



## LEGAL DISCLAIMER

**Please read our Terms and Conditions carefully before using this site.**

### **TERMS AND CONDITIONS OF ACCESS TO AND USE OF THE WEBSITE**

**(Last updated: 26 July 2011)**

#### **1 ACCESS TO AND USE OF THE WEBSITE**

- 1.1 These terms and conditions of access to and use of the CareWorks website (the "Website"), as amended from time to time, constitute a binding agreement between you (the "user" or "you") and CareWorks ("we", "our" or "us").
- 1.2 Each time you access and use the Website, these terms and conditions will govern our respective rights and obligations. You will furthermore be deemed to have read and accepted these terms and conditions each time you access and use the Website.
- 1.3 In the event that you do not agree with any of the provisions of this agreement and do not wish to be bound by these terms and conditions, your access to and use of the Website should be terminated immediately.

#### **2 NATURE AND PURPOSE OF WEBSITE CONTENT**

- 2.1 This website is made available for public viewing on the basis that CareWorks excludes to the extent lawfully permitted all liability whatsoever for any loss or damage howsoever arising out of the use of this web site or reliance upon the content of this web site.
- 2.2 The content on the Website is provided for information and educational purposes only and is not intended to replace or substitute professional medical advice. In the event that you require medical advice and/or treatment, you should contact your medical practitioner or other qualified healthcare professional to assist you in suitably diagnosing any ailments or diseases and to prescribe the relevant medication and/or treatment.
- 2.3 No use of, or reliance on, any materials included in this site shall be deemed to give rise to a physician-patient relationship. No material included in this site shall be deemed to present the only or necessarily the best method or procedure with respect to a matter discussed on this service; rather, any such material shall be acknowledged as only the approach or opinion of the discussant. The user assumes all risks of using the materials included in this site.
- 2.4 While we have taken care to ensure that the Website content is accurate, the Website and the services accessible on or via the Website are provided "as is" without any warranty, whether express or implied and your use of and reliance on the information on the Website is entirely at your own risk.

### **3 THIRD PARTY LINKS AND ADVERTISING**

- 3.1 The Website may contain links to other websites belonging to or operated by third parties ("third party websites") and advertisements, with illustrations and/or text.
- 3.2 By making the hyperlinks and advertisements available we do not endorse such third party websites, their content, products or services they offer or the owners of such third party websites or the products or services being advertised or promoted, nor do we give any warranty in regard to the content, accuracy, suitability or fitness for purpose of any material, information or data contained in or linked to any advertisement on the Website.
- 3.3 Since we have no control over the content or security of third party websites, we will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third party websites or the products and/or services advertised. You agree that where you access any third party website or make use of products and/or services advertised on the Website, you do so entirely at your own risk.

### **4 SECURITY**

- 4.1 We will take all reasonable steps to secure the Website content and the information provided by and collected from you, from unauthorised access and/or disclosure. We however, do not make any warranties or representations that the Website content will be safe, secure and error-free.
- 4.2 We are under no legal duty to encrypt any content or communications from and to the Website nor are we under any legal duty to provide digital authentication of any page of the Website.
- 4.3 You may not deliver, or attempt to deliver, whether on purpose or negligently, any damaging code (such as computer viruses) to the Website, our server and/or any computer network that supports the Website. In the event that you do deliver, whether on purpose or negligently, any such damaging code, you hereby indemnify and hold us harmless against any and all liability for any damages and or losses sustained by us and any other third party as a result of such damaging code.
- 4.4 Should you commit any of the offences detailed in sections 85 to 88 of the Electronic Communications and Transaction Act 25 of 2002 (the "ECT Act"), you will, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by us an/or any of our partners and/or affiliates. A copy of the ECT Act can be found at the following website: <http://www.info.gov.za/view/DownloadFileAction?id=67890>.

### **5 PRIVACY**

- 5.1 Your privacy is important to us and we are committed to ensuring the privacy and integrity of information submitted by you when you access the Website, contact us electronically or register for any services offered by us or a third party.

5.2 Any information that is of a personal nature and is provided by you to us will be treated confidentially. We will not sell, rent or otherwise provide your personal information to any person without your express consent. We may however, disclose your personal information only where we are obliged in terms of any law, order of court, legal process or other lawful reason to disclose such information.

5.3 Notwithstanding the above, you agree that by your access to and use of the Website, we may send “cookies” from the Website to your computer. “Cookies” are information that is sent from the Website to your hard drive, where it is saved. In this way, the next time you use the Website, we will know who you are and that you have visited the Website before.

## 6 **DISCLAIMER**

6.1 We do not warrant or represent that the Website content, the services offered on the Website or access to the Website or any part thereof will be uninterrupted or error free, that defects will be corrected, or that the Website and/or the server that makes it available to you is free of viruses or destructive code. We furthermore do not make any warranty or representation, whether express or implied as to the reliability, accuracy, usefulness, adequacy, quality, currency, completeness, suitability, fitness for any purpose or otherwise of any of the information, advertisements, services, facilities, data or material displayed on or accessed by you from the Website.

6.2 We and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) shall not be liable for and you hereby indemnify us and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) arising out of your access to and use of the Website, the services or the information contained on the Website or your inability to use the Website or any services available via the Website.

6.3 Without derogating from the generality of the above, we will not be liable for:

6.3.1 any interruption, malfunction, downtime or other failure of the Website or any services, our system, databases or any of its components, for reasons beyond our control;

6.3.2 any loss or damage with regard to your personal information or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects; any loss or damage with regard to patient data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects or negligence on our part;

6.3.3 any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities; and/or

6.3.4 any event over which we have no direct control.

## **7 INTELLECTUAL PROPERTY**

- 7.1 The content on the Website (including all registered and unregistered trademarks) constitutes our intellectual property rights or intellectual property belonging to third parties which are licensed to, used and/or held by us. No part of these pages, either text or image may be used for any purpose other than personal use. Therefore, reproduction, modification, storage in a retrieval system or retransmission, in any form or by any means, electronic, mechanical or otherwise, for reasons other than personal use, is strictly prohibited without prior written permission.
- 7.2 This web site contains copyright and other intellectual property including logos and other graphics and multimedia works belonging to CareWorks or third parties. You may not copy, reproduce, display or use any intellectual property on the Website in any manner whatsoever without our prior written permission and nothing contained on the Website should be construed as granting any licence or right of use of any intellectual property.
- 7.3 You also may not establish a hyperlink, frame, meta-tag or similar reference, whether electronically or otherwise ("linking") to the Website without our prior written consent, which consent is at our sole discretion. You may apply to establish such a link by submitting your request to the Webmaster at [info@careworks.co.za](mailto:info@careworks.co.za). In the event that you have not heard from us within 5 (five) working days, please consider your request as having been rejected.

## **8 AVAILABILITY OF THE WEBSITE**

The Website may be unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system or networks.

## **9 ALTERNATIVE DISPUTE RESOLUTION**

Subject to urgent and/or interim relief, all disputes regarding access to the Website, the content and services available on the Website or these terms and conditions will be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa. The proceedings of such arbitration will be held in Cape Town in English. The arbitration ruling will be final and the unsuccessful party will pay the costs of the successful party on a scale as between attorney and own client. The rules of the Arbitration Foundation of South Africa may be downloaded from the following website: <http://www.arbitration.co.za>.

## **10 NOTICES**

- 10.1 You may deliver notice to us at any time in writing at the following address: CareWorks, Block B Regent Square, OB Doncaster Road, Kenilworth 7708.
- 10.2 We may deliver notice to you at any time in writing to any email address or physical address provided by you in your communication with us.

## **11 WHOLE AGREEMENT**

These terms and conditions constitute the whole of the agreement between us relating to the access to and use of the Website and neither you nor we will be bound by any undertaking, representation, warranty or the like not recorded in these terms and conditions.

## **12 WAIVER**

Failure or neglect by us at any time to fully enforce any of our rights or any of the provisions of this agreement will not be construed as a waiver of our rights.

## **13 AMENDMENTS AND CHANGES**

13.1 We reserve the right, in our sole discretion, to do any of the following, at any time and without any prior notice:

13.1.1 amend the terms and conditions of this agreement

13.1.2 change the content and/or services available from the Website

13.1.3 discontinue any aspect of the Website or service(s) available from the Website; and/or

13.1.4 change the software and hardware required to access and use the Website.

13.2 Any such amendments shall come into effect immediately and automatically.

13.3 You agree to review this agreement whenever you visit the Website for any such amendments and/or changes.

## **14 SEVERABILITY**

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be separable from the remaining terms, which shall continue to be valid and enforceable.

## **15 APPLICABLE LAW**

These terms and conditions will be governed and interpreted in accordance with the law of South Africa and you consent to the jurisdiction of the South African courts for any dispute which may arise out of or in connection with this agreement.