

Terms and Conditions Applicable to Participation in a Programme of the Centre for Diabetes and Endocrinology (Pty) Ltd (CDE)

1. Definition of Terms

For purposes of these Terms, the following words have the meanings assigned to them:

- 1.1 **"Application Form"** means the application form in terms of which the User applies to participate in the Programme and to which these Terms are attached;
- 1.2 **"CDE Approved Partners"** refers to any of the third party partners of CDE who are authorised to provide the Products and/or Services to Users on the various Programmes. A list of CDE Approved Partners can be obtained from the Website or from CDE on request;
- 1.3 **"Privacy Policy"** means the Privacy Policy of CDE, which is incorporated in these Terms by reference, and which is available on request from CDE or on the Website;
- 1.4 **"Products and/or Services"** means any and all products and services, to which the User is entitled in terms of the Programme, as agreed to between CDE and the User's medical scheme from time to time. For a list of these Products and Services, please consult our Website, which stipulates the Products and Services, which are available on this Programme, per medical scheme option. The list is also available from CDE on request;
- 1.5 **"Programme"** means the programme offered by CDE in which you choose to participate as indicated on the Application Form;
- 1.6 "Terms" refer to the terms and conditions set out in this document as amended from time to time and includes the terms and conditions of the Privacy Policy;
- 1.7 **"we", "us", "our"** or "CDE" refers to the Centre for Diabetes and Endocrinology (Pty) Limited, Registration Number 1994/001693/07, a private company incorporated in the Republic of South Africa with registered address, 81 Central Street, Houghton Estate, Johannesburg, 2198, South Africa, which facilitates the provision of the Products and/or Services by CDE Approved Partners to Users who participate in the Programme;
- 1.8 **"Website"** means the CDE website, www.cdediabetes.co.za;
- 1.9 **"you"** or **"your"** or **"User"** refers to the patient, and includes the patient's parent, guardian or another person authorised by the patient or in terms of the law to agree on the patient's behalf to these Terms, provide consent as provided for in these Terms and accept liability for payment, where the patient is not competent to agree to these Terms, consent as required or accept liability for payment.

2. Application

- 2.1 **When you apply to join the Programme you agree to be bound by these Terms.**
- 2.2 These Terms only apply to the Products and/or Services supplied by CDE and not to products and/or services supplied by any other service provider, including CDE Approved Partners.
- 2.3 The Privacy Policy is incorporated into these Terms by reference and any reference to the Terms specifically includes the terms and conditions of the Privacy Policy. The Privacy Policy may be amended from time to time in the sole discretion of CDE. The version of the Privacy Policy available on the Website shall be the Privacy Policy that is applicable to the User from time to time.
- 2.4 No party shall be bound by any express or implied term, representation or warranty not recorded in these Terms.
- 2.5 These Terms are subject to change from time to time. CDE will notify you of any changes to these Terms. The Website shall always display the latest version of these Terms, which shall apply each time that you access, use and/or receive Products and/or Services.
- 2.6 Should you use the Website or CDE App, you should first review the applicable Terms and Conditions, which may be obtained at: www.cdediabetes.co.za/cde-terms.html or through the link on the CDE App.

3. Access to Benefits

- 3.1 For the duration of your participation in the Programme, you shall be entitled to all the benefits of the Programme, provided you are a beneficiary of a participating medical scheme option. A list of participating medical scheme options is available on the Website or on request from CDE.

You may only receive the Products and/or Services in terms of the Programme from a CDE Approved Partner. A list of CDE Approved Partners can be obtained from the Website or from CDE on request.

4. Payment

- 4.1 **Should the User receive any Products and/or Services whilst not a beneficiary of a participating medical scheme option, you, as the person responsible for payment, i.e. the Guarantor, shall be personally liable for the payment of such Products and/or Services received.**
- 4.2 **If the User receives in excess of one month's supply of medication and during this period the User resigns from his/her medical scheme or change to a medical scheme option, which does not participate in the Programme, you, as the Guarantor, shall be liable for the cost of such medication, which is payable upon request to CDE.**

5. Your Conduct

- 5.1 **You agree to use the Products and/or Services at your own risk.**
- 5.2 You must not perform any act, which may jeopardise any Product and/or Service provided in terms of the Programme.
- 5.3 **You agree not to use the Products and/or Services in any way that may, in our sole judgment and absolute discretion:**
 - 5.3.1 **violate any provision of these Terms;**
 - 5.3.2 **restrict or inhibit anyone from using or enjoying the Products and/or Services; and/or**
 - 5.3.3 **expose us, any CDE Approved Partner or any other User to any harm or liability of any kind.**

6. Personal Information and Consent

- 6.1 **By agreeing to participate in the Programme, you consent to us collecting, processing, storing and using your personal information in accordance with the Privacy Policy, which is available on the Website or on request from CDE.**
- 6.2 **You authorise CDE to have access to your medical records held by any service provider who has treated you in terms of the Programme for purposes of utilisation review and quality assurance, and to obtain any information, including health information about you, which relates to any hospital admission whilst you are a patient on the Programme.**
- 6.3 CDE shall share your personal information with CDE Approved Partners to enable them to provide the Products and/or Services to you. CDE is obliged in terms of the law to disclose codes, which indicate the diagnosis of the User; i.e. ICD-10 codes, to the User's medical scheme. Should you object to the disclosure of these ICD-10 codes, CDE shall use codes that do not reveal the diagnosis of the User. This may result in the User's medical scheme not paying the account or not paying the account in full and the Guarantor shall be personally liable to pay the outstanding amount.
- 6.4 **You guarantee that all information provided by you at any time to CDE shall be true, accurate and correct and you undertake to notify CDE of any changes to your information, including your medical scheme and medical scheme option, within seven calendar days of such change.**
- 6.5 You may withdraw your consent at any time as provided for in this clause 6. **Should you, however, withdraw your consent, CDE may in its sole discretion decide whether to terminate the User's participation in the Programme.**

7. Electronic communication and records

- 7.1 **You agree that we can communicate with you electronically. All information that you provide to us on the Application Form and otherwise may be stored electronically by CDE and these electronic records shall be regarded as original records for purposes of proof.**
- 7.2 **Any electronic communication sent to you will be deemed to have been received by you upon dispatch by CDE unless proved otherwise.**
- 7.3 **You agree that all agreements, notices, disclosures and other communications that we provide to you electronically are deemed to meet any legal requirement that such communications must be in writing.**
- 7.4 CDE takes reasonable steps to protect your personal information and maintain confidentiality in accordance with the Privacy Policy and applicable legislation. **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 If you receive an unsolicited e-mail that appears to be from CDE 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 CDE information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer". **CDE will never request 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 any such link provided. Responding to "phishing" places you and your personal information at risk.**

8. Force Majeure

We shall not be deemed to be in breach of these Terms or the Privacy Policy due to any event or circumstance beyond our reasonable control, including without limitation, war, invasion, failures of any public networks, electrical shortages, terrorist attacks, public violence, labour unrest, earthquakes and other acts of God.

9. Disclaimer

- 9.1 **CDE shall not be responsible for any direct or indirect loss or damages that may arise from:**
 - 9.1.1 **any of the events described in these Terms, including any loss, delay or damage due to Force Majeure; and/or**
 - 9.1.2 **your actions or omissions that result in a breach of these Terms; and/or**
 - 9.1.3 **denying the User access to the Products and/or Services should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would compromise the integrity of the Products and/or Services or place CDE in disrepute; and/or**
 - 9.1.4 **the processing of your personal information as set out in these Terms and our Privacy Policy; and/or**
 - 9.1.5 **your reliance on any of the information, content, tools or materials that you obtain through your participation in the Programme; and/or**
 - 9.1.6 **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 CDE; and/or**
 - 9.1.7 **any consequences resulting from your response to any e-mail sent by a "phisher" or a "spoofer"; and/or**
 - 9.1.8 **the lawful termination of the User's access to the Programme; and/or**
 - 9.1.9 **any inaccurate, incomplete or inadequate information supplied by you, which might impact on the provision of the Products and/or Services.**

- 9.2 You agree to indemnify and hold CDE, its directors, employees, shareholders, contractors and agents, harmless against any claim, penalty, loss or damages of any kind and/or liability (“Liability”) of whatever nature and howsoever incurred, for any injury or harm caused to or disease contracted by the User, resulting from the supply of the Products and/or Services, including the processing of and disclosure of your personal information to any authorised person, any errors or inaccuracies or incomplete information made available by third parties (including health care professionals, advisors and/or experts) through the provision of the Products and/or Services and your violation of any third party right, including but not limited to any copyright, trademark, trade secret or other property or privacy right, and irrespective of whether the Liability is based on omission, commission, delict or contract.
- 9.3 The provisions of this clause 9 shall survive termination, modification and expiration of these Terms and termination of your participation in the Programme.

10. Remedies and Termination

- 10.1 CDE reserves the right to, in its sole discretion, terminate your participation in the Programme should it deem it necessary to do so.
- 10.2 Upon termination of your participation in the Programme, the rights granted to you in terms of these Terms shall terminate.
- 10.3 **You agree that any violation, or threatened violation, by you of these Terms will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law.**

11. Applicable law

- 11.1 **By applying to participate in the Programme, you agree that the laws of the Republic of South Africa will govern these Terms, and you consent to the jurisdiction of the South African courts in respect of any dispute, which may arise from these Terms.**
- 11.2 You choose your physical address on the Application Form as the *domicilium citandi et executandi* for the receipt of any notices and documents from CDE and for any legal proceedings.
- 11.3 **We shall be entitled to recover from you all legal expenses incurred in the enforcement of any rights under the Terms, including but not limited to collection charges and legal expenses on an attorney and own client scale.**

12. General Provisions

- 12.1 **Attempted conduct** – The prohibition of any conduct in terms of these Terms extends to the prohibition of any attempt to engage in such conduct, or to authorise, encourage, facilitate or condone others in engaging in such conduct.
- 12.2 **Cession and Delegation** – We may cede our rights and/or transfer or assign our obligations under these Terms to any person; provided that if we consider the transfer or assignment of our obligations under these Terms to be to your detriment, we shall not do so without your prior written consent. You shall not be entitled to cede your rights or transfer or assign your obligations under these Terms to any person without our prior written consent.
- 12.3 **Indulgence** – No relaxation or indulgence granted to you by us, or failure to enforce any of our rights, shall amount to a waiver or abandonment of our rights under and in terms of these Terms, nor preclude us from exercising our rights in the future.
- 12.4 **Severability** – Should any provision of these Terms be held to be illegal, invalid or unenforceable for any reason, such provision shall be severed from the Terms without affecting, impairing or invalidating the remaining provisions, which shall continue to be of full force and effect.
- 12.5 **Feedback** – We appreciate your feedback. Should you wish to make any comments or suggestions about any of the Products and/or Services, if you have any questions, or if you would like to report any violation of or any conduct that you believe to be in breach of these Terms, please contact us at members@cdediabetes.co.za or on +27 11 053 4400.

Accept