

PRIVACY POLICY AND TERMS OF USE OF INTERNET AND DISCLAIMER OF NIMPA LIMITED **("NIMPA")**

1. Privacy Policy

1.1 Nimpa is committed to safeguarding the privacy of visitors to our website.

1.2 Please read the following privacy policy to understand how your information will be treated. This policy may vary from time to time so please check it regularly.

1.3 We recognise the importance of protecting your privacy in respect of your personal information (as defined in Protection of Personal Information Act 4 of 2013) ("POPI") collected by us when you use this website.

1.4 You are not required to provide any personal information on the public areas of this website. However, you may choose to do so by completing the application forms on various sections of our website, including:

1.4.1 Questions or queries addressed to ourselves;

1.4.2 Online bookings with our doctors;

1.4.3 Career applications;

1.5 In adopting this privacy policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy. Accordingly, we will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of your personal information (as defined in POPI).

1.6 By continuing to use this website:

1.6.1 You agree that we may "collect, collate, process and/or store" your personal information ("process") for, amongst other things, (i) the purposes of providing you with access to the website and the website content; and (ii) for any of the purposes.

1.6.2 Where there are reasonable grounds to believe that your personal information has been accessed or acquired by any unauthorised person, we will notify the relevant regulator and you, unless a public body responsible for detection, prevention or investigation of offences or the relevant regulator informs us that notifying you will impede a criminal investigation. When we notify that your personal information has been accessed or acquired, we will provide you with sufficient information to allow you to take protective measures against the potential consequences of the compromise.

2. What types of personal information do we process? Sharing special personal information and personal information

2.1 The types of personal information that we may process includes information necessary for our legitimate business interest and the categories of personal information defined in POPI (both “personal information” and “special personal information”, both referred to as “personal information” for the purposes of this document). This may include (amongst other things):

2.1.1 Your (the Patient’s) name and surname, identity or passport numbers, e-mail and physical addresses, postal address, contact information, information relating to your occupation and the pages of the website viewed by you.

2.1.2 Nimpa and/or the Inc. will collect, use and disclose the Personal Information for the purposes of, through the Medical Practitioners, providing the Patient with healthcare and for directly related purposes, including:

2.1.3 Disclosing such Personal Information, as required by the Patient’s medical aid provider and/or the Compensation Commissioner or insurer (or to any of their agents), to whom a claim is submitted, in relation to the amounts payable in relation to the treatment received by the Patient;

2.1.4 Contacting the account holder/main member of the medical aid scheme of which the Patient is a member, and disclosing the Personal Information to the aforesaid person, to the extent reasonably required in order to enable Nimpa (or its duly authorised agent) to obtain payment of its invoice in relation to the treatment rendered to the Patient;

2.1.5 In an emergency where the Patient’s life is at risk and he/she cannot consent to the disclosure of his/her Personal Information and such disclosure is required in order to provide the Patient with the required treatment;

- 2.1.6 To enable Nimpa to perform its functions in relation to the Patient, the treatment received by the Patient and the payment in return for the treatment received by the Patient;
- 2.1.7 Nimpa will acquire certain Personal Information when you book online;
- 2.1.8 The sharing of Personal Information between Nimpa facilities and Medical Practitioners to coordinate the Patient's treatment;
- 2.1.9 To notify the Patient via a text message sent to his/her cellphone number, when such Patient checks in at the Medical Centre;
- 2.1.10 Marketing the full range of services offered by Nimpa and the Inc. to the Patient from time to time;
- 2.1.11 To maintain medical records as required in terms of Nimpa's internal policies and by law;
- 2.1.12 Any other purposes required or permitted by law; and
- 2.1.13 Although Nimpa and/or the Inc. will usually collect the Personal Information directly from the Patient and/or the Signatory, Nimpa and/or the Inc. may need to collect the aforesaid Personal Information from a third party (for example, a relative or another health service provider). Nimpa and the Inc. undertake that they shall only do so with the Patient and/or the Signatory's express consent, or where the Patient's life is at risk and the Patient is in need of emergency treatment.
- 2.2 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.

3. Your rights

- 3.1 You have the right to request that we correct, destroy or delete any of your personal information that we have processed in accordance with this policy. The personal information that you may request us to correct, destroy or delete is personal information that has been processed that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain.
- 3.2 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:
- 3.2.1 The withdrawal of your consent does not affect the processing of your personal information before the withdrawal of your consent; or

3.2.2 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

3.2.3 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;

3.2.4 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

3.2.5 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.

3.3 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.

3.4 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 to which the information is supplied.

3.5 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.

3.6 You have the right not to have your personal information processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to you.

3.7 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.

3.8 Decisions that you may not be subjected to are decisions that result in legal consequences for you or affect you to a substantial degree:

3.8.1 Without being for the execution of a contract that you have received performance for; or

3.8.2 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.

3.9 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 this policy. The Information Regulator's contact details will be published by the Government in due course in terms of POPI.

3.10 You have the right to institute civil proceedings regarding an alleged interference with the protection of your personal information processed in accordance with this policy.

4. Use of cookies

4.1 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.

4.2 We may place a cookie on your browser to store and sometimes track information about you.

4.3 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.

5. Use of IP address

5.1 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.

5.2 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 Privacy Policy or to protect our website, its users or other interests.

6. Links to other sites

6.1 When you are using the website, you could be directed to other sites that are beyond our control. These other web sites may send their own cookies to you collect data or solicit personal information. We do not control the privacy policies of those third party web sites.

7. Contact Information

7.1 If you have any questions in relation to this Privacy Policy please contact us at md@nhcltd.com.

7.2 If you currently receive marketing information from us which you would prefer not to receive in the future please email us at md@nhcltd.com.

8. Terms and conditions of use of Nimpa's Online Booking Services

Accessing any pages on this online service implies that you agree to the terms and conditions of use of this online service.

9. Disclaimer

9.1 Whilst every effort has been made by Nimpa, and its suppliers of information, to ensure the proper performance of this online service, the accuracy of the information/images and the reliability of the binary data on this online service, Nimpa, its affiliated companies, suppliers, or any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content and/or information offered on this online service ("the service/s").

9.2 While every effort is made to update the information regularly and to offer the most current, correct and accurate information, we accept no liability or responsibility whatsoever if any information is, for whatever reason, incorrect or inaccurate. We accept no responsibility for any loss or damage, whether direct, indirect or consequential, which may arise from reliance on the information contained in these pages. Nimpa has also taken reasonable measures to ensure the integrity of this web site and its contents, however no warranty is given that any files, downloads or applications available via this web site are free of viruses which have the ability to corrupt your system.

9.3 Nimpa makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the Services and the Services are thus used at your own risk. In particular Nimpa makes no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.

9.4 This site may contain hyper-links to third party sites. Nimpa is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by Nimpa of the site(s) or the products or services provided therein. You access those sites and use their products and services solely at your own risk.

10. Indemnification

10.1 To the full extent permitted by law, you indemnify and hold Nimpa harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action

based on contract, negligence or any other action, or the use of the Services, other than in respect of losses caused by Nimpa's gross negligence or intentional misconduct.

10.2 Without affecting the generality of the above, Nimpa shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to its network, termination of any licence to operate or use the network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond Nimpa's control.

11. Use of services

11.1 You may only use the Services for lawful purposes and you warrant that you shall not:

11.1.1 use the Services to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful;

11.1.2 use the Services for the transmission of "junkmail", "spam", "chain letters", or unsolicited mass distribution of SMS;

11.1.3 other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this site, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this site on your own server, or copy, adapt, modify or re-use the text or graphics from this site without prior written permission from Nimpa.

11.1.4 Whilst Nimpa does employ virus filtering, it provides no guarantees or warranties that any electronic communication is virus-free.

11.1.5 Nimpa has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of your personal information. We will update and refine these measures on an on-going basis. Please note that Nimpa cannot be responsible for the privacy policies and practices of other sites you may access using links from this service. We recommend that you check the policy of each site you visit and that you contact that specific organisation if you have any concerns or questions. Please be aware that internet communications are inherently insecure unless they have been encrypted. Your communications may be routed through any number of countries before reaching this site. Nimpa therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond our control.

12. Intellectual property rights

You acknowledge that the word or mark "Nimpa" and "NHC", however represented, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of Nimpa or NHC.

13. General

13.1 These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.

13.2 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

13.3 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

13.4 These terms and conditions, as varied by us from time to time, constitute the sole agreement between you and Nimpa.

13.5 Please view our [Access to Information Manual](#) for details on our processes and procedures relating to the Promotion of Access to Information Act No. 2 of 2000 ("PAIA" and/or "the Act") and the Protection of Personal Information Act, Act No 4 of 2013 ("POPI").