

# MOTO HEALTH CARE

## Website Terms and Conditions

**By using the Website, you agree to be bound by the Website Terms and Conditions. All terms and conditions are material. Please review them carefully before proceeding. The Website Terms and Conditions apply to the Website and all services offered on or through the Website.**

### 1. DEFINITIONS

- 1.1 “Personal Information” has the meaning assigned to it in POPIA, and “information” has a similar meaning unless the context requires otherwise, and includes any information that identifies or relates specifically to you such as your name and surname, contact details and information you supply when you become a member of Moto Health Care.
- 1.2 “POPIA” means the Protection of Personal Information Act (Act 4 of 2013) (“POPIA”).
- 1.3 “Moto Health Care” or “the Scheme” refers to Moto Health Care.
- 1.4 “Website” means the internet website with the address <https://mhcmf.co.za/> or any website with a URL that is validly registered to the Scheme.
- 1.5 “Website Terms” means these Website Terms and Conditions
- 1.6 “You” / “your” means the user of the Website and the services offered by the Scheme on or through the Website.

### 2. PURPOSE OF THE WEBSITE

The main purpose of the Website is to provide relevant information about the Scheme to beneficiaries, employer groups and brokers, and to provide a self-service member, employer and healthcare provider portal.

### 3. CONDITIONS OF ACCESS AND USE

- 3.1 **To avoid any confusion, you agree that the Website Terms apply to your use of the Website, any third-party website licensed to the Scheme and any information accessed via the Website.**
- 3.2 If you are registered on the Website, you must keep your access details (username

and password) confidential and not allow other people to use them. **You accept full responsibility for all activities that occur under your access details and accept responsibility for sharing your username and password with any third party. Any use of your access details shall be regarded as if you were the person using such information.**

- 3.3 Materials from the Website may be copied and used on a limited basis for non-commercial purposes only, provided that any material copied remains intact and that all copies include the following notice in a clearly visible position: **'Copyright © 2022 Moto Health Care. All rights reserved.'** These materials are for personal use only. Any copying or redistribution for commercial purposes or for compensation of any kind requires prior written permission from the Scheme.
- 3.4 **By using the Website, you guarantee that you will not and you will not allow third parties on your behalf to**
- 3.4.1 **make and distribute copies of the Website;**
  - 3.4.2 **attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Website; or**
  - 3.4.3 **create derivative works of the Website of any kind whatsoever.**
- 3.5 **You acknowledge that the terms of the agreement with your Internet provider will continue to apply when using the Website. As a result, you may be charged by the Internet provider for access to network connection services for the duration of the connection while accessing the Website or any such third-party charges as may arise. You accept responsibility for any such charges that arise.**
- 3.6 **If you are not the payer of the device being used to access the Website, you will be assumed to have received permission from the payer for accessing and using the Website.**

#### **4. INFORMATION PROTECTION**

- 4.1 The Website may contain confidential information, which is the property of the Scheme and/or its data subjects and/or its business partners. **Unauthorised disclosure and/or use of this information may incur civil or criminal liability.**
- 4.2 Any of your Personal Information which you supply to the Scheme when using the Website will be used by the Scheme in accordance with its Privacy Policy and subject to legislation.

- 4.3 **You guarantee that all information provided by you on or via the Website is true, accurate, current and correct and you undertake to update the information as and when required.**
- 4.4 All information that you provide to the Scheme may be stored electronically and with third-party service providers of the Scheme, which parties are bound by strict levels of confidentiality. **These electronic records shall be proof of the information unless you can prove otherwise.**
- 4.5 The Scheme takes all reasonable steps to protect your Personal Information and maintain confidentiality, including by making use of encryption technology. **However, the Scheme cannot guarantee the security or integrity of any information you transmit to it online and you agree that you do so at your own risk.**

## 5. INTELLECTUAL PROPERTY

- 5.1 All trademarks, copyright, database and other intellectual property rights of any nature in the Website together with the underlying software code as well as any content made available on the Website (e.g., text, graphics, logos, images, etc.) are owned either directly by the Scheme or by the Scheme's licensors unless expressly stated otherwise.
- 5.2 You do not obtain any trademark, copyright, database or any other intellectual property right of any nature or licence by using the Website.
- 5.3 You are not granted any license or right to use any trademark without the Scheme's prior written permission and/or that of any relevant third party.

## 6. TERMINATION

- 6.1 **You agree that the following actions shall constitute material breaches of the Website Terms and, which shall result in the termination of your registration on the Website, if applicable:**
- 6.1.1 signing in as, or pretending to be another person;
  - 6.1.2 transmitting material that violates, or could violate intellectual property rights or the privacy of others;
  - 6.1.3 breaching the conditions of access to and use of materials on the Website;
  - 6.1.4 using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Website; or
  - 6.1.5 gathering information about others without obtaining prior written consent.

- 6.2 Upon termination of your registration as contemplated in this clause 6, the rights granted to you by the Website Terms shall terminate.

## **7. BREACH**

**If you breach the Website Terms, the Scheme shall have the right to claim damages of whatsoever nature from you, including special, incidental, consequential or indirect damages. In addition, the Scheme shall have the right to claim loss of profits and loss of business and to recover all legal costs on a scale as between attorney-and-own-client from you.**

## **8. DISCLAIMERS AND LIMITATION OF LIABILITY**

- 8.1 **The Scheme tries to ensure that the most sophisticated technology protects the information on the Website. However, the Scheme 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 Website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact the Scheme ([info@mhcmf.co.za](mailto:info@mhcmf.co.za)) as soon as possible so that the problem can be addressed.**
- 8.2 **The Website and all information, content, tools and materials are provided by the Scheme "as is" and on an "as available" basis without warranty of any kind.**
- 8.3 **The Scheme does not guarantee the operation of the Website or the information content, tools or materials on the Website.**
- 8.4 **While the Scheme makes every effort to ensure that the content and information on the Website is complete, accurate and up-to-date, it makes no guarantee about the suitability of the products and services and provide no representation or warranty, express or implied, regarding the accuracy, correctness and completeness of information contained on the Website.**
- 8.5 **The Scheme does not guarantee that the Website and/or information, content, tools or materials included on the Website, the Scheme's servers / systems or any electronic communications sent by it are free from viruses or other harmful components.**

- 8.6** The views and opinions expressed on this Website, links or attachments hereto do not necessarily reflect the views and/or opinions of the Scheme. The Scheme cannot inspect all information to determine the truthfulness, accuracy, reliability, completeness or relevance thereof.
- 8.7** Although the Scheme is fully committed to providing you with the best possible service, it shall not be responsible for:
- 8.7.1** 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, epidemics, pandemics, or any other cause beyond the reasonable control of the Scheme, or
- 8.7.2** any inaccurate, incomplete or inadequate information supplied by you and/or obtainable from the Website.
- 8.8** The Website and all of its component elements, including text, graphics, images, hyperlinks and other materials supplied by third parties, are for general educational purposes only and do not replace professional advice. To the extent that clinical information may be provided on the Website, it is based on best Scheme and/or current recommendations and guidelines, which may change from time to time. The information provided does not replace the advice of a registered healthcare practitioner. You should not discontinue any treatment you may be receiving on the basis of information reflected on this Website without first consulting your healthcare practitioner and you should seek professional advice should any symptoms you may be experiencing persist.
- 8.9** The information provided on the Website must not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002 (FAIS Act), the Financial Sector Regulation Act of 2017 or any legislation supplementing or replacing these laws. You should consult your financial adviser should you require any financial services or financial products.
- 8.10** You agree to use the Website at your own risk.
- 8.11** The Scheme, its trustees, employees, contractors, service providers and Website contributors shall not be liable to you or any other person or entity for, and you agree to indemnify them against, any claim or damages of any kind, including for direct, indirect, special, incidental, punitive and/or consequential damages as well as loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, delict

(including negligence), or otherwise, arising from any of the events described in this clause 10, including but not limited -

- 8.11.1 your use of the Website or any information, content, tools or materials included on or otherwise made available to you through the Website;
- 8.11.2 any damage or alteration to your equipment, such as computer equipment, handheld devices or mobile telephones;
- 8.11.3 any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed on the Website;
- 8.11.4 your actions or omissions that result in a breach of the Website Terms; and/or
- 8.11.5 accessing any links to other websites from this Website. You also acknowledge that the Scheme cannot control the content of or the products and services offered on those websites.

## 9. JURISDICTION

The laws of the Republic of South Africa shall govern these Website Terms.

## 10. INTERNATIONAL USERS

The Website is hosted in South Africa. If you are accessing the Website from any other region with laws or regulations governing the collection, use, and disclosure of Personal Information that differ from the laws of South Africa, please be advised that through your continued use of the Website, which is governed by South African law, Moto Health Care's Privacy Policy and these Website Terms, you are transferring your Personal Information to South African territory.

## 11. AMENDMENTS TO THE WEBSITE TERMS

The Scheme may in its sole discretion amend the Website Terms from time to time without prior notice. The latest Terms and Conditions available on the Website shall at all times take precedence over any other version of these Terms. **It is your responsibility to make sure you are satisfied with any changes before continuing to use the Website.**

## 12. FURTHER INFORMATION

If you have questions about these Website Terms, please send an email to [info@mhcmf.co.za](mailto:info@mhcmf.co.za).