



## TERMS AND CONDITIONS OF USE

Updated October 2023

Please read this general Terms and Conditions of Use carefully before using the Website or App (the "Platforms"). By using the Dr Derma Telehealth Services, you acknowledge that you have read and understood these Terms and Conditions of Use, the Privacy Statement, and the Informed Consent.

### General Terms and Conditions of Use

#### 1. Definitions

In this general Terms and Conditions of Use document, the terms below have the following meanings:

- 1.1. "AHPCSA" refers to the Allied Health Professions Council of South Africa, the statutory body established in terms of the Allied Health Professions Act 63 of 1982.
- 1.2. "Dr Derma" means Dr Derma Southern Africa Proprietary Limited ("Registration Number 2018/456093/07") and its affiliates and subsidiaries from time to time.
- 1.3. "The App" means any online application software that is provided by or is connected with Dr Derma that you install or download from an online application store and access via a mobile device, including any smartphone and / or tablet device.
- 1.4. "Competent Person" means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a minor child, for example, a parent or legal guardian.
- 1.5. "Dermatologist" means any user who engages with any users on the Platforms, in respect of the services offered therein, and who is a registered and licensed Dermatologist under the HPCSA.
- 1.6. "HPCSA" refers to the Health Professions Council of South Africa, the statutory body, established in terms of s 2(1) of the Health Professions Act 56 of 1974.
- 1.7. "Personal information" means information, including special personal information, relating to you or any other living person or existing legal entity, including but not limited to —
  - 1.7.1. Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
  - 1.7.2. Information relating to the education or the medical, financial, criminal or employment history of the person;
  - 1.7.3. Any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
  - 1.7.4. Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
  - 1.7.5. The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such



information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

1.8. "Platforms" means collectively our website(s) and the Dr Derma Apps.

1.9. "POPIA" refers to the Protection of Personal Information Act 4 of 2013.

1.10. "Processing of Information" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing, and removing or deleting personal information.

1.11. "We", "us", "our" and "Dr Derma" means Dr Derma Southern Africa Proprietary Limited.

1.12. "Website" means the internet websites with the address [www.drderma.co.za](http://www.drderma.co.za) and <https://app.drderma.co.za> and / or any website with a URL that is validly registered to Dr Derma.

1.13. "You" and "your" means the user of the Platforms.

## **2. Conditions of Access**

2.1. Your access to, and use of, the Platforms is subject always to the terms and conditions set out in these general Terms and Conditions of Use.

2.2. To avoid any confusion, you agree that these terms and conditions apply to your use of:

2.2.1. the website;

2.2.2. any Dr Derma Apps; and

2.2.3. any third-party website or mobile application licensed to us, regardless of the platform, gateway, portal or mode of access you use to install, download or access the Platforms. Your cell phone network provider may, depending on the type of contract you have, charge you for accessing the Platforms or for any usage of the Platforms (such as data and SMS charges). Dr Derma cannot be held responsible for any of these charges.

## **3. Your Acceptance and Consent**

3.1. By using the Platforms, you expressly agree to these terms and conditions of the use of the Platforms. If you do not agree to all of the terms and conditions, please do not continue to use the Platforms.

3.2. When you install or download the Dr Derma App, you may be required to accept the terms and conditions or the end user license agreement (collectively, the "EULA") of a third-party supplier or vendor. While the EULA is independent from these terms and conditions and establishes a separate legal relationship which you are bound by, you agree that the EULA will apply to your use of the Dr Derma Apps.

3.3. You agree that these terms and conditions apply to any information accessed via the Platforms, and to all sections of the Platforms.

**4. Changes to these Terms and Conditions**

- 4.1. We may change these terms and conditions at any time. We recommend that you familiarise yourself with these terms and conditions regularly.
- 4.2. The most updated version of these terms and conditions will apply each time that you access and use the Platforms.

**5. Your Account**

- 5.1. If you use the Platforms, you must keep your access details (including, your username and PIN) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or PIN and accept responsibility for sharing your username and PIN. You are only permitted to use one account. If you use more than one account, we may revoke all access.
- 5.2. Once you have logged onto the Platforms, certain information, functionalities and other features of the Platforms will be accessible to you the next time you access the Site, without having to re-enter your PIN. If you prefer to enter your password every time you access the Site, you can change the setting in the menu option or using your internet browser.
- 5.3. Dr Derma may refuse to provide products and / or services to you if we are unable to verify any information that you provide to us.
- 5.4. You agree that the following actions shall be material breaches of these terms and conditions:
  - 5.4.1. signing in as, or pretending to be, another person;
  - 5.4.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others.
  - 5.4.3. using interactive services in a way that is intended to harm, or could result in harm, to you or to other users of the Platforms; or
  - 5.4.4. gathering information about others without obtaining their prior written consent.
- 5.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 5.6. You may change your username and password at any time, although Dr Derma 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 following such changes.

**6. Full disclosure of all relevant facts and benefit entitlement**

- 6.1. Dr Derma might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.
- 6.2. You guarantee that all information provided by you at any time to Dr Derma on or via the Platforms, will be true, accurate, current and correct and you undertake to update the information as and when required.

- 6.3. You guarantee that you have fully disclosed all facts and agree that this policy and any transactions related to this policy will be void if you do not meet this requirement.

**7. Electronic communication and records**

- 7.1. When you visit the Platforms or send e-mails to us, you accept that we may communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.
- 7.2. 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 Dr Derma. This includes but is not limited to mobile push notifications.
- 7.3. If you are a registered user of the website, you may receive communications from us via e-mail. If you do not want to receive e-mails from Dr Derma, you may change the way you receive your communication on the website, or you can email to: [support@drderma.co.za](mailto:support@drderma.co.za)
- 7.4. Dr Derma takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. 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.
- 7.5. 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.

**8. Copyright**

- 8.1. All content made available on the Platforms (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to Dr Derma, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the Platforms is the exclusive property of Dr Derma and is protected by South African and international copyright laws.
- 8.2. Except if permitted under this or another agreement with Dr Derma no portion of the Platforms may be copied or transmitted via any means available now or in the future.
- 8.3. Any unauthorised use, alteration or dissemination of the information or content on the Platforms is prohibited.
- 8.4. You agree that if you breach the terms of this clause 8, Dr Derma will have the right to claim damages from you, which will include the right to claim special, incidental, consequential or indirect damages. Dr Derma will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 8.5. Nothing on the Site should be regarded as granting any license or right to use any trademark without Dr Derma's prior written permission.
- 8.6. Dr Derma tries to ensure that the most sophisticated technology protects the information on the Platforms. However, Dr Derma cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Platforms. If you suspect a breach or where a breach may have taken



place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

## **9. Disclaimer**

- 9.1. The Platforms and all information, content, tools and materials are provided by Dr Derma on an "as is" and "and available" basis, unless we inform you in writing.
- 9.2. Dr Derma does not guarantee the operation of the Platforms or the information, content, tools or materials on the Platforms. You agree that you use the Platforms at your own risk.
- 9.3. Dr Derma does not guarantee that (i) the Platforms; (ii) the information, content, tools or materials included on the Platforms; (iii) Dr Derma servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. Dr Derma will not be liable for any damages of any kind arising from your use of the Platforms or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.
- 9.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:
  - 9.4.1. 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 Dr Derma; or
  - 9.4.2. any inaccurate, incomplete or inadequate information obtained from the Platforms supplied by you, including any diagnoses or treatment plans and recommendations of any nature received from Dermatologist via the Platforms.
- 9.5. We are not responsible for any direct or indirect loss or damages that may arise from:
  - 9.5.1. any of the events described in this paragraph or the paragraphs above.
  - 9.5.2. your actions or omissions that result in a breach of these terms and conditions.
  - 9.5.3. any links to other websites from the Platforms. You also acknowledge that we cannot control the content of/or the products offered on those websites;
  - 9.5.4. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Dr Derma in disrepute; or
  - 9.5.5. your reliance on any of the information, content, tools or materials that you obtain from the Platforms or from any advice, diagnoses or treatment plans provided to you by a Dermatologist.
- 9.6. It is very important that you acknowledge and understand that the information included on the Platforms should not to be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act 37 of 2002. Please consult with your financial adviser should you require any financial services or financial products.

- 9.7. To the extent that clinical information may be provided on the Platforms, it is based on best practice and on current recommendations and guidelines. These obviously change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. You should not discontinue any treatment you may be receiving on the basis of 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 even if certain treatment has worked before.

## **10. The following applies to the App**

- 10.1. The App is an app-based platform developed by Dr Derma to provide access to Dermatologists who are registered on the App.
- 10.2. You may access Dr Derma services through our website or through the Dr Derma App.
- 10.3. You acknowledge and agree that –
- 10.3.1. your access and use of Dr Derma is subject to these terms and conditions set out in this policy as well as under any agreements entered into between Dr Derma and the Dermatologists;
  - 10.3.2. Dr Derma may share your personal information which you load on Dr Derma with any doctor to whom you have given consent to access your personal information (“your doctor / Dermatologist”); and
  - 10.3.3. Dr Derma may share your personal information including information about how you and your doctor have used the App and the treatment prescribed by your Dermatologist during a virtual consultation in order to a) analyse your use of the Platforms, b) suggest functionality which you may find useful and c) improve the services provided to you by means of the Platforms.
- 10.4. You are solely responsible for ensuring the necessary security for your mobile device. This can be in the form of a device auto-lock feature pin access control, fingerprint, or facial recognition technology.
- 10.5. Neither Dr Derma nor any of its shareholders, directors, officers or employees will be liable for any claim, loss, damage, injury or death that may result, directly or indirectly, from your use of the Platforms.
- 10.6. Dr Derma complies with the current regulatory requirements as set out under the HPCSA's "Guidelines on telemedicine in South Africa" issued on the 9 March 2020, the AHPCSA's "Guidelines: Telehealth and Telemedicine as a result of south African State of Disaster" issued on the 25 March 2020, and the requirements as set out by POPI.

## **11. Indemnity**

- 11.1. While Dr Derma makes every effort to ensure that the content and information on the Platforms is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Platforms or whether they are complete, accurate or appropriate.



- 11.2. You agree to fully indemnify Dr Derma, its shareholders, directors, employees, and trustees (where applicable) against any claim, loss or damages which you may incur or suffer as a result of your use of the Platforms.
- 11.3. You agree to fully indemnify Dr Derma, its shareholders, directors and employees, the board of trustees of the scheme and the employees of the scheme, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the Platforms and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 11.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Platforms may change. Dr Derma will notify you of the important changes within a reasonable time, but even if you do not receive notice, you are bound by these terms and conditions each time you use or access the Platforms.
- 11.5. You agree that any calculations made on the Platforms, (including any relating to your health) are estimates and are meant as guidelines only.
- 11.6. Dr Derma is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
- 11.7. All products and services provided on the Platforms are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 11.8. You accept that some of the information, content, tools or materials on the Platforms come from external sources (including independent practitioners in the health and wellness industry and all listed Dermatologists on the Platforms), and you agree that Dr Derma is not responsible, and will not be held liable, for any information or content, received from these external sources.

## **12. Phishing and spoofing**

- 12.1. If you receive an unsolicited e-mail that appears to be from Dr Derma and that requests you to provide personal information (such as your credit card number, username, or password, or PIN), or that asks you to verify or confirm your Dr Derma information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofers".
- 12.2. Dr Derma 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 the link. Responding to "phishing" places you and your personal information at risk. Dr Derma cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofers".

## **13. Applicable law**

By accessing and using the Platforms, you agree that the laws of the Republic of South Africa will govern these terms and conditions, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this policy.

## **14. General Provisions**

- 14.1. The headings of the clauses in these terms and conditions are provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify these terms and conditions.



- 14.2. If any provision of these terms and conditions is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of these terms and conditions.
- 14.3. No failure or delay by Dr Derma to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of these terms and conditions.

**\*\*\* END OF TERMS AND CONDITIONS\*\*\***