, implied, and statutory warranties, including, but not limited to, those of merchantability, fitness for a particular purpose, competent effort, non-infringement, and satisfactory quality.
- 12.5. No provision of these Terms does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption or requires you to assume risk or liability, to the extent that the law does not allow such an assumption of risk or liability.

- 12.6. You agree that you are solely responsible for any use or misuse of the Site Content and Services provided on or through our Sites and for compliance with all laws applicable to such use.
- 12.7. You may have additional rights under applicable law that preclude or limit the exclusion and disclaimers above.
- 12.8. We are fully committed to providing you with the best possible Services. We are not, however, responsible for:
 - 12.8.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of CDE; or
 - 12.8.2. any inaccurate, incomplete or inadequate information in the provision of the Services supplied by you, whether via the Application Form or the Sites.
- 12.9. Neither party will be responsible for any direct or indirect loss or damages that may arise from:
 - 12.9.1. any of the events described in this clause;
 - 12.9.2. your actions or omissions that result in a breach of these Terms;
 - 12.9.3. a denial of access to the Services or Sites should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the Services or Sites or put CDE in disrepute; or
 - 12.9.4. your reliance on any of the information, content, tools or materials that you obtain from the Services or Sites.

13. Medical Disclaimer

- 13.1. CDE has created and compiled the content of its Services and Sites for your information and use. This information is not intended to replace or modify the medical advice of your doctor or health care provider. Please consult your health care provider for advice about a specific medical condition. Please remember that the information and content, in the absence of a visit with a health care professional, must be considered as an informational/educational service only and is not designed to replace a physician's independent judgment about the appropriateness of risks of a procedure or condition for a given patient.
- 13.2. You should not stop any treatment you may be receiving based on information reflected on this site without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.
- 13.3. We do not warrant or represent that you will attain any particular result, whether medical, financial or otherwise from your use or non-use of the Sites or Services. You acknowledge that you are responsible for your own acts, decisions, choices, and use of the information provided on or through the Services or Sites, and accordingly, you agree that we shall not be liable for any of your results or lack thereof.

14. Indemnity

- 14.1. While CDE makes every effort to ensure that the content and information on the Site and through the Services are complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Sites or whether they are complete accurate or appropriate.
- 14.2. You agree to defend, fully indemnify and hold harmless CDE, its directors, employees, holding companies, affiliates, successors, assigns, agents, service providers and suppliers from and against all claims, losses, liability, costs and expenses (including attorney's fees) arising from:
 - 14.2.1. any claim relating to your use of the Services and/or Sites;
 - 14.2.2. your violation of any of these Terms;
 - 14.2.3. your violation of any third party right, including but not limited to any copyright, trademark, trade secret or other property or privacy right; and
 - 14.2.4. any claim that the Sites' Content caused damage to a third party.
- 14.3. You agree that all information, including Products and Services or any terms or conditions relating to them on the Sites may change. CDE will notify you of the important changes within a reasonable time.
- 14.4. All Products and Services provided on the Sites are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 14.5. You accept that some of the information, content, tools or materials on the Sites come from external sources (including independent practitioners in the health and wellness industry),

and you agree that CDE is not responsible, and will not be held liable, for any information or content, received from these external sources.

14.6. This defence and indemnities set out in this clause 14 will survive termination, modification and expiration of these Terms and your use of the services and Sites.

15. Phishing and spoofing

15.1. If you receive an unsolicited e-mail that appears to be from CDE and that requests you to provide personal information (such as your credit card number, user name, or password), or that asks you to verify or confirm your CDE information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."

15.2. CDE will never ask for this type of information in an e-mail, and we strongly recommend that you do not respond to these e-mails and that you do not click on any link such link provided. Responding to "phishing" places you and your personal information at risk. CDE cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

16. Remedies and Termination

16.1. If you are dissatisfied with any of the content or materials through the Services or on the Site, or any services or information available through them, your sole and exclusive remedy is to discontinue accessing and using the Services and/or Sites.

16.2. CDE reserves the right to terminate Services to you and remove you from the Programme at its sole discretion with immediate effect.

16.3. Without limiting any other rights and remedies available to us, we reserve the right, in our sole discretion and without prior notice, to end your access to our Services /or Sites and/or block your future access to our Services and/or Sites for any reason at any time.

16.4. Upon termination of use of any of the Services and/or Sites, the rights granted to you in terms of these Terms shall terminate.

16.5. You agree that any violation, or threatened violation, by you of these Terms will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate.

16.6. Please report any violations of the Terms (including the Privacy Policy or any documents incorporated by reference) that you become aware of by contacting us Members@CDEDiabetes.co.za; +27 11 053-4400. Any failure to act by us with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others.

16.7. These remedies are in addition to any other remedies we may have at law.

17. Applicable law

By accessing and using the Services and/or Sites, you agree that the laws of the Republic of South Africa will govern these Terms, and you consent to the jurisdiction of the South African courts in respect of any dispute, which may arise from these Terms.

18. Force Majeure

We will not be deemed to be in breach of these Terms or our Privacy Policy due to any event or circumstance beyond our reasonable control, including without limitation, war, invasion, failures of any public networks, electrical shortages, terrorist attacks, and earthquakes and other acts of God. We are not responsible for any loss, delay, or damage due to such events or circumstances

19. General Provisions

19.1. **Attempted conduct** – The prohibition of any conduct in terms of these Terms extends to the prohibition of any attempt to engage in such conduct, or to authorise, encourage, facilitate or condone others in engaging in such conduct.

19.2. **Cession and Delegation** – We may cede our rights and/or transfer or assign our obligations under these Terms to any person; provided that if we consider the transfer or assignment of our obligations under these Terms to be to your detriment, we shall not do so without your prior written consent. You shall not be entitled to cede your rights or transfer or assign you obligations under these Terms to any person without our prior written consent.

19.3. **Indulgence** - No relaxation or indulgence granted to you by us, or failure to enforce any of our rights, shall amount to a waiver or abandonment of our rights under and in terms of the Terms, nor preclude us from exercising our rights in the future.

- 19.4. **Whole Contract** - The Terms constitutes and contains the entire agreement between the parties with regard to its subject matter. No party shall be bound by any express or implied term, representation or warranty not recorded in the Terms.
- 19.5. **Severability** - Should any provision of the Terms be held to be illegal, invalid or unenforceable for any reason, such provision shall be severed from the Terms without affecting, impairing or invalidating the remaining provisions, which shall continue to be of full force and effect.
- 19.6. **Costs** - We shall be entitled to recover from you all legal expenses incurred in the enforcement of any rights under the Terms, including but not limited to collection charges and legal expenses on an attorney and own client scale.

20. Contacting us

- 20.1. For any queries or comments about these Terms, or any requests that you are entitled to make in terms of these Terms, please contact us Members@CDEDiabetes.co.za; +27 11 053-4400.
- 20.2. Please note that we may reject requests that are vexatious or frivolous, that require disproportionate technical effort or impracticality to address, or that would risk or infringe the privacy of others.