

PROTECTION OF PERSONAL INFORMATION – TERMS AND CONDITIONS

General Consent Terms and Conditions

MEDiPOS Medical Scheme (“**MEDiPOS**”) wants to empower all of its members to make the best healthcare decisions and assist you with optimising the utilisation of your benefit option. We want to ensure that you always have access to coordinated, cost effective healthcare without compromising quality.

To improve your access to bespoke and coordinated healthcare solutions, MEDiPOS and its contracted third parties require you to disclose your **Personal and Health Information**.

Your consent, along with that of your dependants, to the disclosure of your and your dependants’ Personal and Health Information is protected by the Protection of Personal Information Act, 4 of 2013 (which came into effect on 1 July 2020) and will be governed by that Act, as well as all other Applicable Data Protection Legislation of the Republic of South Africa.

MEDiPOS acknowledges the great importance of your **Personal and Health Information** and recognises that you and/or your dependants may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with Protection of Personal Information Act, 4 of 2013 and/or any other Applicable Data Protection Legislation.

In the circumstances, MEDiPOS undertakes to continue maintaining the privacy, safety and integrity of your Personal and Health Information, as it has always done. We will not sell, disclose or provide your Personal and Health Information to any unauthorised entities or other third parties for their independent use, without your consent, unless we are by law obliged to do so.

1. Definitions:

- 1.1. “**Administration Services**” means the services required for the effective and efficient administration of MEDiPOS and includes, but are not necessarily limited to, member record management, contribution management, benefit option management, claims processing and management, management of members’ personal, claims and financial information and any other services that are required for the administration of MEDiPOS;

- 1.2. **“Administrator”** means the entity that is accredited as such by the Council for Medical Schemes and appointed by MEDiPOS to provide Administration Services and the relevant Managed Health Care Services to Members and Dependants;
- 1.3. **“AfroCentric Group”** means AfroCentric Investment Corporation Limited, a public company incorporated in accordance with the laws of the Republic of South Africa under registration number 1988/000570/06, and its subsidiaries which include but are not limited to Medscheme, and its affiliates, licensees and/or service providers. For the sake of clarity, the AfroCentric Group includes subsidiaries that are authorised financial services;
- 1.4. **“Applicable Data Protection Legislation”** any of the following, from time to time, to the extent it applies to MEDiPOS–
 - 1.4.1. any statute regulation, policy, by-law, directive, notice or subordinate legislation (including treaties, multinational conventions and the like having the force of law);
 - 1.4.2. the common law;
 - 1.4.3. any binding court order, or judgment;
 - 1.4.4. any applicable industry code, policy or standard enforceable by law;
 - 1.4.5. any applicable direction, policy or order that is given by a regulator; or
 - 1.4.6. any scheme rules applicable to medical schemes and/or mandates and approvals.
- 1.5. **“Beneficiary”** means a registered Member or Dependent of MEDiPOS, entitled to benefits under his or her benefit option;
- 1.6. **“Biometrics”** means a technique of personal identification that is based on physical, physiological or behavioural characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;
- 1.7. **“Competent Person”** means anyone who is legally competent to consent to any action or decision being taken in respect of any matter concerning a Member or Dependant, for example a child’s parent or legal guardian;
- 1.8. **“Contracted Third Parties”** means any appointed providers of services required by MEDiPOS to enable it to fulfil its contractual obligations towards you, relating to your contract of membership, with whom MEDiPOS has concluded legally binding and enforceable agreements which are subject to confidentiality and non-disclosure terms and conditions, which agreements include but are not limited to, MEDiPOS’ agreements with its Administrator, Designated Service Providers, providers of Managed Healthcare

Services, Health Information Exchange providers, information technology and communications providers, specialist professional advisors and the like;;

- 1.9. **“Consent”** means your, or your dependant’s (as the context may require) voluntary, specific and informed expression of will in terms of which MEDiPOS is permitted to process your Personal Health Information;
- 1.10. **“Dependent”** means any person who is recognised as a dependent of a Member under the registered scheme rules of MEDiPOS and is eligible for the benefits of the relevant benefit option selected by the Member of whom he or she is a dependent ;
- 1.11. **“Designated Service Provider”** means a health care provider or group of providers selected by MEDiPOS as the preferred provider or providers to provide any of its Members the diagnosis, treatment and care in respect of one or more prescribed minimum benefit conditions;
- 1.12. **“Effective Date”** means the date on which your membership with MEDiPOS commenced;
- 1.13. **“Electronic Health Record” or “EHR”** means a regularly collated electronic version of a Beneficiary’s current and historical medical status, which shall include all diagnosis, treatment and prescriptions of the Beneficiary, and the Beneficiary’s medical scheme membership profile, inclusive of benefits and benefit limits. This EHR is maintained by the Beneficiary, the Beneficiary’s selected healthcare providers, healthcare facilities and the medical scheme, where the Beneficiary has provided access to the EHR. The EHR will automate access to all information and it will streamline the Beneficiary’s medical management, directly or indirectly through various information technology and communications interfaces developed by your medical scheme;
- 1.14. **“Emergency”** means the sudden and, at the time, unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide such medical or surgical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person’s life in serious jeopardy;
- 1.15. **“Health-Information Exchange” or “HIE”** means the electronic health information exchange established and managed by Contracted Third Parties to facilitate the exchange of clinical data (including Personal and Health Information) by healthcare providers, healthcare professionals and/or medical schemes;
- 1.16. **“Managed Health Care Services”** means clinical and financial risk assessment and management of health care, with a view to facilitating appropriateness and cost effectiveness of relevant health services within the constraints of what is affordable, through the use of rules-based and clinical management-based programmes;
- 1.17. **“Member”** means any person who has been enrolled or admitted as a principal member of MEDiPOS or who is defined as Principal Member in terms of the scheme rules;

- 1.18. **“Member Portal”** means information secured behind an authentication wall which will require a unique username and password combination, and which will grant the User access to customized information pertaining only to the User and those beneficiaries (where applicable) linked to the User;
- 1.19. **“Medscheme”** means Medscheme Holdings Proprietary Limited with registration number: 1970/015014/07, accredited both as an administrator and managed health care organisation in terms of the Medical Schemes Act, 131 of 1998;
- 1.20. **“Personal and Health Information”** means information that identifies or relates specifically to you, all your dependants, and if applicable, your employees. It’s includes but is not necessarily limited to, any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular unique identifiers, biographic information, financial information, physical or mental health or medical information, biometric information, and benefit option plan information;
- 1.21. **“Processing ”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal and Health Information, including:
- 1.21.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 1.21.2. dissemination by means of transmission, distribution or making available in any other form; or
- 1.21.3. merging, linking as well as blocking, degradation, erasure or destruction of information and **“Process”** has the same meaning;
- 1.22. **“POPIA”** means Protection of Personal Information Act, 4 of 2013;
- 1.23. **“Permitted Purposes”** means the purposes that are more fully described in clause 2 of these Privacy Terms and Conditions;
- 1.24. **“Selected Healthcare Providers”** means all healthcare providers, with a valid practice number, who have treated you or your dependant in the last 12 (Twelve) months preceding the date of your application for or who are treating you or your dependant during your membership with us;
- 1.25. **“Site”** means collectively MEDiPOS’ website, Administrator’s website, mobi-sites and applications, including, without limitation, affiliated websites and the Member portals;
- 1.26. **“Users”** means you and any of your dependants who access the site and **“User”** shall have a similar meaning;
- 1.27. **“We”, “us”, “our”** means MEDiPOS, its Administrator and Contracted Third Parties;
- 1.28. **“You”** and **“your”** means the Member and or your Dependants;

2. Permitted Purposes

- 2.1. The purposes for which your Personal and Health Information will be processed by MEDiPOS and Contracted Third Parties are as follows:
- 2.1.1. to assess the risk to be covered by MEDiPOS;
 - 2.1.2. to verify the accuracy, correctness, completeness of any information provided (or not) to MEDiPOS in the course of processing an application for membership or a benefit or processing a claim;
 - 2.1.3. to enable the Administrator to perform Administration Services and the providers of Managed Healthcare Services to provide relevant managed healthcare services, and enforce related contractual rights and obligations flowing from your membership;
 - 2.1.4. to facilitate the recovery of all medical expenses paid by MEDiPOS from third parties that are liable therefor, such as the Road Accident Fund or any other liable person or entity;
 - 2.1.5. to enable you to access and use the Site, including the regular development on the Site;
 - 2.1.6. to market medical scheme products and to activate and prepopulate the Site;
 - 2.1.7. to activate your EHR and enrol you on any managed healthcare programmes and initiatives that will benefit you or your Dependant(s) in managing any healthcare condition and optimise your medical scheme benefits;
 - 2.1.8. to activate your enrolment and participation on the HIE in order to:
 - 2.1.8.1. improve the quality, safety and efficiency of the healthcare that you receive, through an increased administrative and clinical information interchange process, whilst still protecting your privacy; and
 - 2.1.8.2. share your clinical information in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for your benefit,
 - 2.1.9. to collect all information relating to your diagnosis, treatment and care at any healthcare establishment and by any healthcare service provider;
 - 2.1.10. to establish prevention and risk management initiatives of MEDiPOS to deal with fraud, waste and abuse of your healthcare benefit in accordance with your benefit option plan;
 - 2.1.11. to store your Personal and Health Information in a secure cloud based storage facility; and
 - 2.1.12. to market any value-added services by Contracted Third Parties.

- 2.2. You also authorise and consent to MEDIPOS and the Administrator to obtain and share information about your creditworthiness with any credit bureau or credit providers' industry association or industry body. This includes information about credit history, financial history, judgments, default history and information for purposes of risk analysis, tracing and any related purposes.

3. Use and Purpose of Processing Personal and Health Information

- 3.1. You agree that MEDIPOS, the Administrator and Contracted Third Parties (in their respective capacities as the responsible party and/or operators under POPIA and the Applicable Data Protection Legislation) to use, and/or Process your Personal and Health Information for any of the Permitted Purposes.
- 3.2. You acknowledge that you are giving your express consent voluntarily, without being forced, influenced, pressured or harassed to do so.
- 3.3. You are entitled to withhold, withdraw, change or revoke your consent to the processing of your Personal and Health Information for the Permitted Purpose, however you acknowledge that if you do so, we may not be able to provide you with certain services relating to the Permitted Purpose or otherwise. If you wish to withhold, withdraw, change or revoke your consent please contact us at 0860 100 078 or at enquiries@medipos.co.za.
- 3.4. You have the right to inform us when you do not want to receive any direct-marketing automated information and you may opt out of receiving such information by contacting us at 0860 100 078 or at enquiries@medipos.co.za.
- 3.5. You can revoke your consent for any specific healthcare provider, or any other person or provider that has access to your Personal and Health Information, at any time by contacting MEDIPOS or by accessing the Site. As soon as this information is captured and updated, your Personal and Health Information will no longer be shared.
- 3.6. You have the right to request details about and a copy of the Personal and Health Information that we have stored about you and to raise any queries regarding any issue pertaining to the Processing of such information. Please our Client Service Call Centre and/or access the Site to find out how.

4. Disclosure of Personal Information to third parties

- 4.1. You consent to the transfer of your Personal and Health Information to the Contracted Third Parties who will be able to process your Personal and Health Information for the Permitted Purposes.
- 4.2. Contracted Third Parties may be located outside of the Republic of South Africa. Where we transfer your Personal and Health Information outside of the Republic of South Africa, we undertake to comply with all Applicable Data Protection Legislation relating to the international transfer of Personal and Health

Information. We will ensure that any Contracted Third Party to which we may transfer your Personal and Health Information is located in a country that provides the same level of protection of your Personal and Health Information as we are obliged to in terms of POPIA and any Applicable Data Protection Legislation.

- 4.3. You further consent to us collecting your Personal and Health Information from other sources in circumstances where it may be reasonably necessary for the Permitted Purpose or with another lawful purpose that relates to a function or activity that MEDiPOS performs.
- 4.4. You understand our undertaking to keep your Personal and Health Information confidential and to not disclose such records to Contracted Third Parties or any other third parties unless –
 - 4.4.1. we are required by law to make such disclosure;
 - 4.4.2. you consent to such disclosure; or
 - 4.4.3. the disclosure is necessary to deal with an Emergency.
- 4.5. MEDiPOS and the Administrator will provide your Personal and Health Information to any Contracted Third Parties with whom you or your Dependant/s already have a relationship; or where you or your Dependant/s have applied for a product, service or benefit from such Contracted Third Parties. This information will be provided for the administration of your or your Dependents' products or benefits with these parties.
- 4.6. Your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside the Republic of South Africa. We will ensure that the academics and researchers keep your Personal and Health Information confidential and that all data will be made anonymous to the extent possible and where appropriate. No Personal and Health Information will be made available to a third party unless that third party has agreed to be bound by our confidentiality policies. In all instances pertaining to academic research and statistics, you shall not be identifiable.

5. Independent Consent of Dependents

- 5.1. MEDiPOS requires the consent of each Dependent that is registered under the membership of a principal Member.
- 5.2. Each Dependent must furnish us with his or her current contact information, including physical and postal address, telephone or cellular number, and e-mail address, and that Dependent's individual consent. Whenever consent is provided to us by a Dependent, that consent shall be governed by these terms and conditions.
- 5.3. If you are the principal Member providing us with your Dependant/s' Personal and Health Information, you warrant that you have the legally appropriate permission to disclose the Dependant/s' Personal and Health

Information to MEDiPOS for the Permitted Purpose. MEDiPOS shall require written proof that you have the authority to give consent as contemplated in this paragraph.

- 5.4. If you are a Competent Person providing consent on behalf of a Dependant please note that we will process the Dependant's Personal and Health Information only in relation to the Permitted Purposes.
- 5.5. In exceptional cases we may be required by law to disclose your and your Dependant/s' Personal and Health Information to third parties.

6. Security measures and storage

- 6.1. We will take appropriate reasonable technical and organisational measures to protect the integrity and security of your Personal and Health Information. This includes taking reasonable steps to protect your Personal and Health Information under our control from misuse, loss, interference, unauthorised access, modification or unauthorised disclosure.
- 6.2. We will retain and archive your Personal and Health Information for as long as is legally required. Where we no longer require the Personal Information, we will destroy or de-identify the information, unless retention is required by law.
- 6.3. Your Personal and Health Information will be stored in our secure internal servers which meet internationally recognised information security standards and duly comply with the security requirements stipulated by POPIA and all Applicable Data Protection Legislation.

7. Updating Personal and Health Information

- 7.1. You confirm that all Personal and Health Information provided to MEDiPOS at the time of enrolment or activation of your application for medical cover is true and correct.
- 7.2. MEDiPOS endeavours to ensure that the Personal and Health Information it holds is accurate, complete and up to date. However, the accuracy of the information depends to a large extent on the information which you provide to us. Therefore, it is your responsibility to promptly inform us where there is a change to your Personal and Health Information and we will not be liable for any loss or damage that you may suffer as a result of inaccurate or outdated information provided to us, or as a result of your failure to update your Personal and Health Information, or that of any of your Dependents.

8. Changes by MEDiPOS

We may amend these Terms and Conditions at any time without prior written notice to you. We recommend that you regularly check and familiarise yourself with any amended or updated Terms and Conditions. The most recent version of these Terms and Conditions will be always be available at our offices or on the Site.

9. Value Add Products

- 9.1. In an effort to reward Members for their support, MEDiPOS may negotiate benefits with value-add-service-providers for its Members.
- 9.2. Your consent is required for MEDiPOS to share and combine all your Personal and Health Information for any one or more of the following purposes:
 - a. marketing, statistical and academic research; and
 - b. to customise any value add products and services suitable to your needs.
- 9.3. Do you give permission for MEDiPOS, Contracted Third Parties and the Afrocentric Group to provide you and your Dependants with information about insurance and lifestyle rewards and products which have been procured on your behalf by MEDiPOS?
- 9.4. Do you give permission to MEDiPOS to share your and your Dependants' Personal Information – but not Health Information, unless separately authorised by yourself or your Dependant/s with the Contracted Third Parties and the AfroCentric Group?

10. Communication with you

- 10.1. It is your responsibility to provide MEDiPOS with your updated contact information such as your postal and physical address, e-mail address, telephone or cellular phone number in order for us to keep you informed on any developments of its service obligations to you and the changes of these terms and conditions.
- 10.2. We will use your updated contact information as it appears on our records to:
 - a. send you the latest developments in respect of your benefit option plans, claims, available benefits, tax certificates, and any relevant information which may be of interest to you in relation to your membership;
 - b. give you access to your Personal and Health Information, in the event that you have requested access;
 - c. only with your consent, to send you direct marketing material in respect of any value-add services and products;
 - d. send you notifications on any developments concerning your Personal and Health Information with us.

11. Complaints

- 11.1. If you believe that we have used your Personal and Health Information contrary to these terms and conditions, you must first attempt to resolve any concerns with us.
- 11.2. You will be required to email us your complaint or concern to fundmanagement@medipos.co.za.

General contact details

Company name	MEDiPOS Medical Scheme
Postal address	PO Box 921 Westville 3629
Physical address	70 Buckingham Terrace, Pharos House, 3 rd Floor, Westville, 3620
Telephone number	+27 31 267 5000

- 11.3. Should you feel that your concerns are not being addressed you may also contact the office of the Principal Officer at Maria.Masilela@postoffice.co.za.
- 11.4. If you are still not satisfied after this process, you have the right to lodge a complaint with the Information Regulator by completing the Complaints Lodgement Form using the contact details below:

The Information Regulator (South Africa),
SALU Building, 316 Thabo Sehume Street, Pretoria
Ms Mmamoroke Mphelo, Tel: 012 406 4818
Fax: 086 500 3351, infoereg@justice.gov.za

SITE AND ELECTRONIC COMMUNICATIONS PRIVACY TERMS AND CONDITIONS

These Site and Electronic Communications Privacy Terms and Conditions are applicable to all persons who access information which is available on MEDiPOS' website, its administrator's website, mobi-sites and applications, including, without limitation, affiliated websites and member portals (jointly "the Site") provided by MEDiPOS, its administrator and third parties it contracts with. These terms and conditions are in addition to any other general terms and conditions which may be applicable to a user utilizing the Site. In the event of a conflict, these Site and Electronic Communications Privacy Terms and Conditions will prevail.

These Site and Electronic Communications Terms and Conditions equally apply to the use and access to the Site licensed to MEDiPOS, any third party websites, managed healthcare programmes, marketing of medical scheme products, electronic communications with you and to activate and prepopulate the Site.

1 Conditions of Access

- 1.1 In order to access MEDiPOS' Site, users need to have access to an appropriate device with internet browsing capabilities and access to third-party communication services. All costs associated with accessing the Site from such a device/s as well the cost and maintenance of such devices will be for your account and MEDiPOS will not be responsible for these costs.
- 1.2 You must ensure that you have the necessary anti-virus or anti-malware software on any device utilized by you to access the Site. MEDiPOS is not responsible for any error, delay, corruption of data, hacking incident, theft of information, or any other harm that may be suffered as a result of a software malfunction and/or unlawful intrusion.
- 1.3 The possession of an appropriate device and third party communication services does not guarantee that access to the Site will be possible. While every effort shall be made to ensure that the Site is as widely accessible as possible, no guarantee is given that all platforms, devices or operating systems will be supported for purposes of accessing the Site. It is the duty of the user to ensure that his/her device has the capabilities to access the Site.

2 Your Acceptance and Consent

- 2.1 By using MEDiPOS' Site, you expressly agree to all the terms and conditions in this document. If you do not agree to all of the terms and conditions, please do not continue to access the Site.
- 2.2 You agree that these terms and conditions apply to any information accessed via the Site, and to all sections of the Site.

3 Change to this User Agreement

- 3.1 These terms and conditions are subject to change at any time at the instance of MEDiPOS. While every effort shall be made to draw your attention to any changes made to these terms and conditions, the obligation rests on you to ensure that you are familiar with the contents of these terms and conditions.
- 3.2 The most recent updated version of these terms and conditions will apply each time that you access and use the Site.

4 Processing of Personal and Health Information

- 4.1 For the purposes of this document, “**Personal and Health Information**” means information that identifies or relates specifically to you and all your dependants. It includes but is not necessarily limited to, any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular unique identifiers, biographic information, financial information, physical or mental health or medical information, biometric information, and benefit option plan information.
- 4.2 You agree that MEDiPOS may process your Personal and Health Information for all purposes that relate to the Site and the products, services, facilities, tools or utilities offered on the Site.
- 4.3 You confirm that your Personal and Health information may be shared with third parties that MEDiPOS contracts with for the purpose of:
 - 4.3.1 assessing the risk to be covered by MEDiPOS;
 - 4.3.2 to verify the accuracy, correctness, completeness of any information provided (or not) to MEDiPOS in the course of processing an application for membership or a benefit or processing a claim;
 - 4.3.3 the performance of administration services and relevant managed healthcare services and the enforcement of related contractual rights and obligations flowing from your membership;
 - 4.3.4 the use of the Site;
 - 4.3.5 the marketing of medical scheme products and to activate and prepopulate the Site;
 - 4.3.6 activate your participation to the electronic health record (“EHR”) designed by MEDiPOS and enrol you on any managed healthcare programmes and initiatives that will benefit you or your dependant(s) in managing any healthcare condition and optimise your medical scheme benefits;
 - 4.3.7 activate your enrolment and participation on the Health Information Exchange (“HIE”) in order to
 - 4.3.7.1 improve the quality, safety and efficiency of the healthcare that you receive, through an increased administrative and clinical information interchange process, whilst still protecting your privacy;
 - 4.3.7.2 share your clinical information in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for your benefit,

- 4.3.8 storage of your Personal and Health Information in a secure cloud based storage facility;
- 4.3.9 the marketing of any value-add services by third parties that MEDiPOS contracts with.

5 Your Account

- 5.1 Each time you access the Site, you will need to enter the correct access information, or you will be required to take verification steps, to verify your identity and your electronic device.
- 5.2 Should you fail to authenticate yourself on the Site, access will be denied, and you will have to follow such applicable steps as may be prescribed by your medical scheme to re-activate your access.
- 5.3 You are prohibited from sharing your login information with anyone. This includes third party applications and web sites. If you do so you put yourself and your Personal and Health Information on the Site at risk, and MEDiPOS shall bear no responsibility for any harm, loss or damage suffered by you as a result thereof.
- 5.4 If you provide your login details to any third party to enable such a person to access your information on the Site, this will constitute authority by you to such a person to act as your lawful agent. This means that anything that the person does or does not do will be attributed to you, and shall be lawfully binding on you.
- 5.5 You agree that you will not do the following on the Site, which constitutes a material breach of these terms and conditions:
 - 5.5.1 signing in as another person (other than as may be lawfully authorized to do so by such a person);
 - 5.5.2 posting material that violates the intellectual property rights of others or the privacy of others or that is offensive to other people;
 - 5.5.3 using the Site in a way that could be harmful to you, or other users of the Site; or
 - 5.5.4 unlawfully gathering information about others.

6 Electronic Communication and Record

- 6.1 When visiting the Site or sending e-mails to us or use any other medium of electronic communication as may be permissible on the Site, you accept that we can communicate with you by any electronic means.
- 6.2 All records that you send to us may be stored electronically and with contracted third parties, and MEDiPOS shall ensure that these third parties are bound by appropriate levels of confidentiality.
- 6.3 Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded as received upon being sent by MEDiPOS.
- 6.4 If you do not want to receive any electronic communications, you may inform us accordingly.

- 6.5 MEDiPOS takes all reasonable steps to protect your Personal and Health Information and maintain its confidentiality, including using encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

7 Authorised Third Party Access

- 7.1 Where you have authorised third parties to access the Site, you agree that:
- 7.1.1 you are aware that through the use of the Site, they will gain access to Personal and Health Information about you and your dependants;
 - 7.1.2 they will only access the information that you authorised access to, and they will only do so for the purpose for which access has been granted.;
 - 7.1.3 you will not exploit the information so accessed for commercial purposes, or any other purpose which would be to the detriment of your medical scheme or the members and beneficiaries of the scheme;
 - 7.1.4 you confirm that you will protect and maintain the confidentiality of all Personal and Health information obtained from the Site in line with but not limited to the Medical Schemes Act, 131 of 1998, Promotion of Access to Information Act, 2 of 2000, Protection of Personal Information Act, 4 of 2013 and/or Electronic Communications and Transactions Act, 25 of 2002.

8 Indemnity

- 8.1 MEDiPOS makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, but we provide no guarantee about the suitability of the products and services on the Site or whether they are complete, accurate or appropriate to the user. We urge you to take independent professional advice where necessary.
- 8.2 By using this Site, you fully indemnify MEDiPOS, its executives and employees, the board of trustees, its contracted third parties, and you will not hold any such person responsible for any claim relating to your use of the Site.
- 8.3 You agree that all information, including products and services or any terms or conditions relating to such products or services on the Site may change in the sole discretion of MEDiPOS.
- 8.4 All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalizing any transactions. You are required to ensure that the applicable reference numbers, confirmations or other evidence setting out the nature of the transaction conducted on the Site are correct when such information is sent to you, and to utilize appropriate channels in the event of there being a discrepancy.

- 8.5 You accept that some of the information, content, tools or materials on the Site come from external sources (including independent practitioners in the health and wellness industry), and you agree that MEDiPOS is not responsible, and will not be held liable, for any information or content received from these external sources.
- 8.6 You agree that all information provided by you at any time to MEDiPOS directly or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.

9 Phishing and Spoofing

- 9.1 If you receive an unsolicited e-mail seemingly from MEDiPOS that requests you to provide Personal Information (such as your credit card number, user name, or password), or that asks you to verify or confirm any of your information by clicking on a link, it is most likely that the e-mail was not sent by us.
- 9.2 MEDiPOS will never ask for this type of information in an e-mail or through unsecured means, and we strongly recommend that you do not respond to these e-mails or requests for information and that you do not click on the links contained in such communications. We are not responsible for any consequences resulting from your response to any email sent by any person purporting to be your medical scheme.

10 Linking to third party websites

- 10.1 The Site may contain certain images and links to other third-party websites with information, content or material produced by other parties. These linked third party websites are not under the control of MEDiPOS and we are not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.
- 10.2 We provide these links as a convenience to you, and you agree that the inclusion of links does not imply an endorsement by us of the linked website, their business or security practices, or any association with its operators.
- 10.3 Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.
- 10.4 From time to time MEDiPOS likes to reward our members with value added benefits that we have sourced from certain contracted third parties. To gain access to these value-added benefits, we require your permission to provide your Personal Information, but not your Health Information, to our contracted third parties so they can inform you about the value-added benefits that you will qualify for (like reward and insurance). Only once we have your permission will you receive the information about the value added benefits.
- 10.5 You may be given the opportunity to opt in to all communication channels offered by the Site, however, you will have the option of modifying your content by logging into the Site.

11 How we collect your Personal and Health Information

- 11.1 Your Personal and Health Information will be collected, whenever you become a member of MEDiPOS, contact us electronically, or use the services offered by us.
- 11.2 We are also able to collect your Personal and Health Information from any third parties, subject to the terms and conditions which are applicable between you and such a third party, such a third party may share your information with MEDiPOS. While we are committed to protecting your Personal and Health Information against unauthorized disclosure, we will utilize such information received for any such purpose as it sees fit in order to regulate its relationship with you, or to render services to you.
- 11.3 You understand that when you include your dependants on your medical aid, we will process their Personal and Health Information for the activation of our services and benefits. To the extent required, all beneficiaries are deemed to have given consent for their information to be used by MEDiPOS to enable us to provide medical scheme cover and related services to them.
- 11.4 Your and your dependants' Personal and Health information is important to us and we will not provide your Personal and Health Information to unauthorized third parties for their independent use, without your consent.
- 11.5 You agree that your Personal and Health information may be stored electronically in any appropriate secure facility, including a cloud-based facility, which may not be within the borders of South Africa. We endeavour to ensure that your and your dependants' Personal and Health Information is always kept protected and confidential.

12 Correction of Personal Health Information

- 12.1 You have an obligation to notify us if any of your Personal and Health Information has changed or is no longer valid to ensure our records are up to date. You can e-mail us, or phone our contact centre.
- 12.2 If you want to know what Personal and Health Information we hold about you, you will have to complete the Data Request Form available on our website. We will need to verify your identity before providing any of your Personal and Health Information.
- 12.3 We are entitled to charge a fee for this service and will let you know what it is at the time of your request.

13 Personal and Health Information held by a third party

- 13.1 MEDiPOS may enter into arrangements with its administrator or contracted service providers for them to provide services to you. Those arrangements may require us to disclose your Personal and Health Information to them.

13.2 You agree that your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that the academics and researchers will keep your personal information protected and confidential and all data will be made anonymous to the extent possible and where appropriate. No personal information will be made available to a third party unless that third party has agreed to abide by such lawfully required protection and confidentiality protocols. If we publish the results of this research, you will not be identified by name.

14 Changes to these Terms and Conditions

We may amend these terms and conditions at any time without prior written notice to you. We recommend that you regularly check the Site and familiarise yourself with the terms and conditions.

15 Use of Personal and Health Information contrary to the terms and conditions

You have the right to object to the processing of your Personal and Health Information at any time and revoke any consent you have given. You will be required to do so through the appropriate channels prescribed by MEDiPOS.

16 Complaints

16.1 If you believe that we have used your Personal Information contrary to these terms and conditions, you must first attempt to resolve any concerns with us.

16.2 You will be required to email us your complaint or concern to fundmanagement@medipos.co.za

General contact details

Company name	MEDiPOS Medical Scheme
Postal address	PO Box 921 Westville 3629
Physical address	70 Buckingham Terrace, Pharos House, 3 rd Floor, Westville, 3620
Telephone number	+27 31 267 5000

- 16.3 Should you feel that your concerns is not being addressed you may also contact the office of the Principal Officer at Maria.Masilela@postoffice.co.za.
- 16.4 If you are still not **satisfied** after this process, you have the right to lodge a complaint with the Information Regulator using the contact details below:

The Information Regulator (South Africa),
SALU Building, 316 Thabo Sehume Street, Pretoria
Ms. Mmamoroke Mphelo, Tel: 012 406 4818
Fax: 086 500 3351, infoREG@justice.gov.za