

Hello Doctor Terms and Conditions

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 These Terms and Conditions constitute an agreement between you (“the Patient” 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.
- 1.3 You hereby acknowledge that you have read, understood and agreed to these Terms and Conditions.
- 1.4 Should you be purchasing the Hello Doctor Services on behalf of another person, you hereby confirm that you shall ensure that the Patient is made aware of these Terms and Conditions to which they shall be bound. Where the Patient 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 Patient 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 Patient.
- 1.5 Hello Doctor reserves the right, at any time and without prior notice given to the Purchaser and/or Patient, to change these terms of use and the Purchaser and/or Patient shall be automatically bound by such changes.
- 1.6 Should you not understand or agree to these Terms and Conditions kindly, notify us on email address:info@hellodoctor.com

2. DEFINITIONS

- 2.1 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:
- 2.2 “Hello Doctor” means a group of medical practitioners who provide Telemedicine Consultations to Patients;
- 2.3 “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.



- 2.4 “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;
- 2.5 “Purchaser” means the person who purchases the Product and is thus entitled to the Services associated with such Product;
- 2.6 “Services” means the services associated with Hello Doctor Services
- 2.7 “Telemedicine Consultation” means the telephonic or video call medical consultation with a “Hello Doctor” doctor.
- 2.8 “Telemedicine Platform” means the platform upon which the Telemedicine Consultation will take place which will be access by both the Patient and Hello Doctor doctor from a smart phone or similar device
- 2.9 “Terms and Conditions” means these Hello Doctor terms and conditions as amended from time to time.

3. INDEMNITY

- 3.1 The Patient 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.
- 3.2 The Patient 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)

4. MEDICAL RECORDS AND DATA PROCESSING

4.1 The Patient 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 Patient 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 –

- 4.1.1. The Patient authorises Hello Doctor and any of the Hello Doctor medical practitioners to disclose the Patient’s medical records to all medical practitioners who provide medical care to the Patient or to whom the Patient 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.

- 4.12 The Patient consents to Hello Doctor and any of the Hello Doctor medical practitioners processing the Patients 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.

5. TELEMEDICINE CONSULTATIONS

5.1 All Telemedicine Consultations shall be conducted via the Telemedicine Platform and it is the responsibility of the Patient 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 Patient shall not be entitled to a refund. If the connection failure was due to the fault of the Hello Doctor medical professional, the Hello Doctor Professional will reschedule the virtual appointment or continue the consultation telephonically.

5.2 Telemedicine Consultations have the following limitations which you acknowledge and accept:

- 5.2.1 may not include a virtual / video face to face consultation;
- 5.2.2 excludes medication, radiology or pathology if a referral required,
- 5.2.3 your vital signs will not be assessed;
- 5.2.4 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.

5.3 Availability of Service: Refunds

- 5.3.1 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.
- 5.3.2 A patient may cancel goods or services by Hello Doctor at any point prior the commencement of the engagement with Hello Doctor.
- 5.3.3 A patient will only have a right to claim a refund if goods or services have been paid for prior to the engagement and the patient cancels before the engagement commences using the Telemedicine Platform.

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 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.

For more detail on DPO PayGate refer to 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. INFORMATION AND CYBER SECURITY GUIDELINES

For purposes of this clause 7 the word "User" refers to the Purchaser, the Patient or any person who accesses the Hello Doctor Services.

- 7.1 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.

8. GENERAL TERMS OF USE OF THE SERVICES

- 8.1. The User agrees that he/she and/or any person acting on his/her behalf, will preserve the confidentiality of any patient 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.
- 8.2 .The User acknowledges that he/she is responsible for complying with the respective obligations under applicable privacy and data protection laws governing the collecting, processing and sharing of personal information.
- 8.3 The User agrees that the use of Hello Doctor Products and/or Services and any dispute arising out of the use of this Product is subject to the laws of the Republic South Africa.

9. SAFE USAGE GUIDELINES

- 9.1 Do not open email messages or click on links that may appear suspicious, or is questionable.
- 9.2 Never disable or uninstall any security settings on your system.
- 9.3 Do not download copyright material including videos, music, software or intellectual property.
- 9.4 Do not enter any logon credentials if you are unsure of the source and validity of the internet service and/or email.
- 9.5 Ensure that personal and patient information is securely transmitted over the internet.



- 9.6 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.
- 9.7 Keep your anti-virus and windows operating system up to date.