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1. Application

The Terms of Use apply to your access to or use of the website www.healthnetms.co.za (the "Site") operated by Healthnet Medical Solutions. and its affiliates and subsidiaries ("Healthnet MS", "we", "our" or "us"). The Site is made available for informational and research purposes and is intended for users acting in a professional capacity.

These Terms of Use set forth the legally binding terms governing your access and use of the Site. These Terms of Use apply to Global Visitor only.

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2. Privacy Notice

In connection with your access to or use of the Site, we may obtain information from or about you. We will use your information in accordance with our Privacy Policy, which describes our privacy practices as well as choices you may have with respect to the collection and processing of some of your information. Please take a moment to review our Privacy Policy. The Privacy Policy is incorporated into these Terms of Use.

3. Intellectual and Other Proprietary Rights

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You may not build a business, in whole or in part, resell, redistribute, recirculate or make any other commercial use of, or create derivative works or materials utilizing any portion of the Site (including any code used in any software) or content, whether or not for profit.

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You are prohibited from disabling, modifying, interfering with or otherwise circumventing any technology to view the Site or content without: (i) displaying visibly both content and all surrounding elements and (ii) having full access to all functionality permitting viewing of content, including, without limitation, all video quality and display functionality, and interactive or click-through functionality.

Any future release, update, or other addition to functionality of the Site or content shall be subject to these Terms of Use. All copyright and other proprietary notices on any Site content or materials must be retained on all copies thereof. Modification or use of the Site (including any

content or materials published thereon) for any purpose not permitted by these Terms of Use is prohibited and may be a violation of the copyrights and/or trademarks protected by law and these Terms of Use.

If you provide Healthnet MS any feedback or suggestions for improving or regarding your use of the Site ("Feedback"), you hereby assign to Healthnet MS all rights in the Feedback and agree that Healthnet MS shall have the right to use such Feedback and related information in any manner it deems appropriate. Healthnet MS will treat any Feedback you provide to Healthnet MS as non-confidential and non-proprietary. You agree that you will not submit to Healthnet MS any information or ideas that you consider to be confidential or proprietary.

4. Enforcement

If we become aware of a user's violation under these Terms of Use, including the rights of any third party, we may take certain remedial steps, including refusing access to the Site to any person or entity and change eligibility requirements at any time.

If we become aware that any of our users has repeatedly infringed the proprietary rights of any third party, we may take steps to terminate that user's access to the Site. We reserve the right (but have no obligation) to review any user content, investigate, and/or take appropriate action against you in our sole discretion. Such acts may include removing or modifying your user content, terminating your access to the Site (including any user account, registration or membership), legal action and/or reporting you to law enforcement authorities.

Healthnet MS reserves the right to investigate suspected violations under these Terms of Use, including comments, postings or emails you make on or send through the Site. Healthnet MS may seek to gather information from the user who is suspected of violating these Terms of Use and from any other user. Healthnet MS may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Healthnet MS believes, in its sole discretion, that a violation under these Terms of Use has occurred, it may edit or modify any submission, posting or emails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts, or take other corrective action it deems appropriate. Healthnet MS may cooperate with law enforcement authorities or court order requesting or directing Healthnet MS to disclose the identity of anyone posting any emails, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THESE TERMS OF USE, YOU WAIVE AND HOLD HARMLESS HEALTHNET MS (AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY HEALTHNET MS (AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER HEALTHNET MS OR LAW ENFORCEMENT AUTHORITIES.

5. Your Conduct and Responsible Use of the Site

Please act responsibly when using the Site. The following rules are a condition of your access to or use of the Site and content:

No Criminal or Unlawful Conduct. You may only use the Site and content (including any information contained therein) for lawful purposes, in accordance with these Terms of Use, applicable laws and regulations, and obligations or restrictions imposed by any third party. You may not encourage conduct that would constitute a criminal offense or give rise to civil liability.

Your Materials Must be Lawful and Appropriate. You may not store, upload, post, transmit or otherwise distribute or facilitate the distribution of any unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane, indecent, invasive of another person's privacy or otherwise inappropriate user content or other material or information of any kind, including, without limitation, any images or other material of a sexual nature, harmful to minors in any way, or that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability. You recognize that storing, distributing or transmitting unlawful content, material or information could expose you to criminal and/or civil liability.

Content Posted by You Must be Yours. You may not store, upload, post, transmit or otherwise distribute or facilitate the distribution of content, material or information that is fraudulent or infringes the rights of any third party, including without limitation, patent, trademark, copyright, right of publicity or other proprietary rights. You agree that if a third party claims that content, material or information you have posted on or contributed to the Site is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all content, material or information publicly posted or privately transmitted on or through the Site are the sole responsibility of the sender, not Healthnet MS, and that you are responsible for all content, material or information you upload, publicly post or otherwise transmit to or through the Site. If we become aware that any of our users has infringed the proprietary rights of any third party, we may take steps to terminate that user's access to our Site. If any third party provides you compensation or other value for your content, you are responsible for making any appropriate or required disclosures regarding such compensation or other value.

No Collection of Personal Information from Others. You may not, through manual or automated means, collect, harvest, gather, assemble or store personal information about other users of the Site (including their email addresses or other contact information) without their explicit consent. You may not use any such information to transmit or facilitate transmission of unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation. You agree not to send, create, or reply to so called mailbombs (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in spamming (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of the Site by any other user or third party, including placing malware on the Site.

No Bullying, Impersonation or Interference. You may not use the Site to threaten, abuse, harass, or invade the privacy of any other user or third party. You may not impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with Healthnet MS or with any other person or entity. You may not restrict, inhibit or interfere with any other user or third party from using or enjoying the Site.

No System Abuse. You may not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Site, any other online services, or to obtain unauthorized access to the Site or content or any data or other information of any third party. You may not interfere with, disrupt, or create an undue burden on servers or networks connected to the Site.

No Violations of Security Systems. You are prohibited from using the Site to compromise the security or tamper with, or gain unauthorized access to, the Site, content, online accounts or any other computer systems, resources or networks. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools, malware, or network probing tools) is strictly prohibited. If you become involved in any violation of systems security, Healthnet MS reserves the right to release your details to relevant third parties, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

We may require, at any time, proof that you are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to us, including suspending or terminating your access to the Site or seeking other legal or equitable remedies, once we become aware of any violation under these Terms of Use.

6. Availability of and Modification to the Site and Content

We do not guarantee that the Site or any content will be made available through the Site. We may change, modify, edit, suspend, discontinue or otherwise manipulate the Site, content or any part, feature or service of the Site at any time with or without notice to you. You agree that Healthnet MS will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, content or any part thereof.

7. Release

If you have a dispute with one or more users of the Site, you release Healthnet MS (and its affiliates and its and their officers, directors, employees, contractors and agents) from claims, demands, liabilities, costs, or expenses and damages (actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes). In entering into this release, you expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

8. Indemnity

You agree to indemnify and hold Healthnet MS (and its affiliates and subsidiaries and its and their officers, directors, employees, contractors, and agents) harmless, including costs and reasonable attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site or content, (b) your user content, (c) your violation under these Terms of Use; or (d) your violation of applicable laws or regulations. Healthnet MS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Healthnet MS. Healthnet MS will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. Disclaimers

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF USE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE THOUSAND RANDS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SERVICE PROVIDERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO IN THOSE COUNTRIES OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

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12. Local Regulations

Healthnet MS makes no representation that the Site or content are appropriate or available for use outside South Africa, its territories, possessions, and protectorates. If you choose to access the Site or content from other locations, you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the South Africa or the country you reside in.

13. Termination

Healthnet MS may, in its sole discretion, terminate your use of the Site, or remove and discard any content or information stored, sent, or received via the Site without prior notice and for any reason or no reason, including, but not limited to: (i) any unauthorized access or use of the Site, (ii) any violation under these Terms of Use, or (iii) tampering with or alteration of any of the software, data files, and/or content contained in or accessed through, the Site. You may terminate your account for any reason or no reason. Termination, suspension, or cancellation under these Terms of Use or your access rights to the Site shall not affect any right or relief to which Hearst may be entitled, at law or in equity. Upon such termination, suspension, or cancellation, all rights granted to you will automatically terminate and immediately revert to Healthnet MS and its licensors and all rights granted by you to Healthnet MS shall survive in perpetuity.

Notwithstanding any termination, suspension, or cancellation under these Terms of Use or your access rights to the Site, the following provisions under these Terms of Use will survive: Sections 2 – 18.

14. Entire Agreement

These Terms of Use (including the Privacy Notice) constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision under these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15. Changes to these Terms of Use

We may revise, prospectively, these Terms of Use by posting an updated version on the Site. You consent and agree to receive notices of updates to these Terms of Use through our posting of an updated Terms of Use on the Site. You should visit this page or section regularly to review the current version of the Terms of Use. Your continued use of the Site will be deemed as irrevocable acceptance of any revisions.

16. Dispute Resolution (Arbitration Clause and Class Action Waiver)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

- 1.1 Except for either party's claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret, any and all disputes between you and Global Visitor arising under or related in any way to this Agreement, must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any of the Site.
- 1.2 YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND HEALTHNET MS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND GLOBAL VISITOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.
- 1.3 The arbitration will be governed by a body of competent and experienced arbitrators and Alternative Dispute Resolution (ADR) specialists, as modified by this section. For any claim where the total amount of the award sought is R150000 or less, the AOA, you and Healthnet MS must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds R150000, the right to a hearing will be determined by the AOA rules, and the hearing (if any) must take place in South Africa. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in a Court of Law located in South Africa. Claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall be exclusively brought in a Court of Law in South Africa.

17. No Waiver

No failure or delay by Healthnet MS in exercising any right, power or privilege under these Terms of Use will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms of Use.

18. Governing Law

These Terms of Use shall be governed by and construed solely and exclusively in accordance with the laws of the South Africa without giving effect to any law that would result in the application of the law of another jurisdiction.

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