



TERMS AND CONDITIONS OF USE

Herein contained are the Terms and Conditions ("the Terms and Conditions") that govern the use of NEWNET PROPERTIES (Pty) Ltd, Registration Number: 1997/011788/07, t/a Sunshine Hospital ("Provider") website located at the domain <https://www.sunshinehospital.co.za> ("the Website") accessed or used by any person ("user"). The Provider reserves the right to modify, amend, add to, remove or replace the whole or any party of these Terms and Conditions from time to time, with or without notice to the User.

PLEASE TAKE NOTICE THAT:

In accessing and continuing to use the Website, the user agrees to be bound by and shall be deemed to have accepted and/or consented to the Terms and Conditions contained herein below, without qualification or exception, which the user acknowledges to have read and understood. If the user does not wish to be bound by the Terms and Conditions herein, the user may not access, display, use, download, and/or otherwise copy, view or distribute any Content of whatsoever nature obtained at the Website.

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| Terms and Conditions – Version 1.1 | |
| Date of version | 12 December 2023 |
| Previous versions | None |
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1. UPDATES TO THE TERMS AND CONDITIONS:

- 1.1. The Provider reserves the right to modify or amend the provisions of the Terms and Conditions at its sole discretion and any amendment/s made shall become effective upon the date of publication of such amended versions to the Website and shall supersede and replace any previous versions.
- 1.2. The Provider shall, at the Providers sole discretion, take any such reasonable practical steps to bring any modifications or amendments to the User's attention by recording, for instance, such previous version/s in the table outlined below.
- 1.3. The obligation rests upon the user to periodically review the Terms and Conditions available at the Website for such modifications and/or amendments.
- 1.4. The User's use or continued use of the Website, and/or engagement with the Provider, and/or use of our goods or services following the publication of changes or updates to the Terms and Conditions will be regarded as the user acceptance to abide by and be bound to these Terms and Conditions, as amended from time to time.

TABLE OF MODIFICATIONS OR AMENDMENTS:

| Date | Version | Description of change | Clause/s |
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2. CONTENT AND DISCLAIMER

- 2.1. The Provider reserves the right to make any improvements, change, or discontinue use of any aspect, feature or content of the Website, with or without notice to the User.
- 2.2. The Website may feature content related to:
 - 2.2.1. the law and legal developments in relation to the Road Accident Fund Act No. 56 of 1996, as amended ("RAF"), and/or the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, as amended ("COIDA"), which may include but not limited to practical guidance in respect of completion, submission and/or processing of claims in accordance with the legislation; and
 - 2.2.2. medical development, treatment, practices and/or procedures which may or may not be afforded by the Provider from time to time.

- 2.3. The content provided on this Website, which include but is not limited to the content outlined herein above, is intended to provide information or general guidance only and does not constitute, nor should it be regarded as a substitute for, legal – and/or medical advice. Any reproduction, interpretation, adaptation, distribution, publication or use of any information, statement or opinion, or part thereof, contained within this Website shall be done at the Users' own risk and discretion.
- 2.4. The Provider makes no representation or warranties, whether express or implied, as to the accuracy, appropriateness, completeness, availability or reliability of any information, data or content provided on the Website or its appropriateness for use in any countries outside the Republic of South Africa.
- 2.5. While the Provider has taken reasonable measures to ensure the integrity of the Website and its contents, the Provider gives no warranty, whether express or implied, that any files, downloads, or applications available from time to time on the Website shall be free of viruses, worms, 'trojan horses' or any other data or code which has the ability to corrupt, damage, destroy or otherwise negatively affect the operation of the user's system.
- 2.6. The Provider may include links to third party websites from time to time which are provided for convenience purposes only. The inclusion of any links to third party websites does not amount to nor shall it be construed as an endorsement of such websites, their owners, licensees, administrators, content, security practices or operations. The user accepts that the use of or reliance upon any links to third party websites provided shall be done entirely upon the user's own risk and discretion. The Provider gives no warranties or makes no representations in respect of the quality, accuracy or reliability of the information or content contained within such third-party websites nor the operationality, privacy policies or practices thereof. The user further agrees that the Provider shall not be held liable, whether directly or indirectly, for the content, use or inability to use or access any content of a third-party website nor any damage of whatsoever nature occurring because of the presence of such third party linked websites on this Website.
- 2.7. In using or continuing to use the Website, the user assumes all responsibility and risk for the use of the Website and the Provider shall not be liable for any loss, injury, damage, cost, penalty or claim resulting from the use of the Website.
- 2.8. The User hereby indemnifies the Provider and holds it harmless to the extent lawfully permitted, from all liability, loss, damage, injury, penalty, cost or claim of whatsoever nature arising out of the use of this Website, or reliance upon the content therein contained by the user and any third party.

3. PROCESSING OF PERSONAL INFORMATION

- 3.1. While using the Website, we may ask users to provide certain personal information which may include, but is not limited to, a users' name, email address and contact number ("personal information"), which could be used to contact or identify a user. In providing such personal information the user consents to

the processing thereof as contemplated in terms of the Protection of Personal Information Act No. 4 of 2013 ("POPIA").

3.2. Any personal information submitted by a User on this Website will be treated as confidential and will be collected, stored, used and processed for the stated purposes only.

3.3. The collection of your personal information is subject to and is regulated by our privacy policy ("Privacy Policy") which can be accessed and viewed on the Website from time to time.

3.3.1. The Privacy Policy is intended to supplement the Terms and Conditions as set out herein.

3.3.2. In the event of any conflict, ambiguity or inconsistency between the Privacy Policy and Terms and Conditions, the former shall take precedence only to the extent of such conflict, ambiguity and/or inconsistency.

3.4. Users may however browse the Website without providing such personal information, but it must be noted that certain information regarding the user can be obtained automatically as the user navigates the Website which could include the user's internet protocol address, internet browsing software and domain, for example, which is used by the Provider to manage the Website and provide functionality thereto.

4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

4.1. The Website and all content currently or anticipated to be displayed at this Website is owned by the Provider, its affiliates, licensors, or any other third-party owners of such content and the proprietary rights therein is protected by South African and International copyright laws.

4.2. Any logo, trademark, service mark, design, domain name or trade name in relation to the Provider and appearing on this Website ("Marks"), whether registered or not, is the property of the Provider. Accordingly, users may not use, copy, edit, vary, reproduce, display, distribute or store any marks without the prior written consent of Netcare.

4.3. This Website is made available for public viewing, however, all rights in and to the content is reserved and retained by the Provider and/or owners and the user is not granted a license or any other right, including without limitation Copyright, Trademark, Patent, or other Intellectual Property Rights (such as inventions, goodwill and trade secrets) in or to the content.

4.4. The provider grants to the user a non-exclusive, non-transferable, limited and revocable right to access, use, download or otherwise copy content provided at this Website subject to these Terms and Conditions for personal, non-commercial and information purposes only.

5. GOVERNING LAW

5.1. The Website is controlled, operated and administered by the Provider from its offices situated within the Republic of South Africa. Accordingly, the user's use of the Website shall be governed by and construed in accordance with the laws of the Republic of South Africa.

5.2. The user hereby irrevocably and unconditionally consents to the jurisdiction of the courts of the Republic of South Africa in respect of all matters arising from these Terms and Conditions and/or the user's use of the Website.

6. CONTACT DETAILS:

Should you need to contact the Provider for purposes related to these Terms and Conditions, please use refer to the contact details outline on the Website from time to time.