



MediCharge Head Office: Crossway Office Park 240 Lenchen Avenue, Centurion, 0157

Postal Address: P.O. Box 12020, Centurion, 0046

Tel: 086 183 7425 Fax: 086 677 8091

VERICLAIM APPLICATIONS END USER LICENSE AGREEMENT

PLEASE READ THIS END-USER LICENSE AGREEMENT CAREFULLY BEFORE USING THE APP.

End user license agreement between MediCharge (Pty) Ltd ("**MediCharge**") and the End User ("**licensee**"). This end user license agreement ("**EULA**") governs the use of any online application software ("**VeriClaim App**") that is provided by or is connected to the VeriClaim software website/s ("**VeriClaim**"), or accessing or using any of the content available in the **VeriClaim App**. Licensee agrees to be bound by the terms and conditions set forth in this EULA.

Where the licensee is a paid subscriber to the **Service**, licensee agrees to also be bound by the VeriClaim License Agreement between MediCharge (PTY) Ltd and the Licensee as posted on the VeriClaim website, as together they form a binding agreement between MediCharge and the licensee regarding the use of the **VeriClaim App** and **Service**.

Licensee understands that there is no tolerance for objectionable content. If licensee does not agree to the terms and conditions of this EULA, licensee is not entitled to use the **VeriClaim App** or **Services** and licensee may not download, install, or use the **VeriClaim App**.

GENERAL TERMS AND CONDITIONS OF USE

1. Definitions

1.1 In this user agreement, the terms below have the following meanings:

- 1.1.1. "**VeriClaim Apps**" means any application software that is provided by or is connected with VeriClaim 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. "**we**", "**us**", "**our**" and "**MediCharge**" means MediCharge (PTY) Ltd
- 1.1.3. "**website**" means the internet websites with the address www.vericclaim.co.za or any website with a URL that is validly registered to MediCharge.
- 1.1.4. "**you**", "**your**" and "**licensee**" means the user of the VeriClaim App and / or your legal guardian.
- 1.1.5. "**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, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;



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- information relating to the education or the medical, financial, criminal or employment history 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

2.1 Your access to, and use of, the VeriClaim App is subject always to the terms and conditions set out in this user agreement.

2.2 To avoid any confusion, you agree these terms and conditions applies to your use of:

2.2.1 any VeriClaim Apps;

2.2.2 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 VeriClaim App. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the VeriClaim App or for any usage of the VeriClaim App (such as data charges, SMS charges). MediCharge cannot be held responsible for these charges.

3. Your Acceptance and Consent

3.1 By using the VeriClaim App, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the VeriClaim App.

3.2 You agree that this user agreement applies to any information accessed via the VeriClaim App, and to all sections of the VeriClaim App.

4. Changes to this User Agreement

4.1 We may change the terms and conditions of this user agreement from time to time. We recommend that you familiarise yourself with this user agreement regularly.



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4.2 The current version of this user agreement will apply each time that you access and use the VeriClaim App.

5. Your account

- 5.1 If you use the VeriClaim App, 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.
- 5.2 MediCharge may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.
- 5.3 You agree that the following actions shall be material breaches of these terms and conditions:
 - 5.3.1 signing in as, or pretending to be, another person;
 - 5.3.2 transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others
 - 5.3.3 using the VeriClaim App with any products, systems, or applications for the purpose of clinical diagnosis (Dx) or Treatment (Tx);
 - 5.3.4 use the VeriClaim App to create a database of codes for medical doctors; either International Statistical Classification of Diseases and Related Health Problems (ICD) diagnostic codes, the Reference Price List (RPL) tariffs, including Payment Arrangement tariffs, National Pharmaceutical Product Index (NAPPI) codes or any other codes or tariffs;
 - 5.3.5 using the VeriClaim App to create a database of funders, medical schemes, plans, benefits, co-payments or limits.
- 5.4 You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 5.5 Please note that the user name you choose is permanent and can only be amended at MediCharge's discretion.
- 5.6 MediCharge 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. Electronic communication and records

- 6.1 When you visit the VeriClaim website 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



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levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.

- 6.2 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 MediCharge. This includes, but is not limited to mobile push notifications.
- 6.3 If you are a registered user of the VeriClaim App, you will receive communications from us via e-mail. If you do not want to receive e-mails from MediCharge, you may change the way you receive your communication by calling our support centre.
- 6.4 MediCharge 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.
- 6.5 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.

7. Copyright

- 7.1 All content made available on the VeriClaim App (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to MediCharge, 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 VeriClaim App is the exclusive property of MediCharge and is protected by South African and international copyright laws.
- 7.2 Except if permitted under this or another agreement with MediCharge no portion of the VeriClaim App may be copied or transmitted via any means available now or in the future.
- 7.3 Any unauthorised use, alteration or dissemination of the information or content on the VeriClaim App is prohibited.
- 7.4 You agree that if you breach the terms of this clause 7, MediCharge will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. MediCharge will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 7.5 Nothing on the VeriClaim App should be regarded as granting any licence or right to use any trademark without MediCharge's prior written permission and/or that of any third party.
- 7.6 MediCharge tries to ensure that the most sophisticated technology protects the information on the VeriClaim App. However, MediCharge 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 VeriClaim App. If



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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.

8. Disclaimer

- 8.1 The VeriClaim App and all information, content, tools and materials are provided by MediCharge on an “as is” and “and available” basis, unless we inform you in writing.
- 8.2 MediCharge does not guarantee the operation of the VeriClaim App or the information, content, tools or materials on the VeriClaim App. You agree that you use the VeriClaim App at your own risk.
- 8.3 MediCharge does not guarantee that (i) the VeriClaim App; (ii) the information, content, tools or materials included on the VeriClaim App; (iii) the MediCharge servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. MediCharge will not be liable for any damages of any kind arising from your use of the VeriClaim App or from any information, content, tools or materials included on or otherwise made available to you through the VeriClaim App, including for direct, incidental, punitive and/or consequential damages.
- 8.4 We are fully committed to providing you with the best possible service. However, we are not responsible for:
 - 8.4.1 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 MediCharge; or
 - 8.4.2 any inaccurate, incomplete or inadequate information obtained from the VeriClaim App supplied by you.
- 8.5 Neither will we be responsible for any direct or indirect loss or damages that may arise from:
 - 8.5.1 any of the events described in this paragraph or the paragraphs above;
 - 8.5.2 your actions or omissions that result in a breach of this user agreement;
 - 8.5.3 any links to other websites from the VeriClaim App. You also acknowledge that we cannot control the content of or the products offered on those websites;
 - 8.5.4 a denial of access to the VeriClaim App or VeriClaim software website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of VeriClaim or put MediCharge in disrepute; or
 - 8.5.5 your reliance on any of the information, content, tools or materials that you obtain from the VeriClaim App.



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9. Indemnity

- 9.1 While MediCharge makes every effort to ensure that the content and information on the VeriClaim App is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the VeriClaim App or whether they are complete accurate or appropriate.
- 9.2 You agree to fully indemnify MediCharge, its directors, and employees, and will not hold us responsible for any claim relating to your use of the VeriClaim App.
- 9.3 You agree that all information, including products and services or any terms or conditions relating to them, on the VeriClaim App may change. MediCharge will notify you of the important changes within a reasonable time.

10. Phishing and spoofing

- 10.1 If you receive an unsolicited e-mail that appears to be from MediCharge and that requests you to provide either personal information (such as your user name or password), or information relating to your practice, or that asks you to verify or confirm your MediCharge information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."
- 10.2 MediCharge 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. MediCharge cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

11. Linking to third party websites

- 11.1 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 MediCharge and MediCharge 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.
- 11.2 MediCharge is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by MediCharge of the linked website, their business or security practices, or any association with its operators.



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- 11.3 From time to time MediCharge may employ the services of third parties to assist with the hosting and management of certain services and aspects of the VeriClaim App. 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.

12. Applicable law

- 12.1 By accessing and using the VeriClaim App, 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.

13. General Provisions

- 13.1 The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.
- 13.2 If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.
- 13.3 No failure or delay by MediCharge 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 user agreement.