



# TERMS AND CONDITIONS

Last updated [05 June, 2022]

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Welcome to Zoie Health. These Terms and Conditions apply to the Zoie Health website, [www.zoiehealth.com](http://www.zoiehealth.com), the Zoie Health Application and community forum. These terms and conditions are to be considered correct when written in English and not using a translation tool.

Zoie is an interactive mobile application (the “**Application**”) and website platform provided by Zoie Health Technologies Proprietary Limited Registration number 2020/921741/07, a private company duly incorporated in the Republic of South Africa.

## 1. AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and Zoie Health Technologies (“**Zoie**”, “**Zoie Health**”, “**we**,” “**us**” or “**our**”), concerning your access to and use of the [www.zoiehealth.com](http://www.zoiehealth.com) website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “**Site**”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions, together with our Privacy Policy and any additional terms and conditions that are referenced herein or that otherwise may apply to specific features of the Site, or to products or services that we make available to you through the Site (all of which are deemed part of this Agreement). If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental Terms and Conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.



The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## 2. HEALTHCARE & WELLNESS SERVICES

Zoie is a platform that connects you to healthcare & wellness practitioners (“**Providers**”) through the use of the Site. All Providers associated with our Site are licensed (where there is a licensing body for that particular speciality) and carefully vetted according to Zoie’s strict selection process.

Zoie offers a means to enable users to book virtual//in-office (Provider’s rooms) consultations and/or communicate with Providers via the Application. Zoie’s “**Services**” as used in this Agreement refers only to our Application, website and related content and does not refer to consultations and treatment that users receive from Providers. Appointments scheduled on the Site are for non-emergency and primary-care health services with Providers. The Site identifies a list of Providers, from which you can choose. It is the responsibility of the user to ensure that they engage the services of the appropriate Provider for their needs. We make no representation or warranty to you that any Provider will be available to perform the healthcare services required, although we endeavour to ensure that all Providers fulfill their obligations. Zoie is not engaged in the practice of medicine, does not provide medical services, and is not a healthcare provider.

The Provider with which you establish a treatment relationship is solely responsible for providing you with services and/or advice. We only act as a technology platform to connect you with the Provider who may be interested in providing you with medical services. We do not warrant or make any representations regarding the quality of the services/advice rendered by the Providers whose services are engaged through our website or Application.

Nothing contained in the Services is or should be considered, or used as a substitute for, medical advice, diagnosis or treatment. Any information contained in the Services should not be relied upon as the basis of any healthcare decision. The Services do not constitute the practice of any medical, nursing or other professional healthcare advice, diagnosis or treatment. Use of the Platform should never cause you to disregard, avoid or delay in obtaining medical advice from your doctor or other qualified healthcare provider because of something you have read through our Application or Website.

Any general advice given by our care team or posted on our blog, website, or app is for informational purposes only and is not intended to replace or substitute for any medical advice, diagnosis, or treatment. We make no representations or warranties and



expressly disclaim any and all liability concerning any treatment, action by, or effect on any person following the general information offered or provided within or through the Site.

## **PAYMENT**

We do not charge you to download the Application and/or to register. You are charged by the Provider when you schedule a consultation with them.

The rates charged by Providers can be found on our website and through the Application. These may be modified or updated from time to time. It is the responsibility of the user to remain informed about the current rates for the appointment and consultation rates made available through the Application.

You agree that you will pay for all services you receive from the Providers, and that Providers may charge you for the services. You are responsible for the timely payment of all fees and for providing Providers with a valid payment method for payment of all fees at all times.

## **3. CONTRACEPTIVE SERVICES**

This section describes the terms and conditions under which we will provide virtual contraceptive consultations, supply digital scripts for and/or monthly delivery of contraceptive pills and insertion/injection of contraceptives in your home (“MyContraceptive Services”) to you. You should understand that by placing an order for any of our MyContraceptive Services, you acknowledge and agree to be bound by these terms and conditions. Please click on the tick box during the order process if you accept them in English. Please understand that if you refuse to accept these terms and conditions, you will be unable to order any MyContraceptive Services from our site. By placing an order you warrant that you are at least 18 years old and are legally capable of entering into binding contracts. You agree that your use of the MyContraceptive Services is at your sole risk.

Our site is only intended for use by people residing in or visiting the Republic of South Africa. We do not have to accept orders for the MyContraceptive Services from individuals outside of the Republic of South Africa.

Any MyContraceptive Services to be provided to you shall be performed by a healthcare provider (“medical provider”), pharmacy (“pharmacy partner”) and/or third party delivery service partner (“delivery partner”) appointed by us as our sub-contractor. You understand that through a contraceptive consultation an affiliated medical provider, through telehealth services, will determine whether a prescription is indicated and appropriate for you, including applicable health information, diagnostic tests, as applicable, and personal information. You further understand and agree that after a consultation or reviewing your information, the medical provider, in his or her independent professional judgment, will determine whether to prescribe you contraceptives, or other medication or treatment.



You consent to delivery of your information to Zoie Health's selected pharmacy partner(s) and delivery partner(s) as part of coordinating desired fulfillment and payment for contraceptives and other medication as part of the contraceptive services.

You assign Zoie Health as your recognised representative for the purpose of receiving your prescribed medication from the partner pharmacies.

Placing an order:

After placing an order via our site, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer by you to purchase our MyContraceptive Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by email or SMS/ text message to confirm the details of your virtual consultation and/or delivery service (together, the "Order Confirmation"). The contract between us (the "Contract") will only be formed when we send you confirmation in accordance with this clause.

You may cancel or rearrange an appointment relating to a virtual consultation on giving not less than 24 hours notice to us, by text message or email. Home consultations may be canceled/rescheduled by giving not less than 48 hours notice to us, by email or on our Whatsapp line. Home consultations not canceled within this time frame will incur a 50% cancellation fee.

Medical aid:

Some of our healthcare providers may or may not be contracted with medical aid schemes. If you intend to pay by medical aid, please select this option when booking the MyContraceptive Service. We operate on an immediate upfront payment basis, unless you opt to pay by medical aid for the purchase of your contraceptive. Should you opt to pay for your consult directly through your medical aid, all consults (including the renewal of scripts) will be charged at medical aid rates.

## SUBSCRIPTION FOR MONTHLY DELIVERY OF CONTRACEPTIVES

Products and pricing:

The price of the MyContraceptive Services will be as quoted on our site from time to time, except in cases of obvious error. These prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation. We will normally verify prices as part of our Order procedure so that, where the correct price of a MyContraceptive Service is less than our stated price, we will charge the lower amount to you. If the correct price of a MyContraceptive Service is higher than the price stated on our site, we will, at our discretion, either contact you for



instructions before providing the Order Confirmation, or reject your order and notify you of such rejection.

Unless expressly agreed otherwise by the parties, payment for all MyContraceptive Services must be by credit or debit card, automatic debit order, or using any legitimate secure payment link sent to you by us. We accept payment with Visa, Maestro, Mastercard, and Visa Electron. We will not charge your credit or debit card until after we have issued the Order Confirmation.

We may in our sole discretion offer you a discount from time to time on the price of our MyContraceptive Services. Please note that the discount will only apply for that specific promotional offer.

Prices are correct as at the time of publication on this Site, but are subject to change without notice. We will take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges, however should there be any errors on the Site, we will not be liable for any loss, damage or expense that you incur in connection with such error, save for in the case of any incorrect purchase price, in which case we will refund to you any amount already paid.

Prices will be displayed in South African Rand and may include VAT. Prices are applicable to payment link and credit card purchases only, include any discounts and may differ when claiming from your medical aid. Prices on this Site apply to South Africa only and products purchased via this Site will only be delivered within South Africa to areas where we deliver.

Should we not be able to fulfill any order at the advertised price due to sold out stock, we will inform you via your elected method of communication. If you have already paid, we will provide you an alternative product (generic), approved by your medical provider, or reimburse you for the rand value you have paid if there is no other alternative medicine available.

From time to time, depending on stock availability, you may receive a generic version of your selected medication, approved by your medical provider. If you prefer not to be given a generic in such cases, please let us know by email on [care@zoiehealth.com](mailto:care@zoiehealth.com)

Returns and cancellations:

Pharmacy laws prohibit Zoie Health and affiliated pharmacy partners from accepting returns of prescription medication for reuse or resale, and all sales are final. The Zoie Health Care Team can be reached at [care@zoiehealth.com](mailto:care@zoiehealth.com) for any queries regarding incorrect medication delivered to you.

While any cancellation of orders will be accepted at our sole and absolute discretion, any cancellation which we do accept will only be accepted in the event that you notify us of your intention to cancel prior to dispatch of the order in question.



## Scripts & renewal:

We will aim to send you your script by email within one hour of your virtual consultation. Although we will make every effort to meet this time frame, certain factors may affect this and we cannot guarantee that your script will be sent in that time frame.

If you are issued a script for a contraceptive you have not used before, your healthcare provider will issue the script for 3 months in order to ensure no adverse effects. Please consult with your provider as soon as you experience any adverse effects. If you are consulting for a contraceptive you have previously been prescribed, your healthcare provider may opt to issue your script for 6 months. Scripts will not be renewed indefinitely and you are required to book another consult if you require a script renewal and have been on your medication for 12 months or more.

In order to qualify for automatic script renewal at no charge, you are required to subscribe to MyContraceptive Services for a minimum period of 3 consecutive months. Automatic script renewals may be processed without notice, therefore please notify us on [care@zoiehealth.com](mailto:care@zoiehealth.com) if you would like to change your script or if you are experiencing any adverse events or any changes in your health status. If you choose not to notify us of any changes to your health status, we will not be liable for any loss or damage due as a result of this. Should you need a script renewal without subscription or without subscription for 3 consecutive months, the fee will be R175.

You have the option to transfer your existing prescription from your current pharmacy to our pharmacy partner. In this case, you are responsible for the legitimate transfer of your script to our pharmacy partner, for dispensing of your remaining repeat prescriptions.

You agree that we may contact the doctors or other health care professionals involved in your care or treatment on your behalf to request clarifications, prescription modifications, or additional refills. You agree to inform Zoie Health of any material changes to your health/medical records that may affect the renewal of your script.

## Payment:

You accept that every month Zoie Health will debit the total value of your order (and any related co-payment required by your medical aid) against the payment method tendered by you during the check-out process. Payment will be effected on acceptance of your order and prior to delivery. By submitting your order you warrant that you are over the age of 18, are authorised to make payment with the payment method and that there are sufficient funds available to pay for the order (including for payment of medication by medical aid, including co-payments as required by your medical aid).

Your subscription will continue for the duration of the time in which your script is valid.





Monthly payments will be processed on the 25th and/or last day of the month. You will be notified when your script is due for renewal at which point you may elect to have your script renewed by the medical provider. Should your payment not be successful, you will be notified by email and provided 48 hours to fulfill payment for the delivery. Any payments after this time will incur a R100 surcharge for delivery. You are free to cancel your subscription to the MyContraceptive Services at any time.

It is your responsibility to pay any out-of-pocket expenses for the medications you receive from us, including any co-payment required by your medical aid plan. When you make a payment for the MyContraceptive Services, you authorise us to keep your credit card/selected payment method information on file for future payments. For continuity of care, you agree to automatic refills to prevent any gap in medication coverage. You may opt out of automatic refills by contacting us. We will automatically charge the credit/debit card on file as each refill & delivery becomes due.

You warrant that we (and our pharmacy partners) are authorised to search a national healthcare database for your medical aid information.

Upon signing up, you designate Zoie Health and its affiliates as your Account representative. Your Account representative will pick up your medications from a licensed pharmacy and deliver them to the address that you provide during the time window indicated to you in the MyContraceptive Services.

Once a prescription is dispensed by the pharmacy, the order is final and cannot be returned or refunded. If you wish to modify or cancel your prescription order, you must notify us within 24 hours of receiving the reminder email or text message that your refill is being prepared. You can make these changes by email to [care@zoiehealth.com](mailto:care@zoiehealth.com).

We reserve the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you. If you would like to amend or cancel your order, please contact us on [care@zoiehealth.com](mailto:care@zoiehealth.com) immediately. We cannot guarantee that we will be able to amend or cancel your order in accordance with your instructions. Orders cannot be canceled once they have been confirmed by us as set out in the section above.

Delivery:

You acknowledge and accept that Zoie Health or its affiliated partners may deliver the prescribed medication, or alternatively make use of a delivery partner and courier the prescription directly to a delivery address you have chosen.

You acknowledge, consent to, and accept that the partner pharmacies and/or delivery partner may contact you from time to time to confirm your personal details and/or regarding the delivery of your medication.

We charge a standard non-refundable delivery fee to deliver to your door and this fee will be displayed during the order process. Although every reasonable effort is taken to



ensure that the delivery costs displayed on the site are correct at the time of your purchase, if a delivery fee is incorrectly displayed, we will not be obliged to deliver products at an incorrect delivery fee. We will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct delivery fee.

Delivery is estimated to occur within 48 working hours from the day that your first order has been confirmed and is subject to stock availability. All subsequent orders will be delivered to your appointed delivery address on a minimum, 28-day rolling cycle. Although we will make every effort to meet the time frame for delivery, certain factors may affect delivery times and we cannot guarantee that every item will be delivered in that time frame. Deliveries will take place during the following hours: Monday to Friday, 9am to 6pm only; there will be no deliveries made on Saturdays, Sundays and public holidays, unless by special arrangement, and at our sole discretion. During the checkout process you will be required to enter your street code and address to determine if you are eligible for delivery, it might not be possible for us to deliver to certain areas. You are required to inform us of any changes to your delivery address by the 25th of the month preceding your next delivery date, failing which, changes to delivery address may, at our discretion, incur an additional charge of R50.

A delivery is considered complete as soon as the parcel is accepted by you or an individual on your behalf at your specified delivery address. Anyone who takes receipt of the parcel is presumed to be authorised to accept delivery on your behalf. For verification purposes, the person accepting the parcel may be required to produce some form of identification (identity document/driver's license/passport). On delivery, we will require you or your authorised representative to sign and print your or their name on a duplicate copy of the delivery note, to confirm receipt. Should nobody be present at the address at the time of delivery, the parcel will be returned to us and you will be contacted to arrange an alternative delivery time. We will attempt a second delivery and if this is unsuccessful, you will be charged R50 (inc VAT) at the third delivery attempt. If the third delivery attempt is unsuccessful, you may request another delivery service at a surcharge of R150 (inc VAT). It is your responsibility to ensure that you or the intended receiver of the products inspect(s) them on arrival and makes known any complaints. The receiver has the right to refuse the parcel if it appears to have been opened or if it has been damaged.

Zoie Health cannot be held responsible for delivery delays or losses due to our delivery partner. Please refer to our appointed delivery partner's terms and conditions for additional information on delivery services:  
<https://www.thecourierguy.co.za/terms-conditions/>

Medical aid claims:

You acknowledge and accept it is your responsibility to provide the correct medical aid scheme details and keep them to date; and you consent to and accept that Zoie Health





and our partner pharmacies may contact you from time to time to confirm your medical aid details.

You acknowledge, consent to and accept that if you elect to claim for your medication costs through the website from your applicable medical aid scheme, that partner pharmacies will make a claim on your behalf, every month that you are subscribed to the MyContraceptive Services.

You acknowledge and accept that you are responsible for all fees due to receive the contraceptive services, including any extra fees charged to you by Zoie Health and the partner pharmacies in the instance that your medical aid claim is rejected by your medical aid scheme provider for any reason whatsoever.

You may claim from medical aid for the purchase of your contraceptive product provided that your medical aid scheme will cover the costs by way of your applicable plan's benefits or through your medical aid scheme savings (or equivalent product). If for any reason, your medical aid payment is not fulfilled or requires a co-payment, we will notify you by email or text message and you will be given the opportunity to make payment by payment link or any method we present to you.

#### Liability & exclusions:

If we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the MyContraceptive Services and not any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

Nothing in this agreement excludes or limits our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All notices given by you to us must be sent to [care@zoiehealth.com](mailto:care@zoiehealth.com) or by text message to our official WhatsApp number. We may give notice to you at either the email or cell phone number you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail or sms/text message is sent. In proving the service of any notice, it will be sufficient to



prove, in the case of an email, that such email was sent to the specified email address of the addressee.

The contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event). Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems' capabilities.

You acknowledge and accept that through the website you can request a prescription for various types of contraceptive and that different types of contraceptives have different risks of adverse events and different side effects.

You acknowledge and accept that it's your responsibility to review, consider and understand the information that Zoie Health, medical providers and partner pharmacies supplies you with before taking the medication you are prescribed, whether it is a contraceptive or any other sexual health orientated scheduled medication.

You acknowledge and accept that if you supply information (including but not limited to your age, weight, height and blood pressure) about yourself that isn't true, correct, accurate and complete, you will be at greater risk of being harmed and/or suffering an adverse event (which can be caused by a number of factors, including but not limited to an allergic reaction, side effects, interactions between medications, smoking, supplements or recreational drugs) by the prescribed medication you are taking. We will not be liable for any loss or damage due to the use of your contraceptive product. Please refer to the package insert for instructions on the use of your medication.

## HOME CONTRACEPTIVE SERVICES

By placing an order for home contraceptive services, you also agree to provide us with the correct physical address for where the consultation will take place. We reserve the



right to not provide home services at locations outside our area of operation (these areas will be determined by us and may or may not be communicated to you before/after you have booked the services). We reserve the right to cancel any home contraceptive services that have been booked and paid for, for any reason we deem necessary and reasonable and we will inform you of such cancellation no later than 24 hours before your appointment, unless under unforeseen circumstances.

By booking for home contraceptive services you agree to give our provider partner the necessary access to the property (building/house/apartment/office/place of dwelling) at your selected address. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any death, loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of our provider partner fulfilling the home contraceptive services at your selected address.

#### **4. EMERGENCY PANIC BUTTON SERVICE**

The emergency panic button services are brought to you by Zoie in partnership with AURA APP Proprietary Limited (AURA) to provide emergency assistance services to Zoie members subscribed for the Zoie+ package. In order to qualify for the emergency panic button services, you need to download the Zoie App, register and subscribe to the Zoie+ membership for a minimum of 3 months. You are free to cancel your subscription to the services at any time.

The monthly subscription fee will be listed on the Zoie App, but is subject to change without notice. We may in our sole discretion offer you a discount from time to time on the price of the Zoie+ membership. Please note that the discount will only apply for that specific promotional offer.

#### **HOW IT WORKS**

- In an emergency situation, you can initiate a panic activation on the Zoie App by pressing the panic button. Location services must be on in the Zoie app for the emergency panic button to be enabled.
- The AURA Controller ("Controller") will receive the panic on the AURA Control Centre with all your information provided at registration (and any additional information that may be required to appropriately assist you in the event of an emergency) and call you back.
- The Controller will get all the information regarding your emergency and dispatch the closest Responders who will begin navigating to your location. The Controller will then update you about the Responder who is responding to your emergency.
- When the Responder arrives at the scene, they will make contact with you,



assess the situation and should there be a need, request any other additional resource to the location like Police, Medical Services or Security backup.

- The Responder will remain on scene and ensure your safety until you are fully assisted.

In the event that you are not able to answer your phone after 2 attempts of the Controller trying to reach you, the callout will be verified and treated as a confirmed emergency. The dispatch procedure will be initiated and an SMS will be sent to you via the AURA Control Centre and another attempt will be made to contact you thereafter.

In the event that you confirm that you are safe and don't need any security or medical help, the Controller will confirm your duress code (which is either your date of birth or the last 4 digits of your phone number). The Controller WILL explain what a duress code is and what it is used for. If your location is not visible, the Controller will ask you to check if your device location permissions are on and ask you to test again. If unresolved, the callout will immediately be escalated internally.

By making use of the emergency panic button services, you consent and acknowledge that we, AURA and all emergency response service providers will have access to your personal information and location details and may process such information as envisaged in the Protection of Personal Information Act, 2013 for the purposes of assisting you in an emergency.

## MANUAL DISPATCH PROCEDURE

If a tech dispatch is not successful or is not available, the AURA Controller reverts to a manual dispatch in one of two forms:

- Single Responder Dispatch: this type of dispatch allows the AURA Controller to select the nearest available Responder with an AURA device in their vehicle and dispatch them through the AURA Portal. Once the Responder accepts the call on their end, the AURA device will navigate the Responder to the scene while the AURA controller has full visibility at all times along with an estimated time of arrival (ETA).
- Manual Dispatch: this type of dispatch is a last resort where either there is a technical glitch or there are no responders with an AURA device in their vehicle within the area. In this case, the AURA Controller makes contact with partner security companies control rooms within the area to dispatch a responder. The AURA Controller relies on an ETA given by their control room and has no visibility of the responder throughout the callout. The AURA Controller maintains contact with the responder's control room for feedback.

NB: If neither of the responders within range that are rung during a tech dispatch accepts the callout for a variety of reasons (e.g. busy with primary alarms, on a break, shift change...), the AURA Controller will revert to a Manual Dispatch.



## INCIDENTS COVERED

<b>Real Incident Types (Dispatch Required)</b>	<b>Non-Emergency Incident Types (No Dispatch Required)</b>
Suspicious Activity	Vehicle Breakdown (No Security Required) Stuck inside Complex
Motor Vehicle Accident	Altercation with 3rd Party (Non-violent)
Vehicle Breakdown (Security Required)	Vehicle Out of Fuel (No Security Required)
Altercation with 3rd Party (Violent)	Vehicle Breakdown (No Security Required)
Suspicious Rider/s	Customer Service Related Queries
Malicious Damage to Property	
User being followed	
Assault	
Theft Out of Motor Vehicle	
Attempted Hijacking	
User not Answering Phone	
Vehicle Out of Fuel (Security Required)	
Attempted Robbery	
Unarmed Robbery	
Theft	
Smash & Grab	
Theft of Motor Vehicle	
Missing Person	
Assault GBH	
Murder	
Rider Abduction	
Driver Abduction	
Use of Motor Vehicle without Owner's Consent	

## 5. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all information, data, source code, databases, functionality, software, icons, website designs, audio, video, advertisements, lay-outs, text, photographs, and graphics on the Site (collectively, the "Content") and the trade names, trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of South Africa, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted,



distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## **6. USER REPRESENTATIONS**

By using the Site, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
3. you have the legal capacity and you agree to comply with these Terms and Conditions;
4. you are not under the age of 18;
5. [if a minor, or not legally permitted to enter into a binding agreement, you have received parental (parent or legal guardian) permission to use the Site. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all of your obligations under these Terms and Conditions.];
6. you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
7. you will not use the Site for any illegal or unauthorized purpose;
8. your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **7. USER REGISTRATION**

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. For security purposes you agree to enter the correct username and password whenever using the Services, failing which you will be denied access. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for the use of the Services. You agree to





notify us immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take reasonable steps to mitigate any resultant loss or harm.

## **8. PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the Site in order to harass, abuse, or harm another person.
14. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in



- providing any portion of the Site to you.
18. delete the copyright or other proprietary rights notice from any Content.
  19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
  20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
  21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
  22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
  23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
  24. use the Site in a manner inconsistent with any applicable laws or regulations.

## **7. USER GENERATED CONTRIBUTIONS**

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, questions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms and Conditions.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of



each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms and Conditions.

4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate laws concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

We disclaim any liability towards any third party regarding your comments and you shall remain accountable towards any third party regarding any harm caused by your comments.

Any comments uploaded by our users, or any authorised experts invited as our guests, are their opinions alone and do not in any way represent our views, opinions, beliefs or values.

Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Site.

You may not disclose any personal contact or banking information whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

## **8. CONTRIBUTION LICENSE**

By posting your Contributions to any part of the Site [or making Contributions accessible



to the Site by linking your account from the Site to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media format and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site.

You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

We may assign and/or sub-licence the above licence to our affiliates and successors without any further approval by you.

## **9. GUIDELINES FOR REVIEWS**

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- (1) you should have firsthand experience with the person/entity being reviewed;
- (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;



(3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;

(4) your reviews should not contain references to illegal activity;

(5) you should not be affiliated with competitors if posting negative reviews;

(6) you should not make any conclusions as to the legality of conduct;

(7) you may not post any false or misleading statements;

(8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **10. COMMUNITY GUIDELINES**

We encourage all users to approach each other with no judgment and with respect especially when disagreeing with one another.

Any post, question or comment in breach of the following rules, may lead to the permanent deactivation of your account. If you see any off-limits content, please report it to us immediately.

We have a zero-tolerance policy for any content which supports racism, bigotry and/or hatred against users or groups based on factors including but not limited to race, ethnicity, religion, sexual orientation, disability, gender or age. Anyone generating content of this nature will be permanently banned from the Site and offending content immediately removed.

We do not allow any selling and trading of goods and we are not equipped to provide a safe space for transactions to occur. We do not allow any advertising, which includes: buying or selling items; selling your services; promoting your business; or promoting commercial events.

We do not allow marketing of businesses and recruiting as part of an incentive sales programme and any content promoting or recruiting for multi-level marketing schemes; content asking for services ; and surveys on behalf of third parties (except Zoie Health



generated polls). We do not allow posts that are seeking dates or arrangements.

## **11. MOBILE APPLICATION LICENSE**

### **Use License**

If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions.

You shall not:

- (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;
- (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

### **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site:

- (1) the license granted to you for our mobile application is limited to a non-transferable





license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;

(2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

## **12. SOCIAL MEDIA**

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party



Account.

By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site.

Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site.

You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

### **13. Marketing and Communications**

By accepting these terms and conditions, you hereby agree to receiving marketing communications from Zoie Health via email, SMS, WhatsApp and social media. You are duly welcome to unsubscribe at any point. Unsubscriptions will be processed and updated by Zoie Health.



## **14. SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding/posted on the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original to you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **15. THIRD-PARTY WEBSITES AND CONTENT**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any



losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **16. ADVERTISING**

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements.

Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

As an advertiser, you agree that such advertisements are subject to our Digital Millennium Copyright Act ("DMCA") Notice and Policy provisions as described below, and you understand and agree there will be no refund or other compensation for DMCA takedown-related issues.] We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

Advertising and other promotional material of third parties may appear on our website from time to time. We do not endorse such third parties or their products and/or services. Your reliance on any information contained in such material is entirely at your own risk.

## **17. SITE MANAGEMENT**

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) otherwise manage the Site in a manner designed to protect our rights and property



and to facilitate the proper functioning of the Site.

## **18. PRIVACY POLICY**

We care about data privacy and security. Please review our [Privacy Policy](#). By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. Please be advised the Site is hosted in South Africa.

If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the South Africa, then through your continued use of the Site, you are transferring your data to the South Africa, and you expressly consent to have your data transferred to and processed in the South Africa.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

## **19. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY**

### **Notifications**

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us.

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable laws you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

All Notifications should include the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site;
- (3) identification of the material that is claimed to be infringing or to be the subject of



infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

(4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;

(5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

### **Counter Notification**

If you believe your own copyrighted material has been removed from the Site as a result of a mistake or misidentification, you may submit a written counter notification to us.

To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

(1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;

(2) a statement that you consent to the jurisdiction of South Africa in which your address is located, or if your address is outside South Africa, for any judicial district in which we are located;

(3) a statement that you will accept service of process from the party that filed the Notification or the party's agent;

(4) your name, address, and telephone number;

(5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;

(6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content





was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

## **20. TERM AND TERMINATION**

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

If you would like Your Content or profile information to be deleted, please contact us at [care@zoiehealth.com](mailto:care@zoiehealth.com)

## **21. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.



Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **22. GOVERNING LAW**

These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of the Republic of South Africa applicable to agreements made and to be entirely performed within the said country, without regard to its conflict of law principles.

## **23. DISPUTE RESOLUTION**

### **Binding Arbitration**

To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms and Conditions (each a "Dispute" and collectively, "Disputes"), any Dispute brought by either you or us (individually, a "Party" and collectively, the "Parties") shall be finally and exclusively resolved by binding arbitration.

YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT. The arbitration shall be commenced and conducted under the applicable Arbitration set by the Arbitrator.

The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced in courts within South Africa, and the Parties hereby consent to, and waive all defenses of lack of, personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such courts.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **24. CORRECTIONS**

All reasonable steps are taken to ensure that the information on our Site, social media channels and email marketing is accurate and up-to-date. We do not, however, warrant



that the content or information displayed is always accurate, complete and/or current. Errors and omissions excepted (E&OE)

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **25. DISCLAIMER**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Nothing contained in the Site should be construed as medical, commercial or other professional advice. Detailed professional advice should be obtained before taking or refraining from any action based on any of the information or material contained in the



Site or any communications provided to you as a result of your registration. Zoie Health makes no claims or representations that any or all of the content of the Site may be lawfully viewed or downloaded outside of the Republic of South Africa, and unless otherwise specifically stated, the content of the Site is directed solely at users who access the Site from the Republic of South Africa.

## **26. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR ANY OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **27. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **28. USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.



## **29. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

All communications sent by us are subject to the applicable provisions of the Electronic Communications Act 25 of 2002, and the terms of our privacy policy, which can be found on our website. In the event that you no longer wish to receive communications from us, you are entitled to 'opt out' at any time.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **30. ONLINE SHOPPING**

You must be 18 years or older to place an order via this Site. You can either register and complete an online shopping profile (you agree to keep your username and password secure and confidential; we accept no liability for any damages suffered or losses incurred from the use or misuse of your password. ), or shop as a guest. When checking out as a guest, you will need to provide personal details and a delivery address in order to complete the transaction. Registration and/or use of our online shopping website constitute your acceptance and agreement to be bound by the Terms of our Site, including the additional online shopping terms below. Selecting a product and adding the product to your shopping basket does not constitute a sale or order. Your order will be deemed to be confirmed once you electronically submit a completed order for one or more products and your payment has been authorised and you have received a tax invoice which will be sent to you via your selected communication method.

## **RETURNS OR CANCELLATIONS**

According to the Medicines and Related Substance Act, NO MEDICINES ARE RETURNABLE FOR CREDIT. The ruling has been made for Health and Safety reasons and is in your best interests. Orders are subject to availability.

While any cancellation of orders will be accepted at our sole and absolute discretion and we provide no warranty that any cancellation of any order will be accepted, any cancellation which we do accept will only be accepted in the event that you notify us of



your intention to cancel prior to dispatch of the order in question.

We reserve the right to debit your payment card for the delivery fees in respect of any cancellations. If you cancel your payment for any reason or if your payment card should cease to be valid for whatever reason, you will nevertheless be bound to pay the full purchase price, including all costs incurred by us relating to the recovery thereof. Without prejudice to any other rights or remedies in law, we reserve the right to cancel forthwith any sale and/or your registration in the event of your breach of any of the Terms.

## **PRODUCTS AND PRICING**

The images of the products reflected in our online catalogue are for illustration purposes only and are subject to availability. Certain products offered for sale by us have been parallel imported. This means that the goods are the original unmodified genuine goods, but they may or may not be imported by the authorised or licenced supplier of the goods. Therefore the warranty on these goods will not be honoured by us but by the manufacturer or its authorised or licensed supplier.

We reserve the right to limit quantities of promotional products. Prices are correct as at the time of publication on this Site, but are subject to change without notice. We will take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of products on the Site, however should there be any errors on the Site, we will not be liable for any loss, damage or expense that you incur in connection with such error, save for in the case of any incorrect purchase price, in which case we will refund to you any amount already paid.

Prices will be displayed in South African Rand and may include VAT. Prices are applicable to cash and credit card purchases only, include any discounts and may differ when claiming from your medical aid. Prices on this Site apply to South Africa only and products purchased via this Site will only be delivered within South Africa to areas where we deliver.

Should we not be able to fulfill any order at the advertised price due to sold out stock, we will inform you via your elected method of communication. If you have already paid, we will reimburse you for the rand value you have paid.

## **PAYMENT AND DELIVERY**

We will debit the total value of your online order against the payment method tendered by you during the check-out process. Payment will be effected on acceptance of your order and prior to delivery. By submitting your order you warrant that you are over the age of 18, are authorised to make payment with the payment method and that there are sufficient funds available to pay for the order.

We reserve the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you. If you would like to amend or cancel your order, please contact us on [care@zoiehealth.com](mailto:care@zoiehealth.com) immediately. We cannot guarantee that we will be able to amend or cancel your order in accordance with your





instructions. Orders cannot be canceled once they have been confirmed by us as set out in the section above. You are, however, entitled to return the products if they are defective.

We currently do not process Medical Aid claims.

We charge a standard non-refundable delivery fee to deliver to your door and this fee will be displayed when you view your cart before checkout. Although every reasonable effort is taken to ensure that the delivery costs displayed on the site are correct at the time of your purchase, if a delivery fee is incorrectly displayed, we will not be obliged to deliver products at an incorrect delivery fee. We will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct delivery fee.

Delivery is estimated to occur within 48 hours (excluding Sundays) from the day that your order has been confirmed and is subject to stock availability. Although we will make every effort to meet the time frame for delivery, certain factors may affect delivery times and we cannot guarantee that every item will be delivered in that time frame. Deliveries will take place during the following hours: Monday to Friday, 9am to 5pm; and Saturday 9am to 1pm. No deliveries will be made on weekends and public holidays. . During the checkout process you will be required to enter your postal code and address to determine if you are eligible for door-to-door delivery, it might not be possible for us to deliver to certain areas. We do not deliver to PO Box addresses.

When delivery is made you will receive a delivery note displaying the detail of items delivered, any items not available, delivery fees and the total amount debited or paid, including VAT.

A delivery is considered complete as soon as the parcel is accepted by you or an individual on your behalf at your specified delivery address. Anyone who takes receipt of the parcel is presumed to be authorised to accept delivery on your behalf. For verification purposes, the person accepting the parcel may be required to produce some form of identification (identity document/drivers licence/passport). On delivery, we will require you or your authorised representative to sign and print your or their name on a duplicate copy of the delivery note, to confirm receipt. Should nobody be present at the address at the time of delivery, the parcel will be returned to us and we reserve the right to charge an additional delivery fee for a second attempt at delivery. If delivery is unsuccessful you will be contacted to arrange an alternative delivery time. It is your responsibility to ensure that you or the intended receiver of the products inspect(s) them on arrival and makes known any complaints. The receiver has the right to refuse the parcel if it appears to have been opened or if it has been damaged.

## **RETURNS**

We will not accept any returns of any products of which the packaging has been removed, opened or tampered with, any products of a personal nature due to hygiene and sanitary considerations or any pharmacy products due to pharmacy law requirements.

Should any item that you have purchased be the subject of any manufacturing defect or failure, or is unsafe, as contemplated in the Consumer Protection Act, 2008 (“CPA”), it



may be returned to us for replacement, within six months of the date of purchase (provided that the product has not expired within such time), subject to the CPA. We and/or our suppliers reserve the right to examine the product and test the product to confirm the alleged defect, failure or safety hazard existed at the time of purchase, before the product will be replaced or refunded.

## **31. MISCELLANEOUS**

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

This Agreement and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Services will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions. In the event of any dispute arising between you and us, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Cape Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

## **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information



regarding use of the Site, please contact us at:

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