



CHRONIC.DOC

TERMS AND CONDITIONS

PREPARED BY: GLODEAN BRIJLAL ATTORNEYS t/a GBA LEGAL
18 BAINES ROAD, GLENMORE, DURBAN.

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1. Introduction to Terms and Conditions for Chronic.Doc

These Terms and Conditions constitute, for the purposes of the Agreement, the conditions of usage and service of the Chronic.Doc Application and the agreement between Chronic.Doc and the User for use of the Chronic.Doc Application and associated Services developed, provided and managed by Chronic.Doc. Chronic.Doc reserves the right to effect, in its sole discretion, amendments to these Terms and Conditions from time to time and will notify users of any amendments via the Chronic.Doc App. Chronic.Doc is operated and owned by Dr Sirlleshan Moodley, a registered Medical Practitioner practicing in South Africa.

2. Definitions :

	Word	Definition
1.	Agreement	This Agreement, for providing the Chronic.Doc Application, Chronic.Doc Platforms and Services to the User, which includes
2.	Account	The registered account held by a User, administrator or Managing Dr on the Chronic.Doc Platform
3.	Content	Any data including official statistics and patient information provided by the user
4.	Device	The mobile phone, terminal, tablet, laptop or desktop computer or any other electronic, battery or solar operated device used by the User to gain access to the Chronic.Doc Application
5.	Service Provider	The third-party service provider and its relevant network and infrastructure that provides the User with a connection to a mobile network
6.	Chronic.Doc Platform	All the components, websites, portals, the Chronic.Doc mobile app and all other functionalities as provided through and related to the Chronic.Doc brand
7.	Services	Any service, downloading and/or activating, and/or using the Chronic.Doc service or having access to any Chronic.Doc service
8.	User	Any individual, administrator or Managing Dr that has registered to use the Chronic.Doc platform

9.	User Account	The registered account associated with a User as held on the Chronic.Doc platform
10.	Online Payment System	PayPal South Africa

3. Interpretation :

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modification nor amplification of, the terms of this Agreement nor any clause thereof.

In this Agreement, unless otherwise specifically indicated :

a) words importing:

(i) the male gender includes the female gender;

(ii) the singular includes the plural and vice versa; and

- b) expressions defined in this Agreement shall bear the same meanings in the Annexures (if and or where applicable) to this Agreement unless specifically defined in the Annexures;
- c) where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- d) any reference to a Party includes a reference to the Party's authorised representatives, employees, agents or duly authorised contractors;
- e) when any number of days is prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- f) where words have been defined in the body of this Agreement, such words shall, unless otherwise required by the context, have the meanings so assigned to them throughout this Agreement;
- g) where any provision contemplates a notice to be given or Agreement to be reached between the Parties, such notice or Agreement shall, unless expressly provided otherwise, be made in writing.

TERMS AND CONDITIONS :

4. Licence to Use the Application:

Chronic.Doc hereby grants you a licence to install and download the Chronic.Doc App and to access and use the Mobile Services available through the App on a compatible cell phone or any other portable communication device ('Mobile Device') owned and/or lawfully controlled by you, for your personal use only. This licence is not exclusive and Chronic.Doc will also allow other users to download the Application. The licence is limited to you alone and cannot be transferred by you.

5. Conditions of Access and Use

- 5.1 The installation of the app on a mobile phone and the employment thereof is entirely voluntary for users.
- 5.2 The use of the app and its functions described in these terms and conditions is currently restricted to the territory of the Republic of South Africa.
- 5.3 By accessing the app, the user declares that he or she has understood and accepted the following terms and conditions as well as those set out in the Privacy Policy. If the user does not agree to these conditions, then the app is not to be used.
- 5.4 The User agrees to be bound by these Terms and Conditions and by agreeing to such the User declares that he or she is legally competent to do so.
- 5.5 The User's continued use of Chronic.Doc services, in the event of an amendment of these Terms and Conditions, will constitute the Users acceptance of, and agreement to, such amendment. The User will be entitled, if not in agreement with an amendment, to terminate the Account/s with immediate effect.

6. Privacy Policy :

This App has been developed for and will be operated and maintained by or on behalf of Chronic.Doc platform.

Chronic.Doc is committed to providing you with the most effective and personalised service whilst ensuring that we do our best to protect your personal information. We will comply with our legal duty under the Protection of Personal Information Act 4 of 2013 and all related laws to protect all personal information we collect from you.

Either Party may need to provide, collect, use, store or process Personal Information of the other Party. Each Party hereby authorises such collection, use, storage and processing where the need arises. For the

purposes of this privacy policy Chronic.Doc shall be hereinafter referred to as the Supplier and the User will be referred to as the Customer.

1. Each Party shall only provide, collect, use, store or process Personal Information:
 - a. in compliance with the South Africa Protection of Personal Information Act (POPI);
 - b. as is necessary for the purposes of this agreement; and
 - c. in accordance with the lawful and reasonable instructions of the Party providing the Personal Information.
2. Both Parties shall comply with the security and information protection obligations equivalent to those imposed on them in terms of POPI and other applicable data protection legislation, and failing such legislation, they shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information in its possession and to protect such Personal Information against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage.
3. Chronic.Doc shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy, such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Chronic.Doc to use reasonable commercial endeavours to restore the lost or damaged Customer data from the latest back-up of such Customer data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub- contracted by the Supplier to perform services related to Customer Data maintenance and back – up).
4. The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at such website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
5. If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
 - a) The Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

- b) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- c) the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
- d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

Computer Viruses

Every effort is made to ensure that all information provided to the Chronic .Doc App or web portals does not contain computer viruses, you should however take reasonable and appropriate precautions to scan for viruses and should ensure that you have a complete and current backup of the applicable items of information contained on your system.

7. Copyright, Property Rights and Rights of Use of Chronic.Doc App

Chronic.Doc grants the User a non-exclusive, non-transferable right to use the Chronic.Doc Platform and Services via a mobile device, telephone, terminal and computer and other devices.

The User may not utilise any part of the Chronic.Doc App or its Services in contravention of any applicable Law and or Regulation/s. Such Act will constitute a criminal offence for which the user will be subjected to criminal charges.

All copyright in the app is held by Dr Sirleshan Moodley. All copyright for the implementation of the risk scoring algorithm, as well as the screen designs and flows are held by Dr Sirleshan Moodley.

The content published in the app by the developers is for personal use only. Any further reproduction or passing-on of content to third parties, without prior written permission, is not permissible. The downloading or copying of content, or other files does not result in any transfer of rights as regards the content.

Copyright and any other rights relating to content, images, photos or other files in this app are held exclusively by the developers or the specially

designated rights holders. For the reproduction of any elements whatsoever, written consent is to be obtained in advance from the copyright holders.

8. Third Party :

The use of the Chronic.Doc Platform or Service provided by a third party to the User including but not limited to the User's local mobile - or Wi-Fi - or internet service provider will despite any conditions under which the service provider is providing such services to the User, be subject to the Terms and Conditions for the purposes of this Agreement. In the event of a conflict or dispute, the Terms and Conditions of this App will prevail.

9. Intellectual Property Rights :

All copyright, trademarks, patents and other intellectual property rights in any material or content (including without limitation software, data, applications, information, text, photographs, music, sound, videos, graphics, logos, symbols, artwork and any other material or moving images) contained in, or accessible via the Chronic.Doc app, is either owned by Chronic.Doc or has been licensed to Chronic.Doc by the rights owner(s) for use as part of the Chronic.Doc App.

10. User Account Information :

The User will provide true, accurate, current and complete information when registering for an account on the Chronic.Doc App, as well as any additional information provided or any amendments made by the User. The User must register for the App by following the prompts displayed after you have downloaded the App onto your Device. During the registration process you will be asked to provide us with your Personal Information. When you register you must create a Profile for the secure use of the App.

The User is and will remain at all-time responsible for all actions, direct, indirect and or incidental to and or as a result of access to or use of theChronic.Doc App and related Services via the User Account independently, whether the access was made by yourself or by a third party. If your Device is stolen or if you become aware of unauthorized use you are responsible for all charges to your Account.

11. No Unlawful or Prohibited Use :

The User expressly acknowledge and agree to use any Chronic.Doc services solely for lawful purposes.

The User may not, without limitation:

- use and or perform any action on or through use of the Chronic.Doc App for any unlawful purpose;
- intercept or monitor, damage or modify any communication which is not intended for the user;
- send any unsolicited commercial communication not permitted by applicable law;
- expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable;
- input any false medical (or otherwise) information /data into the App; and
- utilise the services of the App for the benefit of a third party to whom the information input does not bear reference.

The User further to the above, may not use any part of the Chronic.Doc App in any manner that could damage, disable, overburden, or impair any Chronic.Doc server, or the network(s) connected to any Chronic.Doc server. Chronic.Doc has the sole and exclusive right at any time to immediately terminate any service and/or account if Chronic.Doc interprets the use as in any way fraudulent; criminal; unethical; offensive to others; misuse; and or in other way deemed by Chronic.Doc as prohibited.

12. No Warranties :

Chronic.Doc does not make any express warranty regarding the Chronic.Doc Services and disclaim any express or implied warranty, however, Chronic.Doc shall endeavour to provide Services with minimum disruptions.

Chronic.Doc cannot and does not guarantee that their Services will always function without disruptions, delay or other imperfections and Chronic.Doc may choose not to provide service to countries or calling areas at its sole discretion.

13. Payment and Subscription:

14.1 The User will be liable for payment for the Chronic.Doc App services where applicable according to displayed prices and tariffs on the Chronic.Doc mobile application or relevant website. Chronic.Doc reserves the right to amend or adapt the rates, fees and any other way to manage and or regulate payments or rates at any time without notice.

If the User does not wish to accept such adjustment of rates, the User will be entitled to terminate the User Account with effect from the date on which the adjustment of rates would become effective.

Unless stated otherwise, all rates and charges listed shall be inclusive of value added taxes (VAT) or any other applicable taxes. Chronic.Doc cannot be held responsible in any way for costs that might be charged to the end user from a third party or similar while using any Chronic.Doc service.

Chronic.Doc does not provide refunds on any credit; fees; or other payments done for the access/use of any Chronic.Doc subscribed services.

Paid Subscriptions will continue, and be billed periodically, until cancelled. You may cancel Paid Subscriptions, effective at the end of the current billing period, in the Manage Subscriptions section of your account settings. Additionally, you have the right to cancel Paid Subscriptions at a months' notice.

- 14.2 All payments made by the User in respect to their Chronic.Doc subscriptions will be made via the online payment system, PayPal.

The User will be required to create a PayPal Account, whereby their current banking account will be linked to their online payment account (PayPal).

Chronic.Doc will supply each User with their respective payment details to ensure that all payments are done effortlessly, and before the 05th day of each month.

Chronic.Doc's rights remain reserved in respect of payments not made by the User. Should the User not attend to payment in respect of his / her subscriptions, Chronic.Doc reserves the right to hand over the unpaid account to a collection agency, and / or follow all necessary legal steps available.

14. Service Suspension :

Chronic.Doc is entitled, without any liability, to refuse, restrict, limit, suspend Chronic.Doc Services or any part thereof, without any notice to the User for the repair, improvement, and/or upgrade of the service at any time.

15. Limitation of Liability :

Chronic.Doc is not and cannot be held liable for:

- any acts or omissions of another Provider, for information provided through the User Device;
- any equipment failure or modifications;
- service outages or for service limitations or interruptions;
- any accidents, overdoses or incidents which result from the use of the Chronic.Doc App or any of its Services by the User or any other person;
- any direct, indirect, incidental, punitive or consequential damages including inter alia , other economic loss, death, injuries to persons or property, any losses due to fraudulent, reckless, irresponsible behaviour, misuse of information and medication prescribed by Chronic.Doc and other criminal activities that are directly, indirectly or coincidentally associated with Chronic.Doc, and the User hereby specifically indemnifies Chronic.Doc against any claims and or legal actions flowing or resulting from such damages.

We take security and reliability very seriously and do our utmost to make sure all your information on our platforms are fail safe by using best of breed products and adhering to the highest industry practices.

However, no system is perfectly secure or reliable, the internet is inherently an insecure medium when you take into account all the third parties involved; your internet provider, wireless carrier, devices used etc. When you use the service, you accept these risks and the responsibility for choosing to use a technology that cannot outperform third parties that are used in providing the service.

The User therefore waives any claim it may have or acquire against Chronic.Doc, including all losses, damages and costs, arising out of or in connection with any act or omission by Chronic.Doc or its employees, except to the extent to which such claim arises out of an act or omission by Chronic.Doc or its employees which is either unlawful and wilful or unlawful and grossly negligent.

16. Assignment :

Chronic.Doc reserves the right to and may assign all or part of the Agreement and or Terms and Conditions to any other without such assignment being considered change to the Terms of Conditions and without prior notice of such assignment to the User. Chronic.Doc in the event of such assignment will be and is released by the User from all liability under this Agreement. The User is prohibited from assigning any responsibility and or liability under the Terms and Conditions without our prior written approval.

17. Time and Indulgence :

No latitude, extension of time or other indulgence which may be given or allowed by either Party to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement is binding unless confirmed in writing, and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or terms hereof.

18. Applicable Law :

This Agreement shall be governed by and be construed in accordance with the laws of the Republic of South Africa, and the Parties hereby agree and submit to the jurisdiction of the South African courts.

19. Non- Variation :

No addition to, or variation of, consensual cancellation or novation of this Agreement and no waiver of any rights arising from this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

20. Severability :

If any provision or term of this Agreement, including this clause, shall be held wholly or partly invalid, illegal or unenforceable for any reason whatsoever, then those clauses, provisions or terms shall be deemed severable from the remaining clauses, provisions or terms of this Agreement and shall in no way affect the validity, legality or enforceability of this Agreement. The Parties shall meet as soon as possible and negotiate in good faith upon a replacement provision that is legally valid and that achieves as nearly as possible the objective of this Agreement and produces an equivalent effect.

21. Entire Agreement :

These general Terms and Conditions represent the entire Agreement between the User and Chronic.Doc and supersedes all prior offers, contracts, agreements and representations. The Terms and Conditions supersede all promises made to you by Chronic.Doc client services agents, representatives or employees.

22. Disclosure :

You also accept that Chronic.Doc has the right to provide the above information to any third party and/or partner to give that party information in order to accurately finalise the consultation, diagnosis and prescription process offered on this platform. However, no information will be provided if these third parties do not comply with Chronic.Docs' binding rules and regulations as set out in 6 above. Third parties will never have the right to reuse or re-distribute any information to any other party without a written consent from Chronic.Doc.

23. Safety, Security and Compliance With Laws :

We may disclose any information, including Personal Information, to first responders, safety personnel, law enforcement, governmental agencies, or authorized third-parties, in response to: (1) an alert notification message that is sent by, or initiated in connection with, a Chronic.Doc" request; or (2) a verified request relating to a criminal investigation, investigation of fraud, alleged illegal activity or any other activity that may expose us, you, or any other User or person to physical harm or legal liability. In such events, we will disclose information relevant and necessary to the emergency response, investigation or inquiry, such as name, telephone number, email address, User ID history, IP address, and anything else we may deem relevant to the emergency response or investigation. Without limiting the above, in an effort to respect your privacy and our ability to keep the Link community free from bad actors, we will not otherwise disclose your personal information to law enforcement, other government officials, or other third parties after an alert without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith.

24. Health Professionals Council of South Africa (HPCSA) :

In terms of the guidelines provided by the Health Professionals Council of South Africa, the usage of the Chronic.Doc App for the purposes of remote consulting and patient management shall adhere to the telehealth regulations in that the usage of the App is done in the best clinical interests of the patient.