

## GENERAL TERMS AND CONDITIONS OF USE

These terms and conditions of use is complementary to, and should be read and understood together with the AVA Privacy Policy.

### A. General Terms and Conditions of Use

#### 1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

1.1.1. “**AVA App**” means any online application software that is provided by or is connected with Guardian Eye that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

1.1.2. “**Site**” means collectively our website/s and the AVA App.

1.1.3. “**we**”, “**us**”, “**our**” and “**AVA**” means Guardian Eye (Pty) Ltd, all its affiliates and subsidiaries and any developers that AVA may employ from time to time.

1.1.4. “**website**” means the internet websites with the address <https://guardianeye.co.za> or any website with a URL that is validly registered to AVA.

1.1.5. “**you**” and “**your**” means the user of the Site and / or your legal guardian.

1.1.6. “**personal information**” means information relating to you or any other living person or existing legal entity, including but not limited to –

- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person,

provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

## **2. Conditions of Access**

2.1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this user agreement.

2.2. To avoid any confusion, you agree these terms and conditions applies to your use of:

2.2.1. the website;

2.2.2. any AVA Apps;

2.2.3. any third party website or mobile application licensed to us;

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges, etc). AVA cannot be held responsible for these charges.

## **3. Your Acceptance and Consent**

3.1. By using the Site, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Site.

3.2. When you install or download the AVA Apps, you may be required to accept the terms and conditions or the end user licence agreement (collectively, an "EULA") of a third party supplier or vendor. While the EULA is independent from these terms and conditions and establishes a separate legal relationship which you are bound by, you agree that, the EULA is part of this user agreement and will apply to your use of the AVA Apps.

3.3. You agree that this user agreement applies to any information accessed via the Site, and to all sections of the Site.

## **4. Changes to this User Agreement**

4.1. We may change the terms and conditions of this user agreement from time to time. We recommend that you familiarise yourself with this user agreement regularly.

4.2. The current and updated version of this user agreement will apply each time that you access and use the Site.

## **5. Your account**

5.1. If you use the Site, you must keep your access details (including, your user name and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your user name and password. You are only permitted to use one account. If you use more than one account we could delete all access.

5.2. Once you've logged onto the Site once, certain information, functionality and other features of the site will be accessible the next time you access the Site without having to re-enter your password. If you prefer to enter your password every time you access the Site, you can change the setting in the menu option.

5.3. AVA may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.

5.4. You agree that the following actions shall be material breaches of these terms and conditions:

5.4.1. signing in as, or pretending to be, another person;

5.4.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others

5.4.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Site; or

5.4.4. gathering information about others without obtaining their prior written consent.

5.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.

5.6 Please note that the user name you choose is permanent and can only be amended at AVA's discretion.

5.7 AVA may determine certain requirements that you will need to meet when choosing a user name or password. These requirements may be changed from time to time and you may be required to update your credentials.

## **6. Full disclosure of all relevant facts and benefit entitlement**

6.1. AVA might need certain personal, medical and/or financial information from you. It is in your best interest to keep this information current and accurate.

6.2. You guarantee that all information provided by you at any time to AVA on or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.

6.3. You guarantee that you have fully disclosed all facts, and agree that this user agreement or any transactions related to this user agreement will be void if you do not meet this requirement.

## **7. Electronic communication and records**

7.1. When you visit the Site or send e-mails to us, you accept that we can communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.

7.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by AVA. This includes, but is not limited to mobile push notifications.

7.3. If you are a registered user of the Website, you will receive communications from us via e-mail. If you do not want to receive e-mails from AVA, you may change the way you receive your communication on the website, or you can phone our contact centre.

7.4. AVA takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

## **8. Copyright**

8.1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to AVA, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the Site is the exclusive property of AVA and is protected by South African and international copyright laws.

8.2. Except if permitted under this or another agreement with AVA no portion of the Site may be copied or transmitted via any means available now or in the future.

8.3. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.

8.4. You agree that if you breach the terms of this clause 8, AVA will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. AVA will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

8.5. Nothing on the Site should be regarded as granting any licence or right to use any trademark without AVA's prior written permission and/or that of any third party.

8.6. AVA tries to ensure that the most sophisticated technology protects the information on the Site. However, AVA cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

## **9. Disclaimer**

9.1. The Site and all information, content, tools and materials are provided by AVA on an "as is" and "and available" basis, unless we inform you in writing.

9.2. AVA does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.

9.3. AVA does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the AVA servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. AVA will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.

9.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:

9.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of AVA; or

9.4.2. any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

9.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

9.5.1. any of the events described in this paragraph or the paragraphs above;

9.5.2. any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;

9.5.3. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put AVA in disrepute; or

9.5.4. your reliance on any of the information, content, tools or materials that you obtain from the Site.

9.6. To the extent that clinical information may be provided on the Site, it is based on best practice and on current recommendations and guidelines. These obviously change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. You should not discontinue any treatment you may be receiving on the basis of information reflected on this Site without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.

## **10 Indemnity**

10.1. While AVA makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Site or whether they are complete accurate or appropriate.

10.2. You agree to fully indemnify AVA, its directors, and employees and will not hold us responsible for any claim relating to your use of the Site.

10.3. You agree to fully indemnify AVA, its directors and employees, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the Site and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.

10.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Site may change. AVA will notify you of the important changes within a reasonable time.

10.5. You agree that any calculations made on the Site, (including any relating to your health) are estimates and are meant as guidelines only.

10.6. All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.

10.7. You accept that some of the information, content, tools or materials on the Site come from external sources (including independent practitioners in the health and wellness industry), and you agree that AVA is not responsible, and will not be held liable, for any information or content, received from these external sources.

## **11. Phishing and spoofing**

11.1. If you receive an unsolicited e-mail that appears to be from AVA and that requests you to provide personal information (such as your credit card number, user name, or password), or that asks you to verify or confirm your AVA information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofers."

11.2. AVA will never ask for this type of information in an e-mail, and we strongly recommend that you **do not** respond to these e-mails and that you **do not** click on the link. Responding to "phishing" places you and your personal information at risk. AVA cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofers".

## **12. Linking to third party websites**

12.1. The Website may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of AVA and AVA is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.

12.2. AVA is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by AVA of the linked website, their business or security practices, or any association with its operators.

12.3. From time to time AVA may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.

12.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

### **13. Applicable law**

By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

### **14. General Provisions**

14.1. The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.

14.2. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.

14.3. No failure or delay by AVA to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.