

Evolve Medical (Pty) Ltd

Website Terms and Conditions

By using the website, you agree to be bound by these Website Terms and Conditions. All terms and conditions are material. Please review them carefully before proceeding.

COPYRIGHT NOTICE

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1. DEFINITIONS

- 1.1 “Evolve Medical” means Evolve Medical (Pty) Ltd, a private company registered under the laws of South Africa with registration number 2005/027162/07.
- 1.2 “Personal information” has the meaning assigned to it in POPIA, and “information” has a similar meaning unless the context requires otherwise, and includes any information that identifies or relates specifically to you such as your name and surname, contact details and information you supply when you log on to or submit information on the website.
- 1.3 “POPIA” means the Protection of Personal Information Act (Act 4 of 2013) (“POPIA”).
- 1.4 “Traffic data” means any data processed for the purpose of conveyance of a communication on an electronic communications network in respect of that communication and includes data relating to the routing, duration or time of a communication.
- 1.5 “Web browser” means an application used to access and view this website such as Internet Explorer, Google Chrome and Safari.
- 1.6 “Website” means the internet website with the address <http://www.evolvedmed.co.za> or any website with a URL that is validly registered to Evolve Medical.
- 1.7 “You” / “your” means the user of the website and the services offered by Evolve Medical on or through the website.

2. PURPOSE OF THE WEBSITE

The main purpose of the website is to provide relevant information about Evolve Medical's products and services to the public and as well as client access to Evolve Medical's products and services.

3. CONDITIONS OF ACCESS AND USE

- 3.1 **To avoid any confusion, you agree that these Website Terms and Conditions apply to your use of the website, any third-party website licensed to Evolve Medical and any information accessed via the website.**
- 3.2 **If you are registered on the website, you must keep your access details (username and password) confidential and not allow other people to use them. You accept full responsibility for all activities that occur under your access details and accept responsibility for sharing your username and password with any third party. Any use of your access details shall be regarded as if you were the person using such information.**
- 3.3 Any materials copied from the website are for personal use only. Any material copied must remain intact and that all copies include the following notice in a clearly visible position: **'Copyright ©2021 Evolve Medical. All rights reserved.'** Any copying or redistribution for commercial purposes or for compensation of any kind requires prior written permission from Evolve Medical.
- 3.4 **By using the website, you guarantee that you will not and you will not allow third parties on your behalf to**
- 3.4.1 **make and distribute copies of the website;**
 - 3.4.2 **attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website; or**
 - 3.4.3 **create derivative works of the website of any kind whatsoever.**
- 3.5 **You acknowledge that the terms of the agreement with your Internet provider will continue to apply when using the website. As a result, you may be charged by your provider for access to network connection services for the duration of the connection while accessing the website or any such third-party charges as may arise. You accept responsibility for any such charges that arise.**
- 3.6 **If you are not the payer of the device being used to access the website, you will be assumed to have received permission from the payer for accessing and using the website.**

4. INFORMATION PROTECTION

- 4.1 The website contains confidential information, which is the property of Evolve Medical, its data subjects, its clients and/or its business partners. **Unauthorised disclosure and/or use of this information may incur civil or criminal liability.**
- 4.2 Any of your personal information which you supply to Evolve Medical when using the website will be used by Evolve Medical in accordance with its Privacy Policy and subject to legislation or as otherwise agreed with you.
- 4.3 **You guarantee that all information provided by you on or through the website is true, accurate, current and correct and you undertake to update the information as and when required.**
- 4.4 All information that you provide to Evolve Medical may be stored electronically and with third parties, which parties are bound by strict levels of confidentiality. **These records shall be proof of the information unless you can prove otherwise.**
- 4.5 Evolve Medical takes all reasonable steps to protect your personal information and maintain confidentiality, including by making use of encryption technology. **However, Evolve Medical cannot guarantee the security or integrity of any information you transmit to it online and you agree that you do so at your own risk.**

5. INTELLECTUAL PROPERTY

- 5.1 All trademarks, copyright, database and other intellectual property rights of any nature in the website together with the underlying software code as well as any content made available on the website (e.g., text, graphics, logos, images, etc.) are owned either directly by Evolve Medical or by Evolve Medical's licensors unless expressly stated otherwise.
- 5.2 You do not obtain any trademark, copyright, database or any other intellectual property right of any nature or licence by using the website.
- 5.3 You are not granted any license or right to use any trademark without Evolve Medical's prior written permission and/or that of any third party.

6. WEBSITE ANALYTICS

- 6.1 You may visit the website without providing any personal information. The website servers will in such instances collect the IP address used by the data subject to access

the website, but not the e-mail address or any other personal identifiable information. The information on IP addresses is aggregated to measure the number of visits, the average time spent at the website, pages viewed, etc. Evolve Medical analyses non-identifiable traffic data to improve its services, via a third-party programme, Google Analytics.

- 6.2 Evolve Medical may collect, hold and use statistical information about website visits to help it improve the website. Such information includes –
- 6.2.1 your IP address;
 - 6.2.2 the search terms you used;
 - 6.2.3 the pages accessed on the website;
 - 6.2.4 the links visitors clicked on;
 - 6.2.5 the date and time you visited the website;
 - 6.2.6 the referring website (if any) on which you clicked through to our website; and
 - 6.2.7 the type of web browser you use.
- 6.3 The traffic data is aggregated and is not personally identifiable. Our website analysis will respect any “does not track” setting you may have set on your web browser.

7. COOKIES

- 7.1 Evolve Medical uses industry-wide technologies such as ‘cookies’ to collect information about the use of the website, your preferences and past browsing history. ‘Cookies’ refer to information that is sent from the website to your hard drive, where it is saved. This will allow Evolve Medical to improve its services and your experience when you use the website again.
- 7.2 The ‘cookies’ do not collect any personal information about data subjects.
- 7.3 Users will be able to agree to ‘cookies’ in use when they visit the website for the first time or if the ‘cookies’ used are changed.
- 7.4 If marketing ‘cookies’ are used, users will be offered to option to accept or decline the use of such ‘cookies’.
- 7.5 Any information obtained will be shared with persons or entities to the extent necessary for them to administer and improve the website on our behalf.

8. BREACH, DISCLAIMERS AND LIMITATION OF LIABILITY

- 8.1 Evolve Medical tries to ensure that the most sophisticated technology protects the information on the website. **However, Evolve Medical 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 website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact Evolve Medical (informationofficer@spesnet.co.za) as soon as possible so that the problem can be addressed.

- 8.2 The website and all information, content, tools and materials are provided by Evolve Medical "as is" and on an "as available" basis without warranty of any kind.
- 8.3 Evolve Medical does not guarantee the operation of the website or the information content, tools or materials on the website.
- 8.4 While Evolve Medical makes every effort to ensure that the content and information on the website is complete, accurate and up-to-date, it makes no guarantee about the suitability of the products and services and provide no representation or warranty, express or implied, regarding the accuracy, correctness, truthfulness, reliability and completeness of information contained on the website.
- 8.5 Evolve Medical does not guarantee that the website and/or information, content, tools or materials included on the website, Evolve Medical's servers or any electronic communications sent by it are free from viruses or other harmful components.
- 8.6 The views and opinions expressed on this website, links or attachments hereto do not necessarily reflect the views and/or opinions of Evolve Medical.
- 8.7 Although Evolve Medical is fully committed to providing you with the best possible service, it shall not be responsible for:
 - 8.7.1 any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, epidemics, pandemics, or any other cause beyond the reasonable control of Evolve Medical, or
 - 8.7.2 any inaccurate, incomplete or inadequate information supplied by you and/or obtainable from the website.
- 8.8 The website and all of its component elements, including text, graphics, images, hyperlinks and other materials supplied by third parties, are for general educational purposes only.
- 8.9 You agree to use the website at your own risk.

- 8.10 Evolve Medical, its directors, employees, suppliers and website contributors shall not be liable to you or any other person or entity for, and you agree to indemnify them against, any claim or damages of any kind, including for direct, indirect, special, incidental, punitive and/or consequential damages as well as loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, delict (including negligence), or otherwise, arising from any of the events described in this clause 8, including -**
- 8.10.1 your use of the website or from any information, content, tools or materials included on or otherwise made available to you through the website, including any damage or alteration to your equipment;**
 - 8.10.2 for any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed on the website;**
 - 8.10.3 your actions or omissions that result in a breach of the Website Terms and Conditions;**
 - 8.10.4 any harm suffered as a result of any content or comments posted on the website by any user that are intended or could be construed as harassment, direct or indirect discrimination, threats of whatsoever nature, defamation or intimidation;**
 - 8.10.5 any harm suffered as a result of any content or comments posted on the website by any user involving materials or language that is obscene, pornographic, sexually explicit or sexually suggestive, vulgar or profane, or demeaning in nature;**
 - 8.10.6 any harm suffered as a result of any unlawful use of the website and/or its contents by any user; and/or**
 - 8.10.7 any links to other websites accessed from the website. You also acknowledge that Evolve Medical cannot control the content of or the products and services offered on those websites.**
- 8.11 If you breach the Website Terms and Conditions, Evolve Medical shall have the right to claim damages of whatsoever nature, as well as loss of profits and business, and all legal costs on a scale as between attorney and own client, from you.**

9. TERMINATION OF ACCESS

9.1 You agree that the following actions shall constitute material breaches of the Website Terms and Conditions that shall result in the termination of your registration on the website and use of the website, if applicable:

- 9.1.1 signing in as, or pretending to be another person;
- 9.1.2 transmitting material that violates, or could violate intellectual property rights or the privacy of others;
- 9.1.3 breaching the conditions of access to and use of materials on the website;
- 9.1.4 using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the website;
- 9.1.5 using any content on the website or posting any comments that are intended or could be construed as harassment, direct or indirect discrimination, threats of whatsoever nature, defamation or intimidation;
- 9.1.6 any use of the website involving materials or language that is obscene, pornographic, sexually explicit or sexually suggestive, vulgar or profane, or demeaning in nature;
- 9.1.7 using the website for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting unlawful material; and/or
- 9.1.8 gathering information about others without obtaining prior written consent.

9.2 Upon termination of use as contemplated in this clause 9, the rights granted to you by the Website Terms and Conditions shall terminate.

10. JURISDICTION

The laws of the Republic of South Africa shall govern these Website Terms and Conditions.

11. AMENDMENTS TO THE WEBSITE TERMS AND CONDITIONS

Evolve Medical may in its sole discretion amend the Website Terms and Conditions from time to time without prior notice. The latest Terms and Conditions available on the website shall at all times take precedence over any other version of these Terms. **It is your responsibility to make sure you are satisfied with any changes before continuing to use the website.**

12. FURTHER INFORMATION

If you have questions about these Website Terms and Conditions, please contact Evolve Medical at informationofficer@spesnet.co.za.