

# EAST COAST RADIOLOGY

## USER AGREEMENT, TERMS & CONDITIONS AND PRIVACY POLICY

### 1. Definitions

1.1 In these general terms and conditions ("Terms"):

- 1.1.1 "Access Details" means the username and password we provide to you or created by you upon registration for the Services for the purposes of giving you access to the Services
- 1.1.2 "Application" or "Synapse Application" or "app" means an application downloaded from an online application store, either for free or at a value, used to access content and which in this case would allow similar access as using the Website.
- 1.1.3 "East Coast Radiology" means the entity that manages all the professional practices at various sites, and includes for the purposes of these Terms, all such practices and all healthcare professionals working in, or at such practices, irrespective of their employment status;
- 1.1.4 "Health record" means the health information of patients stored on the PACS;
- 1.1.5 "Healthcare professional" means a medical practitioner or professional that makes use of the Services;
- 1.1.6 "Loss" means any loss, including loss of profit, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential.
- 1.1.7 "PACS" means Picture Archiving and Communication System;
- 1.1.8 "Patient" means any one of our patients;
- 1.1.9 "POPI- and ECT Acts" mean the Protection of Personal Information Act, 2013, and the Electronic Communication Act, 2005;
- 1.1.10 "Practice" means a healthcare professional practice, who has a log-in and through which more than one practitioner that form part of that practice may access the website and the Services;
- 1.1.11 "Privacy Policy" means the privacy policy adopted by us and which forms part of these Terms;
- 1.1.12 "Referring healthcare professional" means healthcare professionals who have referred patients for radiology services rendered by east Coast radiology and who will be accessing PACS, subject to these Terms;
- 1.1.13 "Services" means the services made available by us via the Website by means of which you are able to, amongst other things, log into the PACS to access images and reports, it will also include services made available by means of an application or "app";
- 1.1.14 "Use" means to use, access, refer to, view or make use of the Services;
- 1.1.15 "We", "our", "us" and "www.eastcoastradiology.co.za" means the Website, PACS, any closed off sections of the website, any portals or links on the website, any applications, and the likes, through which the Website and the Services are rendered. Furthermore, any reference to us will be deemed to also include our employees, officers, partners, representatives, agents, the practices contracted to us, all healthcare professionals working in such practices, all shareholders, advisers, service providers, suppliers and content providers;
- 1.1.16 "Website" means the website which is accessible at the URL: [www.eastcoastradiology.co.za](http://www.eastcoastradiology.co.za), through which the Services, including the following, are provided, namely -
  - 1.1.16.1 Information about East Coast Radiology, its various services and healthcare professionals;
  - 1.1.16.2 Access to an electronic health record depository for referring healthcare practitioners of East Coast Radiology, called "PACS" (picture archiving and communication system), accessible via a link on the website, or by means of an application or "app", to a secure, closed off database;
  - 1.1.16.3 Provide healthcare information to the general public on various topics relevant to radiology;
  - 1.1.16.4 Access to patient forms and other downloads relating to East Coast Radiology and its relationship with patients;
  - 1.1.16.5 A patient satisfaction survey; and
  - 1.1.16.6 and any other service which may be made available by us via the Website from time to time;
- 1.1.17 "You" and "your" means any person who makes use of the Website, and registers to use the PACS and the Services, and include healthcare professionals, patients, the general public, prospective patients and any other person or entity.

1.2 Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases not defined in these Terms but defined in the Protection of Personal Information Act 4 of 2013 ("POPI Act") and the Electronic Communications and Transactions Act 25 of 2002 ("the ECT Act") will bear the same meaning given to them in POPI and the ECT Acts.

1.3 These Terms and any additional document we incorporate by reference shall apply to you when you use the Website and/or any part of the Services.

### 2 What do these Terms regulate?

2.1 These Terms set out the agreement between us and you, and the terms and conditions upon which you may:

- 2.1.1 use the Services;

- 2.1.2 upload images from the equipment onto PACS and/or upload or send to PACS reports generated by the radiologists of East Coast Radiology;
- 2.1.3 log into and use PACS; and
- 2.1.4 otherwise use the Website or application, including the use of the information, content, products or services including (without limitation) any text, software, icons, graphics, images, sound clips, trade names, logos, designs, trademarks and service marks which are displayed on, available on or incorporated in the Website ("the Website Content"), to the extent that such Website Content is not regulated by its own terms of use.

### **3 Your agreement to comply with these Terms**

- 3.1 You agree that:
  - 3.1.1 clicking/checking "I Agree", making use of any of the Services and/or any use of the Website or application signifies your unconditional agreement to comply with all of the terms and conditions of these Terms;
  - 3.1.2 we may, at any time, amend the Terms or introduce additional terms and conditions relating to the Services or any other service, content, products, facilities or functionality which is made available by us by way of the Website or otherwise. You will be notified of (and required to agree to) such amendments in the manner provided for in paragraph 14.2 of these Terms; and
  - 3.1.3 we may, in our sole discretion, at any time and for any reason and without prior notice, suspend or terminate the Services, the operation of the Website or any of the Website Content or the right to use the Services, the Website or any of the Website Content, or application.
- 3.2 If you do not agree to these Terms you must not make use of:
  - 3.2.1 the Services; and/or
  - 3.2.2 the PACS; and/or
  - 3.2.3 the Website and/or application and the Website Content and you must immediately delete all copies of the Website Content in your possession or under your control.
- 3.3 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team on Tel : 043 7222 453 – PACS support or send us an email to [pacsadmin@eastcoastradiology.co.za](mailto:pacsadmin@eastcoastradiology.co.za) .
- 3.4 You agree that you are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you to use the Website, application, the Website Content, PACS and the Services. In this regard, you must, at all times, provide your own hardware, software as well as a modem and internet connectivity and telecommunications infrastructure.
- 3.5 You agree that the Website, PACS and the Services is not exclusive, and we may, subject to our Privacy Policy and the necessary consents required under law, grant access and rights to any other person or entity.

### **4 PACS FOR HEALTHCARE PROFESSIONALS**

- 4.1 The PACS is not accessible to any patient, but referring healthcare professionals who- and/or practices which may by being authorised to do so, and by logging into PACS, access their own patients' health records via the Website and/or a mobile Application ("App").
- 4.2 The PACS is accessible to all the healthcare professionals working at East Coast Radiology, as it comprises records of patients of East Coast Radiology, who will take reasonable care to ensure that health records are accurately uploaded and drafted with due care and diligence.
- 4.3 The PACS and any health record contained therein may not be used for purposes other than informing the Referring Healthcare Professional of the outcome of radiological procedures such professional requested from East Coast Radiology. Any requests for health records for any purpose other than this, must be filed by using the Promotion of Access to Information Act, 2000 requester forms and will be accordingly handled by East Coast Radiology.
- 4.4 To register for the Services, referring healthcare professionals will create a profile of a username and password and in so registering, -
  - 4.4.1 You agree to these Terms;
  - 4.4.2 You will provide us with all the information we require in order to make the Services available to you, including but not limited to: (i) your personal details; (ii) details relating to your medical practice, and (iii) confirmation of your registration at the Health Professions Council of South Africa ("HPCSA");
  - 4.4.3 You agree to notify us immediately should you suspect that another person has obtained access to your Access Details or if you are aware of any unauthorized use of your Access Details;
  - 4.4.4 You, as a referring healthcare professional, undertake to ensure that your log-in and password are kept secure, and that those details are not shared with any person or entity not authorised to view a patient's health records; and
  - 4.4.5 To the extent permitted by law, you will be responsible for any Loss or damage you, your Patients or any other party may suffer if any other person accesses the Services using your Access Details.
- 4.5 Referring healthcare professionals will receive an email from [report@eastcoastradiology.co.za](mailto:report@eastcoastradiology.co.za) containing the report from East Coast Radiology pertaining to a specific patient, in which notification is also provided that the image(s) of the specific patient is available for viewing, as well as the report, and, as the PACS develops over time, previous reports and images of that patient will be available.
- 4.6 The radiologists at East Coast Radiology will be able to view all images and reports of patients of all the healthcare professionals who are employees and/or contractors at East Coast Radiology.

- 4.7 Any non-referring healthcare professionals that requires access, will however subject to a separate consent process. The patient will have to grant specific access to that non-referring healthcare professional, by making such a request to East Coast Radiology in the prescribed manner and documents. These can be obtained by emailing [pacsadmin@eastcoastradiology.co.za](mailto:pacsadmin@eastcoastradiology.co.za).
- 4.8 All authorised healthcare professionals may view and download the health records of a particular patient.
- 4.9 All reports by radiologists available on PACS will be displayed in text. format, duly signed by the radiologist. All images will be available in compressed DICOM format
- 4.10 All healthcare professionals who use the PACS should ensure that patients are informed about the system and the access thereof. East Coast Radiology obtains written consent for the inclusion of such health records into its system from all its patients. Only information from patients who have provided such written consent will be included in the PACS. Further access by non-referring healthcare professionals are however subject to a separate consent process as outlined in clause 4.7

## **5 Patient satisfaction survey**

- 5.1 The Website includes a patient satisfaction survey that can be completed online.
- 5.2 The survey can be completed anonymously. However, if any matter raised by a patient in the survey requires follow-up by East Coast radiology, that would not be possible if no identifiable information have been provided.
- 5.3 The results of the survey will be used for quality, system and service improvements in East Coast Radiology and to identify internal training opportunities.
- 5.4 The fact that a survey has been completed will in no way whatsoever affect the nature or quality of healthcare any patient requires.
- 5.5 The results of the survey will be accessible only to management and partners and will not be used to create databases for promotional purposes or any unsolicited marketing at all.

## **6 Website Content and references and links to and from other websites**

- 6.1 The Website Content constitutes general healthcare information only. You acknowledge that the information on the Website is not intended to, and does not, constitute professional medical advice or a replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition of your Patient. The Website Content does not imply, and should not be construed as implying that any specific test, treatment or scan is necessary or required for any person. All patients and members of the General Public have to obtain specific advice on their specific health questions for their chosen healthcare professional and to not construe the information provided on the Website as healthcare advice applicable to them.
- 6.2 You acknowledge that the use of the Website and PACS do not create nor replace the professional relationship between any patient and their chosen healthcare professional. Accordingly, whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy and safety of the content of this Website, you agree that any reliance hereof and hereon is solely and entirely at your own risk and that you assume full responsibility and risk of Loss resulting from the use hereof;
- 6.3 All patients of East Coast Radiology have to direct any questions or uncertainty relating to their healthcare to the Radiologists at East Coast Radiology or to their Referring Healthcare Professional.
- 6.4 The Website may contain references or links to other websites ("Other Websites") and to the products, opinions or services of third parties. Your use of the information on or links to other Websites or the products or services of third parties is entirely at your own risk. We shall not be responsible for any Loss arising from or related to your reliance on, use or attempted use of Other Websites or the opinions, products or services of third parties.
- 6.5 You shall not make (and may not permit any third party to make) any reference to us, the Website or the Website Content, whether by way of a link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation or recommendation by us in relation to you or a third party or of the services, products or opinions of a third party, without our prior written consent.

## **7 Your behaviour when using the Website and the Services**

- 7.1 Subject to the further provisions of these Terms, the Website and the Website Content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Website, PACS or the Website Content.
- 7.2 All healthcare professionals undertake to at all times, also when using the Website, application and the PACS adhere to the Health Professions Council of South Africa (HPCSA)'s rules and policies, and all applicable law pertaining to patients and health records.
- 7.3 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Website.
- 7.4 You are strictly prohibited from using the Website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.
- 7.5 You shall not intercept or receive any information transmitted to or from us or the Website or PACS which is not intended by us to be received by you. You will immediately inform us if you have received any information in error and/or have accessed information that are not authorised, in particular where such information emanates from the PACS.
- 7.6 You are not allowed to: (i) frame, link to, modify, distribute, commercialise, exploit and/or alter the Website or the Website Content; (ii) incorporate any part of the Website Content in any other work or publication; and/or

(iii) perform any other act which may not be considered fair use. Should you wish to do so, our prior written approval is required and we are entitled, in our sole discretion, to withhold or grant consent and to impose any conditions on any consent which is granted by us. Requests for approval must be submitted to [pacsadmin@eastcoastradiology.co.za](mailto:pacsadmin@eastcoastradiology.co.za) .

7.7 Any restrictions on the use of the Website or the Website Content shall also apply to any part of the Website or the Website Content which may be cached when using the Website or the Website Content.

7.8 In addition, you shall not and shall not allow a third party to:

7.8.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Website Content ("the Software") or any files contained in or generated by the Software by any means whatever;

7.8.2 remove any product identification, copyright or other notices, from the Software or documentation; lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or disseminate performance information or analysis of the Software from any source relating to the Software.

## **8 Commencement and procedure relating to uses verification**

8.1 Your appointment of [www.eastcoastradiology.co.za](http://www.eastcoastradiology.co.za) and the Synapse Application to render the Services commences on and is with effect from the date on which you register for the Services ("the Effective Date") and endures indefinitely until terminated by yourself or us giving the other 30 calendar days' notice thereof.

8.2 Furthermore, when registering for the Services, you will also automatically be registered for our Email Authentication service ("the Email Authentication Services"), in terms of which you authorise us, as a means of authenticating your identity and to provide you with access to your information on the Website, to notify you via email (i) when you have logged on to the Website;

8.3 You will also have the option of registering for our Mobile Text Message Authentication Service ("the Text Message Authentication Services"), in terms of which you authorise us, as a means of authenticating your identity and to provide you with access to your information of the Website, to notify you directly via a mobile text message (i) when you have logged on to the Website; and (ii) as a patient, by sending you a unique "one time password", each time you wish to view your patient file. Should you wish to register for this additional service please contact us on [pacsadmin@eastcoastradiology.co.za](mailto:pacsadmin@eastcoastradiology.co.za) .

8.4 You agree that East Coast Radiology and/or its contractors and/or service providers may, on reasonable notice to you, limit or deny access to all or any part of the Services for purposes of performing any upgrade, repair or maintenance services. In these circumstances, we will use our best efforts to limit or deny your access to the Services to non-business hours.

## **9 Exclusion of liability for use of the Website, the Website Content and the Services**

9.1 Your use of the Website, the Website Content and the Services is entirely at your own risk.

9.2 Subject to the provisions of POPI and the ECT Acts and to the fullest extent allowed by law, we shall not have any liability whatsoever in relation to the Website, the Website Content and/or the Services. You hereby indemnify us against any Loss arising from your use of or reliance on the Website, the Website Content or the Services or arising out of any of the events contemplated in paragraph 9.3 below, or any actions or transactions resulting therefrom, even if we have been advised of the possibility of such Loss.

9.3 In addition, you agree that we will not be liable for any unavailability, interruption, downtime, malfunction, or failure of the Website, the Website Content or the Services for any reason whatsoever.

9.4 To the fullest extent allowed by law and subject to the provisions of the POPI Act, if any of the limitations or exclusions of our liability in these Terms are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed R100.

## **10 Exclusion of warranties and representations**

10.1 The Website, the Website Content and the Services are provided "as is" and are subject to change without notice.

10.2 Save for the health records on PACS, for which the attending radiologist take professional responsibility:

10.2.1 we do not accept any responsibility for any errors or omissions on the Website or the Website Content. In addition, you acknowledge that the Website Content may not be accurate or complete.

10.2.2 Subject to the provisions of the ECT Act, the Website and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Website Content.

10.3 We also make no warranty or representation, whether express or implied, that the Website Content is free of viruses, destructive materials or any other data or code which is able to harm or otherwise impede in any manner the operation of a computer system, computer network or your hardware or software and you accept all risks in this respect.

10.4 You may also not rely on any warranty or representation, which allegedly induced you to agree to these Terms, unless the representation or warranty is recorded in these Terms.

10.5 The grant of any indulgence by us to you in respect of any matter connected to your use of the Website, the Website Content or the Services shall not constitute a waiver of any right by us or prevent or adversely affect the exercise by us of any existing or future right.

## **11 Intellectual Property Rights**

- 11.1 The Website, the Website Content and the Services are protected by law. This incorporates all intellectual property rights in respect of the Website, the Website Content and the Services, including all rights, title and interest (statutory and common law) in copyright, designs, trademarks and inventions. Any unauthorised use of the Website, the Website Content and the Services and all intellectual property rights related thereto, is prohibited.
- 11.2 All intellectual property rights, including all rights, title and interest (statutory and common law) in copyright, of whatsoever nature existing now and in the future, remain the absolute property of [Website name]. The software may not be sub-licensed, transferred or assigned without the prior written consent of [Website name] and you shall not and shall not permit access to the software and any documentation relating thereto by any third party without the prior written consent of [Website name].
- 11.3 You will not acquire any right, title or interest, including any intellectual property rights, in or to the Website, the Website Content or the Services other than those rights expressly granted to you in these Terms.
- 11.4 Where any of the Website Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 11.5 You agree that you will not use the Services in any manner that constitutes a violation of any law (including intellectual property law), or an infringement of the rights (including the intellectual property rights) of [Website name], our licensors or any third party.
- 11.6 You agree that you will not reproduce, modify, copy, perform, transmit or commercially exploit the Services in any manner whatsoever.

## **12 Variation of certain deeming provisions in the ECT Act**

- 12.1 By using the Website and/or the Services, you agree that these Terms create a binding agreement between us and you, even though these Terms are wholly or partly in the form of a data message. You agree specifically that:
- 12.1.1 the agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website;
- 12.1.2 an electronic signature is not required by you or us for purposes of agreeing to these Terms;
- 12.1.3 your use of the Website and/or the Services is sufficient evidence of your agreement to these Terms;
- 12.1.4 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;
- 12.1.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us;
- 12.1.6 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message; and
- 12.1.7 these Terms will be interpreted and implemented in accordance with the laws of South Africa and you agree to the jurisdiction of the courts of South Africa.

## **13 Privacy Policy**

### **13.1 Introduction**

- 13.1.1 We recognise the importance of protecting your privacy in respect of your personal information (as this phrase is defined in the POPI Act) collected by us when you use this Website.
- 13.1.2 All patients whose health records are included on PACS, have provided written consent for such processing of their health records on PACS.
- 13.1.3 We will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of your personal information, as an authorised user of the Website, PACS and the Services.
- 13.1.4 Where there are reasonable grounds to believe that your personal information, or that of any patient has been accessed or acquired by any unauthorised person, we will notify you and the Information Regulator which is appointed in terms of the POPI Act. We will delay notifying you of the unauthorised access or acquisition of your personal information if a public body responsible for detection, prevention or investigation of offences or the Information Regulator informs us that notifying you will impede a criminal investigation. When we notify you of the compromise to the security of your personal information we will provide you with sufficient information to allow you to take protective measures against the potential consequences of the compromise.

### **13.2 Your agreement in relation to your personal information**

- 13.2.1 By continuing to use this Website:
- 13.2.1.1 You agree to the terms and conditions set out in this Privacy Policy. If you do not agree with this Privacy Policy, please do not continue to use the Website and/or the Services; and



13.2.1.2 You agree that we may "collect, collate, process and/or store" your personal information (as this term is defined in the POPI Act) ("Process") for, amongst other things, (i) the purposes of providing you with access to the Services, Website and the Website Content; and (ii) for any of the purposes listed at clause 14 below.

13.2.2 We reserve the right to vary the terms of this Privacy Policy in accordance with paragraph 14. below.

13.2.3 It is your responsibility to familiarise yourself with the most recent version of this Privacy Policy each time you access the Website.

### **13.3 What types of personal information do we Process?**

13.3.1 The types of personal information that we may Process includes information necessary for our legitimate business interest, namely to process health records and the obtain patient survey feedback and the categories of personal information identified in the POPI Act. This may include (amongst other things):

13.3.1.1 In the case of Patients: your name and identity number, e-mail and physical addresses, postal address, contact information, views or preferences and the pages of the Website viewed by you;

13.3.1.2 In the case of Healthcare Professionals: your name and identity number, e-mail and physical addresses, postal address, contact information, and your registration details at the Health Professions Council of South Africa, views or preferences and the pages of the Website viewed by you;

13.3.1.3 We will limit the types of personal information we Process to only that to which you consent and which is necessary for our legitimate business interests.

### **13.4 When will we Process your personal information?**

13.4.1 Personal information may be Processed by us in several ways, including, when:

13.4.1.1 you register to make use and when you make use of the Services on the Website and application;

13.4.1.2 you consent to the inclusion of your health information on PACS;

13.4.1.3 register to receive any notifications from us in respect of our Email Authentication Service and/or our Text Message Authentication Service;

13.4.1.4 We analyse patient survey feedback forms;

13.4.1.5 You browse the Website.

13.4.2 You acknowledge that all personal information Processed by us may be stored by us and used for any of the purposes listed in clause 14.6 below.

13.5 How do we Use your personal information?

13.5.1 We may use your personal information:

13.5.1.1 to retain and make available to you health records on PACS to your referring healthcare professional as part of the Services;

13.5.1.2 as a health care professional, to check that you are duly registered with the Health Professions Council of South Africa ("HPCSA");

13.5.1.3 to verify your identity on the Website;

13.5.1.4 for security, administrative and legal purposes;

13.5.1.5 for customer relations; and

13.5.1.6 for helping us in any future dealings with you.

### **13.6 Sharing of your personal information**

13.6.1 We will not to disclose any of your personal information to third parties, except when we have your written permission to do so or where we are required to do so in terms of law.

13.6.2 You agree that your de-identified aggregate personal information may be shared under the following circumstances:

13.6.2.1 to our holding companies, subsidiary companies, agents, advisers, service providers and suppliers;

13.6.2.2 to monitor web traffic: web servers serving the Website automatically collect information about pages you visit. This information is used for internal review, to tailor information to individual visitors and for traffic audits. This information (as well as information from third-party market researchers), on an aggregated, anonymous basis, is provided to advertisers advertising on the Website. Should you provide personal information online as part of an online advertising promotion or in order to access a third party service, such information may be provided directly to the advertiser or the third party concerned;

13.6.2.3 for statistics and advertisement purposes: we may perform statistical analyses in order to measure interest in the various areas of the Website (for product development purposes) and to inform advertisers as to how many consumers have seen or "clicked" on their advertising banners. We may also use aggregated demographic information to allow advertising banners on the Website to be targeted, in aggregate.

13.6.2.4 government and law enforcement agencies, where the law requires that we disclose your personal information to a party, and where we have reason to believe that a disclosure of personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Website Terms or may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other users, or anyone else that could be harmed by such activities.

### **13.7 Your rights**

13.7.1 You have the right to request, that we correct, destroy or delete any of your personal information that we have Processed in accordance with these Terms. The personal information that you may request us to correct, destroy or delete is personal information that has been Processed in accordance with these Terms

- that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain.
- 13.7.2 You have the right to withdraw your consent for us to Process your personal information at any time. The withdrawal of your consent can only be made by you on the condition that the withdrawal of your consent does not affect the Processing of your personal information before the withdrawal of your consent; or that the withdrawal of your consent does not affect the Processing of your personal information if the Processing is in compliance with an obligation imposed by law on us; or that the withdrawal of your consent does not affect the Processing of your personal information where such Processing is necessary for the proper performance of a public law duty by a public body; or that the withdrawal of your consent does not affect the Processing of your personal information as required by law; or that the withdrawal of your consent does not affect the Processing of your personal information as required to finalise the performance of a contract in which you are a party; or that the withdrawal of your consent does not affect the Processing of your personal information as required to protect your legitimate interests or our own legitimate interests or the legitimate interests of a third party to whom the information is supplied.
- 13.7.3 You have the right to object to the Processing of your personal information at any time, on reasonable grounds relating to your particular situation, unless the processing is required by law. You can make the objection if the Processing of your personal information is not necessary for the proper performance of a public law duty by a public body; or if the Processing of your personal information is not necessary to pursue your legitimate interests; our legitimate interests or the legitimate interests of a third party the information is supplied to.
- 13.7.4 You have the right to object to the Processing of your personal information, at any time, if the Processing is for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications and you have not given your consent for that Processing.
- 13.7.5 You have the right to not have your personal information Processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to you.
- 13.7.6 You have the right not to be subjected, to a decision which is based solely on the basis of the automated processing of your personal information intended to provide a profile of you. Decisions that you may not be subjected to are decisions that result in legal consequences for you or affect you to a substantial degree without taking appropriate measures to protect your legitimate interests; without being for the execution of a contract that you have received performance for; or decisions made that are not in terms of law or of a code of conduct that specifies what appropriate measure must be taken to protect your legitimate interests.
- 13.7.7 You have the right to submit a complaint to the Information Regulator regarding an alleged interference with the protection of personal information Processed in accordance with these Terms. The information Regulator's contact details are available here: <http://www.justice.gov.za/inforeg/index.html>
- 13.7.8 You have the right to institute civil proceedings regarding an alleged interference with the protection of your personal information Processed in accordance with these Terms.

### **13.8 Use of cookies**

- 13.8.1 Cookies are pieces of information a Website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for you by saving your preferences and, tracking your online habits, traffic patterns, and making sure you do not see the same advertisement too often. The use of cookies is an industry standard.
- 13.8.2 We may place a "cookie" on your browser to store and sometimes track information about you.
- 13.8.3 While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the Website will not function properly if you refuse cookies.
- 13.8.4 No Cookies are used in relation to the use of the Services on PACS.

### **13.9 Use of IP address**

- 13.9.1 An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log IP addresses, or the location of computers on the Internet.
- 13.9.2 We collect IP addresses for the purposes of system administration and to audit the use of the Website. We do not ordinarily link IP addresses to personal information, which means that your session may remain anonymous. However, we cannot guarantee that this will always be the case, as it may be necessary to identify a particular user when it is necessary to enforce compliance with the Website Terms or to protect our Website, its users or other interests.

### **13.10 Passwords and login information**

- 13.10.1 You must not provide your username or password to anyone. You are solely responsible for keeping your username or password secret.
- 13.10.2 You are solely responsible for any Loss you may suffer should any other person use your username or password.
- 13.10.3 Passwords and log-in details may be verified by us from time to time, in order to ensure that all log-in details are current and valid.

## **14 Variation of these Terms**

- 14.1 Subject to the variations or amendments provided for in terms of paragraph 14.2, no other variation or amendment, in any form whatsoever, of these Terms will be enforceable or binding on us unless we have agreed to such variation or amendment in writing. For this purpose, "writing" shall be writing on paper signed in ink by our authorised representative and specifically excludes any writing that may be in electronic format.
- 14.2 We are entitled and reserve the right to vary or amend these Terms from time to time and in our sole discretion. Any amendments to these Terms will be displayed on the Website from time to time. On the first occasion on which you use the Website or the Services after we amend the Terms, you will be notified that amendments to the Terms have been effected and you will be required to re-click/check "I Agree". If you continue to use the Services thereafter, the amended Terms will immediately be treated as being effective and binding upon you.
- 14.3 It is your responsibility to access and familiarise yourself with any amendments to the Terms on each occasion that you make use of the Website, the Website Content or the Services.

## **15 Miscellaneous matters**

### **15.1 Addresses:**

- 15.1.1 Our address for the service of any legal notice is 45 St Marks Road, Southernwood, East London, 5201 (with current fax number 043 743 2063 / email address [practicemanager@eastcoastradiology.co.za](mailto:practicemanager@eastcoastradiology.co.za) .
- 15.1.2 Notices given to the above addresses shall be deemed to have been duly given: (i) 14 days after posting, if posted by registered post to our postal address; (ii) on delivery, if delivered to our physical address; and (iii) on despatch, if sent to our then fax number.

### **15.2 Disputes, claims and legal proceedings**

- 15.2.1 Any dispute declared by you and any claim which you may have against us arising out of or in connection with these Terms or the use of the Services, including after termination, cancellation or amendment of these Terms and/or the Services will be referred to arbitration in accordance with the Arbitration Act 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.
- 15.2.2 If we declare a dispute with you, or wish to institute any claim or legal proceedings against you arising out of or in connection with these Terms or your use of the Website, the Website Content or the Services, we reserve the right to deal with the matter in a forum of our choice, which will include but will not be limited to, the courts of South Africa. This right will continue to apply after termination, cancellation or amendment of these Terms.
- 15.2.3 Notwithstanding anything to the contrary contained in these Terms, neither you nor we will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

### **15.3 Costs**

Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by us arising out of your use of the Website, the Website Content and/or the Services, or a breach of these Terms, will be borne by you.

### **15.4 Assignment**

You shall not cede, assign or transfer any of your rights and obligations in these Terms without our prior written consent. We are entitled to cede, assign or transfer any of our rights and obligations in these Terms without your prior written consent and without notice to you.

### **15.5 Interpretation**

- 15.5.1 Copies of POPI and the ECT Acts can be viewed and downloaded at and, respectively at: <http://www.justice.gov.za/inforeg/docs.html> and <https://www.acts.co.za/electronic-communications-act-2005> respectively. It is your responsibility to ensure that the copies downloaded or viewed are the most recent versions of POPI and the ECT Acts.
- 15.5.2 In the event that any part of these Terms is found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 15.5.3 No relaxation or indulgence which we may grant to you will be deemed to be a waiver of any of our rights in these Terms or in law.
- 15.5.4 The termination of any agreement created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.