

**HELLO DOCTOR TERMS AND CONDITIONS  
&  
TERMS OF USE OF THE HELLO DOCTOR SERVICES**

**1. INTRODUCTION**

- 1.1 Hello Doctor is a subscription-based electronic platform (the “Hello Doctor Platform”) designed to promote a better understanding, knowledge and awareness of health care, acting as an interface between yourself (the “User”) and health practitioners in South Africa; presenting you with the opportunity to communicate with registered medical practitioners to discuss all your health care related questions.
- 1.2 **The User will be required to accept these terms and conditions before subscribing for the services. By subscribing for the services and using the Hello Doctor Platform, the User acknowledges, represents and warrants to and in favour of Hello Doctor, that he or she:**
- 1.2.1 **has carefully read, understands and expressly agrees to the terms and conditions as set out below;**
  - 1.2.2 **is at least 18 years of age and that he or she possess the legal right and ability to enter into an agreement with the attending doctor and/or Hello Doctor. If the User is under the age of 18, he or she must have his or her parents’ consent. To the extent the legal requirement for age of majority is greater than the age of 18, the User represents and warrants that he or she is at least that age;**
  - 1.2.3 **understands the financial commitments in subscribing for the service;**
  - 1.2.4 **is and will at all material times be in a financial position to meet his or her obligations under this Agreement; and**
  - 1.2.5 **is authorised to use such mobile or other electronic device or payment card to make payment, as the case may be, and that there are sufficient funds available to pay for the service if applicable.**

**In the event that the User does not agree to these terms and conditions, please do not continue using the Hello Doctor platform.**

- 1.3 Hello Doctor may refuse to provide the services to a User if Hello Doctor is unable to verify any information that the User provides.
- 1.4 Hello Doctor reserves the right to change any of the terms and conditions contained herein, at any time and at its sole discretion. When Hello Doctor makes changes to the terms and conditions, the User will be presented with the latest version the next time the User accesses the Hello Doctor Platform. The User will need to accept the updated terms and conditions before the User can continue using the Hello Doctor Platform. Any changes will be effective immediately upon posting on the Hello Doctor Platform. Your continued use of the Hello Doctor Platform following the posting of changes will constitute your acceptance of such changes. You undertake to review these terms and conditions whenever you access the Hello Doctor Platform.

**2. THE SERVICES**

- 2.1 The Hello Doctor Services are 24/7 (“**Hello Doctor Services**”), these include:
- 2.1.1 **Text a Doctor**, which entitles a User to private and confidential one-on-one health text messages to and from an attending doctor;
  - 2.1.2 **Talk to a Doctor**, which entitles a User to direct telephonic access to an attending doctor anytime, anywhere, by logging a request for the next available health practitioner to contact a User;

- 2.1.3 **Telehealth**, which allows a User access to remote consultations with an attending doctor using telephonic or virtual platforms of consultations.
- 2.2 These services may be reviewed, updated, added to and/or removed by Hello Doctor from time to time and in its sole and absolute discretion, meaning that the above list of services is not exhaustive and that the definitions in paragraph 2.1 above, will be varied from time to time to bring it in line with the current services offered by Hello Doctor.
- 2.3 The medico-legal relationship, if any, created by the attending doctor phoning and/or consulting with the User upon his or her request, or texting the User in response to your text based message, is by and between the User and the attending doctor.
- 2.4 Hello Doctor attending doctors do not provide feedback to or communicate directly with a User's regular doctor.
- 2.5 Subject to any and/or all-applicable laws, Hello Doctor makes no warranty or representation, whether expressly or implicitly:
- 2.5.1 about any component of a selected Hello Doctor Service, or that the User will be able to have access to or continue to have access to the service or that such access will be continuous and/or uninterrupted; and/or
  - 2.5.2 as to the quality of reception by the User of the service, or any aspect thereof, as Hello Doctor cannot be responsible or liable for electronic media or conveyance through, on and/or via such electronic means as these factors are and will be beyond its control; and/or
  - 2.5.3 that the software used to provide the selected service including any software applications, is virus or error-free, flawless or without fault; and/or
  - 2.5.4 that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to its delivery timeline requirements.
- 2.6 Hello Doctor will use its reasonable endeavors to make its services and products available to the User and to maintain the availability thereof on the understanding that such services are provided on an "as is" and "*as available*" basis.
- 2.7 Hello Doctor, in the absence of its gross negligence or wilful misconduct will not be liable to any person for the content of and/or the use of materials constituting the selected service whether provided by Hello Doctor or a third party.
- 2.8 These services are provided in good faith based upon the information given by the User, during the phone call, text message and/or consultation. As such, the User is required to disclose all relevant information, no matter how trivial, pertaining to his or her current health and past medical history that may have a bearing on the services to be so provided.
- 2.9 It is the User's right to ask the attending doctor any questions he or she has about his or her health to help the User make an informed decision and choice.
- 2.10 All calls will be recorded and kept confidential. All text-based messages will be stored and kept confidential.
- 2.11 **The User hereby specifically represents and warrants to and in favour of Hello Doctor that all information offered, proffered, provided, discussed with and/or communicated to any health practitioner whilst making use of a selected service**

**will be absolutely true and correct in every respect and regard – hereby acknowledging the importance as to the serious consequences if such information is not as represented and warranted.**

- 2.12 Hello Doctor and the attending doctor:
  - 2.12.1 make no warranty as to the content of any information and/or response; and
  - 2.12.2 do not guarantee that a conversation with an attending doctor via the telephone and/or text message and/or video consultation is the appropriate course of action for the User's particular healthcare problem.
- 2.13 The User can opt out of receiving care, at any stage, but acknowledge that it may not be in the User's best interest and the User therefore releases the Hello Doctor attending doctor from being legally liable for this.
- 2.14 The User agrees and acknowledges that the Hello Doctor attending doctor may encourage the User to present himself or herself for a face-to-face consultation at a healthcare facility if the Hello Doctor attending doctor is of the opinion that the telehealth consultation is not suitable for the User.
- 2.15 **The Hello Doctor Services are not intended nor suited to be a replacement for professional medical advice, face-to-face consultations and medical care, examination, diagnosis or treatment relative to a specific condition. The User is urged to immediately seek medical treatment if and to the extent the condition and reason for his or her call persists. The User is solely responsible for all information and/or communication given during the telephone conversation, text message, consultation or other communication. The User undertakes to contact his or her doctor immediately should his or her condition change or his or her symptoms worsen. If the User requires urgent care, the User should contact his or her local emergency services immediately as Hello Doctor is not an emergency service. Any and all services that the User acquires through Hello Doctor and the attending doctor shall be solely for his or her personal use and/or that of your family member requiring the services.**
- 2.16 **To the extent that Hello Doctor does not have a presence and/or offering in the User's country, and the User is not within South Africa, the User is deemed to be within the South African borders and under the jurisdiction of the South African courts for any matter that may arise relating to Hello Doctor.**
- 2.17 The User acknowledges that the service may have limitations relating to technology, such as data and internet failures.

### **3. HOW TO SUBSCRIBE FOR THE HELLO DOCTOR SERVICES**

- 3.1 Access by Users to the Hello Doctor Services will differ based on whether a User is making use of or subscribing to the services on or through the following subscription channels ("**Subscription Channels**"):
  - 3.1.1 **Hello Doctor Website;**
  - 3.1.2 **Third Party Benefit Programme** (See the **Hello Doctor Partner Page** on the website).
- 3.2 The User will not be entitled to access a Hello Doctor Service for which the User is not subscribed to and/or has not paid for.

- 3.3 All subscriptions are subject to the approval of Hello Doctor in its sole discretion. Hello Doctor will have the unfettered right to accept or reject an offer for any of its services, made by a User. Hello Doctor will be entitled to take steps to restrict or suspend the services to a User who misuses the Hello Doctor services.

#### **4. FREE HELLO DOCTOR TRIAL PERIOD**

Users subscribing to the Hello Doctor Services (except Users subscribing through a Third Party Benefit Programme who have free use of Services at all times) will be given a 7 (seven) day free trial period. Should the User wish to continue with the Hello Doctor Services after the free trial period, then subscription fees will become due from day 8 (eight) being the day following the free trial period.

#### **5. AVAILABILITY OF HELLO DOCTOR SERVICES**

- 5.1 The availability of a selected Hello Doctor Service and the applicable subscription fee payable will be determined by:
- 5.1.1 the Subscription Channel through which the selected service is subscribed for; and/or
  - 5.1.2 the selected service subscribed for.
- 5.2 To the extent Hello Doctor makes special promotions or vouchers available, from time to time, the services sold under such special promotions or vouchers will be subject to certain additional conditions, including availability and limited-offer stipulations.

#### **6. CONSENT**

- 6.1 **The User consents to:**
- 6.1.1 **the provision of healthcare services from a Hello Doctor attending doctor with whom the User has an established practitioner-patient relationship, or as a new patient, using telehealth technology, either by telephone, video consultation or similar whilst and as authorised by the Health Professions Council of South Africa;**
  - 6.1.2 **the transfer of the User's personal and medical information to another Hello Doctor attending doctor or other relevant third party;**
  - 6.1.3 **the Hello Doctor attending doctor not providing feedback or communicating directly with the User's regular/existing doctor;**
  - 6.1.4 **record-keeping of all sessions which are required by law including video and sound recording.**

#### **7. PAYMENT & PAYMENT METHODS**

- 7.1 All payments must be made on a pre-paid basis, meaning that subscription fees must be paid in advance and prior to making use of the selected Hello Doctor Service.
- 7.2 To the extent the User wishes to make use of any extended payment method (debit order or credit card payments), such payments will be made on a continual commitment basis, meaning that the User is committed for and to the full extent of the subscription period by means of the monthly debit order or recurring credit card payment, or such other additional recurring payment options that may from time to time be provided for by Hello Doctor.
- 7.3 The User, by selecting the method through which he or she wishes to pay (including but not limited to the debit order bureau used by Hello Doctor from time to time), appoints,

authorises and/or instructs, as the case may be, such person as his or her agent to give effect to such payment, and, as such, remains responsible and liable for such payment to Hello Doctor, hereby assuming the risk that payment will be duly and fully made to Hello Doctor.

- 7.4 The User, in the event of a debit order or other similar electronic payment, hereby authorises Hello Doctor and its affiliates to debit the User's bank account between the 1st (first) and last day of each month for all and/or any fees, costs, charges and taxes owed by the User in terms of this Agreement. In this regard, Hello Doctor and its affiliates will be entitled, authorised and instructed to make multiple submissions during a month to procure or obtain payment.
- 7.5 Regardless of the mode of access to the Hello Doctor Platform, the User's cell phone provider may, depending on the type of contract the User has, charge the User for accessing the Hello Doctor Platform or for any usage thereof (such as data charges and SMS charges). Hello Doctor cannot be held responsible for these charges.
- 7.6 The User agrees to carry his or her own costs relating to the infrastructure and/or running costs associated with such service being rendered.
- 7.7 The User acknowledges that the User's medical scheme, insurance or employee benefit program may or may not cover the costs of the service and that the User undertakes to cover any shortfall that his or her medical scheme does not cover.

## **8. SUSPENSION AND CANCELLATION**

- 8.1 The User will be entitled to the Hello Doctor Services, for so long as payment is timeously made to Hello Doctor for the use thereof.
- 8.2 Both Hello Doctor and the User shall be entitled to cancel this Agreement, without any reason and recourse to itself, on 30 (thirty) days' notice by cancelling the subscription online through the Hello Doctor Website and/or on the Hello Doctor App.
- 8.3 In respect of **Third Party Benefit Programmes**, the User will be entitled to make use of the Hello Doctor Services:
  - 8.3.1 to the extent the agreement between the Third Party Benefit Programme and Hello Doctor remains legally in force and has not been terminated; and
  - 8.3.2 for so long as the Third Party Benefit Programme has paid for such service.
- 8.4 Hello Doctor will be entitled, but not obliged to:
  - 8.4.1 suspend a selected Hello Doctor Service, without any recourse to itself, pursuant to any unforeseen event beyond its reasonable control and which prevents its performance; and/or
  - 8.4.2 suspend a selected Hello Doctor Service and/or cancel or terminate this Agreement if and to the extent the User and/or Third Party Benefit Programme fails, neglects and/or refuses to make any payment timeously and/or at all; and/or
  - 8.4.3 cancel or terminate this Agreement, without any recourse to itself, if and to the extent any agreement by and between Hello Doctor and a Third Party Benefit Programme is suspended, terminated and/or expires.

## **9. PERSONAL INFORMATION**

- 9.1 The User expressly gives and, to the extent applicable, is and will be deemed to have provided express permission for the collection, collation, processing, receipt, storage, recording, updating, modifying, retrieval, dissemination and distribution of his or her personal information for the purposes set out herein, which Hello Doctor is entitled, but not obliged to do.
- 9.2 Subject to all and/or any laws to the contrary, the User must and will:
- 9.2.1 provide Hello Doctor with the personal and contact details and information as required by it in order to administer and/or deliver the selected service, as the case may be; and/or
- 9.2.2 inform Hello Doctor and/or the Third Party Benefit Programme (if applicable), in writing, within 7 (seven) days of any change to any of the information provided by the User in relation to the selected Hello Doctor Service.
- 9.3 The User hereby authorises Hello Doctor (who will not be obliged to), subject to any and/or all applicable laws, to:
- 9.3.1 access from any credit bureau, which is a member of the Credit Bureau Association and subscribes to its Code of Conduct ("**Credit Bureau**") his or her personal information concerning financial risk and payment habits ("**Payment Profile**") for purposes of fraud prevention and debtor tracing, and to disclose information regarding his or her Payment Profile to such Credit Bureau; and/or
- 9.3.2 use information that Hello Doctor may have in relation to the User for the purposes of –
- 9.3.2.1 processing any request; and/or
- 9.3.2.2 administering this Agreement; and/or
- 9.3.2.3 informing the User of any new aspects of the service provided by Hello Doctor; and/or
- 9.3.2.4 informing the User of promotional competitions; and
- 9.3.2.5 disclosing the User's personal information:
- (a) to any of the Hello Doctor attending doctors or any other relevant third party; and/or
- (b) to companies, businesses or persons affiliated with Hello Doctor for purposes of marketing their services; and/or
- (c) to any company, business or person which acquires the Hello Doctor business or any part thereof, or which it may acquire; and/or
- (d) to agents, representatives or service providers which Hello Doctor appoints to process any transaction contemplated and/or provided for herein, administer this Agreement or provide management or other services; and/or
- (e) to Hello Doctor's payment system providers in order to facilitate the collection of any fees, charges and costs using payment systems owned and operated by third parties or other persons; and/or
- (f) retain the User's personal information referred to herein for as long as Hello Doctor is required to do so in terms of the law or in order to exercise or protect any of its rights under or by virtue of this Agreement.
- 9.4 **The User agrees that his or her personal information will be used for research purposes to indicate the effectiveness and value of the Hello Doctor Service to the User and will be subject to the User agreeing to this by accepting these terms and conditions and using the service. The User is free to participate or not. The**

research data will be collected and securely stored on the Hello Doctor cloud server and used for the intended purpose giving due consideration to the confidentiality of the User. The User is free to withdraw from the research at any time by terminating their subscription. If the User does not want to participate the User MUST NOT accept our terms and conditions or use our (Hello Doctor) services.

## **10. HELLO DOCTOR'S FAILURE TO PERFORM**

Hello Doctor and its attending doctors will not be liable for failure to perform if the failure is attributable (wholly, partially or late), to some unforeseen event or circumstance beyond its reasonable control which prevents it from performing, timeously or otherwise. This will not be limited to technical problems or downtime related to a fixed line or mobile tele-communications provider which, in each case, is beyond Hello Doctor's reasonable control, having exercised reasonable care and diligence to prevent and/or mitigate against the occurrence and/or consequences of that event or circumstance.

## **11. LIMITATION OF LIABILITY**

11.1 All references to Hello Doctor includes a reference to their shareholders, promoters, employees, representatives, directors, agents, consultants, advisers, subcontractors and any other Persons acting for or on their behalf in the provision of any service and/or product contemplated or provided for herein.

11.2 **The User understands and accepts that there is an inherent risk in not having a physical examination. The User's use of the services is at his or her sole risk and he or she assumes full responsibility for all risks associated therewith. All information or services provided through the Hello Doctor Services are provided without any warranty of any kind, express or implied. To the fullest extent permissible under South African law or any other law, Hello Doctor and the attending doctor, their shareholders, affiliates, directors, officers, managers, employees, advisers and/or other representatives hereby disclaim all representations and warranties, express or implied, statutory or otherwise, including but not limited to warranties of fitness for a particular purpose. Without limiting the foregoing, there is and shall be no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the services and/or the products so provided.**

11.3 Hello Doctor and the attending doctor shall not be liable for any direct damages in excess of the subscription price of any service subscribed or paid for. In addition, to the maximum extent permitted by law, Hello Doctor and the attending doctor shall not be liable for any special, punitive, indirect, incidental or consequential damages, including but not limited to personal injury, wrongful death or loss of use, whether in any action in warranty, contract, delict (including, but not limited to negligence or fundamental breach), or otherwise arising out of or in any way connected with the use of, or the inability to use, these services or any material or information contained in, accessed through these services.

11.4 Neither Hello Doctor nor the attending doctors shall be liable for any loss or damages of any nature whatsoever suffered by the User or any other person arising out of or in connection with:

11.4.1 any act or omission of Hello Doctor or the attending doctors, save for any act or omission which is wilfully intended to cause loss or is grossly negligent; and/or

11.4.2 a breach of this Agreement by the User; and/or

- 11.4.3 any interruption, delay, suspension, defect or failure in the distribution or reception of the selected service beyond Hello Doctor or the attending doctor's reasonable control.
- 11.5 Notwithstanding any express exclusion of liability recorded herein, neither Hello Doctor nor the attending doctors shall be liable for any loss or damage of any nature, including direct, indirect, special or consequential damages, including loss of profits, suffered by the User or any third party or person arising from any cause, except where such loss or damage is caused by the intentional or grossly negligent acts or omissions of Hello Doctor or the attending doctors.
- 11.6 **The User hereby indemnifies, defends and holds harmless Hello Doctor and the attending doctors against any loss, liability, expense, damage, cost and claim brought by any third party or person against Hello Doctor and the attending doctors:**
- 11.6.1 **arising out or related to any breach of the provisions of this Agreement; and/or**
- 11.6.2 **as a result of access to or use by a third party or person of the selected service; and/or**
- 11.6.3 **associated with the provision of the selected service to the User.**

## **12. VARIATIONS, WAIVERS & INDULGENCES**

- 12.1 No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of these terms and conditions (including this clause) will be of any force or effect unless it is reduced to writing and signed by the parties or by the parties' respective duly authorised representatives, save that Hello Doctor will have the right to unilaterally amend from time to time its prices in and for the Hello Doctor Services and the amendments brought about thereby will be deemed to be incorporated herein and this Agreement so amended, unless otherwise provided for and/or agreed to in writing by Hello Doctor.
- 12.2 Any express waiver of any breach of these terms and conditions will not be deemed to be a waiver of any subsequent breach. Likewise, one or more waivers of any right, obligation or default will not be construed as a waiver of any subsequent right, obligation or default.
- 12.3 Any liability to any party under these terms and conditions may, in whole or in part, be released, compounded or compromised or time or indulgence given by that party in its discretion as regards any party under such liability without in any way prejudicing or affecting its rights against the other party under the same or a like liability, whether joint and several or otherwise.

## **13. SEVERABILITY & ILLEGALITY**

If any provision of the terms and conditions is held to be invalid, illegal, contrary to public policy or unenforceable by a Court of competent jurisdiction or arbitrator, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and will remain and be of full force and effect.