

VIMBO HEALTH

Terms And Conditions: Website

Introduction

These terms and conditions apply between you, the User of the Website (“**the User**”) and Vimbo Health SA (PTY) Ltd , the owner and operator of this product. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you are not authorised to access and use the Service, and you must immediately stop doing so.

Interpretation

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by Vimbo Health SA (PTY) Ltd. and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Vimbo Health SA (PTY) Ltd. and accessing the Website in connection with the provision of such services.

Vimbo or the Website means the software owned by us (and our licensors) that is used to provide the Service.

Data means all data, content, and information (including personal information) owned, held, used or created by you or on your behalf that is stored using, or inputted into the software.

In terms of the Protection of Personal Information Act 4 of 2013 (“**POPIA**”), personal information means information relating to an identifiable, living, natural person, and where applicable, an identifiable, existing juristic person, and includes, for example, a person’s name, race, gender, age, sexual orientation, identification number, email address, physical or mental health, or biometric information.

Personal information is distinguishable from special personal information. In terms of POPIA, special personal information is information concerning (a) the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or (b) the criminal behaviour of a data subject to the extent that such information relates.

Changes

We may change these Terms at any time by notifying you of the change by email, or through the Website by requiring reconfirmation at the time of opening the Website before you resume usage. Updated Terms and Conditions will also be posted on our website for your viewing (www.vimbohealth.com). Unless stated otherwise, any change takes effect from the date set out in the notice.

These Terms were last updated on the **23rd of March 2022**.

Your Data

1.

1.1. By using this website you agree to these Terms and Conditions, you consent to your data, including personal information, being processed by Vimbo Health SA (PTY) Ltd when it is collected by means of this website. All personal information we collect will be processed in terms of POPIA. The types of data we collect and process are:

- a) Website forms data: This may includes your name, organisational affiliation, email address and any other optional and non-optional consents obtained from you during registrations; and
- c) Usage Data: data relating to your usage of the Website (for example, number of sessions, session time, and session duration).

- 1.2. The provision of this information is voluntary, and we will continue to assist you to the extent possible, but it may affect the services that we are able to provide. If insufficient information is provided to enable the provision of services, we may decline to provide services to you.

- 1.3. By using our Website, you agree that the information you provide when you register may be stored on servers located outside South Africa or shared with staff members of Vimbo Health located in other countries. Vimbo Health will ensure that the holders of that information are subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection similar to or higher than that in South Africa.

- 1.4. You have various rights under these terms and as laid out in POPIA, including the right:
 - 1.4.1. to be notified that your personal information is being collected or that your personal information has been accessed or acquired by an unauthorised person;
 - 1.4.2. to find out whether we hold your personal information and to request access to your personal information;
 - 1.4.3. to request us, where necessary, to correct, destroy or delete your personal information;
 - 1.4.4. to object, on reasonable grounds, to the processing of your personal information;
 - 1.4.5. to object to the processing of your personal information for purposes of direct marketing, including by way of unsolicited communications;
 - 1.4.6. not to be subject, in certain circumstances, to a decision which is based solely on the automated processing of your personal information;
 - 1.4.7. to submit a complaint to the Information Regulator at the following addresses if you believe that there has been interference with the protection

of your personal information or if you believe that an independent adjudicator who may be resolving your complaint against us has not decided the matter correctly:

JD House,
27 Stiemens Street
Braamfontein
Johannesburg 2001
Email: inforeg@justice.gov.za

- 1.5. The rights in 5.7 above. may be exercised at any time including after termination of your account with us. To avoid doubt, we are not required to comply with a request to correct your information to the extent that you have previously requested deletion of the Data.
- 1.6. By continuing to use our Website, and unless you choose to opt-out, you agree to receive periodic communications from us relating to the service we provide to you. You may amend your consent to receive email and SMS communications from Vimbo Health at any time by visiting the “Profile” section of the app. Please note that this consent does not include communications necessary to ensure the proper functioning of your account (for example, resolving a fault).

Cookies

2. A cookie is a small data text file that contains a personal identifier. A cookie is sent from our site to your browser and is then stored on your hard drive and saves user preferences and other information.
3. We use cookies on our website vimbohealth.com for the following reasons:
 - a) To improve your experience while you navigate through the website, including by speeding up your searches.

- b) To help us analyse usage of our site, ensure that our records are complete and accurate, and compile aggregate information about your access to and use of the site.
 - c) We also use third-party cookies that help us analyse and understand how you use this website. These cookies will be stored in your browser only with your consent. You also have the option to opt-out of these cookies but opting out of some of these cookies may affect your browsing experience.
4. We do not use cookies to track people's internet usage after leaving our sites and we do not sell or distribute cookie information without your consent.
 5. If you are concerned about your privacy and the use of cookie technology, you may set your web browser to notify you when you receive a cookie or adjust the cookie settings. You may also configure your browser to refuse the cookies our site attempts to send you (although this may result in you not being able to enjoy all the site features and functionality).
 6. If you need additional information or assistance, you can contact us at support@vimbohealth.com.

Intellectual property and acceptable use

7. All Content included on the Website, unless uploaded by Users, is the property of Vimbo Health SA (PTY) Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer or mobile device that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on Vimbo shall be construed as granting, by

implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Website without the owner's prior written permission

8. You may, for your own personal, non-commercial use only, retrieve, display, and view the Content on a mobile phone screen or computer screen
9. You must not otherwise reproduce, modify, copy, distribute, or use for commercial purposes any Content without the written permission of Vimbo Health SA (PTY) Ltd.
10. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality, and copyright of any such Content.
11. If you provide us with ideas, comments or suggestions relating to the Service or Underlying Systems (together feedback):
 - a) all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
 - b) we may use or disclose the feedback for any purpose.

Prohibited use

12. You may not use the Website for any of the following purposes:
 - a) in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - b) in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c) making, transmitting, or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

13. You must ensure that the details provided by you on registration or at any time are correct and complete.
14. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

Term, Termination, Suspension

15. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
16. Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use the Service if the other party or the customer organisation purchasing access on your behalf :
 - a) breaches any material provision of these Terms
 - b) becomes insolvent, liquidated, or bankrupt, has an administrator, receiver, liquidator, statutory manager, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.
- 19.1. Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
- 19.2. Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Service and/or delete, edit, or remove the relevant Data if we consider that you or any of your personnel have:
 - a) undermined, or attempted to undermine, the security or integrity of the Service or any Underlying Systems;

- b) used, or attempted to use, the Service:
 - i for improper purposes; or
 - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
- c) transmitted, inputted or stored any Data that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
- d) otherwise materially breached these Terms.

Security

- 17. Access to your Website account is controlled by username and password. We recommend that you reset your password after first entry into the Website by clicking on “Profile”. Furthermore, we recommend that you update your password periodically thereafter, and if you have any reason to believe or suspect that your password has been compromised.
- 18. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.
- 19. If any personal information in Vimbo’s possession is compromised or shared with unauthorised external parties, Vimbo will take the necessary steps to report this with the Information Regulator and notify its users as soon as reasonably possible in accordance with section 22 of POPIA.

Availability of the Website and disclaimers

- 20. Any online facilities, tools, services or information that Vimbo Health SA (PTY) Ltd makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. Vimbo Health SA (PTY) Ltd is under no obligation to update information on the Website.

21. Whilst Vimbo Health SA (PTY) Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own devices' security, that of the personal details under their control and of their computers.
22. We take reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. We provide no service level agreement and the Website is provided as-is.

Vimbo Health SA (PTY) Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

23. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
24. To the extent that the Website and Content are provided free of charge, we will not be liable to you for any loss or damage of any kind.
25. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
26. To the maximum extent permitted by law, Vimbo Health SA (PTY) Ltd accepts no liability for any of the following:
 - a) any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

- b) loss or corruption of any data, database, or software;
- c) any special, indirect, or consequential loss or damage.

27. We will use reasonable endeavours to correct any errors or omissions as soon as practicable upon notification of them. However, we do not guarantee that Vimbo will be free of faults and we do not accept liability for any errors or omissions. In the event of an error or fault, you should report it by email to: support@vimbohealth.com.

General

28. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
29. These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions. Exception to the clause occurs where access to the platform is granted following user agreement to Informed Consent and as part of a research study, wherein the terms of and rights accrued in the Informed Consent agreement will supersede the terms herein stated in these terms and conditions.
30. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
31. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

32. This Agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and the parties hereby submit to the jurisdiction of the South African Courts.

Vimbo Health SA (PTY) Ltd Details

33. Vimbo Health SA (PTY) Ltd is a company registered in South Africa with registered number 2020/827318/07, whose registered address is 20 Riverclub Mews, 7 Sycamore Avenue, Riverclub, Sandton, Johannesburg, 2191, and it operates this Website. You can contact Vimbo Health, including for requests regarding exercising your right to the protection of personal information, by email on support@vimbohealth.com.