

# EMGuidance Terms & Conditions

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**NOTE:**  
These Terms apply to your use of the Essential Medical Guidance Platform and the Services. Please read these Terms carefully before registering a profile on the platform. Please note that the EMGuidance platform may only be accessed by authorized users defined as registered Healthcare Professionals, Healthcare Students, Industry Partners and demo users for limited demonstration access. If you are not an authorized user you may not proceed to use the platform. If you do proceed with creating a profile and accepting these Terms and Conditions, you do so at your own risk and EMG Technologies Proprietary Limited shall not be liable to you in any manner whatsoever arising out of any cause or action.

## 1. INTRODUCTION

- 1.1. EMG Technologies Proprietary Limited (registration no. 2016/083286/07) with registered office at Ground Floor Sandown Mews, 88 Stella Street, Sandton, 2156, Johannesburg, Gauteng, South Africa, ("**EMG**"; "**we**" or "**us**") has developed the mobile and web based software application and associated media known as "Essential Medical Guidance Platform" or "EMGuidance" ("**Platform**") for Healthcare Professionals and Students.
- 1.2. These terms and conditions of use ("**Terms**") constitute a legally binding agreement between EMG and Registered Users (including users who may not yet be registered as a "Registered User") ("**you**" or "**your**") regulating your use of the Platform.
- 1.3. We license the use of the Platform to you on the basis of these Terms. The use of the Platform is also subject to any rules or policies applied by any application store provider or operator ("**Appstore Rules**") from whose website you download the App ("**Appstore**").
- 1.4. We do not sell the Platform to you under these Terms and we remain the owner of the Platform at all times.
- 1.5. You accept and agree that making use of the Platform signifies your agreement with these Terms and your acceptance that these Terms shall apply even where the Platform's content is provided by or belongs to our Content Providers, partners, third-party providers, advertisers, or any other party.
- 1.6. Should you not agree to these Terms, you will not be able to access the Platform and/or the Content. This includes any Content which has been copied or cached by you.
- 1.7. You must ensure that anyone accessing the Platform via your account complies with the Terms.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. In these Terms, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
  - 2.1.1. "**Clinical Recommendations**" means systematically developed statements and recommendations (including clinical guidelines and practices, standard treatment guidelines and practices and

treatment protocols) that have been verified by a Content Provider to have the necessary efficacy and to be compliant with applicable laws. Clinical Recommendations are intended to optimise patient care and may assist Healthcare Professionals in determining an appropriate healthcare option at the point-of-care;

- 2.1.2. "**Consumer Protection Act**" means the Consumer Protection Act 68 of 2008, as may be amended from time to time
- 2.1.3. "**Content**" means any and all materials such as written text, articles, photographs, sound clips, video clips or any other form of electronic communication as may exist now or in future that consist of (i) Clinical Recommendations; (ii) general medical information and practices; (iii) health system information; (iv) information on medicine and prescription guidelines, (v) medicine motivation assistance, (vi) patient education and (vii) other medical educational material and information;
- 2.1.4. "**Content Provider**" means institutions, Medical Writers and Medical Professionals who developed the Content;
- 2.1.5. "**Destructive Code**" means any 'viruses', 'trojan horses', computer code, malware, instructions, devices or other materials designed to disrupt, disable, harm or otherwise impede in any manner the operation of any Device, Technology, services, data, storage media, programs, equipment or communications, or otherwise interfere with operations thereof;
- 2.1.6. "**Device**" means a mobile device which is capable of connecting to the Internet, and shall include mobile phones, tablets and other devices;
- 2.1.7. "**ECT Act**" means the Electronic Communications and Transactions Act, 25 of 2002, as may be amended from time to time;
- 2.1.8. "**Healthcare Professionals**" means all Healthcare Professionals that are registered with the appropriate professions council in South Africa. Examples of councils include, HPCSA, SAPC and SANC;
- 2.1.9. "**Healthcare Students**" means all Healthcare Students that are registered with the appropriate university and/or professions council in South Africa;

- 2.1.10. **"Health Professions Act"** means Health Professions Act 56 Of 1974;
- 2.1.11. **"Industry Partner"** means a customer of EMGuidance;
- 2.1.12. **"Intellectual Property Rights"** means all intellectual property rights of whatsoever nature anywhere in the world, including (without limitation) copyright and related rights, patents, patent rights, designs, design rights, invention rights, database rights, know-how, confidential information, trade secrets, logos, brand names, trademarks, trade names and service marks, goodwill, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such intellectual property rights;
- 2.1.13. **"Internet"** means the global electronic communications network providing a variety of information and communication facilities, consisting of interconnected networks using standard communication protocols;
- 2.1.14. **"Medicines Act"** means Medicines Act 101 of 1965;
- 2.1.15. **"Pending Registered Users"** means Healthcare Professionals who have registered to use the Platform and who's registration details have yet to be verified and who have limited access to the platform;
- 2.1.16. **"Pharmacy Act"** means Pharmacy Act 53 of 1974;
- 2.1.17. **"POPIA"** means Protection of Personal Information Act, No. 4 of 2013;
- 2.1.18. **"Registered Users"** means Pending Registered Users and Verified Registered Users collectively;
- 2.1.19. **"Services"** means medical information provided by EMG to Registered Users through the Platform, including the services as set out in paragraph 3 below;

- 2.1.20. **"Technology"** means any software, systems, applications, platforms, devices, technology and the like, of any kind and in whatever form;
  - 2.1.21. **"Updates"** means corrections of inherent errors in the Platform and any changes or improvements made to the Platform which result in the addition of functions or features not present in the Platform at the date of conclusion of these Terms;
  - 2.1.22. **"Upgrades"** means new versions of the Platform, or portions thereof which incorporate new or enhanced functionality which result in major change in the Platform;
  - 2.1.23. **"Verified Registered Users"** means Healthcare Professionals who have registered to use the Platform, whose registration details have been verified by EMG and who will have access to the Platform.
- 2.2. References to the singular includes the plural and vice versa. Clause headings are for convenience and not to be used in interpreting these Terms.
  - 2.3. The words 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word (i) 'including' means 'including but not limited to'; (ii) 'include' means 'include but is not limited to'; and (iii) 'includes' means 'includes but is not limited to'.
  - 2.4. Where any number of days is given, those days are counted to exclude the first day but include the last day.

### **3. SCOPE OF THE TERMS AND SERVICES**

- 3.1. The entire Platform may only be accessed by Verified Registered Users. If you are not a Verified Registered User you will have limited access to Platform while you are being verified. If you do use the Platform and accept these Terms, you do so at your own risk and EMG shall not be liable to you in any manner whatsoever arising out of any cause or action.
- 3.2. EMG provides Verified Registered Users with access to a wide array of resources which is provided via the Platform (or such other mediums and devices hereinafter developed by EMG). These resources include, without limitation, news, tools and applications, communication tools (to the extent available), including Content obtained from our Content Providers.

- 3.3. The Platform enables Verified Registered Users to view and access, via mobile phones and other devices, the following:
  - 3.3.1. news and educational content
  - 3.3.2. clinical tools;
  - 3.3.3. medicines library;
  - 3.3.4. guidelines
  - 3.3.5. patient education
  - 3.3.6. medicines motivation assistance
  - 3.3.7. interaction checker
- 3.4. The content is clearly distinguished between sponsored and non-sponsored. Note, Students have limited access to sponsored content. (collectively the "Services").

#### **4. HOW TO DOWNLOAD THE APP OR ACCESS THE WEBSITE**

- 4.1. The Platform is available via a web browser at [www.emguidance.com](http://www.emguidance.com) or as a mobile app (EMGuidance) via your relevant App store.
- 4.2. We do not warrant that the Platform will be compatible with, nor that it will operate with every type of Device. Certain Devices and operating software may not work with the Platform due to limitations or constraints specific to the Device or the software.
- 4.3. We will not be responsible for your inability to access the Platform (i) due to limitations specific to your Device; (ii) issues pertaining to your software; (iii) the internet as a whole; (iv) your data contract; (v) any act or omission of your data service provider; or (vi) any malfunction or unavailability of any telecommunication facilities, services, products and other equipment which are needed to access the internet or download the App. We are also not responsible for any jitters or lags etc. that you may experience with the Platform.
- 4.4. You acknowledge that, in order for the Platform to load and/or to function, you are fully responsible for:
  - 4.4.1. finding out whether your Device is appropriate and compatible with the Platform; and
  - 4.4.2. the continued functionality of the Device on which the Platform has been installed and downloaded, including for ensuring that the Device is (i) in good working order; (ii) at all times updated to run

- on the latest version of your operating system; and (iii) operating in accordance with the relevant Device manufacturer's specifications.
- 4.5. To access the Platform you must have a Device that is able to connect to the Internet.
  - 4.6. You, at your own cost, are responsible for obtaining and maintaining:
    - 4.6.1. the Devices,
    - 4.6.2. adequate and reliable Internet access from a suitable service provider; and
    - 4.6.3. all telecommunication facilities, services, products and other equipment needed to access the Internet or to download the Platform.
  - 4.7. If the Device does not belong to you, you hereby confirm and promise that you have obtained permission from the owners of the Device to download or install the Platform onto the relevant Device and to use the Platform subject to these Terms. You and/or they may be charged by the relevant service provider for Internet access on the Device.
  - 4.8. You accept responsibility in accordance with these Terms for the use of the Platform on or in relation to any Device, whether or not it is owned by you. We are not responsible for any Internet access charges, service provider charges and data usage charges. These charges must be paid by you or the owner of the Device.
  - 4.9. For the mobile application, you must download and install the App onto your Device from the relevant App Store.
  - 4.10. You acknowledge that the display, layout, look and feel of the content of the Platform may differ depending on the Device being used to access the Platform.
  - 4.11. You will only be able to access the Services via the Platform. You must register and create an account to allow you to access the Services.

## **5. ACCEPTANCE OF THE TERMS**

- 5.1. You must agree to these Terms if you want to use the Platform and Services.
- 5.2. By accessing the Platform and clicking on the button next to the words "I ACCEPT" you agree to these Terms and this will become a binding legal contract between you and us.
- 5.3. If you do not agree to these Terms you can terminate the registration process and we will not license the Platform to you.

- 5.4. We may change the provisions of these Terms at any time by sending you an email with details of the change or notifying you of a change the next time you load the Platform. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.

## **6. HOW TO REGISTER**

### **6.1. Registration for Healthcare Professionals and Healthcare Students**

- 6.1.1. Once you have downloaded the App or accessed the Platform via a web browser, you must register to use the Services.
- 6.1.2. You must be 18 (eighteen) years or older and a Healthcare Professional or Student to be able to register to use the Services.
- 6.1.3. As part of the registration process, you will be required to create a user account. Once your details are verified by our team, you will become a "Verified Registered User". You can do this by completing the electronic registration form which will include:
  - 6.1.3.1. creating a password; and
  - 6.1.3.2. providing us with all the information we require, including but not limited to your first name, last name, email address, registration number, professional council, professional role and speciality, work site and area of interest.
  - 6.1.3.3. We will contact you to obtain more information to enable us to verify your professional registration. If we are still unable to verify your professional details, you will be restricted from accessing the Platform.
- 6.1.4. Once you have provided us with your registration details and agreed to these Terms by clicking on the "I Accept" button, we will confirm your registration by sending you a confirmation email.
- 6.1.5. All the information that you give to us must be truthful, accurate and complete. This also includes the information that we request you to provide in the registration process and at any time after that. Your registration can also be rejected if you fail to properly complete the electronic registration process.

### **6.2. Registration for Industry Partners and demo users for limited demonstration access**

- 6.2.1. Once you have downloaded the App or accessed the Platform via a web browser, you must register to use the Services.



- 6.2.2. You must be 18 (eighteen) years or older and be an approved EMGuidance industry partner or authorized demo access requestor.
- 6.2.3. As part of the registration process, you will be required to create a user account. Once your details are verified by our team, you will become a "Verified Registered User". You can do this by completing the electronic registration form which will include:
  - 6.2.3.1. creating a password; and
  - 6.2.3.2. providing us with all the information we require, including but not limited to your first name, last name, company email address, and company details.
- 6.2.4. Once you have provided us with your registration details and agreed to these Terms by clicking on the "I Accept" button, we will confirm your registration by sending you a confirmation email.
- 6.2.5. All the information that you give to us must be truthful, accurate and complete. This also includes the information that we request you to provide in the registration process and at any time after that. Your registration can also be rejected if you fail to properly complete the electronic registration process.

Once you register as an industry partner user, you may use the Platform for as long as you remain an employee of the company under which you registered. Should you change employment, you will no longer be able to use the platform.

### 6.3. **Updating your details**

- 6.3.1. You must notify us if the information you give to us changes or if details we have for you change, or if they are incorrect or incomplete.
- 6.3.2. You will be able to edit your own details when you log into your user account.
- 6.3.3. We will use and rely on the most recent details which you have provided to us. It is your responsibility to update us if the details we have for you change or if they are incorrect or incomplete. If you do not update us, we will continue to use and rely on the most recent details which you have provided to us.

- 6.3.4. In line with POPIA, Medicines Act, Health Professions Council Act and Pharmacy Act, to ensure information quality, EMGuidance will review your professional registration details with the relevant professional council on a regular basis to update your records to the latest council information. You will receive electronic confirmation if your personal information has been updated.

## **7. YOUR ACCOUNT**

- 7.1. After you have completed the registration process described in paragraph 6 above, we will create your account.
- 7.2. You will need to use your email address and password in order to access your account and to use the Services.
- 7.3. **Keeping your account secure and your password secret**
  - 7.3.1. You must keep your password secret.
  - 7.3.2. You are responsible for all use of your user account and your password.
  - 7.3.3. If you forget your password, or you want to change your password, you can do so by logging on to the Platform and selecting the "forgot password" button.
  - 7.3.4. Whenever a person uses the Services, or performs any other act, with your password or through your account, we will treat this as if it was done by you and with your approval.
  - 7.3.5. You must take all reasonable and appropriate measures not to share, display in public, or make your password and registration details available to any person who is not authorised to access your account.
  - 7.3.6. You must notify us immediately by sending us an email at [support@emguidance.com](mailto:support@emguidance.com) if you suspect that another person has obtained unauthorised access to your account, or password, or if you are aware of any unauthorised use of your account or password. You will be responsible for changing your privacy settings on your account as soon as you become aware of any unauthorised access or use.
  - 7.3.7. You accept that we cannot protect you if you do not keep your password secret or if someone obtains unauthorised access to your account.

- 7.3.8. As far as the law allows, we will not be responsible for any loss or damage which you may suffer if any other person uses your password or accesses your account or the services using your account, without your approval and consent.

## **8. USE OF MOBILE DATA**

- 8.1. **It is important to note that the app uses Mobile data in the 'background' for content updates, in addition to using data to perform registration and download content initially.** Generally, most of the content on the APP is downloaded after registration or upon user-initiated new content downloads. Thereafter the content is viewed offline and background updates occur as required.

### THE CONTENT

- 8.1.1. The Content that we make available through the Services is intended for Healthcare Professionals.
- 8.1.2. We may update the Content on the Platform from time to time, however, this is dependent on maintaining agreements with our Content Providers.
- 8.1.3. The Services are not meant to serve as a substitute for your own clinical judgment as a Healthcare Professional and you should evaluate and independently verify the information and results from the Services that EMG provides to you through the Platform. We do not provide professional medical or other advice or recommend particular products or medicines through our Services in any manner whatsoever. You acknowledge and agree that you are using the Platform at your own risk and you should not rely on that information as professional medical advice.

## **9. INFORMATION THAT YOU PROVIDE**

See our Privacy Policy (paragraph 15 below) for an explanation of how we use information that you provide to us and your rights to change or delete it. We cannot and do not assume any responsibility or liability for any information you submit in connection with the Services, or your or third parties' use or misuse of information transmitted or received using the Services.

## **10. GRANT AND SCOPE OF LICENCE TO USE THE APP**

### **10.1. Licence**

We grant you a non-transferable, non-exclusive, non-sublicensable revocable license to download, install and use the Platform on the Devices subject to these Terms and the App Store Rules.

### **10.2. Updates and Upgrades**

10.2.1. We may make Updates and Upgrades to the Platform, available from time to time, free of charge, unless such Updates and Upgrades to the Platform enables a feature of the Platform that you will be charged for.

10.2.2. You will be required to download and install the Updates and Upgrades from the App Store in order to continue to use the Platform.

10.2.3. Depending on the nature of the Update or Upgrade, you may not be able to use the Platform until you have downloaded the latest version of the Platform.

10.2.4. The Updates and Upgrades will be subject to the same terms and conditions as contained in these Terms, unless we specify otherwise.

### **10.3. Licence Restrictions**

10.3.1. Except as expressly set out in these Terms or as permitted by law, you agree:

10.3.1.1. that the licence to use the Platform is for your personal and non-commercial use only. You may view the Content, save to favourites, share or print individual articles for backup or archival purposes only. All copies of the Content provided through the Services must include any trademark or copyright notices or disclaimers, and you may not remove any trademark or copyright notices or disclaimers from our or our Content Providers' Content. We and our Content Providers reserve all other rights not granted in these Terms;

10.3.1.2. that non-commercial use, which is prohibited, includes but is not limited to use of the Platform as a reference source for commercial market research activities, or for the

purposes of pharmaceutical industry competitive product research

- 10.3.1.3. not to copy the Platform except where such copying is incidental to normal use of the Platform, or where it is necessary for the purpose of back-up or operational security;
- 10.3.1.4. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform;
- 10.3.1.5. not to make alterations to, or modifications of, the whole or any part of the Platform or the Content or permit the Platform or the Content or any part of it to be combined with or become incorporated in, any other programs;
- 10.3.1.6. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or the Content or the Technology forming part of the Platform or attempt to do any such thing;
- 10.3.1.7. to keep all copies of the Platform secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Platform;
- 10.3.1.8. not to provide or otherwise make available the Platform, in whole or in part (including any object code) in any form to any person, unless you have received prior written consent from us; and
- 10.3.1.9. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform.

(the "**Licence Restrictions**").

- 10.4. If you modify or attempt to modify your Device in any way or use software that is designed to modify your Device, override, or disable any security features on your Device or its operating system, you acknowledge that you do so at your own risk. There are security features included in the Platform which are designed to operate with the Device according to the manufacturer's specifications. Modifying the Device or its operating system may also result in the Platform not working at all.

#### 10.5. **Acceptable Use Restrictions**

- 10.5.1. You may not:

- 10.5.1.1. use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms, or act fraudulently or maliciously, for example, by hacking into or inserting Destructive Code into the Platform or any operating system;
- 10.5.1.2. infringe our Intellectual Property Rights or those of any third party in relation to your use of the Platform;
- 10.5.1.3. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform;
- 10.5.1.4. introduce any Destructive Code into the Technology used by us or any other person, including in the Platform;
- 10.5.1.5. use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 10.5.1.6. collect or harvest any information or data for an attempt to decipher any transmissions from the servers or systems which run the Platform.

#### 10.6. Interaction Checker

- 10.6.1. The Interaction Checker information is provided by A-Z of Medicines.
- 10.6.2. This information is intended for use by health professionals and has been specifically compiled for purposes of providing such health professionals with relevant, referenced information about medication or related matters. Neither EMG technologies, nor A-Z of Medicines, from whom EMG technologies obtained the data comprising the information, have performed any independent analysis or investigation to determine the correctness or accuracy of the data, and do not warrant that it is correct or accurate.
- 10.6.3. By making this information available, neither EMG technologies nor A-Z of Medicines is endorsing or advocating the use of any medication described, nor are we responsible for misuse of a medication due to, or other consequence of, any typographical error or other inaccuracy. Additional information on any medication may be obtained from the manufacturer.

- 10.6.4. It is strongly recommended that you independently verify any interpretation of this information. Where you use this information, you shall be fully responsible for your interpretation of the information and shall rely on your own professional judgement in using this information. It is also strongly recommended that users independently verify the information to ensure it is appropriate for your purposes and within your region.
- 10.6.5. This information is provided on an “as is” basis. Neither EMG technologies nor A-Z of Medicines make any representations, conditions, warranties or guarantees, whether express or implied, that this information is accurate, complete, up-to-date or fit for any particular purposes. Any statements made to the contrary are void.
- 10.6.6. Your reliance upon information obtained by you by accessing our products and services is solely at your own risk. Neither EMG technologies nor A-Z assume any liability or responsibility for damage or injury to you, other persons, or property arising from any use of the information.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1. You acknowledge that:

- 11.1.1. all Intellectual Property Rights in the Platform, the Technology and any trademarks and Content used and/or displayed in connection with the Platform and/or the Services anywhere in the world belong to us or our Content Providers;
- 11.1.2. all rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform or the Technology other than the right to use each of them in accordance with these Terms;
- 11.1.3. you have no right to have access to the Platform in source-code form.

## **12. COLLECTION OF DATA**

12.1. **Technical and location data**

- 12.1.1. By using the Platform or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for the Services that

are internet-based or wireless to improve our products and to provide any Services to you.

12.1.2. Our platform contains clinical guidelines and medicines information sourced from governments, academic institutions and pharmaceutical companies. In South Africa, there are a set of Acts legislation we need to follow to ensure compliance with regards to accessing medicines content. For this reason, upon initial sign up to the application, we require your location to ensure that you have access to localized medicine information based on the country in which you are using the platform.

12.1.3. Our platform services will make use of location data sent to us from the Devices. You can turn off this functionality at any time by turning off the location services settings for the Platform on the Device. If you use these Services, you consent to us transmitting, collecting, maintaining, processing and using your location data to provide and improve location-based products and services. You may withdraw this consent at any time by turning off the location services settings on your Device. However, there may be services that will not function with location services turned off.

12.1.4. We may use anonymous platform location data for statistical, research and commercial purposes. Anonymized platform location data does not have any unique personal information in these data records; in other words the information cannot be used to identify you or your specific location.

## 12.2. **Third party sites**

The Platform may contain links to other independent third-party websites ("Third Party Sites"). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies. You will need to make your own independent judgment regarding your interaction with any Third Party Sites, including the use of any products or services accessible through them.

## 12.3. **Consent to use of data for academic research**

By using this Platform, you hereby consent to the use of information you provide and information generated by the software through your usage of the software, for the purposes of academic research and publication of such research on reputable scientific publication platforms. The



information collected for the purposes of research will be collated in an electronic data repository. This repository is a secure repository housed within EMG's secure technical hosting environment. This repository will be protected by the same security standards implemented for the rest of the EMG Platform. The repository excludes personally identifying data, namely: first name, last name, identification number, professional registration or student number or any other data which could be used to identify you personally. Anonymous profile data collected for the purposes of research include: type of Healthcare Professional, clinical interest area, location and main site of work. Anonymous software usage data collected for the purposes of research includes all types of clicking and viewing activity in the application. It is perceived that this data would drive valuable research in fields such as medical education. Data for research purposes will only be shared with researchers after formal ethics approval has been attained through a reputable ethics committee. Only data, excluding personally identifying information, will be shared with researchers. You may withdraw your consent at any time, by sending an email to [support@emguidance.com](mailto:support@emguidance.com) stating 'withdraw my information for academic research or a similarly descriptive statement. There is no physical harm that could come to you by consenting to this research.

### **13. GENERAL PRACTICES REGARDING USE AND STORAGE**

- 13.1. You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that uploaded Content (or other messages or postings) will be retained by the Services, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Services. You acknowledge that we reserve the right to modify these general practices and limits from time to time.
- 13.2. You expressly agree that we may preserve any transmittal or communication by you through the Services, or any service offered through the Services, and may disclose that information if legally required to do so or if determines that the disclosure is reasonably necessary to

enforce these Terms or to protect any rights hereunder or to respond to claims of wrongdoing by others.

#### **14. PROTECTION OF PERSONAL INFORMATION**

- 14.1. In accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA") we recognise the importance of protecting your privacy in respect of personal information collected by us when you use the Platform.
- 14.2. By agreeing to these Terms you agree to the provisions set out in this clause, read together with our [Privacy Notice](#) and you consent to us collecting and using your personal information for the purposes set out in clause 15.6. If you do not agree to our use of your personal information as stated, you may not be able to use the Platform or enjoy its full functionality.
- 14.3. Should you decide to make use of the Platform and the Services, the types of personal information that we may collect from you includes information necessary for our legitimate business interests. This may include (amongst other things) the following:
  - 14.3.1. Full names (First name and last name)
  - 14.3.2. Email address
  - 14.3.3. IP address/addresses
  - 14.3.4. Browser details (processing via website)
  - 14.3.5. Mobile Device details (processing via mobile app)
  - 14.3.6. Professional registration number
  - 14.3.7. Professional role
  - 14.3.8. Professional role speciality
  - 14.3.9. Worksite
  - 14.3.10. Areas of Interest
  - 14.3.11. Location
- 14.4. We may collect your personal information in several ways, including when you register a user account, make use of the Services, browse the Platform or when we carry out surveys. The supply of your personal information is voluntary, however you acknowledge that we cannot make the Services available to you on the Platform if you do not wish to supply such personal information.

- 14.5. You agree to provide accurate, truthful and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything. Failure to adhere to this requirement will entitle us, inter alia, to terminate your use of the Platform.
- 14.6. The purposes for which we will use your personal information are as follows:
  - 14.6.1. To verify your professional council status to ensure that access is provided to registered healthcare professionals
  - 14.6.2. To verify your location to ensure that you have access to localized medicine information
  - 14.6.3. To personalize your experience of our services and products by using automated processing techniques;
  - 14.6.4. To improve our services and products;
  - 14.6.5. To improve our user support service, including to more effectively respond to your service requests and support needs;
  - 14.6.6. To comply with our obligations under any law;
  - 14.6.7. To send periodic emails and in-app communications about our other products and services;
- 14.7. We may use anonymous platform usage data for statistical, research and commercial purposes. Anonymized platform usage data does not have any unique personal information in these data records; in other words the information cannot be used to identify you.
- 14.8. Please note that we only collect and process your information for one or more of the above purposes and for no other purpose unless we have obtained your consent beforehand.
- 14.9. Should you no longer wish to receive email communications from us, you may unsubscribe by following the instructions at the bottom of the email sent. This excludes in-app communications. If you wish to cancel in-app messages or revoke consent to the terms & conditions, this will effectively mean that you do not require access to the platform anymore. In this event, to cancel your access to the platform, please send an email to [support@emguidance.com](mailto:support@emguidance.com).

- 14.10. We will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is –
- 14.10.1. required in order to comply with applicable law, order of court or legal process served on us; and/or
  - 14.10.2. disclosure is necessary to protect and defend our rights or property.
- 14.11. We will be entitled to disclose your personal information to those of our affiliates, agents, advisors, employees and/or third party service providers and suppliers (including payment providers) who assist us to interact with you via the Platform, mobile communications and/or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information. We will also share your personal information with government or law enforcement agencies where the law requires that we disclose your personal information, and where we have reason to believe that a disclosure of your personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Terms.
- 14.12. We will:
- 14.12.1. treat your personal information as strictly confidential;
  - 14.12.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - 14.12.3. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
  - 14.12.4. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
  - 14.12.5. upon your request, promptly return or destroy any and all of your personal information in our possession or control.

- 14.13. We will only keep your personal information for as long as you are a registered user of the platform. Upon signing up to the platform, we verify you based on the information provided. If you are not verified we will keep your information for a limited time before deleting or destroying it, unless we need to keep it for longer for evidential reasons or to comply with our other legal obligations.
- 14.14. You may request access to the personal information which we collect from you, including to rectify the information, or object to its processing by sending an email to us at [support@emguidance.com](mailto:support@emguidance.com). You also have the right to lodge a complaint with the information regulator if you think we are in breach of any applicable data protection legislation.
- 14.15. We may, from time to time, transfer, store or host your personal information on servers outside of South Africa. We will at all times ensure that appropriate security safeguards are in place to secure and protect such personal information.
- 14.16. We use cookies to make our website and our users' experience more efficient and to help us improve our services.

## **15. EQUIPMENT**

When using the Services, information will be transmitted over a medium that may be beyond the control of EMG, our Content Providers or suppliers. Accordingly, neither EMG, the Content Providers, nor suppliers assume liability for nor relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with your use of the Services. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed to access the Services and all charges related to the same.

## **16. ADVERTISING AND PROMOTION**

EMG shall have the right to enter into agreements with advertising sales agencies which grant them the right to sell advertising on the Platform, including advertising for inclusion in any page or screen which includes the Content. Such advertisements shall not be juxtaposed with or appear to be part of the Content

and neither the Content Provider or the creator of the Content or EMG certifies, endorses or guarantees the service or product so advertised on the Platform. It will always be clearly indicated to you if Content on the Platform has been sponsored or paid for by a third party.

## **17. DISCLAIMERS**

### **17.1. General Disclaimer**

- 17.1.1. As far as the law allows, we do not warrant the accuracy, reliance and/or use of the Services and Content (or any other information provided to you as part of the Services) as being correct or up to date. It is your responsibility to verify the accuracy of the Content (or other information provided to you through the Services). We will not be responsible for any loss or damage suffered by you based on your reliance and/or use of the Services or Content or information provided via the Platform. You acknowledge and consent that you use the Platform, the Services and Content entirely at your own risk. Without limiting the foregoing, we make no representations or warranties about the (i) accuracy, reliability, completeness, correctness, or timeliness of the Services or Content; or (ii) satisfaction of any government regulations requiring disclosure of information on prescription medicine products or the approval or compliance of any software tools available through the Services.
- 17.1.2. As far as the law allows, the Platform is provided to you on an "as is" and "as available" basis and without any representation or warranty whatsoever, whether express, implied or statutory (including any implied warranties of reliability, fitness for any particular purpose, or exclusion of errors or inaccuracies).
- 17.1.3. As far as the law allows, we make no representations and give no warranties regarding (i) the operation, integrity, compatibility, availability or functionality of the Platform, or (ii) that the Platform will:
  - 17.1.3.1. be available or accessible at 95% of all times, requiring a limited period of 'downtime' to address software or fixes.
  - 17.1.3.2. be uninterrupted when used, timely, error-free or secure or free from Destructive Code; or

17.1.3.3. meet your individual requirements.

17.1.4. You assume all responsibility and risk for the installation, use and results obtained from the Platform.

**17.2. Medical Disclaimer**

The Platform contains Content and other general information about, amongst other, certain medical conditions, medicine and treatments. EMG provides the Platform, the Services and the Content for informational purposes only. EMG does not provide any medical advice on the Platform. Using, accessing and/or browsing the Platform (or providing personal or medical information to EMG) does not create a doctor-patient-relationship between you and EMG (because the patient does not have direct access to the platform). Nothing contained in this Platform is intended to create a doctor-patient-relationship or to replace the services of a licensed, trained doctor or healthcare professional or to be a substitute for medical advice of a licensed, trained doctor or health care professional. The Content does not constitute medical advice, and should not be treated as such. The Content should be treated solely for information purposes and should not be considered as a substitute for professional medical advice, diagnosis, or treatment for which you need to use your own discretion and judgment.

17.3. The medicines information developed by the EMG team, is based on the most up to date information from a number of local and international medicine databases and sources. Users must be aware that the information displayed on the platform might not always align with medicines regulatory information in the user's specific country.

**18. LIMITATION OF LIABILITY**

18.1. You acknowledge and consent that you use the Platform, Content and the Services entirely at your own risk and that neither we nor our Content Providers, affiliates, officers, directors, employees, servants, agents or contractors or other persons for whom in law may be liable to, will not, under any circumstances, be liable to you for any loss or damages (including, but not limited to, consequential, direct, indirect and special damages, personal injury or death, accuracy or completeness of information included in the Services or Content, punitive or incidental damages and damages or losses of any other kind).

- 18.2. Without limiting the generality of the aforesaid, you acknowledge and consent that neither we nor our affiliates, officers, directors, employees, servants, agents or contractors or other persons for whom in law may be liable to, will not, under any circumstances, be liable to you for any loss or damages (including, but not limited to, consequential, direct, indirect and special damages, personal injury or death, accuracy or completeness of information included in the Services, punitive or incidental damages and damages or losses of any other kind)) or any other action arising from:
- 18.2.1. any defect, fault, malfunction and/or delay in your hardware and/or software;
  - 18.2.2. any defect, failure, fault and/or delay in connectivity to the Internet;
  - 18.2.3. your use of the Content;
  - 18.2.4. to the extent allowed by law, any defect, failure, fault, delay or unavailability of the Platform, the Content and/or Services for any reason whatsoever;
  - 18.2.5. viruses and/or spam that may infect your Device;
  - 18.2.6. the Platform, the Content, the Services, our systems and/or your information held by us being compromised in any way; or
  - 18.2.7. a third party gaining access to and using your information held by us.

## **19. INDEMNITY**

You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, Content Providers, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms.

## **20. TERMINATION**

- 20.1. We may terminate our agreement with you immediately by written notice to you (i) if you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 (fourteen) days after the service of written notice requiring you to do so; or (ii) if you breach any of the licence restrictions.
- 20.2. On termination for any reason:



- 20.2.1. all rights granted to you under these Terms shall cease;
- 20.2.2. you must immediately cease all activities authorised by these Terms;
- 20.2.3. you must immediately delete or remove the Platform from all Devices, and immediately destroy all copies of the Platform then in your possession, custody or control and certify to us that you have done so;
- 20.2.4. you agree that we may remotely access the Devices and remove the Platform from all of the Devices and cease providing you with access to the Services.
- 20.2.5. You agree that we may, under certain circumstances and without prior notice, discontinue, temporarily or permanently, the Services (or any part thereof) or eliminate your account with or without notice. Cause for termination shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) your engagement in fraudulent or illegal activities. You agree that all terminations for cause shall be made at our sole discretion, and neither we nor our Content Providers shall be liable to you or any third party for any termination of your account, any associated email address, or access to the Services or any portion thereof.

## **21. COMMUNICATIONS**

- 21.1. If you wish to contact us in writing, or if any term in these Terms requires you to give us notice in writing, you can send such communication by e-mail to [support@emguidance.com](mailto:support@emguidance.com). We will confirm receipt of your communication in writing, usually by email.
- 21.2. If we have to contact you or give you notice in writing, we will do so by email.

## **22. IMPORTANT TERMS**

- 22.1. We may transfer our rights and obligations under these Terms to another entity, but this will not affect your rights or our obligations under these Terms.
- 22.2. While we will use our best efforts to ensure that the Platform operates as it was designed by us, we cannot warrant that the Services are compatible with, or will operate with your Device or any software/hardware that you have on your Device.
- 22.3. To protect your personal and confidential information it is your responsibility to protect your Device from access by other persons. You must immediately contact us if your Device is lost or stolen so that we can change your access codes (usernames and passwords) so that unauthorised persons cannot access the Services.
- 22.4. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 22.5. Each of the clauses of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 22.6. These Terms, its subject matter and its formation, are governed by the laws of the Republic of South Africa.