

Effective Date: January 1, 2017

## I. Introduction and Eligibility

Please read these Terms of Use (“Terms”) carefully before using the Healthinator Service. These Terms include Healthinator’s Privacy Policy, which is incorporated by reference into these Terms. We have included several annotations in boxes to help explain or emphasize key sections. These annotations are for convenience only and have no legal or contractual effect.

This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly. Your continued use of the Services means you accept any changes.

**Binding Agreement.** These Terms constitute a binding agreement between you and Healthinator and its affiliates and subsidiaries (“Healthinator”, “we”, “us”). “You” and “users” shall mean all visitors to the Healthinator Service. You accept these Terms each time you access the Healthinator Service. If you do not accept these Terms, you must not use the Healthinator Service. If you are under 18 years of age, you represent and agree you possess the legal consent of your parent or guardian to access and use the Healthinator Service.

**Revisions to Terms.** We may revise these Terms at any time by posting an updated version. You should visit this page periodically to review the most current Terms, because you are bound by them. Your continued use of the Healthinator Service after a change to these Terms constitutes your binding acceptance of these Terms.

The terms “post” and “posting” as used in these Terms shall mean the act of submitting, uploading, publishing, displaying, or similar action on the Healthinator Service.

## II. The Healthinator Service

The “Healthinator Service” means any websites, mobile applications, and other services under the control of Healthinator, whether partial or otherwise, in connection with providing an online or digital platform for Healthinator’s services, including [www.Healthinator.co.za](http://www.Healthinator.co.za) and Healthinator kiosks. The Healthinator Service provides a platform that gives you the ability to store and track your own personal information, including certain health-related information.

“Body Measurements” means statistics, such as weight, Body Fat%, Body Mass Index (BMI), blood pressure and pulse measurements, Body Water%, Metabolic Age and other similar information, that we collect about you when you use the Healthinator Service. We do not consider Body Measurements to be Personal Information unless the data is combined with Personal Information.

Healthinator does not give medical advice.

**Medical Advice.** Healthinator does not give medical advice. The Healthinator Service may provide helpful information about you, such as a Healthinator Metabolic Age Score. The information and materials available through the Healthinator Service are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. The Body Measurements and other information in your account may

not always be accurate, complete, or up-to-date and should be used for informational purpose only. You assume full risk and responsibility for the use of information you obtain from or through the Healthinator Service. In addition, we do not recommend or endorse any provider of health care or health-related products, items, or services.

**Privacy and Confidentiality.** Healthinator protects information it receives in conformance with its privacy policy and obligations to businesses with which it may have contractual relationships.

**Permission to Use the Site.** We grant you permission to use the Healthinator Service subject to the restrictions in these Terms. Your use of the Healthinator Service is at your own risk, including the risk that you might be exposed to User Content (as defined below) that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

### III. Children Are Not Eligible to Use the Healthinator Service

**Children.** No part of the Healthinator Service is directed to persons under the age of 13. **IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER.**

### IV. Your Account

You are responsible for your log-in credentials and for keeping your information accurate. You are responsible for any activity resulting from the use of your log-in credentials on the Healthinator Service.

You represent and warrant that the information you provide to Healthinator upon the licensing of the Healthinator Service and at all other times will be true, accurate, current, and complete.

**Your Log-In Credentials.** To use the Healthinator Service, you will have log-in information, including a username and password. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the Healthinator Service and to preserve the confidentiality of your username and password, and any device that you use to access the Healthinator Service.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Healthinator by e-mail to [support@Healthinator.com](mailto:support@Healthinator.com). You will be solely responsible for the losses incurred by Healthinator and others due to any unauthorized use of your account.

### V. Communications

Healthinator may communicate with you by email or posting notice on the Healthinator Service. You may request that we provide notice of security breaches in writing.

You agree to receive email from us at the email address you provided to us for customer service-related purposes.

Text Messages from the Services. By providing Healthinator your mobile telephone number and requesting that we communicate information to you by text message, you consent to receive commercial text messages at that number as requested. We may charge for text messaging services, and standard messaging, data, and other fees may be charged by your wireless service carrier. You are responsible for these charges. You may turn off or unsubscribe from these messages by texting STOP in reply to text messages from the Services. You may also be able to change your text message preferences using the Services.

We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. Healthinator is not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the cellular telephone operator or other networks.

Electronic Notices. By using the Healthinator Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Healthinator Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Healthinator Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at [support@Healthinator.co.za](mailto:support@Healthinator.co.za)

## VI. Healthinator's Content Ownership and Use

Healthinator owns or has rights to all of the content we make available through the Healthinator Service, but you may use it as you use the Healthinator Service. You cannot use our logo without our written permission.

The contents of the Healthinator Service include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other Healthinator content (collectively, "Healthinator Content"). All Healthinator Content and the compilation (meaning the collection, arrangement, and assembly) of all Healthinator Content are the property of Healthinator or its licensors and are protected under copyright, trademark, and other laws. Except as expressly authorized in writing by Healthinator, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Healthinator Service or the Healthinator Content, in whole or in part. You agree that you will not share your user credentials except as specifically authorized by Healthinator in writing.

License to You. We authorize you, subject to these Terms, to access and use the Healthinator Service and the Healthinator Content solely for the personal use of the Healthinator Service, at our discretion, and does not permit use of any data mining, robots, scraping, or similar data gathering or extraction methods. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Healthinator Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Healthinator Content on any copy you make of the Healthinator Content.

Healthinator Marks. Healthinator, the Healthinator logo, and other Healthinator logos and product and service names are or may be trademarks of Healthinator (the “Healthinator Marks”). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the Healthinator Marks.

## VII. Intellectual Property Rights and Your License to Use

You, or the people who allow you to use their content, own all of the content you post using the Healthinator Service. However, aside from Body Measurements, we may use it for any purpose, including in our marketing materials. We may also modify your content to make it work better. It is very important that you have permission to use other people’s content or they may be able to sue you for violating their legal rights.

Healthinator Claims No Ownership. The Healthinator Service may provide you with the ability to create, post, or share content (“Your User Content”). Healthinator claims no ownership or control over Your User Content. You or a third-party licensor, as appropriate, retain all copyright, patent, and trademark rights to any of the content you post on or through the Healthinator Service. You are responsible for protecting those rights.

Healthinator’s Use of Posted Content on the Healthinator Service. By creating, posting, or sharing Your User Content on or through the Healthinator Service, and subject to Healthinator’s Privacy Policy, you grant Healthinator a world-wide, non-exclusive, sub-licensable, royalty-free, transferable license to use, modify, remove, publish, transmit, or display Your User Content for any purpose without compensation to you, including for the purpose of promoting Healthinator and its services. You waive any rights you may have regarding Your User Content being altered or manipulated in any way that may be objectionable to you. Healthinator will not share individualized Body Measurements for use in advertising and personalization outside of the Healthinator Service without your permission. Copies of Your User Content may persist in backup files for a period of time, but will not be available to others. Healthinator reserves the right to refuse to accept, post, display, or transmit any User Content in its sole discretion.

You Acquire No Ownership of Others’ Content. You understand and agree that you will not obtain, as a result of your use of the Healthinator Service, any right, title, or interest in or to such content delivered via the Healthinator Service or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the content.

You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own the content posted by you on or through the Healthinator Service or otherwise have the right to grant the license set forth in these Terms, (ii) the posting and use of Your User Content on or through the Healthinator Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, and (iii) the posting of Your User Content on the Healthinator Service does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of

content you post on or through the Healthinator Service. You also acknowledge and agree that Your User Content is non-confidential and non-proprietary.

The Healthinator Service contains content from users and other Healthinator licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Healthinator Service.

#### V111. Copyright Policy

Tell us if you think a user has violated your copyright using the Healthinator Service, or if you think someone incorrectly reported that you violated his or her copyright.

If you believe in good faith that materials posted on the Healthinator Service infringe your copyright, you (or your agent) may send Healthinator a “Notification of Claimed Infringement” requesting that the material be removed, or access to it blocked. The notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;
2. Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Healthinator Service are covered by a single notification, a representative list of such works);
3. Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Healthinator to locate the material on the Healthinator Service;
4. Your name, address, telephone number, and email address (if available);
5. A statement that you have 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; and
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.

Notices and counter-notices with respect to the Healthinator Service should be sent to Healthinator , 18 Bessemer Street, Amalgam , Johannesburg 2092 , South Africa .

#### IX. Suggestions and Submissions

We appreciate your comments, but if you send us creative ideas, we can use them without compensating you.

We appreciate hearing from our users and welcome your comments regarding the Healthinator Service. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials (“creative ideas”), we shall:

1. own, exclusively, all now known or later discovered rights to the creative ideas;

2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any creative ideas; and
3. be entitled to unrestricted use of the creative ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

#### X. User Content Disclaimers, Limitations, and Prohibitions

You are responsible for your actions when using and relying on the Healthinator Service or content available on the Healthinator Service.

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by users, including but not limited to comments, “likes,” status updates, user activity, photos, and user-to-user messages (“User Content”). You accept that any reliance on material posted by other users or third-party service providers will be at your own risk. By using the Healthinator Service you accept the risk that you might be exposed to User Content that is offensive, indecent, inaccurate, objectionable or otherwise inappropriate.

You are solely responsible for Your User Content on the Healthinator Service. Healthinator does not endorse any, nor is it responsible for, User Content on the Healthinator Service. You assume all risks associated with Your User Content, including anyone’s reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, Your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

Do not do bad things with the Healthinator Service, try to break it, or steal our hard work.

You agree to use the Healthinator Service only for its intended purpose. You must use the Healthinator Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Healthinator Service are prohibited. You may not:

1. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Healthinator Service, user accounts, or the technology and equipment supporting the Healthinator Service;
2. frame or link to the Healthinator Service without permission;
3. use data mining, robots, or other data gathering devices on or through the Healthinator Service;
4. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
5. disclose personal information about another person;
6. harass, threaten, stalk, abuse, or post objectionable User Content;
7. sell, transfer, or assign any of your rights to use the Healthinator Service to a third party without our express written consent;
8. post advertising or marketing links or content, except as specifically allowed by these Terms;

9. use the Healthinator Service in an illegal way or to commit an illegal act in relation to the Healthinator Service or that otherwise results in fines, penalties, and other liability to Healthinator or others; or

10. access the Healthinator Service from a jurisdiction where it is illegal or unauthorized.

## XI. Consequences of Violating These Terms

If you do not act acceptably, we may prohibit your use of the Healthinator Service.

We reserve the right to suspend or terminate your account and prevent access to the Healthinator Service for any reason, at our discretion. We reserve the right to refuse to provide the Healthinator Service to you in the future.

Healthinator may review and remove any User Content at any time for any reason, including activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Healthinator Service.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Healthinator Service.

## XII. Healthinator's Liability

We are not liable for the actions of users when they use the Healthinator Service. We may also change the Healthinator Service at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Healthinator Service or other websites.

Changes to the Healthinator Service. We may change, suspend, or discontinue any aspect of the Healthinator Service at any time, including hours of operation or availability of the Healthinator Service or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Healthinator Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release Healthinator of all claims, demands, and damages in disputes among users of the Healthinator Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Healthinator Service.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Healthinator Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Healthinator Service. Use the Healthinator Service at your own risk.

Third-Party Websites. The Healthinator Service may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.

Rewards Partners. Healthinator does not assume responsibility or liability for any loss, damage, delay, failure of performance, or injury caused by the actions, products, or services of any Rewards Partner, and will not be liable or responsible for those performances, guarantees, warranties, and representations, if any, offered by the U.S. Postal Service, any third party service provider, or any Rewards Partner in connection with the Healthinator Rewards Program or otherwise.

We make no promises and disclaim all liability of specific results from the use of the Healthinator Service.

Released Parties Defined. "Released Parties" include Healthinator and its affiliates, officers, employees, agents, partners, and licensors.

#### A. DISCLAIMER OF WARRANTIES

You use the Healthinator Service at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SITE WILL MEET YOUR EXPECTATIONS AND, AND (iv) ANY ERRORS IN THE SITE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

#### B. LIMITATION OF LIABILITY AND INDEMNIFICATION

We are not liable for anything that happens to you that somehow may be connected to your use of the Healthinator Service. If you use the Healthinator Service in a way that causes us to be included in litigation, you agree to pay all legal fees and costs for Released Parties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HEALTHINATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY



GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SITE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF HEALTHINATOR CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED ZAR100.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Healthinator Content, or (iii) your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding.

### XIII. General Terms

These Terms constitute the entire agreement between you and Healthinator concerning your use of the Healthinator Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect. The English-language versions of the Terms and incorporated agreements, such as the Privacy Policy, contain the binding terms, and any translations into other languages are for convenience only. If the English-language version conflicts with any translation, the English-language version controls.

### XIV. Arbitration, Class Waiver, and Waiver of Trial

All disputes must be resolved in Johannesburg , South Africa. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Healthinator Service.

These Terms and the relationship between you and Healthinator shall be governed by the laws of South Africa . You agree to first contact Healthinator regarding any claim or controversy arising out of or relating to these Terms of Use or your use of the Healthinator Service. You and Healthinator agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Healthinator Service under the rules of the South African Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Johannesburg. You covenant not to sue Healthinator in any other forum. Notwithstanding the foregoing, in the case of temporary or

preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. You agree that Healthinator may recover reasonable attorneys' fees from you if Healthinator prevails in an action for injunctive relief against you.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Healthinator Service or these Terms:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL ;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

#### Contact Information

Healthinator

18 Bessemer Street

Amalgam, Johannesburg 2092

South Africa

info@Healthinator.co.za