

# SUGARWAVE TERMS & CONDITIONS AND PRIVACY POLICY

## 1. Definitions

1.1 In these general terms and conditions ("Terms"):

- 1.1.1 "Access Details" means the username and password we provide to you or created by you upon registration for the Services for the purposes of giving you access to the Services
- 1.1.2 "Credits" means units purchased to enable submission of one pair of colour retinal images for analysis by Eyris AI software.
- 1.1.3 "Eyris AI" means artificial intelligence provided as a service through an API by EyRIS Pte. Ltd. (UEN: 201805165Z) and its Affiliates ("EyRIS", "we" or "us") owns and manages 'EyRIS SELENA+' and 'EySCAN' (collectively known as the "EyRIS Platform") which is intended to aid healthcare professionals in screening patients at risk of vision loss through analysis of colour retinal images of patients to identify signs of Diabetic Retinopathy.
- 1.1.4 "Healthcare professional" means a medical practitioner or professional that is registered with the Health Professionals Council of South Africa and makes use of the Services;
- 1.1.5 "Loss" means any loss, including loss of profit, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential.
- 1.1.6 "Patient" means any one of your patients
- 1.1.7 "Privacy Policy" means the privacy policy adopted by us and which forms part of these Terms, and
- 1.1.8 "Services" means the services made available by us via the Website by means of which you are able to, amongst other things: register as a user, buy user credits, upload patient data, upload patients' fundus photos, submit fundus photos for analysis by Artificial Intelligence, make notes or comments on a patient's profile, download a report of the results of the analysis.
- 1.1.9 **"Third Party Provider"** means Eyris Pte. Ltd., an external international company incorporated under the laws of Singapore, and its affiliates, as well as any other third-party service providers that the Service Provider may engage from time to time, each of which operates under its own applicable local laws. Eyris Pte. Ltd. manages the 'EyRIS SELENA+' and 'EySCAN' platforms (collectively referred to as the "EyRIS Platform").
- 1.1.10 "Use" means to use, access, refer to, view or make use of the Services.
- 1.1.11 "We", "our", "us", "SugarwaveAI" and "Sugarwave" means Sugarwave (PTY) Ltd Registration number 2016/463591/07: a company owned in majority by the African Eye Foundation. Furthermore, any reference to us will be deemed to also include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, advisers, service providers, suppliers and content providers;
- 1.1.12 "Website" means the website which is accessible at the URL: [www.sugarwaveai.com](http://www.sugarwaveai.com) that allows users to;
  - 1.1.12.1 Upload patient information;
  - 1.1.12.2 Upload patient fundus photos;
  - 1.1.12.3 Submit colour fundus photos for AI analysis to detect Diabetic Retinopathy;
  - 1.1.12.4 Allow users to comment on Fundus Photos;
  - 1.1.12.5 Allow multiple users to interact and comment on patient profiles;
  - 1.1.12.6 Generate a PDF report of patient details, AI findings, Photos and comments;
  - 1.1.12.7 and any other service which may be made available by us via the Website from time to time;
- 1.1.13 "you" and "your" means any person who makes use of the Website and registers to use the Services;

1.2 Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases not defined in these Terms but defined in the Protection of Personal Information Act 4 of 2013 ("POPI") and the Electronic Communications and Transactions Act 25 of 2002 ("the ECT Act") will bear the same meaning given to them in POPI and the ECT Act.

1.3 These Terms and any additional document we incorporate by reference shall apply to you when you use the Website and/or any part of the Services.

## 2 What do these Terms regulate?

2.1 These Terms set out the agreement between us and you, and the terms and conditions upon which you may:

- 2.1.1 use the Services; and
- 2.1.2 otherwise use the Website, including the use of the information, content, products or services including (without limitation) any text, software, icons, graphics, images, sound clips, trade names, logos, designs, trade marks and service marks which are displayed on, available on or incorporated in the Website ("the Website Content"), to the extent that such Website Content is not regulated by its own terms of use.

## 3 Your agreement to comply with these Terms

3.1 You agree that:

- 3.1.1 clicking/checking "you agree to the Terms and conditions", making use of any of the Services and/or any use of the Website signifies your unconditional agreement to comply with all of the terms and conditions of these Terms;

- 3.1.2 we may, at any time, amend the Terms or introduce additional terms and conditions relating to the Services or any other service, content, products, facilities or functionality which is made available by us by way of the Website or otherwise. You will be notified of (and required to agree to) such amendments in the manner provided for in paragraph 15.2 of these Terms; and
- 3.1.3 we may, in our sole discretion, at any time and for any reason and without prior notice, suspend or terminate the Services, the operation of the Website or any of the Website Content or the right to use the Services, the Website or any of the Website Content.
- 3.2 If you do not agree to these Terms you must not make use of:
  - 3.2.1 the Services; and/or
  - 3.2.2 the Website and the Website Content and you must immediately delete all copies of the Website Content in your possession or under your control.
- 3.3 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team on by emailing support@sugarwaveai.co.za.
- 3.4 You agree that you are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you to use the Website, the Website Content and the Services. In this regard, you must, at all times, provide your own hardware, software as well as a modem and internet connectivity and telecommunications infrastructure. You will require Adobe PDF reader to view reports.
- 3.5 You agree that the Services and the Website is not exclusive, and we may, subject to our Privacy Policy, grant access and rights to any other person or entity.

#### **4 References and links to and from other websites**

- 4.1 The Website may contain references or links to other websites ("Other Websites") and to the products, opinions or services of third parties.
- 4.2 Subject to the provisions of POPI and the ECT Act and to the fullest extent allowed by law, your use of the Other Websites or the products or services of third parties is entirely at your own risk. We shall not be responsible for any Loss arising from or related to your reliance on, use or attempted use of Other Websites or the opinions, products or services of third parties.
- 4.3 You shall not make (and may not permit any third party to make) any reference to us, the Website or the Website Content, whether by way of a link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation or recommendation by us in relation to you or a third party or of the services, products or opinions of a third party, without our prior written consent.

#### **5 Your behaviour when using the Website and the Services**

- 5.1 You will take no action which is intended to, or could reasonably be expected to, have an adverse effect on Sugarwave, the SugarwaveAI Platform, or any person associated therewith, including but not limited to any action which could reasonably be expected to lead to adverse publicity for Sugarwave, the SugarwaveAI Platform, or any person associated therewith.
- 5.2 3.2 When you use the SugarwaveAI Platform, you shall not:
  - 5.2.1 send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including but not limited to materials harmful to Sugarwave or violative of third-party privacy rights;
  - 5.2.2 send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
  - 5.2.3 interfere with or disrupt the integrity or performance of the SugarwaveAI Platform or the data contained therein;
  - 5.2.4 attempt to gain unauthorized access to the SugarwaveAI Platform or its related systems or networks;
  - 5.2.5 impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
  - 5.2.6 engage in any conduct that could damage Sugarwave's reputation or amount to being disreputable;
  - 5.2.7 violate any law or regulation;
  - 5.2.8 violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
  - 5.2.9 avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Sugarwave or any of Sugarwave's providers or any other third party to protect the SugarwaveAI Platform;
  - 5.2.10 attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the SugarwaveAI Platform, except to the limited extent as may be allowed by the applicable law; or advocate, encourage, or assist any third party in doing any of the foregoing;
  - 5.2.11 license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the SugarwaveAI Platform in any way;
  - 5.2.12 modify or make derivative works based on the SugarwaveAI Platform;
  - 5.2.13 create internet "links" to the SugarwaveAI Platform or "frame" or "mirror" the SugarwaveAI Platform on any other server or wireless or internet-based device;
  - 5.2.14 launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/ or performance of the SugarwaveAI Platform;

- 5.2.15 post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or
  - 5.2.16 remove any copyright, trademark or other proprietary rights notices contained in the SugarwaveAI Platform.
- 5.3 Sugarwave will have the right to investigate and prosecute breaches of any of the above to the fullest extent of the law. Sugarwave may involve and cooperate with law enforcement authorities in prosecuting Users who breach these Terms of Use. You acknowledge that Sugarwave has no obligation to monitor your access to or use of the SugarwaveAI Platform or to review or edit any User Content, but has the right to do so for the purpose of operating the SugarwaveAI Platform, to ensure your compliance with these Terms of Use, or to comply with the applicable law or the order or requirement of a court, administrative agency or other governmental body. Sugarwave reserves the right, at any time and without prior notice, to remove or disable access to any User Content that Sugarwave in its sole discretion considers objectionable, in violation of these Terms of Use or otherwise harmful to the SugarwaveAI Platform.

## 6 Registration for the Services by users

- 6.1 The Website operates as an electronic health record repository within the healthcare sector to provide a platform for secure health information sharing between healthcare professionals.
- 6.2 Accessing the closed off parts of the Website and the Services contained therein:
- 6.2.1 Only persons who have registered may make use of the Services via the Website.
  - 6.2.2 To register for and use the Services on the Website you will be required to:
    - 6.2.2.1 agree to these Terms;
    - 6.2.2.2 provide us with all the information we require in order to make the Services available to you, including but not limited to: (i) your personal details; (ii) details relating to your medical practice, and (iii) confirmation of your registration at the Health Professions Council of South Africa ("HPCSA").
  - 6.2.3 You agree that we may use the information provided to us to conduct a check with the HPCSA to confirm your registration with the HPCSA.
  - 6.2.4 When logging on to use the Services, you will be requested to enter your Access Details. You may at any time change your Access Details. You will be solely responsible for keeping these Access Details secret. You agree to notify us immediately should you suspect that another person has obtained access to your Access Details or if you are aware of any unauthorized use of your Access Details.
  - 6.2.5 To the extent permitted by law, you will be responsible for any Loss or damage you, your Patients or any other party may suffer if any other person accesses the Services using your Access Details.
  - 6.2.6 To access the Services, you must have access to a computer, which is able to connect to the internet and to download and receive content.

## 7 Healthcare professionals and healthcare services

### 7.1 Disclaimers and exclusion of warranties

- 7.1.1 You acknowledge that the results provided by SugarwaveAI is not intended to, and does not, constitute professional medical advice or a replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition of your Patient.
- 7.1.2 You acknowledge that the use of the Website does not create nor replace the professional relationship you have with your Patient. Accordingly, whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy and safety of the content of this Website:
  - 7.1.2.1 you agree that any reliance hereof and hereon is solely and entirely at your own risk and that you assume full responsibility and risk of Loss resulting from the use hereof;
  - 7.1.2.2 you agree that the information you record and capture in respect of your Patients is accurate and is recorded solely and entirely at your own risk and you assume full responsibility and risk of Loss resulting from the use thereof; and
  - 7.1.2.3 you agree that the use of the products or services which may be advertised on the Website are used at your own risk and you assume full responsibility and risk of any injury, damage or Loss resulting from the use thereof.
- 7.1.3 You hereby indemnify the Indemnified Parties against any claims, costs or damages that may be incurred by the Indemnified Parties of whatsoever nature, including, without limitation any direct, indirect, special, consequential and/or physical damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, accuracy or inability to use the Website or the information contained herein.

### 7.2 Charges and Payment

- 7.2.1 **Credit Purchases:** The Customer shall purchase credit bundles for access to the Services, in accordance with this clause 8 and Schedule "1". Each credit entitles the Customer to one analysis of a set of patient fundus photographs on the Platform. Pricing for credits is subject to change from time to time at the discretion of the Service Provider. The applicable price shall be that published or quoted at the time of purchase.
- 7.2.2 **Invoicing and Allocation:** The Service Provider shall invoice the Customer upon each order of credit bundles. Credits will be allocated to the Customer's account on the Platform upon receipt of payment.

- 7.2.3 **Payment Terms:** The Customer shall make payment to the Service Provider of any amount due under this Agreement within 7 days of receipt of an invoice from the Service Provider.
- 7.2.4 **Non-Refundable Credits:** All credits purchased by the Customer are non-refundable under any circumstances. Once credits are allocated to the Customer's account, they may not be refunded, transferred, or exchanged.
- 7.2.5 **Credit Expiry:** All credits purchased by the Customer will expire 3 months after the date of purchase. Any unused credits will be forfeited upon expiration and will not be refunded, transferred, or extended beyond this period. The Service Provider will not be liable for any loss or inconvenience arising from the expiration of credits.
- 7.3 Patient consent and results**
- 7.3.1 In order to use the Website and the Services, Sugarwave requires that you obtain your Patient's informed consentto:
- 7.3.1.1 Capture and record their confidential medical file information by you on the Website.
- 7.3.1.2 Submit their colour fundus photographs for analysis by Eyris AI
- 7.3.1.3 Share their personal information, colour fundus photo and analysis outcome with their medical aid if required.
- 7.3.2 Accordingly, Sugarwave requires that you attain your Patients' consent by requiring your Patients to complete and sign the "Patient Consent Form".
- 7.3.3 Please do not capture and record your Patient's confidential medical file information on the Website before you receive a completed and signed "Patient Consent Form" from your Patient or his/her authorised personal representative.
- 7.3.4 By capturing and recording your Patient's confidential medical file information on the Website you warrant that you have received a completed and signed copy of the "Patient Consent Form" from your Patient or his/her authorised personal representative and that you have obtained your Patient's informed consent for their confidential medical file information to be captured and recorded by you on the Website.
- 7.3.5 To the extent permitted by law, you hereby indemnify Sugarwave, its affiliates, shareholders, directors, agents, consultants and employees ("the Indemnified Parties") against any claims, costs or damages that may be incurred by the Indemnified Parties of whatsoever nature, including, without limitation any direct, indirect, special, consequential and/or physical damages, whether in an action arising out of contract, statute, delict or otherwise, relating to your failure to obtain your Patient's informed consent for their confidential file information to be recorded and captured on the Website.
- 7.3.6 You hereby agree that it is your sole responsibility as a Health Care Professional to provide the results of the AI analysis to your patient and ensuring that they understand the implications of the results and the need for appropriate referral if applicable.

## **8 Commencement and additional services**

- 8.1 Your appointment of Sugarwave to render the Services commences on and is with effect from the date on which you register for the Services ("the Effective Date") and endures indefinitely until terminated by yourself or us giving the other 30 days' notice thereof.
- 8.2 Furthermore, when registering for the Services, you will also automatically be registered for our Email Authentication service ("the Email Authentication Services"), in terms of which you authorise us, as a means of authenticating your identity and to provide you with access to your information on the Website, to notify you via email (i) when you have logged on to the Website, (ii) applied to purchase credits; and received said credits.
- 8.3 You agree that Sugarwave may, on reasonable notice to you, limit or deny access to all or any part of the Services for purposes of performing any upgrade, repair or maintenance services. In these circumstances, we will use our best efforts to limit or deny your access to the Services to non-business hours.

## **9 Termination**

- 9.1 You may delete your account, terminate your Subscription, or stop using the SugarwaveAI Platform at any time. If you terminate your account or your Subscription prior to the end of the contracted Subscription period, any fees paid by you prior to the termination are non-refundable. Termination of your account or your Subscription shall not relieve any obligation to pay accrued fees or charges.
- 9.2 Access to the SugarwaveAI Platform or any part thereof may be changed, suspended, discontinued, terminated, or disabled at any time without notice, including for the following reasons:
- 9.2.1 violations of these Terms of Use;
- 9.2.2 a request from you to terminate your account;
- 9.2.3 a request and/ or order from law enforcement, a judicial body, or other government agency;
- 9.2.4 where provision of the SugarwaveAI Platform is or may become unlawful;
- 9.2.5 unexpected technical or security issues or problems;
- 9.2.6 your participation in fraudulent or illegal activities; and
- 9.2.7 your failure to pay fees owed in relation to the SugarwaveAI Platform, and any fees paid by you prior to the termination are non-refundable.

## **10 Exclusion of liability for use of the Website, the Website Content and the Services**

- 10.1 Your use of the Website, the Website Content and the Services is entirely at your own risk.
- 10.2 Subject to the provisions of POPI and the ECT Act and to the fullest extent allowed by law, we shall not have any liability whatsoever in relation to the Website, the Website Content and/or the Services. You hereby

indemnify us against any Loss arising from your use of or reliance on the Website, the Website Content or the Services or arising out of any of the events contemplated in paragraph 9.3 below, or any actions or transactions resulting therefrom, even if we have been advised of the possibility of such Loss.

10.3 In addition, you agree that we will not be liable for any unavailability, interruption, downtime, malfunction, or failure of the Website, the Website Content or the Services for any reason whatsoever.

10.4 To the fullest extent allowed by law and subject to the provisions of POPI, if any of the limitations or exclusions of our liability in these Terms are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed R100.

## **11 Exclusion of warranties and representations**

11.1 The Website, the Website Content and the Services are provided "as is" and are subject to change without notice.

11.2 We do not accept any responsibility for any errors or omissions on the Website or the Website Content. In addition, you acknowledge that the Website Content may not be accurate or complete.

11.3 Subject to the provisions of the ECT Act, the Website and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Website Content.

11.4 We also make no warranty or representation, whether express or implied, that the Website Content is free of viruses, destructive materials or any other data or code which is able to harm or otherwise impede in any manner the operation of a computer system, computer network or your hardware or software and you accept all risks in this respect.

11.5 You may also not rely on any warranty or representation, which allegedly induced you to agree to these Terms, unless the representation or warranty is recorded in these Terms.

11.6 You acknowledge that the information on the Website and the Website Content is not intended to, and does not, constitute professional medical advice or a replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition.

11.7 You acknowledge that the Website, the Website Content and the Services is not intended to and does not create a doctor-patient relationship nor does it replace the relationship between a health care professional and their patients.

11.8 The grant of any indulgence by us to you in respect of any matter connected to your use of the Website, the Website Content or the Services shall not constitute a waiver of any right by us or prevent or adversely affect the exercise by us of any existing or future right.

## **12 Intellectual Property Rights**

12.1 The Website, the Website Content and the Services are protected by law. This incorporates all intellectual property rights in respect of the Website, the Website Content and the Services, including all rights, title and interest (statutory and common law) in copyright, designs, trade marks and inventions. Any unauthorised use of the Website, the Website Content and the Services and all intellectual property rights related thereto, is prohibited.

12.2 All intellectual property rights, including all rights, title and interest (statutory and common law) in copyright, of whatsoever nature existing now and in the future, remain the absolute property of Sugarwave. The software may not be sub-licensed, transferred or assigned without the prior written consent of Sugarwave and you shall not and shall not permit access to the software and any documentation relating thereto by any third party without the prior written consent of Sugarwave.

12.3 You will not acquire any right, title or interest, including any intellectual property rights, in or to the Website, the Website Content or the Services other than those rights expressly granted to you in these Terms.

12.4 Where any of the Website Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

12.5 You agree that you will not use the Services in any manner that constitutes a violation of any law (including intellectual property law), or an infringement of the rights (including the intellectual property rights) of Sugarwave, our licensors or any third party.

12.6 You agree that you will not reproduce, modify, copy, perform, transmit or commercially exploit the Services in any manner whatsoever.

## **13 Variation of certain deeming provisions in the ECT Act**

13.1 By using the Website and/or the Services, you agree that these Terms create a binding agreement between us and you, even though these Terms are wholly or partly in the form of a data message. You agree specifically that:

13.1.1 the agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website;

13.1.2 an electronic signature is not required by you or us for purposes of agreeing to these Terms;

13.1.3 your use of the Website and/or the Services is sufficient evidence of your agreement to these Terms;

- 13.1.4 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;
  - 13.1.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us;
  - 13.1.6 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message; and
- 12.7 these Terms will be interpreted and implemented in accordance with the laws of South Africa and you agree to the jurisdiction of the courts of South Africa.

#### **14 Quality of Images**

- 14.1 The AI service provided by Eyris to SugarwaveAI is designed to work only with digital retinal colour images of the fovea and optic disc ("Images") taken using the following list of digital fundus cameras that have been determined by EyRIS to be compatible for use with the EyRIS AI ("Approved List"):
  - (i) Canon CR-DGI;
  - (ii) Carl Zeiss VISUCAM 500;
  - (iii) Carl Zeiss Visucam Pro NM;
  - (iv) Crystalvue FundusVue;
  - (v) Topcon NW8; and
  - (vi) Topcon TRC 50DX.
- 14.2 Eyris AI has not been verified to work with Images taken using cameras not on the Approved List. If you wish to use Images taken using a camera that is not on the Approved List ("Unapproved Model"), you must first submit to SugarwaveAI the Unapproved Model to undergo a camera validation protocol on such terms as EyRIS may from time to time determine.
- 14.3 Eyris AI includes an image quality model that determines whether an Image is of sufficient quality to work with the EyRIS Platform. You acknowledge and agree that you are solely responsible for the quality of Images uploaded to the EyRIS Platform.

#### **15 Privacy Policy**

##### **15.1 Introduction**

- 15.1.1 We recognise the importance of protecting your privacy in respect of your personal information (as this phrase is defined in POPI) collected by us when you use this Website.
- 15.1.2 In adopting this Privacy Policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy. Accordingly, we will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of your personal information. However, we do not guarantee that your personal information shall be 100% secure.
- 15.1.3 Where there are reasonable grounds to believe that your personal information has been accessed or acquired by any unauthorised person, we will notify you and the Information Regulator which is appointed in terms of POPI. We will delay notifying you of the unauthorised access or acquisition of your personal information if a public body responsible for detection, prevention or investigation of offences or the Information Regulator informs us that notifying you will impede a criminal investigation. When we notify you of the compromise to the security of your personal information we will provide you with sufficient information to allow you to take protective measures against the potential consequences of the compromise.

##### **15.2 Your agreement in relation to your personal information**

- 15.2.1 By continuing to use this Website:
  - 15.2.1.1 You agree to the terms and conditions set out in this Privacy Policy. If you do not agree with this Privacy Policy, please do not continue to use the Website and/or the Services; and
  - 15.2.1.2 You agree that we may "collect, collate, process and/or store" your personal information (as this term is defined in POPI) ("Process") for, amongst other things, (i) the purposes of providing you with access to the Services, Website and the Website Content; and (ii) for any of the purposes listed at clause 15.6 below.
- 15.2.2 We reserve the right to vary the terms of this Privacy Policy in accordance with paragraph 16.2 below.
- 15.2.3 It is your responsibility to familiarise yourself with the most recent version of this Privacy Policy each time you access the Website.

##### **15.3 What types of personal information do we Process?**

- 15.3.1 The types of personal information that we may Process includes information necessary for our legitimate business interest and the categories of personal information identified in POPI. This may include (amongst other things):
  - 15.3.1.1 In the case of Patients: your name and identity number, e-mail and physical addresses, postal address, contact information, information relating to your race, gender, ethnic or social origin, age, medical conditions, prescription medication, views or preferences and the pages of the Website viewed by you;
  - 15.3.1.2 In the case of Healthcare Professionals: your name and identity number, e-mail and physical addresses, postal address, contact information, information relating to your race, gender, ethnic or social origin, age,

details relating to your medical practice, and your registration details at the Health Professions Council of South Africa, views or preferences and the pages of the Website viewed by you;

15.3.1.3 We will limit the types of personal information we Process to only that to which you consent and which is necessary for our legitimate business interests.

#### **15.4 When will we Process your personal information?**

15.4.1 Personal information may be Processed by us in several ways, including, when:

15.4.1.1 you register to make use of the Services on the Website;

15.4.1.2 you register to receive any notifications from us in respect of our Email Authentication Service and/or our Text Message Authentication Service;

15.4.1.3 You make use of the Services;

15.4.1.4 We carry out demographic research; and

15.4.1.5 you browse the Website.

15.4.2 You acknowledge that all personal information Processed by us may be stored by us and used for any of the purposes listed in clause 15.6 below.

15.5 How do we Use your personal information?

15.5.1 We may use your personal information:

15.5.1.1 to retain and make available to you medical information on the Website as part of the Services;

15.5.1.2 as a patient, to notify and authenticate your identity when you view and access your patient file;

15.5.1.3 as a health care professional, to check that you are duly registered with the Health Professions Council of South Africa ("HPCSA");

15.5.1.4 to verify your identity on the Website;

15.5.1.5 for security, administrative and legal purposes;

15.5.1.6 for customer relations; and

15.5.1.7 for helping us in any future dealings with you.

#### **15.6 Sharing of your personal information**

15.6.1 We will not to disclose any of your personal information to third parties, except when we have your permission to do so or where we are required to do so in terms of law.

15.6.2 You agree that your de-identified aggregate personal information may be shared under the following circumstances:

15.6.2.1 to our holding companies, subsidiary companies, agents, advisers, service providers and suppliers;

15.6.2.2 to monitor web traffic: web servers serving the Website automatically collect information about pages you visit. This information is used for internal review, to tailor information to individual visitors and for traffic audits. This information (as well as information from third-party market researchers), on an aggregated, anonymous basis, is provided to advertisers advertising on the Website. Should you provide personal information online as part of an online advertising promotion or in order to access a third party service, such information may be provided directly to the advertiser or the third party concerned;

15.6.2.3 promotions: many promotions offer opportunities to request additional information from sponsors or third parties. When you request more information about a particular promotion, your e-mail address may be shared with the sponsor of that promotion;

15.6.2.4 for statistics and advertisement purposes: we may perform statistical analyses in order to measure interest in the various areas of the Website (for product development purposes) and to inform advertisers as to how many consumers have seen or "clicked" on their advertising banners. We may also use aggregated demographic information to allow advertising banners on the Website to be targeted, in aggregate.

15.6.2.5 government and law enforcement agencies, where the law requires that we disclose your personal information to a party, and where we have reason to believe that a disclosure of personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Website Terms or may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other users, or anyone else that could be harmed by such activities.

#### **15.7 Your rights**

15.7.1 You have the right to request, that we correct, destroy or delete any of your personal information that we have Processed in accordance with these Terms. The personal information that you may request us to correct, destroy or delete is personal information that has been Processed in accordance with these Terms that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain.

15.7.2 You have the right to withdraw your consent for us to Process your personal information at any time. The withdrawal of your consent can only be made by you on the condition that the withdrawal of your consent does not affect the Processing of your personal information before the withdrawal of your consent; or that the withdrawal of your consent does not affect the Processing of your personal information if the Processing is in compliance with an obligation imposed by law on us; or that the withdrawal of your consent does not affect the Processing of your personal information where such Processing is necessary for the proper performance of a public law duty by a public body; or that the withdrawal of your consent does not affect the Processing of your personal information as required by law; or that the withdrawal of your consent does not affect the Processing of your personal information as required to finalise the performance of a contract in which you are a party; or that the withdrawal of your consent does not affect

- the Processing of your personal information as required to protect your legitimate interests or our own legitimate interests or the legitimate interests of a third party to whom the information is supplied.
- 15.7.3 You have the right to object to the Processing of your personal information at any time, on reasonable grounds relating to your particular situation, unless the processing is required by law. You can make the objection if the Processing of your personal information is not necessary for the proper performance of a public law duty by a public body; or if the Processing of your personal information is not necessary to pursue your legitimate interests; our legitimate interests or the legitimate interests of a third party the information is supplied to.
- 15.7.4 You have the right to object to the Processing of your personal information, at any time, if the Processing is for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications and you have not given your consent for that Processing.
- 15.7.5 You have the right to not have your personal information Processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to you.
- 15.7.6 You have the right not to be subjected, to a decision which is based solely on the basis of the automated processing of your personal information intended to provide a profile of you. Decisions that you may not be subjected to are decisions that result in legal consequences for you or affect you to a substantial degree without taking appropriate measures to protect your legitimate interests; without being for the execution of a contract that you have received performance for; or decisions made that are not in terms of law or of a code of conduct that specifies what appropriate measure must be taken to protect your legitimate interests.
- 15.7.7 You have the right to submit a complaint to the Information Regulator regarding an alleged interference with the protection of personal information Processed in accordance with these Terms. The Information Regulator's contact details will be published by the Government in due course in terms of POPI. When they are published POPI places a duty on us to inform you what those contact details are and we will do so.
- 15.7.8 You have the right to institute civil proceedings regarding an alleged interference with the protection of your personal information Processed in accordance with these Terms.

#### **15.8 Use of cookies**

- 15.8.1 Cookies are pieces of information a Website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for you by saving your preferences and, tracking your online habits, traffic patterns, and making sure you do not see the same advertisement too often. The use of cookies is an industry standard.
- 15.8.2 We may place a "cookie" on your browser to store and sometimes track information about you.
- 15.8.3 While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the Website will not function properly if you refuse cookies.

#### **15.9 Use of IP address**

- 15.9.1 An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log IP addresses, or the location of computers on the Internet.
- 15.9.2 We collect IP addresses for the purposes of system administration and to audit the use of the Website. We do not ordinarily link IP addresses to personal information, which means that your session may remain anonymous. However, we cannot guarantee that this will always be the case, as it may be necessary to identify a particular user when it is necessary to enforce compliance with the Website Terms or to protect our Website, its users or other interests.

#### **15.10 Links to other sites**

- 15.10.1 When you are using the Website, you could be directed to other sites that are beyond our control. These other web sites may send their own cookies to you, collect data or solicit personal information. We do not control the privacy policies of those third party web sites.

#### **15.11 Passwords and login information**

- 15.11.1 You may register your personal information with us via the Website.
- 15.11.2 If you register your personal information we will provide you with a user name and password.
- 15.11.3 You must not provide your username or password to anyone. You are solely responsible for keeping your username or password secret.
- 15.11.4 You are solely responsible for any Loss you may suffer should any other person use your username or password.

#### **16 Variation of these Terms**

- 16.1 Subject to the variations or amendments provided for in terms of paragraph 14, no other variation or amendment, in any form whatsoever, of these Terms will be enforceable or binding on us unless we have agreed to such variation or amendment in writing. For this purpose, "writing" shall be writing on paper signed in ink by our authorised representative and specifically excludes any writing that may be in electronic format.
- 16.2 We are entitled and reserve the right to vary or amend these Terms from time to time and in our sole discretion. Any amendments to these Terms will be displayed on the Website from time to time. Every time a submission

is made you will be required to check the Terms and Conditions and click "I Agree". If you continue to use the Services thereafter, the amended Terms will immediately be treated as being effective and binding upon you.

16.3 It is your responsibility to access and familiarise yourself with any amendments to the Terms on each occasion that you make use of the Website, the Website Content or the Services.

## **17 Miscellaneous matters**

### **17.1 Addresses:**

17.1.1 Our address for the service of any legal notice is

17.1.1.1 Physical address:

17.1.1.2 Email address: [info@sugarwaveai.co.za](mailto:info@sugarwaveai.co.za)

17.1.2 Notices given to the above addresses shall be deemed to have been duly given: (i) 14 days after posting, if posted by registered post to our postal address; (ii) on delivery, if delivered to our physical address; and (iii) on despatch, if sent to our then fax number.

### **17.2 Disputes, claims and legal proceedings**

17.2.1 Any dispute declared by you and any claim which you may have against us arising out of or in connection with these Terms or the use of the Services, including after termination, cancellation or amendment of these Terms and/or the Services will be referred to arbitration in accordance with the Arbitration Act 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.

17.2.2 If we declare a dispute with you, or wish to institute any claim or legal proceedings against you arising out of or in connection with these Terms or your use of the Website, the Website Content or the Services, we reserve the right to deal with the matter in a forum of our choice, which will include but will not be limited to, the courts of South Africa. This right will continue to apply after termination, cancellation or amendment of these Terms.

17.2.3 Notwithstanding anything to the contrary contained in these Terms, neither you nor we will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

### **17.3 Costs**

Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by us arising out of your use of the Website, the Website Content and/or the Services, or a breach of these Terms, will be borne by you.

### **17.4 Assignment**

You shall not cede, assign or transfer any of your rights and obligations in these Terms without our prior written consent. We are entitled to cede, assign or transfer any of our rights and obligations in these Terms without your prior written consent and without notice to you.

### **17.5 Interpretation**

17.5.1 Copies of POPI and the ECT Act can be viewed and downloaded at [www.popia.co.za](http://www.popia.co.za) and [www.gov.za](http://www.gov.za), respectively. It is your responsibility to ensure that the copies downloaded or viewed are the most recent versions of POPI and the ECT Act.

17.5.2 In the event that any part of these Terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

17.5.3 No relaxation or indulgence which we may grant to you will be deemed to be a waiver of any of our rights in these Terms or in law.

17.5.4 The termination of any agreement created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

**Effective Date 05/05/2025**

**Updated 05/05/2025**