

GENERAL TERMS AND CONDITIONS FOR PATIENTS

This policy document sets out the general terms and conditions applicable to patients who access and/or use the Platform.

Please read these Terms carefully before using our Platform.

If you do not agree with any part of these Terms, you must immediately stop accessing and/or using the Platform. Your continued use of the Platform implies that you have accepted and agreed to be bound by these Terms.

Last modified on 30 September 2023.

1. DEFINITIONS

- 1.1. **“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for the election of directors or other managing authority;
- 1.2. **“Business Day”** means any day which is not a Saturday, Sunday or official public holiday in South Africa;
- 1.3. **“Confidential Information”** means (i) all records, files, analysis, documents, software, computer or electronic data disks or tapes, test data, printouts, processes, designs, file layout, technical bulletins, manuals, diagrams, formulas, research, inventions, patents and discoveries reasonably related to the Parties’ businesses or products and services of the Parties that have not been publicly released; (ii) technical, financial, business plan or patient information, including standard periodic financial statements and analyses, budgets, tax returns, benefit and compensation plans, patient list(s) and contact names, functional and technical specifications; and (iii) other valuable information disclosed by one of the Parties to the other and designated as confidential expressly or by the circumstances in which it is provided;
- 1.4. **“Device”** means any device that can access the Platform, such as a computer, cellphone, or digital tablet;
- 1.5. **“Feedback”** means feedback, innovations or suggestions sent by you or your Patients regarding the attributes, performance or features of the Platform;

- 1.6. **“Healthcare Providers”** refers to individuals or entities who license and use the OxIA Product which enables Patients to undergo screening for lifestyle diseases;
- 1.7. **“Intellectual Property Rights”** means any (i) copyright, patent, know-how, rights in domain names, and rights in trademarks, trade names, service marks and designs (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protections existing anywhere in the world;
- 1.8. **“OxIA”** means OxIA DM (Pty) Ltd, with registration number 2021/343339/07, a company duly registered in accordance with the company laws of South Africa, with its registered address being The Point Mall Suite 701A, 76 Regent Road, Sea Point, Western Cape, 8005, South Africa. Also referred to us either **“OxIA”**, **“we”**, **“us”** or **“our”**;
- 1.9. **“Parties”** collectively means OxIA and the Patient, and **“Party”** shall mean either one of them as the context requires;
- 1.10. **“Patients”** refers to individuals who approach Healthcare Providers to have screening done through the use of the OxIA Product;
- 1.11. **“Platform”** means the website at <https://www.oxia.org> and includes the Product, services and content provided on or through the Platform;
- 1.12. **“Policies”** refers to all OxIA policies relevant to Patients;
- 1.13. **“Product”** means the OxIA software (including upgrades, updates, and patches thereto), which is a cloud-based platform designed to help detect, diagnose, and treat lifestyle diseases quickly and efficiently and includes any services related thereto;
- 1.14. **“Terms”** means these general terms and conditions for Patients, governing your access to and use of the Platform;
- 1.15. **“you”, “your”** means Patient.

2. ABOUT OXIA

- 2.1. OxIA owns a cloud-based platform which is designed to help detect, diagnose, and treat lifestyle diseases quickly and efficiently. The Product enables Healthcare Providers to participate in a Patient’s treatment, which has the ability to improve the quality and effectiveness of a Patient’s treatment, and can enhance referral networks. OxIA licenses the Product to Healthcare Providers who make the Product accessible to Patients.

- 2.2. OxIA provides the Platform for information purposes and for Patients to complete certain forms such as the Patient Consent Form. The Platform is owned and operated by the OxIA.

3. ACKNOWLEDGMENT AND ACCEPTANCE

- 3.1. These Terms are the rules that govern your use of the Platform and forms the agreement between you and OxIA regarding your access to and use of the Platform; and
- 3.2. These Terms apply to all Patients, regardless as to whether the Platform is accessed *via* computer, mobile device, or other technology, manner, or means.
- 3.3. By accessing or using the Platform, you agree to be bound by these Terms. If you disagree with any aspect of these rules, you should cease your use of the Platform immediately.

4. LEGAL CAPACITY AND AUTHORITY TO BIND YOURSELF TO THESE TERMS AND ANY OTHER AGREEMENT AND/OR APPLICABLE POLICIES

You affirm that you are 18 years of age or the age of majority in the jurisdiction you are accessing the Platform from, and you are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms, and to abide by and comply therewith.

5. AMENDMENTS TO THESE TERMS

- 5.1. OxIA can change or update these Terms at any time. Your continued use of the Platform after the amended terms take effect, implies that you agree to the amendments. If you do not agree to the amendments you should immediately stop using the Platform.
- 5.2. The updated version of the Terms supersedes any prior version/s immediately upon being posted, and the prior version/s shall have no continuing legal effect. It is your responsibility to periodically and regularly review the Platform to ensure that you always remain compliant with the latest version of the Terms.

6. COMMUNICATION

- 6.1. By using the Platform you expressly and specifically consent to receiving electronic communications from OxIA, including emails, telephone calls, and posting communications on the Platform.

- 6.2. You acknowledge and agree that all electronic communications, including but not limited to, notices, agreements and disclosures provided to you by OxIA will satisfy any legal communication requirement, including that such communication be in writing.
- 6.3. You agree to maintain copies of electronic communications.
- 6.4. You also expressly and specifically consent to receiving certain other electronic communications from OxIA, such as newsletters regarding the Platform, special offers, promotions and customer surveys (“**marketing communication**”).
- 6.5. Should you wish to withdraw your consent to receiving marketing communication from OxIA, you are required to email legal@oxia.org notifying OxIA of your withdrawal of consent.

7. OXIA’S INTELLECTUAL PROPERTY

- 7.1. OxIA Intellectual Property (including the Platform and its original content) belongs to OxIA as well as the features and functionalities of the OxIA Product. OxIA’s Intellectual Property Rights are suitable to be protected by copyright, trademark, and other South African and international laws. You are not entitled to use OxIA’s Intellectual Property without OxIA’s prior written consent.
- 7.2. You agree not to otherwise reproduce, adapt, duplicate, copy, sell, distribute, rent, resell, publicly display, publicly perform, link to or exploit the Platform. Such conduct would constitute copyright infringement.
- 7.3. You hereby agree that OxIA owns all right, title and interest, in and to the Feedback you provide to OxIA and/or the Healthcare Provider in respect of the Platform and/or Product and other services relating to OxIA.

8. LINKS TO OTHER WEBSITES

- 8.1. If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. OxIA has no control over, and assumes no responsibility for, the contents, privacy policies, or practices of such other sites or resources, and accepts no liability for them or for any loss or damage that may arise from your use thereof. Inclusion of, linking to, or permitting the use or installation of any third party site, applications, software, content, or advertising does not imply approval or endorsement thereof by OxIA. If you decide to access any of the third party sites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such sites. Further, you agree to release and indemnify

OxIA from any and all liability arising from your use of any third party website, content, service, or software accessed through the Platform.

- 8.2. Your communications, dealings with or participation in promotions of sponsors, advertisers, or other third parties located through the Platform, are solely between you and such third parties. You agree that OxIA will not be responsible or liable for any loss or damage of any sort incurred as a result of any dealings which such sponsors, third parties or advertisers, or as the result of their presence on the Platform.

9. MOBILE SERVICES

- 9.1. The Platform includes certain services that are available *via* a mobile device, including:

- 9.1.1. the ability to browse the Platform from a mobile device, and;

- 9.1.2. the ability to access certain features of the Platform through applications downloaded and installed on a mobile device (collectively, the “Mobile Services”).

- 9.2. To the extent that you access the Platform through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply and you acknowledge you are solely responsible for all such fees and charges. In addition, you acknowledge that your carrier may restrict downloading, installing, or using certain Mobile Services, and not all Mobile Services may work with all carriers or devices.

10. SCREENING COSTS

Your Healthcare Practitioner may charge you a fee for undergoing screening. Agreements regarding payments shall be between you and your Healthcare Provider and OxIA shall not be a party to same.

11. CONFIDENTIALITY

- 11.1. Confidential Information shall at all times and until otherwise agreed by the Parties remain the sole property of the Party disclosing it (the “**Disclosing Party**”) and the Party receiving it (a “**Receiving Party**”) shall take appropriate security measures and keep the Confidential Information in such a way as to prevent its unauthorised disclosure.
- 11.2. The Receiving Party agrees to keep all Confidential Information strictly confidential and to use it only for purposes of fulfilling the obligations of this agreement.

- 11.3. The Receiving Party shall not disclose, distribute, or permit access to Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law or as necessary for the performance of these Terms.
- 11.4. Receiving Party shall take reasonable measures to protect the confidentiality of the Confidential Information, using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- 11.5. Receiving Party shall restrict access to the Confidential Information to its Affiliates, directors, shareholders, employees, contractors, or agents who have a need to know for the purposes of this agreement between the Parties. The Receiving Party shall ensure that such employees, contractors, or agents are bound by enforceable obligations of confidentiality.
- 11.6. Confidential Information does not include information that:
 - 11.6.1. becomes publicly known other than through any act or omission of the Receiving Party;
 - 11.6.2. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;
 - 11.6.3. is independently developed by the Receiving Party, which independent development can be shown by written evidence; or
 - 11.6.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.7. This clause shall survive termination of the relationship between the Parties.
- 11.8. Notwithstanding anything stated in this clause 11, please refer to the Privacy Policy for information on the data collection, use and disclosure of your personal information, which takes preference over this confidentiality clause.

12. PRIVACY POLICY

Your use of the Platform is subject to the OxIA Privacy Policy, which is hereby incorporated by reference into these Terms. By using the Platform, you agree that you have read, understood and unequivocally agree to the data collection, use, and disclosure provisions set forth in the Privacy Policy.

13. INDEMNITY

- 13.1. You agree to indemnify and hold harmless OxIA, its Platform operator, its Affiliates, licensors, service providers, officers, directors, employees, agents, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, obligations, losses, costs or debt, and expenses, including, without limitation, legal and accounting fees, arising out of or in any manner connected to:
- 13.1.1.** your access, use, or misuse of the Platform;
 - 13.1.2.** your violation of any third party right, including without limitation, intellectual property or privacy right;
 - 13.1.3.** any claim that your conduct caused damage or harm to a third party, or;
 - 13.1.4.** your violation of the Terms, Patient Consent Form, Privacy Policy, and other Policies as required by OxIA from time to time which are applicable to Patients.
- 13.2. OxIA is not affiliated with any mobile carrier, radio station or other third party service provider, and any dispute you have with any such third party service provider or any other third party, including, without limitation, your Healthcare Provider, is directly between you and such third party, and you irrevocably release OxIA (and our officers, directors, agents, subsidiaries, joint ventures, employees, successors, and assigns) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
- 13.3. This indemnification will survive your relationship with OxIA and your use of the Platform.

14. DISCLAIMERS

- 14.1. You use the Platform at your sole risk. OxIA provides the Platform “as is” and “as available”. To the fullest extent permitted by law, OxIA disclaims all warranties of any kind related to the Platform obtained through the Platform, whether express or implied, including but not limited to, the implied warranties and merchantability, fitness for a particular purpose and non-infringement. You shall be solely responsible for any damage to your computer system or loss of data that results from your use of the Platform. OxIA makes no warranty or representation about the accuracy or completeness of the Platform, its content or the content of any sites linked to the Platform or that the Platform and products or services provided via the Platform will meet your requirements and assumes no liability or responsibility for any:

- 14.1.1.** errors, mistakes, or inaccuracies of content;
 - 14.1.2.** personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform;
 - 14.1.3.** any unauthorised access to or use of OxIA Platform and/or any and all personal information and/or financial information provided via the Platform, or email;
 - 14.1.4.** any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or;
 - 14.1.5.** any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available *via* the Platform.
- 14.2. OxIA does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by third party/ies through the Platform or any hyperlinked services or featured in any banner or other advertising and OxIA will not be a party to or in any manner be responsible for monitoring any transaction between you and third party providers of product or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.
- 14.3. OxIA does not warrant against the interference with your enjoyment of the Platform, that the functions contained in or services performed or provided by the Platform will meet you requirements, that the operation of the Platform will be uninterrupted or error-free or not interfere with your use or enjoyment of any other applications on the Device on which the Platform is accessed or installed, or that defects in the Platform will be corrected.
- 14.4. No oral or written information or advice given by OxIA or its authorised representatives will create a warranty not expressly provided for in the these Terms. Some jurisdictions do not permit the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, accordingly the above exclusion and limitations may not apply to you but, in such case, the foregoing will be applied to the greatest extent enforceable under applicable law.
- 14.5. OxIA does not warrant that the Platform is compatible with all Devices and operating systems. You are responsible for configuring your information technology, Device and computer programs to access the Platform. You shall use your own virus protection software.
- 14.6. OxIA will use its best endeavours to ensure that the Platform is secure and free from bugs and viruses.

- 14.7. OxIA is not responsible for the availability of internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of the Platform.

15. LIMITATION OF LIABILITY

- 15.1. To the extent not prohibited by law, in no event shall OxIA, its Affiliates, shareholders, officers, directors, employees or agents, be liable to you for any personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Platform and any content, materials, or Product available through the Platform, or for the outcome of the screening and further treatment provided by the Healthcare Provider, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if OxIA has been advised of the possibility of such damages.
- 15.2. In no event shall OxIA's total liability to you for all damages (other than as may be required by applicable legislation in cases involving personal injury) exceed USD\$100.00 (One Hundred United States Dollars).
- 15.3. You specifically acknowledge that OxIA, its Affiliates, officers, directors, shareholders, employees, or agents, shall not be liable for the defamatory, offensive, or illegal conduct of any third party, and that the risk, harm or damage from the foregoing rests entirely with you.
- 15.4. You agree not to file any arbitration claim, lawsuit or proceeding inconsistent with the foregoing liability limitations.
- 15.5. Some jurisdictions do not allow the exclusion or limitation of certain types of damages or liabilities, so the above exclusion and limitations may not apply to you, but in such cases the foregoing shall be applied to the greatest extent enforceable under applicable law.

16. LIMITATION ON TIME TO FILE CLAIMS

Regardless of any statute or legislation to the contrary, any cause of action or claim you may have arising out of or relating to the Platform and or any legal document accepted or signed by you must be commenced with 1 (one) year after the cause of action arises, otherwise, such cause of action or claim shall be permanently prescribed and barred.

17. NOTICES

- 17.1. You agree and accept that OxIA may provide you with information and notices regarding the Platform, Products or services related thereto, by sending emails to the email address provided by you when signing the Patient Consent Form and completing any other forms on the Platform. OxIA may also provide notices by posting on the Platform.
- 17.2. You may opt out of marketing communication at any time.
- 17.3. You may serve notices to OxIA by sending email to legal@oxia.org.

18. GOVERNING LAW

The laws of the Republic of South Africa, excluding its conflicts of law rules, govern your use of the Platform and these Terms. Your use of the Platform may also be subject to other local, state, national, or international laws.

19. DISPUTE RESOLUTION

- 19.1. If yourself or OxIA have any concerns or disputes about the Platform, we agree to first attempt to resolve the dispute informally by contacting OxIA directly.
- 19.2. If we fail to resolve the dispute after 30 (thirty) Business Days of a Party's notice to the other Party of the existence of the dispute, the dispute, controversy or claim will be resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator appointed by AFSA.
- 19.3. The arbitration shall be held with only the Parties and their representatives present thereat, and at Cape Town, South Africa.
- 19.4. The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 19.5. This clause 19 shall not be interpreted to mean that the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator. In such event, the Parties consent to the jurisdiction of the Western Cape High Court of South Africa.

20. ASSIGNMENT

- 20.1. You may not assign this agreement or any of the rights granted hereunder, directly or indirectly.
- 20.2. OxIA may assign this Agreement, including all its rights hereunder, without restriction and without your prior consent.

20.3. Any assignment in violation of this clause shall be null and void.

21. COMMENTS AND CONCERNS

All Feedback, comments, requests for technical support and other communications relating to the Platform and/or Product should be directed to info@oxia.org.

22. MISCELLANEOUS

- 22.1. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.
- 22.2. The failure to require performance of any provision shall not affect OxIA's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision herein constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 22.3. Use of section headers in these Terms are for convenience only and will not have any impact on the interpretation of particular provisions.
- 22.4. You acknowledge and agree that OxIA and its Affiliates will have the right to enforce these Terms against you as a third-party beneficiary thereof.
- 22.5. The English language version of this Agreement is the version that governs your use of the Platform and in the event of any conflict between the English version and a translated version, the English version shall prevail. You expressly agree that these Terms and all ancillary documents be drafted solely in English.
- 22.6. The expiration, cancellation or other termination of these Terms shall not affect those provisions hereof which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 22.7. The Terms, Privacy Policy, and any other documents expressly incorporated by reference constitute the sole and entire agreement between you and OxIA with respect to the Platform unless OxIA provides otherwise.