

## **BCX HEALTHCARE SOFTWARE LICENCE SUBSCRIPTION TERMS OF USE ("Terms")**

### **1 GENERAL**

- 1.1 These Terms govern your use of the website located at [insert website] hereafter, the "**the BCX Healthcare Healthcare Application**" or "**the Application**") owned and operated by Business Connexion (Proprietary) Limited, a company incorporated in terms of the laws of the Republic of South Africa, with registration number 1993/003683/07, together with its successors-in-title and all subsidiaries, affiliates and assigns ("**BCX**" or "**we**" or "**us**").
- 1.2 Your use of the Application is subject to your acceptance without modification of the terms, conditions, and notices contained in this Annexure A BCXs privacy policy located on the website [insert link], which explains how we process your personal information ("**Privacy Policy**"), which forms part of these Terms. By using the Application, you agree to these Terms and to comply with all rules, terms, conditions, restrictions and notices contained in these Terms.

### **IMPORTANT PROVISIONS IN THESE TERMS**

- 1.3 **These Terms contain provisions which limit BCX's exposure to legal liability and make you responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms and are highlighted for your attention under these Terms. Important clauses, which may limit our responsibility or involve some risk for you are reflected in *italics* and are underlined. You must pay special attention to these clauses.**

### **2 YOUR AGREEMENT TO THESE TERMS**

- 2.1 These Terms apply to the use of the application to access the Healthcare Application and must be read in conjunction with the Healthcare Software License Subscription Agreement to which these Terms are annexed.
- 2.2 *By registering to use the Application and accessing the Application, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms.*
- 2.3 You agree that you will only use the Application in accordance with these Terms and any additional terms as mentioned below that may apply, including any terms and conditions incorporated by reference and any applicable laws, rules and regulations.

### **3 DEFINITIONS**

- 3.1 These Terms may contain a number of terms and phrases which have a specific meaning in this document. In these Terms, headings are for convenience and shall not be used in its interpretation.
- 3.2 Unless we indicate to the contrary in these Terms, any references to any gender includes the other genders, the singular includes the plural and *vice versa*.
- 3.3 The following expressions shall bear the meanings assigned to them below and related expressions shall bear similar meanings –
- 3.3.1 "**the Company/you/your**" means any entity registered as a Customer on the Application;
- 3.3.2 "**POPIA**" means the Protection of Personal Information Act 4 of 2013 and the words listed in 5.2 below shall be construed accordingly;

## 4 ACCOUNT REGISTRATION

- 4.1 In order to access and use the Application Services, you are required to register an account as the Company ("**Account**").
- 4.2 When you register on the Application, you will be required to provide certain personal information which will be held and used in accordance with any consent obtained from you and the terms of our Privacy Policy. You agree to: (i) provide accurate and current information about yourself and, where you are registering the Account on behalf of a legal entity, about the legal entity on whose behalf you are registering the Account, as required by BCX; and (ii) promptly update any information provided to BCX to ensure that it is accurate and current.
- 4.3 *By registering an Account, you represent and warrant that you have the legal capacity or necessary consent to enter into a binding contract with BCX. Where you are registering an Account on behalf of a legal entity, you represent and warrant that you are authorised to act on behalf of the legal entity on whose behalf you are registering the Account and you are in possession of documentary proof of such authority and you shall make same available to BCX upon request. We reserve the right to suspend your access to and use of the Application, or any part thereof, or terminate these Terms, without notice, upon any breach of the warranty contained in this clause 4.3.*
- 4.4 Upon registration, you will be given an Account, a username and password to access the Application, which shall be solely for your use and you are to keep these details strictly confidential at all times. Your username and password ("**Registration Details**") are for your sole, personal use. You may not allow other persons to use your Registration Details, and you may not transfer your Account to any other person or entity. You are responsible for logging out if your computer or mobile device is accessible to others as a means to prevent unauthorised access.
- 4.5 You are responsible for safeguarding the Registration Details you use to access the Application and agree to be fully responsible for activities or transactions that relate to your Account or Registration Details. You must notify BCX immediately if you learn of an unauthorised use of your Account or Registration Details.
- 4.6 Once an Account has been allocated to you as the Company, you may use the Application features to conduct your Company services in line with these terms and conditions.

## 5 DATA PROTECTION

- 5.1 Your right to privacy and security is very important to us. BCX will adhere to the Privacy Laws and Policy to ensure that your personal information which is obtained through the use of the Application is kept private and confidential.
- 5.2 In these Terms the lowercase terms "controller", "data subject", "personal information" and "processing" ("process" and "processed" to be construed accordingly) will have the meanings given to them in POPIA.
- 5.3 To the extent that the Company processes personal information which is obtained through their use of the Application, the Company undertakes to:
- 5.3.1 comply with POPIA in respect of any personal information processed in relation to the use of the Application;
- 5.3.2 maintain the confidentiality of the personal information;
- 5.3.3 implement appropriate and reasonable technical and organisational measures in order for processing to meet the requirements of POPIA and ensure the protection of the

rights of the data subject;

- 5.3.4 not access, use or process personal information except to the extent reasonably necessary for the purposes which the personal information was provided;
- 5.3.5 implement appropriate and reasonable technical and organisational measures to prevent any unauthorised or unlawful access, loss of, damage to or unauthorised destruction of personal information; and
- 5.3.6 notify BCX immediately where there are reasonable grounds to believe that there is breach of personal information of a data subject or acquired by any unauthorised person.
- 5.4 The Company represents and warrants that it has the right to collect, process, and use the personal information for the purpose(s) for which it is accessing the Application and that it has complied with all other obligations under POPIA that relate to its access to and use of the Application, including that before it provides any personal information to BCX, it will:
- 5.4.1 ensure it is not subject to any prohibition or restriction that would prevent or restrict it from disclosing or transferring the personal information to Telkom as required under these Terms;
- 5.4.2 ensure that it is not subject to any prohibition or restriction that would prevent or restrict either Party from processing the personal information as envisaged under these Terms; and
- 5.4.3 ensure that all required notices have been given and, as applicable, all required consents have been obtained as described under POPIA, enabling each Party to fulfil its obligations under these Terms, including transfer of personal information to BCX affiliates and / or subcontractors (if any).
- 5.5 The Company understands that BCX may need to send personal information to its affiliate and / or subcontractors (if any) for purposes of providing the Application and the Company agrees and confirms that BCX may share the personal information. The Company further agrees that BCX may send personal information to other countries in order to provide the access and use of the Application and to that extent, the Company shall procure any requisite consents in respect of such transfer. Should such transfer occur, BCX will enter into appropriate confidentiality agreements with the relevant affiliate and / or subcontractor (if any), to ensure that such transfer will be subject to an adequate level of protection as described in POPIA.
- 5.6 The Company undertakes to co-operate with and assist BCX in relation to all access to information requests made by third parties, including data subjects, under POPIA or other access to information laws. Such co-operation and assistance will include providing all available information to BCX in order for BCX to respond to the relevant information request and to comply with POPIA and any other access to information laws.
- 5.7 The Company hereby indemnifies and holds harmless BCX for any damages, claims actions, demands arising out of a breach or failure by the Company to comply with any of its obligations and / or warranties relating to or in connection with this clause 0.

## 6 **GENERALLY ACCEPTABLE USE OF THE APPLICATION**

- 6.1 Access to the Application is permitted only in accordance with these Terms. We reserve the right to suspend your access to and use of the Application, or any part thereof, without notice, upon any breach of these Terms which is brought to our attention; and
- 6.2 We reserve the right to report details of any information regarding data which is indicative of the commission of any offence against any person, particularly children, to the relevant Authorities including the South African Police Service.

## 7 THIRD PARTY TELECOMMUNICATIONS

You acknowledge that the Application and Application Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment (hardware) malfunctions, (b) software malfunctions, (c) periodic maintenance procedures or repairs which BCX and/or its third party service providers may undertake from time to time, or (d) causes beyond the reasonable control of BCX and/or its third party service providers which causes are not reasonably foreseeable by BCX and/or its third party service providers.

## 8 WE MAY MONITOR YOUR COMMUNICATIONS

Subject to the provisions of the Regulation of Interception of Communications and Provision of communication-related Information Act of 2002 ("**RICA**"), you agree to permit us to intercept, block, filter, read, delete, disclose and use all communications you send or post to the Application. You also agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the Electronic Communications and Transactions Act of 2002 and in RICA.

## 9 TERMINATION

### 9.1 Suspension and Termination by BCX.

- 9.1.1 We may suspend your right to use the Application at any time in the event that we believe that you have breached these Terms or any policy posted on the Application, or if we otherwise find that you have engaged in inappropriate and/or offensive behaviour (collectively, "**Prohibited Conduct**").
- 9.1.2 If you breach these Terms, we will provide you with written notice of your breach, which will be sent to the email address you provided to us during registration, and you will have a period of 5 days to remedy your breach. If you do not remedy your breach within the 5 (five) day period, we may terminate these Terms immediately on written notice to you.
- 9.1.3 In addition to suspending and/or terminating your registration, we reserve the right to take appropriate legal action, including without limitation pursuing civil and/or criminal recourse. When terminating your registration, BCX may delete your profile and all the information in it. In addition to this, BCX may terminate your registration if –
- 9.1.3.1 you make any false statements or representations which relate to the structure and/or composition of the Company before or after your registration as the Company;
- 9.1.3.2 you make false statements or representations relating to obligations arising from these Terms;
- 9.1.3.3 falsifying any documents or records relating to obligations arising from these Terms; and
- 9.1.3.4 being under investigation by any government agency for alleged criminal activities or misconduct.
- 9.1.4 BCX may also terminate these Terms: (i) immediately on written notice to you at the physical or email address you provided to us during registration if we are required to do so for legal reasons; or (ii) by giving 30 days' prior written notice to you at the email address you provided to us during registration.
- 9.2 You are granting BCX a non-exclusive, fully paid up and royalty-free right to use, reproduce, and distribute any data you input on the Application.

## 10 DISCLAIMER OF WARRANTY

- 10.1 To the fullest extent permitted by law, BCX does not warrant -
- 10.1.1 that the Application and functionality thereof will meet your requirements;
- 10.1.2 the proper performance of the Application and/or Application Services;
- 10.1.3 that the operation of the Application and/or Application Services will be reliable, always on time, secure, uninterrupted or error-free; or
- 10.1.4 that all Application errors or defects will be corrected.
- 10.2 Any information and material downloaded or otherwise obtained through the use of the Application is done at your own discretion and risk. You are solely responsible for damage to your computer system or loss of data that results from the download of any such material. No information, whether oral or written, obtained by you from the Application will create any warranty not expressly stated in these Terms.
- 10.3 To the fullest extent permissible by law, BCX disclaims all warranties and conditions with respect to the Application, Services and/or the Application Services, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

## 11 LIMITATION OF LIABILITY AND INDEMNITIES

- 11.1 You hereby indemnify BCX and BCX's associates from any losses due to or arising out of your use of the Application or your breach of these Terms.
- 11.2 BCX will not be liable to you for any claims or losses of whatever nature in relation to the Application as a result of your or anyone else gaining unlawful access to the Application or any of its Content or as a result of BCX acting on an instruction received from you, including to access your information held with any third party institution.
- 11.3 Your interaction, correspondence or business dealings with third parties or Companies which are referred to or linked from or to the Application are entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.
- 11.4 Further, and save to the extent attributable to the gross negligence or willful misconduct of BCX or any of its employees, you agree that BCX will not be responsible for and you indemnify BCX, its directors, employees and agents against and hold them harmless from:
- 11.4.1 all losses in respect of any claims of whatsoever nature which may be brought against BCX or which BCX may suffer or incur as a result of acting or not acting on any instruction received from you in relation to the Application;
- 11.4.2 any claims relating to the non-performance or deficient performance of any Company Services;
- 11.4.3 any unauthorised interception or monitoring of the Application;
- 11.4.4 any unauthorised access (including but not limited to phishing) to your information displayed on the Application or accessed by you as part of the Application or any breach of security or any destruction or access to your data or any destruction or theft of or damage to any of your equipment;
- 11.4.5 all losses (including, but not limited, to indirect, incidental, consequential loss and damage) caused by or arising from your use of or your inability to use the Application and/or your breach of these Terms, to the extent that it is permissible for you to give this undertaking in law;

- 11.4.6 any infringement of any intellectual property rights by you;
- 11.4.7 all losses incurred as a result of unauthorised access to or alteration of your information and/or any third-party information provided by you or any third party pursuant to these Terms;
- 11.4.8 all losses arising from relying on any information obtained by you through use of the Application;
- 11.4.9 all losses, including losses for unauthorised access to your confidential and/or personal information, incurred as a result of the malfunction, failure or unavailability of the Application Services, the Application or any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, pandemic or any other event beyond BCX's control;
- 11.4.10 all losses incurred as a result of your failure to comply with the security obligations contained in these Terms;
- 11.4.11 losses incurred as a result of the Application being degraded or during the maintenance of the Application;
- 11.4.12 losses caused by or arising from the unavailability of, any interruption in or your access to the Application (either in part or as a whole) for any reason whatsoever; and/or
- 11.4.13 losses incurred as result of any inaccuracies in the provision of the Application Services and/or the Application.

## 12 CHANGES TO THESE TERMS

- 12.1 We may make changes or updates to these Terms, or any of our Application Services from time to time. We may do this by posting the updated Terms on our website or the App, or by sending you an email. In the event that you proceed to use the Application after such notification has been posted via the Application or where you have been notified via email, you agree that you will be deemed to have accepted the amended Terms.
- 12.2 Without limiting clause 12.1, you will be allowed to cancel these Terms in the event that you do not accept any material changes made by BCX to these Terms or the Application Services, by written notice to BCX to be given within 7 (seven) days of the change taking effect. In such case, you must immediately stop using the Application. If you do not notify us of your intention to cancel these Terms within the 7 (seven) day period, we can assume that you have accepted the amended Terms.

Should you wish to raise any questions or complaints in connection with these Terms, you can contact us by e-mail at [insert email address]

[NOTE- MOVE TO WEBSITE/APP TERMS SECTION AND ADD THIS INTO THE LIST AS A SEPARATE DOCUMENT.]

**DISCLOSURES REQUIRED BY THE ECT ACT**

**ACCESS TO AND USE OF THE APPLICATION AND/OR APPLICATION SERVICES AVAILABLE ON OR THROUGH THE APPLICATION IS CLASSIFIED AS AN "ELECTRONIC TRANSACTION" IN TERMS OF THE ECT ACT AND THEREFORE YOU HAVE THE RIGHTS DETAILED IN CHAPTER VII OF THE ECT ACT AND WE HAVE THE DUTY TO THE DISCLOSE THE FOLLOWING INFORMATION:**

OUR FULL NAME AND LEGAL STATUS: **BUSINESS CONNEXION (PROPRIETARY) LIMITED, A COMPANY INCORPORATED IN TERMS OF THE LAWS OF THE REPUBLIC OF SOUTH AFRICA, WITH REGISTRATION NUMBER 1993/003683/07.**

STREET ADDRESS: 1021 LENCHEN AVENUE NORTH, CENTURION CENTRAL, CENTURION, 0046

POSTAL ADDRESS: **PRIVATE BAG X48, HALFWAY HOUSE, 1685**

PHYSICAL ADDRESS FOR RECEIPT OF LEGAL SERVICE: 1021 LENCHEN AVE N, CENTURION CENTRAL, CENTURION, 0157 WEBSITE ADDRESS: [HTTPS://WWW.BCX.CO.ZA/](https://www.bcx.co.za/)

Governing terms of use: These Terms

***[NOTE - ADD BUTTONS FOR 'I agree to be bound by these terms and conditions' or 'I do not agree to be bound by these terms and conditions']***