

CODICOM (PTY) LTD™
TERMS OF SERVICE AGREEMENT

1. INTRODUCTION

1.1. Codicom (Pty) Ltd operates a Risk List, designating/ listing patients in South Africa who have been identified by specialists and medical practitioners as delinquent payers.

1.2. The Risk List exists to make it easier for specialists and medical practitioners to identify those patients who have defaulted in paying their medical bills in the past. It not only allows specialists and medical practitioners to list their bad debtors on the Risk List but also offers the capability of searching the Risk List for specific patients.

1.3. Codicom also provides a platform for health care practitioners to share their challenges regarding medical billing with other health care practitioners, via the Codicom Blog. Codicom processes the information received from healthcare professionals, analyses same and addresses the issues identified directly with the relevant medical aid(s) involved. In this way, Codicom seeks to resolve the common medical billing problems which health care professionals experience daily. (Please note that this service is still in the development phase).

1.4. This Terms of Service Agreement regulates the terms on which Users will be allowed to use the Website and the terms on which Registered Users are permitted to use the Services and constitutes a binding agreement between Codicom (Pty) Ltd and the User / Registered User.

2. DEFINITIONS

2.1. “Agreement” means this Terms of Service agreement.

2.2. “Candidates” means the qualified healthcare professionals whose details are recorded on the Codicom Workplace database. These health care professionals have indicated their availability to render services to medical specialists and / or other medical practitioners.

2.3. “Codicom” means Codicom (Pty) Ltd, a private company duly registered in terms of South African law with its principal place of business at Olivemed Suite 103, Netcare Olivedale Hospital and who is the owner of the Website and the Services.

2.4. “Codicom Blog” means the regularly updated web page on the Codicom Website, where Registered Users (who have subscribed for the Codicom Blog Service) can post / share their issues / concerns regarding medical billing.

2.5. “Codicom Blog Service” means the service referred to in Clause 3.2.

2.6. “User” means any person who accesses the Website.

2.7. “Registered User” means any person who registers and creates a User Account for the purposes of utilising the Services.

2.8. “User Account” means the account registered under the name of each User upon the registration of that User for any of the Services.

2.9. “Services” means the Risk List Listing Service, the Codicom Workplace Service and the Codicom Blog Service referred to in Clause 3 and any additional future services.

2.10. “Risk List” means a database, listing patients who have been identified by medical practitioners and / or Registered Users as bad debtors, as per the data / information received from medical practitioners and / or Registered Users.

2.11. “Risk List Listing Service” means the service referred to in Clause 3.1

2.12. “Services Subscription Fee” means the subscription fee payable for Registered Users to access and to utilise the Risk List Listing Service and the Codicom Blog Service, being namely the subscription fee of R1657.00 excl. VAT once off yearly.

2.13. “Party” means Codicom or a User / Registered User, depending on the context, collectively referred to as “Parties”.

2.14. “Personal Information” means information that is about any individual, or from which any individual is directly or indirectly identifiable, in particular by reference to an identifier such as a name, an identification number, location data, an online identify or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

2.15. “Privacy Policy” means the Privacy Policy that can be accessed via the Website.

2.16. “Intellectual Property” means the intellectual property rights in respect of the Website, the Services, which includes the name and logo of Codicom and any of the Services.

2.17. “Website” means www.codicom.co.za.

3. THE SERVICES

3.1. Risk List Listing Service

3.1.1. Registered Users can subscribe for the Risk List Listing Service via the Website.

3.1.2. The Risk List Listing Service includes the following:

3.1.2.1. The ability for Registered Users to verify patients details against the patients listed on the Risk List by searching for a particular patient, using the patient’s name and / or identity number, on the Risk List; and

3.1.2.2. The ability to upload patients’ details to the Risk List, subject to Clause 5.

3.1.3. Codicom may also suspend and / or limit Registered Users’ access to the Risk List subject to Clause 7

3.2. Codicom Blog Service

3.2.1. Registered Users can subscribe for the Codicom Blog Service via the Website;

3.2.2. The Codicom Blog Service includes the following:

3.2.2.1. The ability for Registered Users to share their billing issues / concerns relating to medical aid schemes with Codicom and other Registered Users via the Codicom Blog;

3.2.2.2. Codicom gathering and processing the data /information received from Registered Users for the purpose of identifying the common challenges received from Registered Users and any billing trends; and

3.2.2.3. Codicom bringing the aforesaid complaints and / or trends to the attention of the relevant medical aid schemes on behalf of Registered Users and endeavouring to resolve the identified complaints /trends.

3.2.3. Registered Users shall not use the Codicom Blog Service in any way that is unlawful, harmful, threatening, defamatory, offensive, obscene or otherwise objectionable, including but not limited to posting content which promotes hate speech or which is sexually explicit and / or ethnically or religiously offensive.

3.2.4. Codicom reserves the right to monitor and moderate the content posted on the Codicom Blog Service to ensure compliance with the prohibitions contained in Clause 3.2.3, and to take appropriate action against any Registered User found in violation of these terms, which action includes immediately suspending the Registered User's access to the Codicom Blog Service.

3.2.5. Codicom may also suspend and / or limit Registered Users' access to the Codicom Blog Service subject to Clause 7.

4. USE OF THE SERVICES

4.1. Registered Users who subscribe for the Risk List Listing Service and the Codicom Blog Service, will additionally gain access to these Services.

4.2. User Accounts shall be for the exclusive use of the Registered User under whose name the User Account is registered, and no other person or entity shall be authorised to utilise the said Account without the prior approval of Codicom.

4.3. In order to open a User Account, registered Users may be required to provide Codicom with some Personal Information and Registered Users will further be required to create an account username and password that Registered Users agree to keep confidential.

4.4. Registered Users will be held responsible for all activity that occurs on his / her / its account.

4.5. Should a Registered User register a User Account for and on behalf of a legal / juristic entity (company, close corporation etc.) the Registered User

warrants that he /she /it is duly authorised to do so and to bind such entity to this Agreement.

4.6. Registered Users further warrant that the information on his/ her /its User Account is accurate, complete and up to date.

5. PATIENT'S INFORMATION

5.1. Registered Users hereby indemnify and hold Codicom harmless and blameless from any and all claims and / or damage arising from and / or related to incorrect / inaccurate data / information uploaded by Registered Users (referred to as the "Uploading Party" in this Clause 5) to the Risk List in accordance with the terms of this Agreement, which will include (but not be limited to) any claims from patients whom dispute the accuracy / veracity of the data / information on the Risk List pertaining to their status / classification as a bad debtor and / or the authority of the Uploading Party to have uploaded their data / information to begin with.

5.2. Uploading Parties hereby warrant that it is his / her its responsibility to confirm and to verify the accuracy of the information / data uploaded onto the Risk List and that it is not Codicom's responsibility to verify same.

5.3. It is also the Uploading Party's responsibility to notify Codicom of any incorrect information on the Risk List as soon as same comes to the attention of the Uploading Party.

5.4. The Uploading Party further warrants that he / she / it shall not upload patients' data / information to the Risk List prior to the patients affording the Uploading Party with prior written consent.

5.5. In the event that the Uploading Party fails to comply with the provisions of this Clause 5, same shall constitute a breach of the Agreement and Codicom shall reserve the right to suspend the Uploading Party's User Account and deal with the matter in accordance with Clause 9.

6. PAYMENT FOR THE SERVICES

6.1. Risk List Listing Service and the Codicom Blog Service

6.1.1. In order to utilise the Risk List Listing Service and the Codicom Blog Service, Registered Users agree that it shall pay Codicom the Services Subscription Fee;

6.1.2. The Services Subscription Fee can be paid as a once off yearly fee;

6.1.3. Should the Registered User fail to pay the outstanding Services Subscription Fee within 30 days of registration or renewal of annual fee, Codicom reserves the right to terminate the Agreement without any further notice and to permanently revoke the Registered User's access to the Risk List and Codicom Blog.

7. PROHIBITED USE OF THE SERVICES

7.1. A Registered User may not, directly or indirectly, do any of the following:

7.1.1. Use the Services for the purpose of selling information to third parties;

7.1.2. Use the Services for any purpose that is illegal, fraudulent or violates or infringes any of Codicom's rights, including Codicom's Intellectual Property rights, including directly or indirectly misrepresenting to any third party that a Registered User is the owner of the Intellectual Property and / or that any other business / entity is associated with the Website or the Services (or any of Codicom's other Intellectual property) when this is not the case;

7.1.3. Interfere with any other Users / Registered Users use and/ or enjoyment of the Website and or the Services;

7.1.4. Cause nuisance, annoyance, inconvenience, or other damage, to any other User / Registered User;

7.1.5. Create or launch any programs or scripts for the purpose of unduly burdening and /or hindering the operation and/or functionality of any aspect of the Website and / or the Services;

7.1.6. Attempt to gain unauthorised access to or impair any aspect of the Website and / or its related systems or networks;

7.1.7. Reverse engineer the Website and / or the Services in any manner way or form, and for whatsoever purpose; and

7.1.8. Engage in any conduct that could possibly damage the reputation of Codicom or cause the name of Codicom to be brought into disrepute.

7.2. Codicom reserves the right to at any time suspend any User's account and if there are reasonable grounds to suspect that any User / Registered User has or will breach or violate any terms of this Agreement.

7.3. Codicom further reserves the right to investigate and prosecute any violations of this Agreement to the fullest extent and to monitor any User Account.

7.4. Should a Party dispute the suspension and / or restriction of his / her / its User Account, the Party must do so in writing within 7 days of the suspension / restriction, by means of addressing an email to accounts@codicom.co.za, failing which it will be deemed that the Party has accepted the validity of the suspension and / or restriction,

7.5. Upon receipt of a written dispute submitted in terms of Clause 7.4, Codicom shall investigate the dispute within a reasonable time and communicate the outcome of the investigation via the email address linked with / associated with the relevant Registered User.

8. DISCLAIMERS

8.1. As far as the law allows, Users / Registered Users hereby indemnify Codicom and agree to hold Codicom, its directors, employees, agents, affiliates and suppliers harmless and blameless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

8.1.1. The use and access to or misuse of the Website or any of the Services obtained through the use of the Website; and

8.1.2. The breach or violation of this Agreement or any applicable legislation.

8.2. Codicom shall not be liable to any User / Registered User for costs, interest, damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage).

8.3. Codicom shall also not be liable for any loss, damage or injury which may be incurred by or caused by a User / Registered User or to any other person, including but not limited to loss, damage or injury arising out of, or in any way connected with the Website and the Services, including but not limited to the use of or inability to use the Website and the Services.

8.4. Users / Registered Users expressly waive and release Codicom from any and all liability, claims, causes of action, or damages arising from the use of the Website and / or the Services.

8.5. Codicom reserves the right, in its sole discretion, to update the content on the Website and/or the provisions of this Agreement at any time without notice and furthermore reserves the right to change or discontinue any aspect of the Services at any time, without any prior notice.

8.6. Should Codicom update the content and / or provisions of the Agreement, same shall be evidenced by Codicom updating the “Last Updated” date in the heading of this Agreement. Codicom further undertakes to notify Users / Registered Users of any material changes to this Agreement by prominently posting a notice of such changes on the Website.

8.7. Save as expressly provided to the contrary in the Agreement, the amended version of this Agreement shall supersede and replace all previous versions thereof. The continued access or use of the Website and / or the Services shall be deemed to constitute Users / Registered Users consent to be bound by such amended terms.

8.8. Users / Registered Users hereby undertake to review this Agreement whenever amendments are made to this Agreement.

9. BREACH

9.1. Should a Registered User be in breach of any of the terms of this Agreement and such Party fails to remedy his / her / its breach after receipt of a written notice calling upon the Party to remedy such failure or default within a period of 14 (fourteen) Business Days from receipt of the notice or such further additional period as Codicom may, in its sole discretion determine, then Codicom may without prejudice to any other rights which it may have in terms hereof or at law:

9.1.1. Claim specific performance; or

9.1.2. Terminate the Agreement and claim damages from the defaulting Party.

9.2. You hereby consent and submit to the jurisdiction of the Magistrate's Court in relation to all matters arising from the use of the Website and / or the Services and /or any dispute related to this Agreement.

10. TERMINATION

10.1. Should any Registered User wish to terminate this Agreement, he / she / it may do so by means of electing the "Terminate Agreement" option on his / her / its User Account, with 30 calendar days' notice to Codicom.

10.2. In the event of the Registered User electing the Terminate Agreement option, the Agreement shall subsequently terminate 30 calendar days calculated from the first day following the Registered User's election to terminate the Agreement; and

10.3. Codicom shall have the right to terminate this Agreement for any valid reason contained in the terms of this Agreement, in accordance with the terms of this Agreement.

11. PRIVACY AND DATA PROTECTION

11.1. The manner in which Codicom deals with Users / Registered Users' personal information and the measures that Codicom takes to ensure that Users' / Registered Users' data are protected and safeguarded are set out in Codicom's Privacy Policy, which Policy can be accessed via the Website.

11.2. Codicom shall not process any Personal Information contrary to the terms set out in the said Privacy Policy.

12. GENERAL

12.1. It is recorded that, in some instances, additional terms may apply to the Services. In this event, such additional terms shall be disclosed to Users /

Registered Users and shall be deemed to be a part of and in addition to this Agreement.

12.2. This Agreement, together with any additional terms (if applicable), constitute the entire agreement between Codicom and any User / Registered User in respect of the access to and use of the Website and / or the Services.

12.3. Any failure by Codicom to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

12.4. If any provision of this Agreement is deemed to be invalid, unlawful or unenforceable to any extent, that provision or the relevant part thereof shall be amended or severed from the remaining provisions of this Agreement in such a way as to make the remaining provisions of the Agreement valid, lawful and enforceable, while leaving the amended Agreement substantially the same in essence, and this amended agreement, shall remain in full force and effect.

12.5. No addition to or variation, deletion, or agreed cancellation of all or any of the clauses or provisions of this Agreement, including this Clause 12 will be of any force or effect unless in writing and signed by the Parties to this Agreement.