

## **VIMBO HEALTH Terms And Conditions**

### **Introduction**

These terms and conditions apply between you, the User of this Mobile Application and Vimbo Health SA (PTY) Ltd (“Vimbo Health”), the owner and operator of this Mobile Application. 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 Mobile Application. 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.

Where access to the platform is granted for research participation, and where you consent to the research study, the terms of and rights of the research consent will supersede the terms and conditions in this document. Vimbo Health also commits to abiding with ethical research practices in line with the laws of the Republic of South Africa.

### **Interpretation**

In these terms and conditions, “User” or “Users” means any third party that accesses the Mobile Application 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 Mobile Application in connection with the provision of such services.

“Vimbo” or “the Mobile Application” 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 app by requiring reconfirmation at the time of opening the app before you resume usage. Updated Terms and Conditions will also be posted on our website for your viewing ([www.vimbohealth.com](http://www.vimbohealth.com)). If you have gained use of this app as part of a research study, the relevant Research Ethics Committee approving the research will also be made aware of any change to terms and conditions. Unless stated otherwise, any change takes effect from the date set out in the notice.

These Terms were last updated on the 12<sup>th</sup> May 2022.

## **Age Restriction**

1. You must be at least 18 years of age to use this Mobile Application. By using the Mobile Application, you represent and warrant that you are at least 18 years of age.

## **Vimbo is not a Crisis Service**

2. The Mobile Application is not a crisis support programme and is not able to offer one to one support or intervention for those at risk of hurting themselves or others. We urge you to contact a doctor or qualified mental health professional if in distress or experiencing alarming and/or irrational thoughts like self-harm, panic attacks, derangement etc. If you feel unwell at any time or for any reason, PLEASE TALK TO A MEDICAL DOCTOR, PSYCHOLOGIST, OR QUALIFIED MENTAL HEALTH PROFESSIONAL.

### **Voluntary Use & Benefit**

3. Use of this app is voluntary, and does not replace any medication, ongoing care, or treatment that you are receiving. No single intervention can work for everyone so Vimbo Health SA (PTY) Ltd cannot guarantee that everyone will benefit from using this service.
4. Where depression, anxiety and wellbeing measures are taken by way of in-app questionnaires, these are based on the standard PHQ-8, GAD-7, Work and Social Adjustment Scale, and Wellbeing measures. When you use any of the questionnaires in Vimbo, you agree to not take the results as a complete or reliable diagnosis of your mental health condition and you also agree to seek professional help (a clinical psychologist or medical doctor) in case you feel unwell.

### **Your Data**

5.
  - 5.1. By agreeing to these Terms and Conditions and using our app, you consent to your data, including personal information, being processed by Vimbo Health SA (PTY) Ltd. All personal information we collect will be processed in terms of POPIA.. The types of data we collect and process are:
    - a) Registration Information: This includes your name, email address, gender, age, employment status, and any other optional and non-optional consents obtained from you during registrations; and

- b) Health Data: the Vimbo App will enable you to enter psychological questionnaires; make entries to interactive tools such as problem solving tools (the 5 Areas Model); record Mood and Behaviour scores over time; or make written text journal entries;
  - c) Usage Data: data relating to your usage of the app (for example, number of sessions, session time, and session duration)
- 5.2. The provision of this information is voluntary. If insufficient information is provided to enable the provision of services, we may decline to provide services to you.
- 5.3. By using our app, you acknowledge and agree that:
- a) we may:
    - i) use Data and information about you to generate **anonymised** statistical and analytical data (Analytical Data); and
    - ii) use anonymised Analytical Data for research and product development purposes and to conduct statistical analysis and identify trends and insights including machine learning practices; and
    - iii) supply anonymised Analytical Data to third parties to conduct research activities;
- 5.4. By using our app, 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.
- 5.5. If a third party that is a customer organisation of Vimbo Health has purchased access to Vimbo Health on your behalf (examples of this may be, but are not limited to, your employer, healthcare provider, or insurance provider): by agreeing

to these terms and continuing to use our app you consent to the sharing, and further processing of your Data with such an organisation in an anonymous or non-identifiable form. Where sharing will be in an identifiable form, further explicit consent will be sought from you. Text-based entries by you into tools such as journaling or problem solving tools will never be shared in a manner that can identify you.

- 5.6. Where appropriate and only when requested by you, Data may be shared in an identifiable form with a healthcare professional or provider that is not a customer organisation of Vimbo Health and has not purchased access to Vimbo Health on your behalf.
- 5.7. You have various rights under these terms and as laid out in POPIA, including the right:
  - 5.7.1. to be notified that your personal information is being collected or that your personal information has been accessed or acquired by an unauthorised person;
  - 5.7.2. to find out whether we hold your personal information and to request access to your personal information;
  - 5.7.3. to request us, where necessary, to correct, destroy or delete your personal information;
  - 5.7.4. to object, on reasonable grounds, to the processing of your personal information;
  - 5.7.5. to object to the processing of your personal information for purposes of direct marketing, including by way of unsolicited communications;
  - 5.7.6. not to be subject, in certain circumstances, to a decision which is based solely on the automated processing of your personal information;
  - 5.7.7. 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: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)

- 5.8. 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.
- 5.9. By continuing to use our app, 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).

### **Intellectual property and acceptable use**

6. All Content included on the Mobile Application, 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 Mobile Application, including any such content uploaded by Users. By continuing to use the Mobile Application 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 Mobile Application without the owner's prior written permission

7. You may, for your own personal, non-commercial use only, retrieve, display and view the Content on a mobile phone screen or computer screen
8. 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.
9. You acknowledge that you are responsible for any Content you may submit via the Mobile Application, including the legality, reliability, appropriateness, originality and copyright of any such Content.
10. 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 subject to restrictions on the sharing of personal information in line with POPIA.

### **Prohibited use**

11. You may not use the Mobile Application for any of the following purposes:
  - a) in any way which causes, or may cause, damage to the Mobile Application or interferes with any other person's use or enjoyment of the Mobile Application;
  - 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**

- 12. You must ensure that the details provided by you on registration or at any time are correct and complete.
- 13. 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**

- 14. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

15.

15.1 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) is a juristic person and 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.

15.2 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.



15.3 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**

16. Access to your user account on this mobile application is controlled by SMS user authentication. We recommend that you also activate your on-device security features to further restrict unwanted access to your user account.

17. If we have reason to believe that there is or is likely to be any misuse of the Mobile Application or breach of security, we may require you to change your authentication phone number or suspend your account.

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 Mobile Application and disclaimers**

18. Any online facilities, tools, services or information that Vimbo Health SA (PTY) Ltd makes available through the Mobile Application (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 Mobile Application.
19. Whilst Vimbo Health SA (PTY) Ltd uses reasonable endeavours to ensure that the Mobile Application 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.
20. 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 Mobile Application is provided as-is.

Vimbo Health SA (PTY) Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Mobile Application 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 Mobile Application unless it is expressly stated otherwise.

### **Limitation of liability**

21.

21.1 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.

21.2 To the extent that the Mobile Application and Content are provided free of charge, we will not be liable to you for any loss or damage of any kind.

21.3 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

21.4 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.

21.5 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](mailto:support@vimbohealth.com).

## **General**

- 22. 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.
- 23. 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.

24. 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.
25. 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.
26. 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**

27. 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 Mobile Application. You can contact Vimbo Health, including for requests regarding exercising your right to the protection of personal information, by email on [support@vimbohealth.com](mailto:support@vimbohealth.com).