



MOBILE APPLICATION GENERAL TERMS AND CONDITIONS OF USE

PLEASE READ THIS MOBILE APPLICATION GENERAL TERMS AND CONDITIONS OF USE TOGETHER WITH THE NATIONAL RENAL CARE PRIVACY POLICY BEFORE USING THE MOBILE APPLICATION.

A. General Terms and Conditions of Use

1. Definitions

1.1. In this General Terms and Conditions of Use (hereinafter referred to as this “**Agreement**”), the terms below have the following meanings:

1.1.1. “**National Renal Care Apps**” means any online application software that is provided by or is connected with National Renal Care 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 National Renal Care Apps;

1.1.3. “**we**”, “**us**”, “**our**” and “**National Renal Care**” means National Renal Care Proprietary Limited, being the holding company of the National Renal Care Group of Companies, all its affiliates and subsidiaries and any developers that National Renal Care may employ from time to time.;

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

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

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 and sex 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

Your access to, and use of, the Site is subject to the terms and conditions set out in this Agreement

2.1. To avoid any confusion, you agree that this Agreement applies to your use of:

2.1.1. the website;

2.1.2. any National Renal Care Apps; and/or

2.1.3. 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). You acknowledge and agree that National Renal Care will not 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 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 National Renal Care 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 this Agreement and establishes a separate legal relationship which you are bound by, you agree that, the EULA is part of this Agreement and will apply to your use of the National Renal Care Apps.

3.3. You agree that this 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 Agreement from time to time. We therefore, recommend that you familiarise yourself with this Agreement on a regular basis.

4.2. The current version of this 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 related to the other accounts.

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. National Renal Care 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 this Agreement:

Document No: NRC MOBILE APP TERMS AND CONDITIONS	Version: 1	Effective date: 2021.02
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- 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 National Renal Care's discretion.
- 5.7. National Renal Care 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 information

- 6.1. National Renal Care might need certain personal and medical information from you. It is therefore, 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 National Renal Care 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. By providing the relevant information, you give your consent to National Renal Care and any applicable third parties, to collect, process, use and store your information as defined in law.
- 6.4. You guarantee that you have fully disclosed all facts, and agree that this Agreement or any transactions related to this 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 National Renal Care. This includes, but is not limited to mobile push notifications.
- 7.3. National Renal Care 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.
- 7.4. 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 National Renal Care, 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 National Renal Care and is protected by South African and international copyright laws.
- 8.2. Except if permitted under this or another agreement with National Renal Care 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, National Renal Care will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. National Renal Care will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs.
- 8.5. Nothing on the Site should be regarded as granting any licence or right to use any trademark without National Renal Care's prior written permission and/or that of any third party.
- 8.6. National Renal Care tries to ensure that the most sophisticated technology protects the information on the Site. However, National Renal Care 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 National Renal Care on an "as is" and "and available" basis, unless we inform you in writing.
- 9.2. National Renal Care 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. National Renal Care does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the National Renal Care servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. National Renal Care 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 National Renal Care; 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. your actions or omissions that result in a breach of this Agreement;

9.5.3. 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;

9.5.4. 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 National Renal Care in disrepute; or

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

9.6. It is very important that you acknowledge and understand that the information included on the Site should not to be regarded as either advice or a healthcare service. Please consult with your Physician should you require any medical advice or medical diagnosis.

9.7. 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. The following will apply to usage of our Mobile Application

10.1. We advise that you consult with your physician before you undertake to follow any health and dietary recommendations you receive via the National Renal Care Mobile App.

10.2. The National Renal Care Mobile App is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

10.3. You expressly agree that we are not providing medical advice via the National Renal Care Mobile App. All content provided through the National Renal Care Mobile App, including all text, communication, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other materials, whether provided by us or by other users or third parties is not intended to be and should not be used in place of (a) the advice of your physician or other medical professionals, (b) a visit, call or consultation with your physician or other medical professionals, or (c) information contained on or in any product packaging or label. Should you have any health related questions, please call or see your physician or other healthcare provider promptly. Should you have an emergency, call your physician immediately. You should never disregard medical advice or delay in seeking medical advice because of any content presented on the National Renal Care Mobile App, and you should not use the National Renal Care Mobile App or any content on the National Renal Care Mobile App for diagnosing or treating a health problem.

10.4. The transmission and receipt of any content, in whole or in part, or communication via the internet, e-mail or other means does not constitute or create a doctor-patient or other healthcare professional relationship.

11. Indemnity

11.1. While National Renal Care makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee that they are complete accurate or appropriate.

11.2. You agree to fully indemnify National Renal Care, its directors, its employees and its Shareholders and will not hold us responsible for any claim relating to your use of the Site.

11.3. You agree to fully indemnify National Renal Care, its directors, its employees and its Shareholders, 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.

- 11.4. You agree that all information, including any terms or conditions on the Site may change. National Renal Care will notify you of the important changes within a reasonable time.
- 11.5. All services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 11.6. You accept that some of the information, content, tools or materials on the Site come from external sources (including independent practitioners in the health industry), and you agree that National Renal Care is not responsible, and will not be held liable, for any information or content, received from these external sources.

12. Phishing and spoofing

- 12.1. If you receive an unsolicited e-mail that appears to be from National Renal Care 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 National Renal Care information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofers."
- 12.2. National Renal Care 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. National Renal Care cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofers".

13. Linking to third party websites

- 13.1. 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 National Renal Care and National Renal Care 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.
- 13.2. National Renal Care is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by National Renal Care of the linked website, their business or security practices, or any association with its operators.
- 13.3. From time to time National Renal Care 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.
- 13.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

14. Applicable law

- 14.1. 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.

15. Cookie Policy

A cookie is a small piece of data that the application stores in the shared preferences of the application which is private to each application. The cookie contains information to personalise your experience on our mobile application. The cookie has the ability to identify your device, computer or smart phone.

By using our mobile application you agree that cookies may be forwarded from the relevant mobile application to your computer or device. We may use the cookie to:

- enable us to know if you visited our mobile application,
- identify the access tokens used for authentication,
- reload the treatment outcomes for guest users,
- determine whether a user has activated their pathology results,
- determine a user's theme preference, or
- determine whether a user has accepted or declined use of an introduction banner.

All preferences are cleared when a user logs out and automatically removed when the application is uninstalled. You have the right to choose whether or not to accept cookies. However, please note that if you do not accept our cookies, you may not be able to use the full functionality of the mobile applications.

16. General Provisions

- 16.1. The headings of the clauses in this Agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this Agreement.
- 16.2. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16.3. No failure or delay by National Renal Care 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 Agreement.

B. Privacy Policy

This privacy policy is complementary to, and should be read and understood together with, the general terms and conditions of use set out in Section A above.

Insert Link to NRC's Home page to the [PRIVACY AND CONFIDENTIALITY 007 V1 202012.pdf](#)