

TERMS AND CONDITIONS FOR ACCESS AND USE OF THIS WEBSITE

LAST UPDATED: JULY 2022

Table of Contents

1. Definitions and interpretation.....	3
2. Access, use and license.....	3
3. Intellectual Property Rights and domain names	4
4. Severability	4
5. Waivering of rights	5
6. Hyperlinks	5
7. Security	6
8. Disclaimer and limitation of liability.....	6
9. Removal and correction of content.....	8
10. Entire agreement	8
11. Applicable law	8
12. Jurisdiction	9
13. Legal Costs.....	9
14. Breach of Terms and Conditions.....	9
15. Update of the Terms and Conditions.....	9

The parties to this agreement are “the User” and the following “Companies” being:

1. DrS Alberts, Bouwer & Jordaan Incorporated (ABJ Inc.)

Registration number 1994/010256/21

2. Dr Brittain & Partners Incorporated (ACT Inc.)

Registration number 2007/000389/21

These companies will be addressed as a combined entity, hereafter referred to as “The Companies”.

1. Definitions and interpretation

- 1.1. **“ECT Act”** means the Electronic Communications and Transaction Act 25 of 2002, as amended and applicable here;
- 1.2. **“Frame”** means to organise the website into different frames, with each frame displaying a different HTML document, severing the link between the content and the URL;
- 1.3. **“User”** means any person who accesses and/or uses the website of the Companies.
- 1.4. **“The Companies”** refers to the registered companies of Dr Alberts, Bouwer and Jordaan Incorporated (Registration number 1994/010256/21) and Dr Brittain and Partners Incorporated (Registration number 2007/000389/21);
- 1.5. **“Website Content”** means textual, visual or aural content that is encountered as part of the user experience;
- 1.6. **“Website”** means a collection of web pages (documents that are accessed through the Internet).

2. Access, use and license

- 2.1. By accessing The Companies’ website, the User agrees to the terms and conditions herein contained and all applicable laws.

- 2.2. The Companies authorises the User to view and print the content of the website, provided that such content is only used for personal, educational and/or non-commercial purposes.
- 2.3. Content on the website may not be used for any commercial or non-private use without the prior written consent of The Companies.
- 2.4. Users may only access and use the website for lawful purposes.
- 2.5. No person may frame this website in any manner whatsoever without the prior written consent of The Companies.
- 2.6. Users are not allowed to copy, reproduce, re-use, retransmit, adapt, publish, frame, post, upload, modify, broadcast or distribute any website content in any way, besides for the purposes discussed in the prior points.

3. Intellectual Property Rights and domain names

- 3.1 All intellectual property on the website, including but not limited to trademarks, domain names, patents, text, graphics, software, icons, hyperlinks, software, and design elements are the property of The Companies and are protected from infringement by domestic and international legislation.
- 3.2 Nothing on the website should be construed as granting any licence or right to distribute content without the express written consent of The Companies.

4. Severability

If for any reason any of the provisions contained herein are found to be void or unenforceable, it will be severed to the extent that it is void or unenforceable and the remaining provisions will continue in full force and effect.

5. Waivering of rights

5.1 Although The Companies will make reasonable endeavours to ensure that the content on the website is reliable, inaccuracies may occur. It is therefore important that the User acknowledges that:

5.1.1 use of the website is at own risk;

5.1.2 the website is provided to the User “as is”.

5.2 The User is furthermore prohibited from:

5.2.1 placing information, personal or otherwise, on The Companies' website;

5.2.2 creating additional hyperlinks on The Companies' website;

5.2.3 defacing The Companies' website;

5.2.4 deleting, altering and/or amending content on The Companies' website.

6. Hyperlinks

6.1 The website may provide hyperlinks to other websites not controlled by The Companies. Such links do not imply the endorsement, agreement or support of the content of such other sites.

6.2 Downloading material from these sites may risk infringing intellectual property.

6.3 It is the User's responsibility to access the authenticity of any website which may be hyperlinked to the Companies' website.

6.4 The Companies are not responsible for ensuring that hyperlinks are operational.

7. Security

- 7.1 Although The Companies acknowledge that a 100% secure online environment is unattainable, The Companies are committed to taking reasonable security measures to safeguard the content of the website.
- 7.2 The User's privacy is important to the Companies and in the event of any information provided to The Companies, the information will be stored on a secure server.
- 7.3 The Companies do not share any personal information of the Users with any third party without their consent.
- 7.4 The Companies may disclose personal information only in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.
- 7.5 The Companies will collate the information which Users give to The Companies, to provide Users with services and personalise the use and visits of the website.
- 7.6 The Companies may also use such information to inform Users about changes in the services The Companies offer and/or about features that may be of interest to Users. By providing The Companies with this information, Users consent to The Companies' use of it for these purposes and for the purposes outlined in The Practice Privacy Policy, including to process User requests.
- 7.7 The Companies' Privacy Policy should be read for further information regarding The Companies' use of a User's personal information.

8. Disclaimer and limitation of liability

- 8.1. Information contained on The Companies' website is for information purposes only and not intended to constitute professional advice as circumstances will vary for every individual.
- 8.2. The Companies are not liable to Users for the information posted on The Companies' website.

- 8.3. The Companies are not liable for the actions of Users of The Companies' website.
- 8.4. By using The Companies' website, a User indemnifies, defends and holds harmless its lawful agents, employees and representatives from all damages, losses and expenses, including legal expenses arising from the following:
- 8.4.1 any claims for the infringement of intellectual property rights, libel, defamation to any material the User may send to the Companies' website;
- 8.4.2 the User's breach of any provisions of these terms and conditions of The Companies' website;
- 8.4.3 any claims, cost, loss, damage or expense, whether directly or indirectly, whether monetary or otherwise, which any person may suffer as a result of or in consequence of the use of or reliance of any information or material provided for on The Companies' website.
- 8.5 The Companies, its lawful agents, employees and representatives are further indemnified in respect of any cost, losses, damages or expenses which any person may suffer as a result of entering into any transaction with any third party, including The Companies, its lawful agents, employees and representatives as a result of or in consequence of the reliance of any information contained on The Companies' website or any related site.
- 8.6 In no event will The Companies, its lawful agents and representatives referred to in this website, be liable for any damages of whatsoever nature, whether for bodily, moral or material injury (including, without limiting, indirect, punitive, incidental and consequential damages, lost profits, expenses, costs, damage resulting from lost data or business interruption) resulting from the use or inability to use The Companies' website and the material contained therein whether based on warranty, contractual or extra-contractual liability, any other legal matters, and whether or not The Companies, its lawful agents, employees and representatives are advised of the possibility of such damages.

9. Removal and correction of content

Users should report any untrue, inaccurate, illegal and/or harmful content appearing on The Companies' website. The Companies undertake to correct and/or remove any such content as soon as it becomes aware thereof.

10. Entire agreement

- 10.1 The terms and conditions set out herein constitute the whole agreement between the User and The Companies and shall take precedence over any disclaimer and/or legal notices attached to any communications and/or postings received by The Companies from the User.
- 10.2 Any failure by The Companies to exercise or enforce any rights or provisions shall not constitute a waiver of such rights or provisions.
- 10.3 No amendment of these terms and conditions or any provision or term hereof or any other conditions contained on this website shall be binding unless made by and recorded in writing by The Companies.
- 10.4 To the extent permissible by law, The Companies shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

11. Applicable law

The Companies' website is hosted, controlled and operated from the Republic of South Africa, and therefore South African law governs the use of The Companies' website.

12. Jurisdiction

The High Court of South Africa (Witwatersrand Local Division) will have jurisdiction with regard to any legal proceedings that arise in terms of this agreement.

13. Legal Costs

The Companies' will not be liable for legal costs and expenses incurred by the User to obtain professional advice relating to these terms and conditions.

14. Breach of Terms and Conditions

Should the User breach any terms and conditions of this website, The Companies will be entitled, without prejudice to its rights in terms of the Terms and Conditions or at law, to claim damages from the User or to commence criminal proceedings.

15. Update of the Terms and Conditions

These Terms and Conditions were last updated in July 2022.

Dr Alberts, Bouwer & Jordaan Incorporated (ABJ Inc.)

Registration number 1994/010256/21

Wilgers Oncology Centre

Denneboom Road

Die Wilgers

Pretoria, South Africa.

(012) 807 2744

popia@abj.org.za

Dr Brittain & Partners Incorporated (ACT Inc.)

Registration number 2007/000389/21

Suite 34, Netcare Pretoria East Hospital

Cnr Garsfontein Road & Netcare Street

Moreleta Park

Pretoria, South Africa.

(012) 993 2555

popia@abj.org.za