

# Benefit check terms & conditions

## 1. Definitions

1.1. In these general terms & conditions ("**terms**"):

- 1.1.1 "**We**", "**our**", "**us**" and "**healthbridge**" means **tradebridge** (Proprietary) Limited, registration number, 1996/008411/07, registered in South Africa and conducting business from Pin Oak House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2021;
- 1.1.2 "**you**" and "**your**" means a medical service provider that makes use of the Service;
- 1.1.3 "**use**" means to use, access, refer to, view or make use of the Service;
- 1.1.4 "**Service**" means:
  - 1.1.4.1 the benefit check service made available by us via the Website and Application by means of which you are able to validate patient information and confirm benefit availability
- 1.1.5 "**Website**" means the website which is accessible at the URL: [www.benefitcheck.co.za](http://www.benefitcheck.co.za) and [www.benefitchecker.co.za](http://www.benefitchecker.co.za)
- 1.1.6 "**Application**" means an e-commerce software application program interface owned by us, including any evolution, update, upgrade, enhancement, adaptation, improvement, customisation or derivation of it which we may effect from time to time;
- 1.1.7 "**Software**" means the software that has been developed by us in relation to the Service, including but not limited to, any applications and modules comprising the software and any other software which we may introduce from time to time;
- 1.1.8 "**Business Day**" means any day other than a Saturday, Sunday or official gazetted national public holiday in the Republic of South Africa;
- 1.1.9 "**Privacy Policy**" means the privacy policy adopted by us. To view our Privacy Policy which forms part of these terms, [click here](#) and
- 1.1.10 "**Loss**" means any loss, including loss of profit, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential.

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 Electronic Communications and Transactions Act 25 of 2002 ("**the ECT Act**") will bear the same meaning given to them in the ECT Act.

1.3 The terms and any additional document we incorporate by reference shall apply to you when you use the Service.

## 2. What do these terms regulate?

Subject to paragraph 3.1, these terms regulate the terms & conditions upon which you may:

- 2.1 use the Service; including
- 2.2 the use of the information, content or products available on the Website and Application (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 Service.

## 3. Your agreement to comply with these terms

3.1 You agree that:

- 3.1.1 checking "I accept" signifies your agreement to comply with all of the terms & conditions of these terms;
- 3.1.2 **healthbridge** may, at any time, amend or introduce additional terms & conditions relating to the Service. You will be notified of such amendments and additional terms & conditions in the manner provided for in paragraph 13.2 of these terms;
- 3.1.3 **healthbridge** may, in our sole discretion, at any time and for any reason, suspend or terminate the Service, the operation of the Service or the right to use the Service

- 3.2 If you do not agree to these terms you cannot not make use of the Service
- 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 **0860 200 222** or send us an email to [csc@healthbridge.co.za](mailto:csc@healthbridge.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 Service. In this regard, you must, at all times, provide your own hardware, software as well as a modem and internet connectivity and telecommunications infrastructure.

***This paragraph constitutes an assumption of risk, liability, or both by you and places various legal responsibilities on you to ensure that you obtain and maintain all the equipment and other services necessary in order for you to make use of the Service. This paragraph also limits your rights and remedies against us if you are unable to use the Service, because you have not obtained or maintained all the equipment and other services required.***

- 3.5 You agree that we are allowed to grant the same, similar, additional or different right to any other person or entity.

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

- 4.1 The Service 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 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. **healthbridge** 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.

***This paragraph constitutes an assumption of risk, liability, or both by you and places the responsibility on you to ensure that you acquaint yourself with the terms of use of the Other Websites or the products or services of such third parties. This paragraph also excludes your rights and remedies against us if you suffer any Loss as a result of your use of the Other Websites or the products or services of such third parties.***

- 4.3 You shall not make (and may not permit any third party to make) any reference to us, the Service, 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 Service**

- 5.1 You shall not use the Service to obtain or distribute:
- 5.1.1 copyrighted material or material protected by law without our prior written consent; or
  - 5.1.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.
- 5.2 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Service.
- 5.3 You are strictly prohibited from using the Service for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.
- 5.4 Use of the Service strictly prohibits any use of data mining, robots, or similar data gathering and extraction tools.
- 5.5 You shall not intercept any information transmitted to or from us or the Service which is not intended by us to be received by you.
- 5.6 Subject to the further provisions of these terms, the Service may only be used by you for lawful purposes and shall not extend to the use of the source code.
- 5.7 You are not allowed to: (i) frame, link to, modify, distribute, commercialise, exploit and/or alter the Service; (ii)

incorporate any part of the Service in any other work or publication; and/or (iii) perform any other act which may not be considered fair use.

5.8 Any restrictions on the use of the Service shall also apply to any part of the Service which may be cached when using the Service.

5.9 In addition, you shall not and shall not allow a third party to:

5.9.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the Service or any files contained in or generated by the Service by any means whatever;

5.9.2 remove any product identification, copyright or other notices, from the Service;

5.9.3 lend to a third party or use any portion of the Service on or with any machine or system other than your practice's hardware; or

## 6. Registration for the Services

6.1 If you:

6.1.1 have an active **healthbridge** contract and an active [www.mypractice.co.za](http://www.mypractice.co.za) username and password you will automatically be registered for the Service;

6.1.2 have an active **healthbridge** contract and don't have an active [www.mypractice.co.za](http://www.mypractice.co.za) username and password you will first be required to complete the **healthbridge** registration form which we will provide to you;

6.1.3 don't have an active **healthbridge** contract you will first be required to complete the **healthbridge** registration form which we will provide to you and undergo a verification process.

6.2 To use the Service, you will be required to agree to these terms, and if you:

6.2.2 have an active **healthbridge** contract and an active [www.mypractice.co.za](http://www.mypractice.co.za) username and password log in using your **mypractice** username and password;

6.2.3 have an active **healthbridge** contract and don't have an active [www.mypractice.co.za](http://www.mypractice.co.za) username and password or don't have an active **healthbridge** contract, log in using the username and password which will be emailed or SMSed to you. On first login, you will be required to change such username and password for you to access the Service.

6.3 Your appointment of **healthbridge** to render the Service commences on and is with effect from the date on which you accept the terms for the Services ("**the Effective Date**") and endures indefinitely until (i) terminated by yourself or us giving the other 30 days notice thereof.

6.4 In the event that your contact details, banking details, partnership or make-up of your practice, or any of the other details required by us to render the Service change, you must notify us.

## 7. The Service

7.1 We will provide you with applications developed by us, from time to time, in relation to the Service (collectively, "**the healthbridge Applications**"). With effect from the Effective Date and for the duration of your use of the Service, **healthbridge** grants you and your practice, a non-exclusive, non-transferable license to use the Service and all documentation provided in relation thereto.

7.2 On registration for the Service, you will be contacted in order for us to arrange, free of charge, the installation of any application developed by us, either at your premises or remotely, as applicable.

7.3 Once the installation of the applications are complete, you shall, via the Website and Application, be able to:

7.3.1 validate patient information and confirm benefit availability

7.4 Provide us with full permission to perform benefit checks on your practices behalf, for your patients by whatever means **healthbridge** elects, which may change from time to time.

7.5 The benefit check response provided by the Service is not an offer or guarantee of medical aid schemes coverage, and does not form a contract or part of a contract. A medical aid scheme's coverage policies may

be updated or changed at any time.

- 7.6 You acknowledge and agree that you will be disclosing to us personal and confidential information of your patients for the purposes of our undertaking the Service. You hereby undertake to obtain the prior written consent of each patient expressly authorising you to disclose to **healthbridge** and the medical aid schemes such patient's personal and confidential information. You indemnify us in full against any Loss we may suffer as a result of your disclosure to us of any patient's personal and confidential information without the patient's consent or any incorrect information pertaining to any patient's personal and confidential information.

***This paragraph (i) constitutes an assumption of risk, liability, or both by you and places the legal responsibility on you to obtain your patients' consent to your disclosure of their personal and confidential information to us and to the relevant medical aid schemes and (ii) imposes an obligation on you to indemnify us (for any claims brought against us by you or other third parties) for Loss caused as a result of your disclosure to us of the patient's personal and confidential information or any incorrect information pertaining to any patient's personal and confidential information.***

- 7.6 Should you experience any difficulties in accessing or using the Service, you may contact our **Client Service Centre** on **0860 200 222**, during business day working hours

## 8. Service fees

- 8.1 The service fees charged to you for the Service are set out in the pricing schedule. You may contact our **Client Service Centre** on **0860 200 222** for the pricing schedule. **healthbridge** has the right to revise the service fees from time to time.
- 8.2 All service fees payable by you are exclusive of tariffs, duties or taxes (including VAT) imposed or levied by any organ of state or any government agency. Should any such tariff, duty or tax be imposed on **healthbridge** after the Effective Date, pay such additional amount.
- 8.3 You are required to pay the service fees to **healthbridge**, monthly in arrears, by no later than the 25th of each calendar month or the first working day thereafter. Such payment shall be effected through an automatic debit order against your bank account, nominated by you for such purpose on registering for the Services ("**the Nominated Bank Account**").
- 8.4 By your acceptance of these terms, you authorise **healthbridge** to access and draw against your Nominated Bank Account, in payment for all amounts owing by you to **healthbridge**, monthly in arrears, with effect from the Effective Date and continuing for the period that you use the Service. You agree that all such withdrawals shall be treated as if they had been signed by your authorised signatories. You acknowledge that you are solely responsible for all charges payable in respect of your Nominated Bank Account and relating to these withdrawals. You further agree that you shall, at all times, ensure that you maintain sufficient funds in your Nominated Bank Account to make payments of the service fees to **healthbridge**.

***This paragraph constitutes an assumption of risk, liability, or both by you and will result in additional amounts being deducted from your Nominated Bank Account if we increase the prices applicable to the Service or if any tariff, duty or tax is imposed on healthbridge, which you are responsible to pay.***

## 9. Exclusion of liability for use of the Service

- 9.1 In this paragraph 9, references to "**healthbridge**", "**we**" or "**us**" includes **healthbridge**, any of its divisions, its employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, advisers, service providers, suppliers and content providers.
- 9.2 To the maximum extent permitted in law, your use of the Service is entirely at your own risk.
- 9.3 **healthbridge** will not liable should the information returned by the Service be incorrect
- 9.4 To the maximum extent permitted in law, we shall not have any liability whatsoever in relation to the Service. You hereby indemnify us against any Loss arising from your use of or reliance on the Service 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.
- 9.5 In addition, you agree that, to the maximum extent allowed by law, we will not be liable for any unavailability,

interruption, downtime, malfunction, or failure of the Service for any reason whatsoever. We will use our reasonable endeavours to reduce the period of the unavailability, interruption, downtime, malfunction or failure and will endeavour to notify you of this in advance. We will not be required to notify you in advance when the unavailability, interruption, downtime, malfunction or failure is a result of, or in response to, an emergency.

- 9.6 To the maximum extent permitted in law, in no event will our total cumulative liability to you exceed the total amount paid by you in respect of the Service over the immediately preceding 12 month period.
- 9.6 This paragraph 9 does not limit or exempt **healthbridge** from liability for any loss directly or indirectly attributable to the gross negligence of **healthbridge** or any person acting for or controlled by **healthbridge**, to the extent that the law does not allow this. This paragraph 9 also does not require you to assume risk or liability for this kind of loss, to the extent that the law does not allow this.

***This paragraph 9 constitutes an assumption of risk and/or liability by you and limits and excludes liabilities, obligations and legal responsibilities which healthbridge will have towards you and other persons. This paragraph 9 also limits and excludes your rights and remedies against healthbridge and places various risks, liabilities, obligations and legal responsibilities on you.***

## **10. Exclusion of warranties and representations**

- 10.1 The Service is provided "as is" and is subject to change without notice.
- 10.2 We do not accept any responsibility for any errors or omissions on the Service, unless such errors or omissions causes Loss directly or indirectly attributable to the gross negligence of **healthbridge** or any person acting for or controlled by **healthbridge**.
- 10.3 Subject to the provisions of the ECT Act, the Service is 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 or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the content
- 10.4 While we take reasonable steps to ensure that the 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, we make no warranty or representation, whether express or implied, in this regard and you accept all risks in this respect, unless any Loss is sustained which is directly or indirectly attributable to the gross negligence of **healthbridge** or any person acting for or controlled by **healthbridge**.

***This paragraph constitutes an assumption of risk and/or liability by you. This paragraph places the risk of any damage to your computer system, computer network, hardware or software on you, and limits and excludes your rights and remedies against healthbridge in the event that you suffer any such damage due to a virus, destructive material or other data or code in the content***

- 10.5 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.
- 10.6 You acknowledge that the information on the Website and Application is not intended to, and does not, constitute advice or a recommendation of any nature whatsoever, including (without limitation) in respect of any institution, investment, service or product.

## **11. Intellectual Property Rights**

- 11.1 The Service is protected by law. This incorporates all intellectual property rights in respect of the Service, including all rights, title and interest (statutory and common law) in copyright, designs, trade marks and inventions. Any unauthorised use of Service and all intellectual property rights related thereto, is prohibited.
- 11.2 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 in relation to the Service, remain the absolute property of **healthbridge**. The Service may not be sub-licensed, transferred or assigned without the prior written consent of **healthbridge** and you shall not and shall not permit access to the Service and any documentation relating thereto by any third party without the prior written consent of **healthbridge**.

11.3 You will not acquire any right, title or interest, including any intellectual property rights, in the Service other than those rights expressly granted to you in these terms.

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

## **12. Variation of certain deeming provisions in the ECT Act**

By using the Service, 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:

12.1 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;

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

12.3 Your acceptance of these terms as well as your use of the Service is sufficient evidence of your agreement to these terms;

12.4 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;

12.5 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;

12.6 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.

## **13. Variation of these terms**

13.1 Subject to the variations or amendments provided for in terms of paragraph 13.2, 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.

13.2 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 and Application from time to time. On the first occasion on which you use the Service after we amend the terms, you will be notified that amendments to the terms have been effected and you will be given the opportunity to read such amended terms. If you continue to use the Service, the amended terms will immediately be treated as being effective and binding upon you.

13.3 It is your responsibility to access and familiarise yourself with any amendments to the terms on each occasion that you make use of the Service

## **14. Miscellaneous matters**

### **14.1 Addresses**

14.1.1 Our address for the service of any legal notice is Pin Oak House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2021 (with current fax number at 086 638 5978).

14.1.2 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.

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

14.2.1 To the maximum extent permitted in law, any dispute declared by either of us and any claim which either of us may have against the other arising out of or in connection with these terms or the use of the

Service, including after termination, cancellation or amendment of these terms and/or the Service 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.

14.2.2 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.

### **14.3 Costs**

Any costs, including value-added tax, incurred by us arising out of your use of Service, or a breach of these terms by you, will be borne by you.

### **14.4 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.

### **14.5 Interpretation**

14.5.1 A copy of the ECT Act can be viewed and downloaded at <http://www.polity.org.za/pdf/ElectronicCommunications.pdf>. It is your responsibility to ensure that the copy downloaded is the most recent version of the ECT Act.

14.5.2 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.

14.5.3 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.

14.5.4 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.