

**HELLO DOCTOR TERMS, CONDITIONS  
&  
TERMS OF USE**

**1. ACCEPTANCE**

- 1.1 The “Hello Doctor” services are brought to you by Momentum Health Solutions (Pty) Ltd, as defined in these Terms and Conditions.
- 1.2 Hello Doctor, is an 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, providing two types of services (Advice line and telehealth consultations); presenting you with the opportunity to communicate with registered medical practitioners to discuss all your health care related questions.
- 1.3 The User will be required to accept these terms and conditions before using the services. By using the Hello Doctor Platform, the User acknowledges, represents and warrants to and in favour of Hello Doctor, that he or she:
- 1.3.1 has carefully read, understands and expressly agrees to the terms and conditions as set out below;
  - 1.3.2 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;
  - 1.3.3 Should you be purchasing the Hello Doctor Services on behalf of another person, you hereby confirm that you shall ensure that You/ the User is made aware of these Terms and Conditions to which they shall be bound. Where You/the User is a minor, who is unmarried and below the age of 18 years, you (the Purchaser) hereby consent to these terms and condition on behalf of the You/the User and hereby confirm that you are duly authorised to do so in both your personal and representative capacities and in so doing accept responsibility for the use of the Services in accordance with these Terms and Conditions on behalf of the minor You/the User.
  - 1.3.4 understands the financial commitments in using the Telehealth/telemedicine service;
  - 1.3.5 is and will at all material times be in a financial position to meet his or her obligations under this Agreement; and
  - 1.3.6 is authorised to use such mobile or other electronic devices 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 and services.**

- 1.4 Hello Doctor may refuse to provide the services to a User if Hello Doctor is unable to verify any information that the User provides.
- 1.5 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.

- 1.6 These Terms and Conditions constitute an agreement between you (“the User/You” and/or “Purchaser”) and Hello Doctor. These Terms and Conditions shall apply to all natural and or juristic persons who purchase Hello Doctor Services and or utilize the Services.
- 1.7 Should you not understand or agree to these Terms and Conditions kindly, notify us on email address: info@hellodoctor.com

## **2. THE SERVICES**

- 2.1 The Hello Doctor Services are 24/7 (“**Hello Doctor Services**”), these include:
  - 2.1.1 Advice line, which allows for verbal advice between the doctor and User, this service is free and it includes two options:
    - 2.1.1.1 **Text a Doctor**, which entitles a User to private and confidential one-on-one health text messages to and from an attending doctor;
    - 2.1.1.2 **Talk to a Doctor**, which entitles a User to direct telephonic access from an attending doctor anytime, anywhere, by logging a request for the next available doctor to contact a User via a return phone call;  
**Please note this service is limited to advice only and does not include prescriptions or medical documents.**
  - 2.1.2 **Telehealth consultation**, which allows a User access to remote consultations with an attending doctor and/or healthcare provider using telephonic or virtual platforms for consultations through the Users phone, the User is charged a fee for this service either paid for by the User or through the User’s applicable health cover.

Please note, the services available are dependent on the User plan and/or channel used to access these services.

- 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 and/or healthcare provider 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 and/or healthcare provider.
- 2.4 Hello Doctors’ 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 endeavours to make its services 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 telehealth 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 and virtual consultations 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, the attending doctor and/or healthcare provider:  
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’s attending doctor from being legally liable for this.
- 2.14 The User agrees and acknowledges that the Hello Doctor’s 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, the attending doctor and/or attending healthcare provider shall be solely for his or her personal use and/or that of your family member requiring the services. The User agrees that the use of Hello Doctor Services and any dispute arising out of the use of these Services is subject to the laws of the Republic South Africa.**

- 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. TELEMEDICINE CONSULTATIONS**

- 3.1 All Telemedicine Consultations shall be conducted via the Telemedicine Platform and it is the responsibility of the User/You to ensure they have access to the platform and sufficient connectivity and data to conduct the Telemedicine Consultation. Failure to do so will render the service void and the User/You shall not be entitled to a refund. If the connection failure was due to the fault of the Hello Doctor medical professional and/or the premises, the Hello Doctor Professional will reschedule the virtual appointment or continue the consultation telephonically.
- 3.2 Telemedicine Consultations have the following limitations which you acknowledge and accept:
  - 3.2.1 may not include a virtual / video face to face consultation;
  - 3.2.2 may exclude medication, radiology or pathology if a referral is required;
  - 3.2.3 your vital signs will not be assessed unless the User is in the presence of an attending healthcare provider at selected facilities/premises; and
  - 3.2.4 should you not have a pre-existing relationship and/or file with Hello Doctor prior to the Telemedicine Consultation, the service shall only be valid for so long as the Telemedicine Consultation is permitted by law.

### **4. CONSENT**

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

### **5. PAYMENT & PAYMENT METHODS**

- 5.1 The User, by selecting the method through which he or she wishes to pay, 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.
- 5.2 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.

- 5.3 The User agrees to carry his or her own costs relating to the infrastructure and/or running costs associated with such service being rendered.
- 5.4 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.

## **6. ONLINE PAYMENT FACILITY**

- 6.1 Payment may be made via Visa or MasterCard Cards
- 6.2 Card acquiring and security
  - 6.2.1 Card transactions will be acquired for Momentum Health Solutions (Pty) Ltd. via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.
- 6.3 Customer details separate from card details
  - 6.3.1 Customer details will be stored by Momentum Health Solutions (Pty) Ltd separately from card details which are entered by the client on DPO PayGate's secure site.
  - 6.3.2 For more detail on DPO PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).
- 6.4 Merchant Outlet country and transaction currency
  - 6.4.1 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

## **7. SUSPENSION AND CANCELLATION**

- 7.1 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.
- 7.2 In respect of **Third-Party Benefit Programmes**, the User will be entitled to make use of the Hello Doctor Services:
  - 7.2.1 to the extent the agreement between the Third-Party Benefit Programme and Hello Doctor remains legally in force and has not been terminated; and
  - 7.2.2 for so long as the Third-Party Benefit Programme has paid for such service.
- 7.3 Hello Doctor will be entitled, but not obliged to:
  - 7.3.1 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
  - 7.3.2 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
  - 7.3.3 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.
- 7.4 The provision of goods and services by Hello Doctor, Momentum Health Solutions (Pty) Ltd is subject to availability. In cases of unavailability Momentum Health Solutions (Pty) Ltd will refund the client in full within 30 days.
- 7.5 A User/You may cancel goods or services by Hello Doctor at any point prior to the commencement of the engagement with Hello Doctor.

- 7.6 A User/You will only have a right to claim a refund if goods or services have been paid for prior to the engagement and the User/You cancels before the engagement commences using the Telemedicine Platform.
- 7.7 Notwithstanding clause 7.3.3 above, should a User/You fail to cancel before the engagement commences, the User/You will have no right to claim a refund.

## **8. PERSONAL INFORMATION**

- 8.1 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.
- 8.2 Subject to all and/or any laws to the contrary, the User must and will:
- 8.2.1 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
- 8.2.2 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.
- 8.3 The User hereby authorises Hello Doctor (who will not be obliged to), subject to any and/or all applicable laws, to:
- 8.3.1 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
- 8.3.2 use information that Hello Doctor may have in relation to the User for the purposes of –
- 8.3.2.1 processing any request; and/or
- 8.3.2.2 administering this Agreement; and/or
- 8.3.2.3 informing the User of any new aspects of the service provided by Hello Doctor; and/or
- 8.3.2.4 informing the User of promotional competitions; and
- 8.3.2.5 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.

- 8.4 **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 the Hello Doctor services. If the User does not want to participate the User MUST NOT accept our terms and conditions or use our (Hello Doctor) services.**

## **9. MEDICAL RECORDS AND DATA PROCESSING**

- 9.1 The User/You acknowledges that in providing the Services, it may be necessary for Hello Doctor, Momentum Health Solutions and/or any other third parties that are involved in the provision of Services, to process his/her personal information. By accepting these Terms and Conditions, the User/You hereby provides his/her consented to Hello Doctor, Momentum Health Solutions or relevant third party to process his/her personal information as defined in law for purposes of providing the Services. Without limiting the application of this clause and for the sole purpose of avoidance of any doubt –

9.1.1 The User/You authorises Hello Doctor and any of the Hello Doctor medical practitioners to disclose the User's/Your medical records to all medical practitioners who provide medical care to the User/You or to whom the User/You has been referred, as may be permitted in terms of the National Health Act 61 of 2003 and the Protection of Personal Information Act 4 of 2013. 6.1.2.

9.1.2 The User/You consents to Hello Doctor and any of the Hello Doctor medical practitioners processing the Users/Your personal information for the purposes of the Protection of Personal Information Act, provided that Hello Doctor and any of the Hello Doctor medical practitioners only processes such information to the extent that is reasonably required.

- 9.2 The User agrees that he/she and/or any person acting on his/her behalf, will preserve the confidentiality of any User/You information and that this obligation shall continue indefinitely. A breach of this requirement will constitute a material breach of these Terms of Use and Hello Doctor shall be entitled to terminate the User's access to the service with immediate effect.

## **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 telecommunications 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. INDEMNITY**

- 11.1 The User/You/Purchaser hereby indemnifies Hello Doctor, Momentum Health Solutions and any of their affiliates, agents and or representatives ("Indemnitees") from and against loss, damage, costs, expenses, liabilities, (including legal costs on attorney and own client scale) ("Loss") which the Patient may suffer or incur arising from or as a result of the use of the Hello Doctor Services, provided such Loss did not arise due to the gross negligence or willful misconduct of the Indemnitees.

- 11.2 The User/You/Purchaser understands and acknowledges that all Hello Doctor medical practitioners are contracted by Momentum Health Solutions and the Health Care Practitioners are registered in compliance with the Health Professions Council of South Africa (HPCSA)

## **12. LIMITATION OF LIABILITY**

- 12.1 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 contemplated or provided for herein.
- 12.2 **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 so provided.**
- 12.3 Hello Doctor and the attending doctor shall not be liable for any direct damages in excess of the fee for any service 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.
- 12.4 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:
- 12.4.1 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
  - 12.4.2 a breach of this Agreement by the User; and/or
  - 12.4.3 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.
- 12.5 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.
- 12.6 Hello Doctor shall not be liable for any loss or damages of any nature suffered by the User at any facilities, pharmacies, clinics, that offer of Hello Doctor services. Hello Doctor will not be responsible or liable for any loss or damage of any nature that is suffered by the User by the staff employed by that facility, including the attending healthcare provider/s.



- 12.7 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:
- 12.7.1 arising out or related to any breach of the provisions of this Agreement; and/or
  - 12.7.2 as a result of access to or use by a third party or person of the selected service; and/or
  - 12.7.3 associated with the provision of the selected service to the User.

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

- 13.1 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.
- 13.2 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.
- 13.3 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.

### **14. 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.

### **15. INFORMATION AND CYBER SECURITY GUIDELINES**

- 15.1 For purposes of this clause 15 the word "User" refers to the Purchaser, the User/You or any person who accesses the Hello Doctor Services.
- 15.1.1 Computer systems and network connected devices must be configured to be connected to securely connect to and communicate information via the Hello Doctor IT Network. It is the User's sole responsibility to provide and continuously ensure a secure connection between the User's device and the Hello Doctor IT Network. The User shall establish and maintain appropriate security measures (such as, but not limited to, the installation of effectively, application of appropriate authentication measures, installation of updated antivirus programs, software updates etc.) to protect the Hello Doctor IT Network leveraging against security breaches, unauthorised access, interference, intrusion, leakage and/or theft of data or information.

### **16. SAFE USAGE GUIDELINES**

- 16.1 Do not open email messages or click on links that may appear suspicious or is questionable.
- 16.2 Never disable or uninstall any security settings on your system.
- 16.3 Do not download copyright material including videos, music, software or intellectual property.

- 16.4 Do not enter any logon credentials if you are unsure of the source and validity of the internet service and/or email.
- 16.5 Ensure that personal and User/You information is securely transmitted over the internet.
- 16.6 Choose strong passwords for internet-based services and change them regularly, the user must not share passwords with any other person, the user will be responsible to for any actions taken if they have compromised their log on and authentication details.
- 16.7 Keep your anti-virus and windows operating system up to date.

## 17. **DEFINITIONS**

In these Terms and Conditions, unless inconsistent with the context, the words and expressions below will bear the following meanings and similar expressions will bear similar meanings:

- 17.1 “**Advice Line**” means the “Text a Doctor” or “Talk to a Doctor” options, which are available to Users, this is a free service, that does not include the telemedicine or telehealth consultations.
- 17.2 “**Hello Doctor**” means a group of medical practitioners who provide Telemedicine Consultations to Users;
- 17.3 “**Momentum Health Solutions**” means Momentum Health Solutions Proprietary Limited, with registration number: 1969/016884/07, trading as Hello Doctor is the administrator for Dr I de Beer and Associates practice which supplies Telemedicine Consultations to Momentum members and the broader healthcare market;
- 17.4 “**Patient**” means a medical scheme member or dependent, Purchaser or a person who is duly authorised by the Purchaser, who is authorized to access services in accordance with these Terms and Conditions;
- 17.5 “**Purchaser**” means the person who purchases the Services and is thus entitled to the Services associated therewith;
- 17.6 “**Services**” means the services associated with Hello Doctor Services;
- 17.7 “**Telemedicine Consultation**” means the telephonic or video call medical consultation with a “**Hello Doctor**” doctor, this consultation allows the Doctor to prescribe medication, provide the required legal medical documents, and this service comes at a fee, either paid for by the User or through the User’s applicable health cover;
- 17.8 “**Telemedicine Platform**” means the platform upon which the Telemedicine Consultation will take place which will be access by both the User/You and Hello Doctor practitioner from a smart phone or similar device;
- 17.9 “**Terms and Conditions**” means these Hello Doctor terms and conditions as amended from time to time; and
- 17.10 “**Third-Party Benefit Programmes**” offer Hello Doctor as a result of you being a member of, or belonging to either a specific medical scheme, a plan, benefit, royalty scheme or the like.
- 17.11 “**User**” or “**You**” means the person who makes use of the Hello Doctor Services.