

PRIVACY POLICY

Legal, Security and Privacy

THE UNIVERSAL HEALTHCARE GROUP, consisting of Universal Healthcare (Pty) Ltd and its subsidiaries, (hereinafter "Universal") is committed to protect the privacy of all users. The Terms of Use apply to any person who uses the scheme's website (the website) regardless of the medium that is used to do so (internet browser, mobile devices etc.). The Terms of Use may be amended by the scheme from time. It is your responsibility as a User to familiarise yourself with the contents before using the website.

1. Definitions

In the Terms of Use, the words below have the following meanings assigned to them:

- 1.1 **"UNIVERSAL"** means Universal Healthcare (Pty) Ltd and all its affiliate companies;
- 1.2 **"Personal Information"** shall have the meaning given to it in the Protection of Personal Information Act, 4 of 2013 (POPIA) and includes the information used to register on the website;
- 1.3 **"we", "us", "our" and "the scheme"** mean UNIVERSAL.
- 1.4 **"website"** means the internet set with "UNIVERSAL in the address on the domain of www.universal.co.za
- 1.5 **"you" and "your"** means the user of the website.

2. Consent and Use of Personal Information

- 2.1 Whenever you use this website or contact UNIVERSAL electronically, we will have access to your personal information.
- 2.2 We undertake to deal with your personal information in accordance with POPIA as far as the collection, processing, updating, retention and destruction of the personal information is concerned.
- 2.3 By using this website, you provide UNIVERSAL with your express written consent to a) act on the information; b) share your personal information with our service providers in the ordinary course of our business; and c) store your records in an electronic format, which will constitute conclusive proof of the contents of such record, unless proved otherwise by you.

- 2.4 We will use the information to personalise your experience, process your requests and to communicate directly with you.
- 2.5 Your consent to process your personal information may be withdrawn by you in writing at any time.
- 2.6 We are committed to keeping your information confidential. We will take all reasonable steps to protect your personal information and maintain confidentiality. We will only disclose your personal information when we are lawfully required to do so.
- 2.7 If the website requires login details, it is your responsibility to keep your username and password secure.
- 2.8 Further it is your responsibility to update your personal information and to provide us with information that is accurate, true and correct. Failure to do so may result in the termination of any transaction flowing from the material non-disclosure. If you want to update or correct your personal information held by the scheme, you can email or phone the scheme. You may also obtain a copy of your personal information by following the procedure as outlined in the scheme's Access to Information Manual (PAIA Manual).
- 2.9 The scheme will retain your personal information for as long as it is required for lawful purposes.

3. Electronic communication

- 3.1 The provisions of POPIA and the Electronic Communications and Transactions Act 25 of 2002 is applicable to all electronic communications between the user and UNIVERSAL.
- 3.2 Any e-mail sent to you will be deemed to have been received by you upon dispatch by us.
- 3.3 You are responsible to ensure that UNIVERSAL has received the information communicated electronically.
- 3.4 When you communicate with UNIVERSAL by electronic communication, which includes the use of this website, you consent to receiving electronic communication by us in response.
- 3.5 You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by UNIVERSAL satisfy any legal requirement that such communications should be in writing.
- 3.6 You accept the risks inherent in electronic communication in whatever form.

4. Parties other than UNIVERSAL also collect information

- 4.1 Some advertisers, service providers or websites that have links on this website may collect personal information about you when you access or use their links. We do not control the

collection or use of such information. This document does not apply to these websites and their advertisers and when you access these links you do so at your own risk.

5. Copyright

- 5.1 This website and the contents thereof (including the software, text, graphics, icons, hyperlinks, private information, logos, calculators, tools, trademarks, tools, and design) is the property of UNIVERSAL and protected by copyright.
- 5.2 Our software or data may not be decompiled, reverse-engineered, disassembled, or used in any manner whatsoever.
- 5.3 You agree that if you breach the terms of this clause 5, UNIVERSAL will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. UNIVERSAL will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 5.4 Nothing on the Site should be regarded as granting any licence or right to use any trademark without UNIVERSAL's prior written permission and/or that of any third party.
- 5.5 UNIVERSAL tries to ensure that the most sophisticated technology protects the information on the Site. However, the scheme cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

6. Warranties by the user

- 6.1 You warrant your identity (i.e. you are who you say you are) and that you can prove your identity should you be required to do so.
- 6.2 Any use of the login name and password by any person shall be deemed to be used by you.
- 6.3 UNIVERSAL reserves the right to refuse to provide services to you if we are unable to verify or authenticate any information provided to us by you.
- 6.4 You agree to use the website at your own risk.
- 6.5 You warrant that you have the required consent and authority to share the personal information of the persons' whose personal information you disclose, including but not limited to your minor children.

7. Warranties and Indemnities of UNIVERSAL

- 7.1 While we make every effort to ensure that the information is accurate and up to date, UNIVERSAL makes no representations or warranties about the suitability of or correctness of the content on the website.
- 7.2 We do not warrant that the information is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.
- 7.3 All information, including products and services or any terms or conditions pertaining to them, is subject to change at any time.
- 7.4 UNIVERSAL is not responsible for any defects in, malfunctions of, or inaccuracies in the performance of any calculators used in the calculations.
- 7.5 All calculations made on the website are approximations, are meant as guidelines only and should be confirmed before relying on them.
- 7.6 All services provided via this website are subject to confirmation at the time of the finalising of any transactions.
- 7.7 Some of our information is derived from external sources. We are not responsible for the incorrect information received from these external sources.
- 7.8 UNIVERSAL will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third-party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on this website by you.

8. Disclaimer

- 8.1 We are not responsible for any direct or indirect loss or damages that may arise from:
 - 8.1.1 the reliance on the information obtained from this website.
 - 8.1.2 any of the events described in this paragraph and the paragraph below.
 - 8.1.3 your actions or omissions that result in a breach of this Agreement.
 - 8.1.4 links with other websites over which we cannot control the content of, or the products offered on those websites.
 - 8.1.5 a denial of access to the website should we believe that you are conducting activities that are illegal, abusive, attack the integrity of the site or put UNIVERSAL into disrepute.

- 8.2 We are committed to providing you with the best possible service. However, we are not responsible for:
- 8.2.1 any negligent act or omission by us.
 - 8.2.2 inaccurate or inadequate information obtained from the website from inaccurate information supplied by you.
 - 8.2.3 interrupted, failed or delayed transmission, delivery or storage of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, pandemic or any other cause beyond our control.
- 8.3 The information provided on this website is not, and must not be regarded as clinical, financial, tax or investment advice.
- 8.4 You should consult your financial adviser, broker or a healthcare professional if you require advice.
- 8.5 Information contained on this website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.
- 8.6 UNIVERSAL is not responsible for any representations, information, warranties or content on any third-party website (including any third-party website linked to this website or social media platforms).
- 8.6.1 UNIVERSAL is not responsible for any interrupted, delayed or failed transmission, storage or delivery of information due to a power failures, equipment or software malfunction, natural disasters, pandemics or other elements of force majeure.
- 8.7 You agree to indemnify UNIVERSAL and will not hold us responsible for any claim relating to your use of the website or as a result of any errors or inaccuracies or incomplete information made available by third-parties on the website and agree that we shall not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third-parties.

9. Restricted use

- 9.1 All information displayed on or accessed through this website are for your personal and non-commercial use only. You agree not to -
- 9.1.1 reproduce, modify, or create derivative works from; publish, distribute, transmit, display, license or transfer any of the content displayed on the website without UNIVERSAL's prior written consent;

- 9.1.2 decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- 9.1.3 post on or transmit to the website content of an offensive or unlawful nature;
- 9.1.4 use the website in a manner that could damage, disable, overburden, or impair any our servers or network;
- 9.1.5 interfere with any content on this website or attempt or gain unauthorised access to the information on the website or our server; or
- 9.1.6 create a link from another website to this website without UNIVERSAL's prior written consent.

10. Costs of using the website

- 10.1 The use of this website is free of charge, however there may be additional chargers by your internet service provider which will be for your own account.

11. Cookies

- 11.1 This website uses "cookies", to collect information about the use of our website, your preferences and past browsing history to enable us to improve our services and your experience when you use the website again.

12. Applicable Law

- 12.1 By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

13. General Provisions

- 13.1 The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.
- 13.2 If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.
- 13.3 No failure or delay by UNIVERSAL to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.

