**TERMS & CONDITIONS**

**The following Terms and Conditions provide guidance for the use of the CENTURY MEDICA website and related products. We will email a copy of the CENTURY MEDICA Terms and Conditions for your safekeeping.**

If you’re unsure of anything contained within these terms please contact one of our friendly advisors at: info@centurymedica.com, we're always happy to answer any questions.

1. About Us

CENTURY MEDICA is a registered healthcare services provider (PR0286613) with the Board of Healthcare Funders Southern Africa.

All of our doctors are registered independent medical practitioners with the HPCSA (Health Professions Council of South Africa) and may have additional registration with the General Medical Council, UK and other licensing authorities in relevant countries.

Please read these Terms & Conditions carefully as they govern your access, attempt to access and use of the services and products from CENTURY MEDICA.

Your use of DOCPRIVÉ, including this Website (http://www.CenturyMEDICA.com.) and our Mobile and Tablet Applications (together, the “Platform”), are conditioned by your acceptance without modification of these Terms & Conditions and all other rules, policies and procedures that may be published by CENTURY MEDICA on the Platform or otherwise communicated to you from time to time by CENTURY MEDICA (e.g. by email) and at its’ sole discretion (together, the “Terms & Conditions”).

IF YOU DO NOT UNDERSTAND, ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS YOU ARE NOT AUTHORISED TO ACCESS OR USE CENTURY MEDICA AND THE PLATFORM, IN ANY WAY, AND YOU SHOULD LEAVE, EXIT, END YOUR SESSION, CANCEL YOUR APPOINTMENT OR CLOSE YOUR CONNECTION IMMEDIATELY.

1. Emergencies

CENTURY MEDICA is NOT to be used in an EMERGENCY situation

IF YOU THINK OR BELIEVE THAT YOUR SITUATION OR THE PERSON YOU ARE ASSISTING TO USE CENTURY MEDICA, THE PLATFORM AND/OR THE SERVICES IS IN (OR YOU THINK THERE IS THE OPPORTUNITY FOR THE SITUATION TO ESCALATE TO ONE CONSIDERED TO BE) AN URGENT OR EMERGENCY SITUATION, YOU SHOULD IMMEDIATELY CEASE YOUR ATTEMPT TO USE OR YOUR CURRENT USE OF CENTURY MEDICA AND SEEK ALTERNATIVE APPROPRIATE EMERGENCY MEDICAL SERVICES.

YOU SHOULD CALL 911( if you are in South Africa on South African Cell phones) or other emergency medical services in a critical or life-threatening situation, such as if someone has;

* difficulty breathing.
* severe bleeding
* severe chest pain
* loss of consciousness
* acute confused states and fits which aren’t stopping

If you or someone else is having what you believe to be a heart attack or stroke you should DIAL 911 immediately.

GO STRAIGHT TO THE NEAREST ACCIDENT & EMERGENCY IF YOU THINK YOU OR SOMEONE ELSE IS IN AN URGENT OR EMERGENCY MEDICAL SITUATION - YOU SHOULD NOT USE CENTURY MEDICA AND RELATED PRODUCTS.

1. CENTURY MEDICA Platform, Services offered on it and Practitioners:

CENTURY MEDICA and the Platform are owned and operated by CENTURY MEDICA LIMITED (“CENTURY MEDICA ”, “ DOC PRIVÉ BY CENTURY MEDICA”, “DOC PRIVÉ ”, “our”, “us”, “we”).

CENTURY MEDICA is a connective platform, enabling individual members of the public in South Africa and globally (“Customer”, “Customers”, “you”, “your”, “yourself”) to connect in real time or by appointment, via streaming video, chat, instant messaging and picture messaging to participating registered (registered with relevant health licensing authorities, e.g. Health Professions Council of South Africa “HPCSA”, General Medical Council in the UK “GMC” , Department of Health of Taiwan and other relevant registrations) doctors (family doctors known as the “Practitioners”) via the Internet (and/or mobile broadband network) (the “Platform”) in order for Customers to get qualified and professional medical advice and be provided with related administrative services including but not limited to referrals and medical report, only when agreed with a doctor and where supported by CENTURY MEDICA , in consultation on the Platform, Customers may also on the same Platform be provided with private prescriptions for certain medication(s) using the prescription by email (collectively the “Services” or “Service”).

CENTURY MEDICA is the Service Provider and you should contact us with any complaints whether customer service based or those of a medical nature. You expressly understand, accept and agree that when using the Platform the Practitioners that CENTURY MEDICA will connect you with are independent medical professionals that are individually responsible for the medical advice and medical services that they offer to you via the Platform. You also accept during the course of your communication and consultation(s) with Practitioners on the Platform that CENTURY MEDICA ’s liability is limited the services are offered on a self-pay basis and individually to you, at CENTURY MEDICA ’s sole discretion, without question. You choose to use CENTURY MEDICA at your own risk.

CENTURY MEDICA is not a prescription provision or fulfilment service, prescriptions will only be issued by Practitioners under circumstances that are appropriate, legal, responsible and as the result of discussion and mutual agreement being reached between you and the Practitioner by way of you having consultation with the prescribing Practitioner on a CENTURY MEDICA platform. You wholly understand and accept there is no guarantee whatsoever that you will be issued or provided with a prescription for any medication by a Practitioner on CENTURY MEDICA under any circumstances that are not legal, responsible, the result of mutual discussion and agreement and finally the issuing of the prescription is at the sole discretion of the consulting Practitioner themselves.

CENTURY MEDICA agrees to use its best endeavours to connect you to Practitioners, under ever changing circumstances, subject to qualifying connection qualities which are assessed by CENTURY MEDICA from time to time, such assessment is no undertaking that passing such quality assessment tests shall mean a connection is at all possible to be made or maintained, including device processing power and Internet speeds (including but not limited to hardline, landline, broadband, Wifi, mobile, GPRS, 3G & 4G connection or network types) and subject to the availability of Practitioners at the time. CENTURY MEDICA does not undertake to connect you within any given time, even if you have made an appointment at a certain time, or under any specific set of circumstance(s) to a Practitioner when you request a connection or make or have made an appointment, but CENTURY MEDICA will attempt to make a connection once it is requested by you, if it can be requested. CENTURY MEDICA may at its sole discretion deny or refuse you access to its Platform, prevent parts of its’ Platform from working, change its Platform, update its Platform, prevent Practitioners from using its Platform, alter or suspend the availability of its Platform and/or otherwise alter, amend, restrict the Platform it offers to Customers from time to time in any locale, at its sole discretion, without notice, without question and for whatever reason subject to CENTURY MEDICA ’s legal obligation, which it takes very seriously, such as for example the maintenance and availability of medical records.

CENTURY MEDICA’s opening times and appointment times are subject to change and are only made available or unavailable to Customers at the sole discretion of CENTURY MEDICA. Neither CENTURY MEDICA , its partners, agents, licensors, affiliates or suppliers, nor any of the Practitioners you may be connected to on the CENTURY MEDICA platform shall be liable in any way whatsoever for any damages or losses, neither in part or in whole, related to the unavailability of Practitioners on the platform, any and all cancelled appointments however arising, any missed appointments regardless of fault, any failed connections with or without reconnection attempts or any failure by CENTURY MEDICA to enable access to Practitioners at any time and for any reason CENTURY MEDICA shall see fit. If you require medical advice and CENTURY MEDICA is closed, inaccessible or there are no appointments available to suit you or indeed any at all, whether you miss an appointment you have made, start a connection that fails, attend an appointment that has been cancelled or attend an appointment when a Practitioner is not available, despite having an appointment and appointment time confirmed you understand, accept and agree, without question, that it is your sole responsibility to seek and receive and/or get the service including but not limited to: qualified medical advice, help, professional medical assistance and healthcare that you think you need from alternative service providers.

Neither CENTURY MEDICA , its partners, agents, licensors, affiliates or suppliers, nor any of the Practitioners you may be connected to on the CENTURY MEDICA platform shall be liable in any way whatsoever for any damages or losses, neither in part or in whole, related to any information whatsoever or howsoever obtained (directly or indirectly), medical diagnosis, treatment (including but not limited to the provision of a legal prescription for medicines) recommendation, referral, professional advice or any other part of the Services provided by Practitioners on or from the CENTURY MEDICA platform, CENTURY MEDICA website(s) or CENTURY MEDICA mobile applications or any associated CENTURY MEDICA assets including but not limited to advertisements. Furthermore, CENTURY MEDICA and its Practitioners are not responsible for any legal prescriptions provided to you that legal pharmacies refuse to dispense upon. You hold CENTURY MEDICA completely harmless in such circumstances accepting that it absolutely remains the individual Pharmacist's right to refuse to fulfil a prescription and/or dispense medications when presented with a legal prescription. None of this affects your statutory rights.

You accept and agree that any medical advice offered and/or any medical diagnosis, where achieved via consultation on the CENTURY MEDICA platform with a Practitioner is arrived at in large part by your (Customer's) recall and description of the symptoms affecting you or that you are presenting with. Therefore a very significant part of the medical advice/diagnosis you may receive is arrived at based largely on the information that you directly supply at the time of your consultation. It is your responsibility to honestly present information when questioned in as much detail as possible to the Practitioner(s) you are consulting with as you accept this directly affects the outcome of your consultation. You acknowledge that the Practitioner(s) heavily rely on the information that is directly provided by you when providing you with any medical advice/diagnosis.

You understand, accept and agree that you may and will NOT under any circumstances amend, alter or tamper with the contents of any documents created on the Platform and issued to you via the Platform.

If for any reason you are unable to pay for any Service(s) on CENTURY MEDICA, which shall be determined prior to you receiving the Service(s), you agree to hold CENTURY MEDICA and the Practitioner completely harmless under every circumstance for being unable to provide you with the Service(s) as without question the inability to pay for a product and/or acquire it, is your own responsibility exclusively. This is the disabling factor in this instance.

1. Prescriptions by email

Any prescription that you receive via the CENTURY MEDICA platform is only ever valid for use (fulfilment) in South Africa at legal and legitimate South African Pharmacies. A single prescription has a maximum number of medical items that can be included, this maximum is seven (7) medical items and you accept that without question. If you and your Practitioner agree that you require more than seven (7) medical items as a result of your consultation you will need to agree to be charged for multiple prescriptions.

Prescriptions can be provided by Practitioners via the Platform, but will only be provided under circumstances that are in accordance with South African law, subject to the limitations applied by CENTURY MEDICA’s clerical team from time to time and at the prescribing Practitioner's sole discretion using their qualified professional judgment.

You understand and accept that there is absolutely no guarantee that you will, nor are you entitled to, receive a prescription of any kind or for any medicines whatsoever through the use of the CENTURY MEDICA Platform, the Services or by way of a consultation with a Practitioner.

Please be aware that CENTURY MEDICA’s clerical team has restricted some of the medicines that Practitioners may prescribe on the Platform. There are certain medicines that will not be issued by Practitioners on CENTURY MEDICA.

These include:
1. Any medicines classed as controlled or restricted drugs/substances under the MEDICINES AND RELATED SUBSTANCES ACT 101 OF 1965 and all its’ amendments;
2. Unlicensed medications;
3. Sedatives or sleeping tablets;
4. Strong analgesics;
5. medications that need to be initiated by a hospital consultant specialist. Please note we are able to refer you on to see a relevant consultant by private referral (we charge for referral letters, see our Costs).

You understand, accept and agree that any prescriptions you acquire via your legitimate use of the Platform and or any consultation with a Practitioner via CENTURY MEDICA are solely for personal use. Furthermore, you undertake and agree to fully and carefully read all the information provided to you and follow the instructions provided by the Practitioner(s) whether via instructions on the prescription(s) itself (the label applied by the pharmacy), by way of letter to you or verbally, prior to taking any of the prescribed medicines. You also understand, accept and agree to contact a Practitioner, another doctor, your own GP or a pharmacist if you have any questions whatsoever or do not understand in part or in full the reasons you have been provided with a prescription for any medication or the instructions provided or related to the medication that has been prescribed to you.

The prescriptions you can acquire via CENTURY MEDICA are private prescriptions only. You cannot acquire public hospital prescriptions via the Platform. You accept that private prescriptions are fulfilled at a charge, those charges are unique to the fulfilling pharmacy and not under the control or influence in anyway of CENTURY MEDICA or the Practitioners prescribing medicines via the Platform. It is your choice as to whether you have that prescription fulfilled and at what cost.

You accept and agree that CENTURY MEDICA charges in accordance with the Costs (which make up part of these Terms & Conditions to the extent that they are together one document) administration fees for every prescription that is issued via the Platform. You understand, accept and agree that you must pay the Prescription Administration Fee prior to a prescription being created (and delivered) by a Practitioner via the Platform and that once delivered to you this fee is non-refundable. You understand and agree that prescriptions by email are deemed to have been delivered to you once the CENTURY MEDICA Platform marks the email containing the attached prescription as “correct” and “sent” including time and date stamping the sending of that prescription for CENTURY MEDICA ’s records. Such records shall be accepted by you, without question, as proof that we have sent your prescription and fulfilled our obligation to provide such a prescription and are deserving of the related Costs, charges and/or fees. You accept that CENTURY MEDICA is not responsible for the spam, junk or mail receipt prevention tactics of your email service provider/host who may for whatever reason and outside of CENTURY MEDICA’s control prevent emails from us containing information and/or documents that you require and/or have paid us for from reaching you. In these instances you understand and accept that you must take such access issues up with your email provider and not CENTURY MEDICA.

You accept that CENTURY MEDICA enables access to prescriptions that you acquire and are delivered email using a pass-code. Such pass-code(s) are issued by CENTURY MEDICA only and only valid (in the sole opinion of CENTURY MEDICA ) CENTURY MEDICA pass-codes, those exclusively provided by CENTURY MEDICA , shall be used or attempted to be used by you to unlock or gain access to a prescription issued by email by CENTURY MEDICA . You accept and agree that CENTURY MEDICA’s prescription pass-codes expire after 30 days and you will no longer be granted access to that prescription, unless you request a new code and CENTURY MEDICA agrees to provide such a code, at its discretion. You acknowledge, accept and agree that CENTURY MEDICA may charge additional fees for re-issuing pass-codes. If you lose your prescription a copy may be issued, subject to the prescribing Practitioner agreeing to re-issue said prescription. There is no guarantee that the prescribing Practitioner will agree to re-issue your lost prescription whatsoever and you hold us and the Practitioner harmless in the event that the Practitioner refuses to re-issue you with a prescription. In the event that the Practitioner re-issues your lost prescription you will be charged in accordance with the current Cost for a “Copy”. In order to request a prescription previously issued via the Platform to be re-issued please got to My Account or contact Customer Services.

If you are offered the opportunity by a Practitioner to acquire a prescription via the Platform then you may choose to receive your prescription using the delivery services described below, which are charged at the relevant Costs at the time of selection and purchase.

If you acquire a prescription we will deliver it to the address (email) that you have provided in your account, which is located in My Account. You accept that it is entirely your responsibility to ensure that the details you lodge about yourself are at all times accurate and up-to-date and that if for any reason they are not correct and that fault results in a delivery from us failing, you indemnify and hold us harmless against any claim or loss whatsoever or howsoever arising, because we are not responsible for ensuring that you have entered your details correctly, you are.

You understand and accept that a prescription may have multiple medicatons prescribed on it (subject to agreement with the Practitioner) up to a maximum of seven (7) items. A Practitioner may only be able to issue certain Medications on separate prescriptions, where and when this is the case at the sole discretion of the Practitioner we will require a prescription administration fee to be paid for each prescription created for you prior to the Practitioner creating the prescription. You must accept these charges in order to be sent each prescription.

In the case of Repeat Prescriptions, your chosen card in My Account will be charged in accordance with our Costs for the Service that you are receiving/using prior to us creating your repeat prescription for that month at the standard rate, at that time, of the Prescription Administration Fee. Your chosen method of delivery will also be charged at that same point. For any reason should your payment be declined we will be unable to create a repeat prescription for you and we will notify you by email and offer you the opportunity to provide other payment details. Once your Repeat Prescription has been created it will be deemed to have been received by you within twenty-four (24) hours for prescriptions by email.

1. Prescription Delivery Services:

Prescriptions by email

The cost of delivering your prescription once only by email is included in the Prescription Admin Fee you pay in relation to that individual prescription as shown in our Costs and may vary from time to time at the sole discretion of CENTURY MEDICA .

You will require a pass-code to open and access the content of the PDF file we will send you by email that contains your prescription. This is for data security reasons. This pass-code will be messaged to the mobile phone number you have provided in My Account. You understand and accept that after 30days from the date it was created the PDF containing your prescription will become an inaccessible file, whether you have opened it and used its contents or not and under these circumstances if you have not used it, but wish to, your prescription will be classed as a lost prescription and you will need to request a new prescription or for it to be re-issued, which may carry with it an additional charge, at CENTURY MEDICA’s sole discretion.

If you do not Contact Us and inform us of an issue, we will deem your prescription by email to have been received by you within twenty-four (24) hours of us marking it as sent. You accept and agree to hold us, and the Practitioner harmless without question under these circumstances.

1. Practitioners & choice:

The Practitioners that you can access on CENTURY MEDICA may not be specified by you at this time and you cannot make any preferential choice with regard to the Practitioner that you are connected to, unless CENTURY MEDICA provides these options to you on its Platform which it may choose to do from time to time and at its sole discretion. CENTURY MEDICA does not make any guarantee whatsoever as to the continued availability of any single Practitioner that you could be connected to on the Platform at any time. CENTURY MEDICA does not make any representation or give any warranties regarding the Practitioners' training, qualifications, or skill, although we do as required by our regulator and South Africa law make appropriate checks to ensure certain aspects of the Practitioners' validity, such as their right to practice in South Africa. Practitioners and the health-related information, medical advice and/or medical diagnosis provided by Practitioners on the platform, or that given, if given at all or in any form, or you believe we have given to you, is based on the personal health data (and/or information verbal and written) as provided by you, or on personal health data that you authorise us to obtain, or you provide to us by way of uploading such information to our database(s).

You warrant without exception that the information you provide us with about you, by any means, is honest, legitimate, an accurate representation of you and your situation as you see it. Where this information is provided as medical records from other medical services providers about you, or any other information about you that is not derived from you on the platform by a Practitioner in a CENTURY MEDICA consultation, you warrant wholly and without question that such additional information is real, original or a copy of an original, accurate, true, legally provided and un-tampered.

You fully understand and accept that you may choose to give access to certain portions of your medical records, but by that doing so this may interfere with the care you receive from Practitioners on our platform and/or your care generally. Furthermore, you accept that the advice you receive on our platform is based in large part on the information that you provide about yourself. The information’s accuracy is paramount and your responsibility.

1. Your CENTURY MEDICA Account

In order to access the Platform and the Services, you represent and warrant that you are at least eighteen (18) years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms and Conditions, register for the CENTURY MEDICA Services on the Platform under your own name and to use the CENTURY MEDICA Services and Platform in accordance with these Terms and Conditions and abide by the obligations hereunder.

You agree to fully, accurately and truthfully create your CENTURY MEDICA Account, including, but not limited to, your name, postal address, mobile telephone number (do not provide landline telephone numbers in place of mobile numbers), email address and password, which become your CENTURY MEDICA Account Details.

Your CENTURY MEDICA Account Details are personal to you and you are solely responsible for maintaining their confidentiality, and for all activities that occur under your CENTURY MEDICA Account Details. You agree to prohibit anyone else from using your CENTURY MEDICA Account Details and you agree to immediately notify CENTURY MEDICA of any actual or suspected unauthorised use of your CENTURY MEDICA Account Details or any other security concerns, whatsoever, whensoever or howsoever arising immediately upon you becoming aware of them.

In order to determine your compliance with these Terms and Conditions we reserve the right, but not the obligation, to monitor your access to and the use of the Platform and the Services. CENTURY MEDICA may, at its sole discretion, refuse to provide Services for actual or potential misuse of these Platform and/or Services, or for an actual, attempted or suspected noncompliance with these Terms and Conditions.

CENTURY MEDICA reserves the right to refuse access to its Platform anytime to anyone, at its sole discretion from time to time, whether the user has previously successfully ‘registered’, visited, used the Services, received Services or not.

The regulations stipulate that we may not consult with, triage or give medical advice to children or young persons under the age of 16 (whether accompanied by an adult or otherwise).

Further, we may not provide medico-legal documents such as sick note (medical certificate) and disability assessment as we will not be able to authenticate your identity.

1. Security:

CENTURY MEDICA may contact you by telephone or email to verify your CENTURY MEDICA Account information. CENTURY MEDICA may request further information from you and you agree to provide such further information to ensure you have not fraudulently created your Account.

If you do not provide this information in the manner requested within seven (7) working days of the request, CENTURY MEDICA reserves the right to suspend, discontinue or deny your access to and use of the Platform and Services, until the information is provided by the Customer to CENTURY MEDICA as requested and to CENTURY MEDICA’s satisfaction.

1. Modification to Terms and Conditions:

Please print and keep a copy of these Terms and Conditions. CENTURY MEDICA reserves the right to modify the Terms and Conditions periodically, for any reason, and without notice. The most current version of these Terms and Conditions can be accessed at any time by selecting the “Terms” link in the footer of the Platform.

Please review the Terms and Conditions often so you will be apprised of any changes made. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the Services on our Platform. Unless we expressly note otherwise, these Terms and Conditions incorporate and supersede any other Terms and Conditions associated with the Platform and/or the Services. CENTURY MEDICA has the right to limit, suspend, discontinue or deny your access to and use of the Services at any time, and without notice, to anyone who violates or attempts to violate these Terms and Conditions as CENTURY MEDICA considers appropriate or necessary at its sole discretion, including but not limited to (1) security reasons (2) alleged or suspected breach of these Terms and Conditions, or (3) the protection of intellectual property.

1. The Information Provided By You

As part of the registration process, you are required to provide us certain personal information. It is your responsibility to update CENTURY MEDICA as promptly as possible with changes to your personal and/or medical information so that all records are current, complete and accurate. At any given time, you may be notified that information may be available for your review that is considered private and possibly time-sensitive, you should be aware of this and let this make up part of your decision making process when determining which email address you use to make up your CENTURY MEDICA Account Details. You are obliged to provide us with the following information:

1. Changes to your legal name
2. Changes in email address
3. Change of postal address, including postal code
4. Change of mobile telephone number (you are not permitted to use landline numbers in place of a mobile telephone number)
5. Change of debit or credit card number
6. Change of debit or credit card expiration date
7. Change of debit or credit card valid from date
8. Change of debit or credit card issue number
9. Change of the postal address used as the billing address for any credit or debit card registered in your CENTURY MEDICA Account

1. Electronic medical Records

Your CENTURY MEDICA Electronic medical Record is created for you to enter (by way of consultation with a Practitioner only), store and access your personal health information (PHI) online, including medical history, current health conditions, symptoms, complaints, allergies and medications, and for your Practitioner to record the results of his or her medical encounters with you in accordance with his or her obligations under applicable HIPPA (Health Insurance Portability and Accountability Act of 1996), United States legislation that provides data privacy and security provisions for safeguarding medical information. With regard to creating and maintaining your record(s). Any information provided as part of a consultation which may be made up of Video, Chat Messages, Pictures Exchanges or Snapped becomes part of your CENTURY MEDICA Record when attached to the records by your Practitioner. You agree to provide accurate, current and complete information about yourself for your CENTURY MEDICA Record and to ensure that if you want a particular detail added to your Record, it is your responsibility to express this view to your Practitioner whilst in consultation. For additional information regarding use of your CENTURY MEDICA Record, please see our Privacy Policy. It is your responsibility to confirm any third party information, or information regarding a minor child of whom you are a parent or legal guardian during a consultation with a Practitioner so as to ensure the accuracy of your CENTURY MEDICA Electronic medical Record. CENTURY MEDICA is not responsible for maintaining data arising from use of the CENTURY MEDICA Services. CENTURY MEDICA reserves the right to maintain, process, review, delete or destroy all communications and materials posted or uploaded to the CENTURY MEDICA Platform pursuant to its internal policies. Please note that it is solely your Practitioner's obligation to use the information included in your CENTURY MEDICA Electronic medical Record in accordance with their legal obligations as Practitioners, including, without limitation, obtaining any consents or authorizations that may be required for your information to be shared with other participating providers. However, by requesting a consultation through CENTURY MEDICA’s Platform, you agree to disclose the contents of your complete CENTURY MEDICA Electronic medical Record to the Practitioner who will conduct your consultation.

If you would like a copy of your CENTURY MEDICA Electronic medical Record please contact us: info@centuryMEDICAl.com. We recommend that all Customers do this periodically so that they can share this information with all their medical service providers and medical insurers.

1. Information Resources (Opt-IN):

By registering and subscribing to CENTURY MEDICA ’s Platform you are agreeing to opt-in to the receipt of newsletters and other information regarding common medical and health related topics or preventive care messages containing specific medical and health-related information, links to other related Web sites and specific questions related to your CENTURY MEDICA Record. Additionally, CENTURY MEDICA makes available self-care informational services that provide general medical and health information. These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific advice, medical diagnosis and treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by CENTURY MEDICA . Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment, emergency medical services or urgent care. The information contained in these communications and resources are compiled from a variety of sources and may or may not be considered authored by CENTURY MEDICA . CENTURY MEDICA makes no warranty as to the content of these materials or the information contained therein, or represents or warrants that any particular drug or treatment is safe, appropriate or effective for you. If you do not wish to receive such communications, you may opt-out at any time by going to My Account and selecting Communication Preferences, where you can find a useful dashboard.

1. Limitations on Use

You agree that you will not use the Platform or Services in any unlawful way and/or for any unlawful purpose. You will not post or transmit a message (where written verbal or over video) under a false name, or use the network resources of CENTURY MEDICA to impersonate another person or misrepresent authorization to act on behalf of others (including but not limited to Practitioners) or CENTURY MEDICA . All messages transmitted via CENTURY MEDICA and its Platform should correctly identify the sender. You may not alter the attribution of origin in electronic mail messages or posting. You will not allow another person or entity to use your CENTURY MEDICA Account Details, username or password to access or use the Platform or the Services, or post, communicate in your name or view comments. You will not attempt to undermine the security or integrity of computing systems or networks of CENTURY MEDICA , its Platform, its Partners, or those accessed through or with their product, and must not attempt to gain unauthorized access. You may not harvest or collect personal health information about any other individual who uses the Platform or Service. You may not post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Platform or the Services. You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of the Platform or the Services. You will not use robots or scripts with the Platform. You will not attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received by this Platform. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser’s cookie setting.

You further agree that any information you provide or use on the Platform, and your use of the Platform or Services will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

CENTURY MEDICA maintains the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

All customer-specific information provided by you in connection with Services shall be governed by our Privacy Policy. As part of these Terms and Conditions, you acknowledge that you understand, have read and accept all terms and conditions contained within our Privacy Policy. CENTURY MEDICA reserves the right to terminate any account that does not include a valid email address and mobile telephone number (not a landline) on file as part of that individual's CENTURY MEDICA Account Details. Both the email address and mobile telephone number must be stored in the profile for your Account on the CENTURY MEDICA system.

1. Operational Functionality

CENTURY MEDICA reserves complete and sole discretion with respect to the operation of the CENTURY MEDICA Platform and Services. CENTURY MEDICA may, among other things withdraw, suspend or discontinue any functionality or feature of the CENTURY MEDICA Platform and/or Services. CENTURY MEDICA is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers. CENTURY MEDICA is not responsible for maintaining information arising from use of the Platform or in respect of the Services. CENTURY MEDICA reserves the right to maintain, delete or destroy all communications and information posted or uploaded to the Platform or Services in accordance with its information policies.

1. Temporary Use License Granted

For the duration of being logged into your valid CENTURY MEDICA Account using your CENTURY MEDICA Account Details only, you are hereby granted a non-exclusive, non-transferable temporary license, subject to these Terms and Conditions to use the Platform and the Services solely for personal, non-commercial use. The Customer is not granted a license or any other right to store any of the Services (including any portion of the software or documentation) on any computer or other device, or copy or otherwise use such information to create derivative works.

1. Intellectual Property

With the exception of your Electronic Medical Records, CENTURY MEDICA retains all right, title and interest in and to CENTURY MEDICA , the Services and any information, products, documentation, software or other materials on the Platform, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing, except for Information on the Site licensed by CENTURY MEDICA , and in that case, the license provider retains all right, title and interest therein. The information available through the Platform and the Services is the property of CENTURY MEDICA , or if licensed by CENTURY MEDICA , the license provider.

You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with the Platform or the Services. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Services (which includes its software and documentation), create derivative works based on or in any manner commercially exploit the Platform or the Services, in whole or in part. You agree that violations by you, any other person or entity, of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of this Agreement will be prosecuted to the fullest extent of the Law under the exclusive jurisdiction of the courts. The final choice of whether a customer is in violation of any of these policies is at the sole discretion of CENTURY MEDICA . Nothing contained on the Platform should be construed as granting, by implication, estoppels, waiver or otherwise, any license or right to use any trademarks, service marks or logos displayed on the Platform without the written grant thereof by CENTURY MEDICA or the third party owner of such trademarks, service marks and logos. The Platform may contain other proprietary notices and copyright information, the terms of which you must accept and agree to follow.

1. International Use

The Platform and the Services are designed for and intended for users in South Africa and other applicable members of the international community. CENTURY MEDICA makes no representation that the information and/or the services provided on the Platform or through the Services are applicable to, appropriate for, or available outside South Africa or indeed appropriate or fit for use.

1. Legal Notices and Disclaimers

Medical Disclaimers: CENTURY MEDICA makes no representation or warranty as to the content of any treatment response from any Practitioner. Practitioners are independent contractors and not employees of CENTURY MEDICA . You and your Practitioner are solely responsible for all information and/or communication sent during a video/chat/picture message consultation or other communication. CENTURY MEDICA does not guarantee that a video/chat/picture message consultation is the appropriate course of accessing advice or indeed the appropriate course of treatment for your particular health care concern, medical issue or problem. Furthermore, CENTURY MEDICA is not a substitute for your primary care provider. You agree to contact your doctor immediately should your condition change or your symptoms worsen (if you are not registered with a doctor you agree to contact your local hospital and explain your symptoms). If you require urgent care, you should contact your nearest emergency services centre immediately. Do not contact CENTURY MEDICA in urgent or emergency situations or any situations where you believe it could escalate to require emergency medical services.

1. Content Disclaimers:

No information whatsoever or howsoever found on this Platform should be relied on as medical advice, professional or otherwise. Nothing contained on this Platform should be construed, directly or indirectly, as the practice of medicine by CENTURY MEDICA . Should there be an issue with any of the medical services you receive from independent Practitioners on the Platform only, you can Contact Us. The information and Services provided on or through this Platform are intended solely as general educational material and provide a mechanism to find and connect to a Practitioner who, subject to his or her professional responsibilities, may or may not provide you with medical care of some type. Always seek the advice of a doctor or other qualified healthcare provider concerning questions you have regarding any medical condition, and before starting, stopping or modifying any treatment or Medication. Never delay in obtaining medical advice or disregard medical advice because of something you have, heard, experienced, interpreted or seen on this Platform. CENTURY MEDICA makes no warranties or representations as to the accuracy of the information provided on the Platform, and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on the Platform. You assume the entire risk of loss in using the Platform and information contained in the Platform.

1. General Disclaimers:

YOU ACKNOWLEDGE THAT YOUR USE OF THE CENTURY MEDICA PLATFORM AND THE SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS PLATFORM ARE PROVIDED "AS IS" AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW CENTURY MEDICA AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, CENTURY MEDICA AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE CENTURY MEDICA PRODUCTS AND SERVICES PROVIDED HEREUNDER. CENTURY MEDICA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE CENTURY MEDICA PLATFORM OR SERVICES.

CENTURY MEDICA does not endorse the promotions, products, or services of any third parties. CENTURY MEDICA does not warrant or validate the information of any third party advertisements, promotions, communications or other materials. CENTURY MEDICA does not assume any responsibility or liability for the accuracy of information contained in this Platform or any third party web sites.

1. Service Reliability and Warranties

CENTURY MEDICA makes no warranty that the Platform or the Services will meet your requirements, or that the Services will be uninterrupted, timely, 100% secure, or error free, or that defects, if any, will be corrected. This includes loss of data resulting from delays, and any service interruption caused by CENTURY MEDICA employees, directors, partners, agents or affiliates. CENTURY MEDICA is not responsible for transmission errors, corruption or compromise of data carried over local or interchange telecommunication carriers.

CENTURY MEDICA will take all reasonable precautions to protect against failure of our equipment and software. The Customer acknowledges and agrees that interruptions in service can and may occur, and that CENTURY MEDICA shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the Platform or the Services. The Customer acknowledges and agrees that data may be lost or corrupted in connection with use of the Platform or the Services. CENTURY MEDICA may perform regular back-ups of all data stored, but shall have no liability whatsoever to Customer in the event all data is lost or destroyed. The Customer acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Platform and/or the Services.

1. Indemnification:

You understand, accept and agree to release, indemnify, defend and hold harmless CENTURY MEDICA , our contractors, agents, employees, officers, directors and affiliates (Affiliates) from all liabilities, claims, rights, losses, causes of action, actions and suits (no matter whether in law or in equity), expenses, including legal fees, of third parties relating to or arising, directly or indirectly, out of or in connection with (i) your use or misuse of the Platform and/or the Services or any information posted on the Platform, (ii) your registration on/with, subscription to and/or purchases from and on the Platform, (iii) Your breach of the Terms and Conditions or the Privacy Policy, (iv) your relationship with any Practitioner, (v) the content or subject matter of or any information you provide to CENTURY MEDICA , any of its Affiliates, any Practitioner or customer service agent, and/or (vi) any negligent or wrongful action or omission by you in the use or misuse of the Platform or the Services or any information posted on the Platform, including, but not limited to, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct. If and when CENTURY MEDICA is threatened with suit by a third party, CENTURY MEDICA may seek written assurances from you concerning your promise to indemnify it; your failure to provide those assurances may be considered by us to be a breach of these Terms and Conditions and may result in deactivation of your CENTURY MEDICA Account and your subsequent inability to access and/or receive the Services.

1. Limitation of Liability:

EXCEPT AS PROHIBITED BY LAW, AND WITHOUT LIMITATION: CENTURY MEDICA SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY OF THE INDEPENDENT PROVIDERS. YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO CENTURY MEDICA AND ITS PLATFORM, SERVICES AND/OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICES CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. CENTURY MEDICA DOES NOT ASSUME ANY LIABILITY ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR MISUSE OF ANY OF THE ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE PLATFORM OR THE SERVICES.

IN NO EVENT SHALL CENTURY MEDICA NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) THE COST OF YOUR LAST CONSULTATION ON THE PLATFORM, OR (ii) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, THE LIQUIDATED SUM OF $20.00. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CENTURY MEDICA NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THAT RESULT FROM (i) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, OR (ii) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORISED ACCESS TO CENTURY MEDICA RECORDS AND ACCOUNTS, PROGRAMMES OR SERVICES, AND WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS PLATFORM OR ANY SERVICES OFFERED THROUGH THIS PLATFORM OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THIS PLATFORM, EVEN IF AN AUTHORISED REPRESENTATIVE OF CENTURY MEDICA IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS. YOU ACKNOWLEDGE AND AGREE THAT CENTURY MEDICA ’S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES, AND IN ANY CIRCUMSTANCES WHERE THE FOREGOING LIMITATION IS FINALLY DETERMINED TO BE UNAVAILABLE SHALL NOT EXCEED THE LAST TOTAL CONSULTATION PRICE PAID BY YOU PRIOR TO THE FIRST OCCURRENCE OF THE SUBJECT DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES. YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

1. Third Party Protection:

The Indemnification and Disclaimer provisions set forth in these Terms and Conditions are for the benefit of CENTURY MEDICA Limited and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Termination and Survival:

CENTURY MEDICA may terminate the Platform or the Services at any time, without penalty and without notice, if you fail to comply with any of the terms of these Terms and Conditions, or the intellectual property protections applicable to these Services (defined herein). CENTURY MEDICA may also seek legal prosecution of any violations of law or these Terms and Conditions and you agree to exclusive jurisdiction by the Courts of South Africa. Upon notice of termination of Services by CENTURY MEDICA to you via the contact email held as part of your CENTURY MEDICA account, or voluntary termination of service by you, CENTURY MEDICA has the right to delete all data, files, or other information that is stored in the Customer's account for any reason. The Indemnification, Copyright, Jurisdiction, Warranty, Network Security, Compliance with Anti-Spamming Laws and Privacy terms and conditions stated herein shall survive termination of this Agreement.

1. Fees & Charges:

YOU EXPRESSLY WAIVE YOUR RIGHTS IN RELATION TO THE “COOLING OFF PERIOD” AS DESCRIBED/PROVIDED FOR IN “DISTANCE SELLING REGULATIONS” AND THEREFORE DO NOT BENEFIT FROM A “COOLING OFF PERIOD” WHEN USING CENTURY MEDICA, BECAUSE WE ARE INSTANTLY PROVIDING THE SERVICES AND/OR IN THE CASE OF APPOINTMENTS SECURING TIME WITH A PRACTITIONER BY UNDERWRITING YOUR PURCHASE OF THAT PRACTITIONER’S TIME IN ADVANCE TO ENSURE THEIR AVAILABILITY.

You agree that you are solely responsible for all consultation, session, administrative and/or delivery fees and charges that you incur by way of your use of the Platform and/or consumption of the Services/products pursuant to our Costs (which are provided for at [www.centurymedica.com](http://www.centurymedica.com).).

CENTURY MEDICA’s fees and charges do NOT include or cover any pharmacy fees and CENTURY MEDICA does not accept payment by insurers on your behalf at this time, unless expressly provided for in writing by CENTURY MEDICA at its sole discretion.

Any and all Fees and Charges, without exception, incurred on the Account are your responsibility as the Account Holder (If there is any question with regard to who is responsible for the fees and charges incurred, CENTURY MEDICA will refer to the details held under the CENTURY MEDICA Account Details and that individual shall have the legal responsibility for all fees and charges and no alternative position shall be acceptable to CENTURY MEDICA ) and MUST be pre-authorised prior to you receiving any of the Services, in whole or in part, whatsoever and settled immediately after the Services have been provided, in whole or in part.

You agree that any unpaid balance due hereunder shall immediately become overdue and bear daily interest at the rate of 10% per annum above Standard Bank’s lending rate, and that costs of collection, including any Court costs and reasonable legal costs shall be added as principal amounts to such balance.

CENTURY MEDICA reserves the right to modify its Costs and/or pricing structure at any time, at its sole discretion and implement the new Costs and/or price structure at any time prior to billing you for payments due pursuant to these Terms and Conditions. You understand that the Platform and the Services may not be provided or consultations ended or cancelled if your billing information is inaccurate, invalid, without funds (not in funds) or any pre-authorisation by us provides a negative response (as determined by CENTURY MEDICA ).

You expressly grant CENTURY MEDICA license to pre-authorise or charge any debit and/or credit cards in your Account before enabling the provision of the Services (including the confirmation of an appointment time and date has been allocated to you) and you accept that failure of our pre-authorisation or authorisation processes by you is likely to result in the Services not being provided to you.

You accept and agree that the length of your (time spent in) consultation (with a Practitioner) is entirely your choice, however, failure to have the funds available to pay for the current or extended sessions will result in your consultation ending earlier than you expect and/or your ability to receive certain parts of the Services including but not limited to prescriptions (where applicable) and to this end you hold CENTURY MEDICA harmless and accept responsibility for any Service disruption or partial Service you receive as a result of your credit/debit cards and bank or credit accounts not being in funds and being able to pre-authorise or completely settle the Fees and Charges from CENTURY MEDICA . You agree that failure by a credit or banking provider of yours to enable CENTURY MEDICA to pre-authorise or clear payments is your sole responsibility and CENTURY MEDICA will still be due the Fees and Charges incurred by you personally and that CENTURY MEDICA reserves the right to make claim for such outstanding payments in anyway that it sees fit, including but not limited to, initiating recovery proceedings.

We charge for sessions in blocks, regardless of the fact they are made up of minutes with a Practitioner, they are in fact only available in 10 MINUTE BLOCKS. We call these 10 MINUTE BLOCKS, ‘Sessions’. You understand and accept that you may only ever purchase a Session and not individual minutes and that using one (1) second of time in a Session is the same as using all of it. You agree to be charged, when you authorise a Session, for the whole Session regardless of whether you use one (1) second or the full ten (10) minutes (the total Session length). You agree and accept no monies will become due to you by any means whatsoever (including but not limited to: rebate, refund or compensation) as a result of you not using the full length of time available in a Session, nor shall you be due any rebate, refund or compensation of any kind under any circumstances if you fail to prevent the start of a new Session (by means of purchasing a Session Extension OR by initiating a Consultation) from occurring by EXITING the Platform (or the Consultation services part of the Platform).

You accept that your choice to EXIT a consultation and not extend may prevent you from receiving some of the Services and you agree and understand that this is a restriction to the Services you receive from us that is applied by you and not us, therefore we are in no way liable, at fault, negligent or otherwise negatively impacting you when in fact we laid down the charges clearly upfront, you accepted them prior to entering a consultation but subsequently decided to end the consultation or a session within it at a time chosen by you, for your own reasons.

You accept that Session charges are fees for time you purchase with a Practitioner on the Platform only.

Appointments are made up of Sessions and you can choose to book an appointment on CENTURY MEDICA , which means that you use the platform to select a time, date and number of Sessions that you would like to purchase, in advance (as in advance as CENTURY MEDICA allows from time to time and at our discretion). When you confirm your booking of an Appointment on CENTURY MEDICA you will be sent written confirmation of that booking in the form of an email. If you do not receive confirmation from CENTURY MEDICA your Appointment may not be booked. You accept and agree that when booking an appointment on CENTURY MEDICA even though you have selected the time, date and number of Sessions that you would like to purchase receiving written confirmation from CENTURY MEDICA that your booking has been made is in no way a guarantee of any kind or another other commitment or undertaking from CENTURY MEDICA that the Appointment will go ahead; at any time, for any length of time, with a Practitioner or at all and when you book an Appointment you understand that CENTURY MEDICA will make best endeavours to connect you, as you have requested, with a Practitioner at the Appointment time only. You agree that CENTURY MEDICA shall not be responsible or bear any liability for any claim, cost, charge, loss or expense arising from or relating to your booking of an Appointment on the CENTURY MEDICA Platform or for any other use of the Services. CENTURY MEDICA may write to you to request that you move, amend or change the appointment that you have booked and purchased and you agree to accommodate as best you can these changes. When you book an appointment on CENTURY MEDICA you accept and agree that CENTURY MEDICA will pre-authorise your payment card for the total amount required to pay the Costs in relation to the Sessions you have booked that make up your Appointment.

You acknowledge and agree that booked Appointments, Missed Appointments, Cancelled Appointments or amended Appointment times, dates and/otherwise amended Appointment details can and may occur, and that CENTURY MEDICA shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the Platform or the Services in this respect.

1. Additional Services:

We charge in accordance with our Costs for other services, including the following:

* 1. Prescriptions:

You will be charged the current Price for a prescription (a private prescription only), which may contain no more than the maximum (7) number of medical items. If you agree with your Practitioner you need more than the maximum number of medical items and the Practitioner is willing to write you multiple prescriptions you will be required to purchase multiple prescriptions up to the number you require.

To purchase a prescription you must do this in-Consultation (during a live Session) with a Practitioner, this is the only means of purchasing a prescription on the Platform. You will be asked, by way of a system message, to accept or decline the purchase; which will include an email quote. If you Accept by way of clicking/tapping the ACCEPT button we will take this as authorisation and apply the charges to your CENTURY MEDICA Account to be settled at the closure of the Consultation. If you DECLINE by clicking/tapping the DECLINE button presented you will NOT be able to purchase that prescription. If you click/tap ACCEPT and your card is DECLINED you will not be able to purchase the prescription and you will be unable to use another method of purchase in your current consultation and/or Session. If your method of payment is DECLINED in this situation and you wish to purchase a prescription using another payment method, you accept that you will be required to complete or END you current Consultation. Enter new payment details and get your new payment details set up in your CENTURY MEDICA Account and then start a new Consultation and discuss your situation with a Practitioner. You accept that there is NO guarantee or warranty made by us whatsoever that your next Practitioner will agree to write for you the prescription your previous Practitioner had agreed to write and issue.

* 1. Letters (including but not limited to Referral Letters):

You will be charged the current Price for a Letter (including but not limited to Referral Letters), which may be no longer than six (6) A4 Letter single-sided pages in length and subject to the spacing and layout requirements of CENTURY MEDICA at its sole discretion. If you agree with your Practitioner you need a letter that is longer than six (6) pages in length (single-sided) and the Practitioner is willing to write this longer letter for you, you will be required to purchase multiple Letters up to the number you require to complete the Letters contents.

To purchase a Letter you must do this in-Consultation (during a live Session) with a Practitioner, this is the only means of purchasing a Letter on the Platform. You will be asked, by way of a system message, to Accept or Decline the purchase; which will include an onscreen quote. If you Accept by way of clicking/tapping the ACCEPT button we will take this as authorization by you and apply the charges to your CENTURY MEDICA Account to be settled at the closure of the Consultation. If you DECLINE by clicking/tapping the DECLINE button presented you will NOT be able to purchase that Letter. If you click/tap ACCEPT and your card is DECLINED you will not be able to purchase the Letter and you will be unable to use another method of purchase in your current consultation and/or Session. If your method of payment is DECLINED in this situation and you wish to purchase a Letter using another payment method, you accept that you will be required to complete or END you current Consultation. Enter new payment details and get your new payment details set up in your CENTURY MEDICA Account and then start a new Consultation and discuss your situation with a Practitioner. You accept that there is NO guarantee or warranty made by us whatsoever that your next Practitioner will agree to write for you the Letter your previous Practitioner had agreed to write and issue.

* 1. Contents of Prescriptions and Letters:

You accept without question that qualified Practitioners are creating prescriptions and medical letters on the Platform and the contents of these items is bespoke, individual, based on your accounts and presentations at a certain time to the author Practitioner(s). As such these contents may vary, the precise nature of the content shall be at the sole discretion of the Practitioner and you agree to hold harmless CENTURY MEDICA , its employees, officers, directors, agents and affiliates from any claim that may arise as a result of the contents of such items. You also agree not to tamper with any of the content of these items whatsoever if you are provided with them and that there is no guarantee or warranty by CENTURY MEDICA , its employees, officers, directors, agents and affiliates that the items will contain the content you desire(d), hope(d) for, expect(ed), were informed of, interpreted as including, understood or believed they would. The content shall be of a type the qualified Practitioner believes is appropriate, safe, responsible and legal.

* 1. Late Arrival, Cancelling Appointments and Missed Appointments:

If you have an Appointment booked on the Platform, CENTURY MEDICA will allow you to arrive late for that Appointment that you have booked. You may arrive and enter the consultation that you have booked up until one (1) minute before the scheduled end time of that specific Appointment. For example if you have a 10 minutes appointment booked at 3pm today, then you can arrive and start the consultation as late as 3.09pm, but no later. CENTURY MEDICA may choose to extend on an adhoc basis the period of lateness in order to assist customers, like you, to be seen by a Practitioner subject to the availability of practitioners on the Platform at that precise time and also subject to CENTURY MEDICA’s sole discretion.

You may cancel an appointment that you have made on CENTURY MEDICA by emailing us at: support@centurymedica.com informing us of the date, time and user account the appointment that you would like to cancel 12 hours before the appointment starts. If your cancellation is successful you will receive an email from CENTURY MEDICA to that affect confirming the cancellation. You will be charged a cancellation fee of 10 Singapore Dollars if you cancel 24 hours before your appointment. If you cancel your appointment less than 24 hours before your appointment start time we will not be able to refund the fees and you will be charged full fees. You accept that CENTURY MEDICA takes no responsibility and will accept no liability whatsoever or howsoever arising for any costs, damages or losses arising from your failure to properly cancel an appointment as described herein. You accept that failure to properly cancel an appointment may lead to you being charged a cancellation fee and/or the full fee for the number of Sessions making up the Appointment that you failed to cancel, subject to CENTURY MEDICA ’s sole discretion.

Missed Appointments occur when either you or a Practitioner do not arrive by the published start time (published, by CENTURY MEDICA and on the CENTURY MEDICA platform only) of the appointment that has been booked and confirmed by CENTURY MEDICA in writing and when either party (you or the Practitioner) are not in the video-surgery, in Consultation with each other on the CENTURY MEDICA platform before the end of the last Session you have booked and bought. In these instances you understand, accept and agree that the following rules apply:

(1) If a Missed Appointment occurs because you did not attend your consultation or Session(s) in time then you will be charged a Cancellation Fee of $30.00 (SGD) for each Missed Appointment. you accept that CENTURY MEDICA reserves the right, without question, to amend the rate(s) it charges from time to time for cancellation or missed appointments at its’ sole direction. Please note that you can still cancel your appointment before its’ start time in order to benefit from partial refund of your fees and only be charged a cancellation fee of $10 (SGD) if you cancel twenty-four (24) hours before the start time of your appointment). If you cancel after twenty-four (24) hours you will have been deemed to have missed your appointment when you cancel it and incur the cancellation fee of $30.00 (SGD), which you agree to pay, without question.

(2) If a Missed Appointment occurs because a Practitioner did not attend your consultation or Session(s) in time then we will credit your CENTURY MEDICA Account with the appropriate number of unused Session minutes that make up your Missed Appointment and enable you to rebook the Appointment using the credits provided. Your credited unused Session minutes are non-transferrable and no alternatives shall be offered including but not limited to, cash alternatives, which under any circumstances will NOT be offered or if presented accepted. Please note that you may not use the credits until after sixty-five (65) minutes from the relevant Missed Appointment’s scheduled end time, as determined by CENTURY MEDICA , has passed.

(3) If a Missed Appointment occurs because neither you nor the Practitioner attended the booked appointment, CENTURY MEDICA will treat this as though you have caused the Missed Appointment and charges will apply.

* 1. Refunds & Disruptions:

If your consultation is determined by CENTURY MEDICA (which you agree is at our sole discretion) to have constituted a ‘Disrupted’ consultation, CENTURY MEDICA will automatically credit your CENTURY MEDICA Account with any unused session minutes. You may use these credited unused session minutes on CENTURY MEDICA only and for the Services on the Platform after sixty-five (65) minutes after the disruption occurred and not before. Your credited unused session minutes are non-transferrable and no alternatives shall be offered including but not limited to, cash alternatives, which under any circumstances will NOT be offered or if presented accepted. The number of credited unused minutes you receive in these circumstances shall be determined by CENTURY MEDICA solely, but shall be reasonably reflective of the time you would have had left in the consultation that you have been unable to utilise due an issue not caused by you.

If you think you are due a refund you must Contact Us as soon as possible providing details of the Consultation (Consultation Number) and a full description in writing of the issue or concern you are raising. It is CENTURY MEDICA’s policy to offer refunds only in exceptional circumstances, and such refunds shall be provided in the vast majority of cases as Credits to your CENTURY MEDICA account.

We do not provide refunds in the following circumstances (you accept this is NOT AN EXHAUSTIVE LIST, but a selection of circumstances only):

If you are unable to get a private prescription, legitimately and correctly provided via the Platform, fulfilled and the associated Medication dispensed at a pharmacy of your choice for whatever reason.

If your consultation is disrupted because of your actions, as determined by us exclusively. Where and when appropriate we will credit unused minutes to your CENTURY MEDICA Account only and at our sole discretion.

If you have missed your Appointment, as determined by us exclusively. In this instance you will be charged the cancellation fee.

If a Practitioner fails to attend your Appointment, as determined by us exclusively, we will credit unused Session minutes to your CENTURY MEDICA Account only and at our sole discretion.

If your Appointment fails to occur for whatever reason, we will credit unused Session minutes to your CENTURY MEDICA Account only and at our sole discretion.

If you do not receive a prescription or referral letter as a result of a consultation.

It took longer than the published waiting time on the Platform for your consultation to start.

You didn’t fully use the minutes in any session that you have started.

Disputes

In the event of any non-medical complaint or dispute you should first Contact Us and fully inform us of the issues surrounding your dispute in an open and engaged manner.

In the event of any medical complaint you should email our Clerical Team at support@centurymedica.com and alerts us to the fact that there is a medical issue that requires attention.

You warrant to us that you will not use Charge Back services in order to self-issue refunds and that where you do in fact use or attempt to use such services that may or may not be available to you to do so, where CENTURY MEDICA is successful in disputing your Charge Back with your provider you will pay CENTURY MEDICA’s reasonably incurred fees and costs in relation to administration and legal works undertaken to successfully dispute your claim. You also agree to pay such reasonable fees to us in cleared funds no more than 30 days from the dispute being successfully decided in CENTURY MEDICA’s favour.

YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

1. CENTURY MEDICA Appointment Times & Other Time Estimates:

Appointment times are a guide only and do not (and represent) guarantee Service Provision, or that a connection with a Practitioner will be made within certain parameters, certain times, certain time parameters, within a given time period, or a connection with a Practitioner made at all.

Force Majeure:

Notwithstanding anything herein to the contrary, CENTURY MEDICA , its agents, officers, directors, partners or affiliates shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to any act of God, act of governmental authority, act of public enemy, war, severe weather conditions, or any other cause beyond its control.

1. No Third Party Rights:

Unless expressly stated in these Terms and Conditions or in the Privacy Policy to the contrary, nothing herein or in the Privacy Policy is intended to confer any rights or remedies under these Terms and Conditions or the Privacy Policy on any persons other than you, CENTURY MEDICA and its Affiliates. Nothing in these Terms and Conditions and the Privacy Policy is intended to relieve or discharge the obligation or liability of any third persons to any of you, CENTURY MEDICA or its Affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, CENTURY MEDICA or its Affiliates.

1. Assignment:

You may not assign, transfer or delegate these Terms and Conditions or the Privacy Policy or any part of them without CENTURY MEDICA ’s prior written consent. CENTURY MEDICA may freely transfer, assign or delegate all or any part of these Terms and Conditions and the Privacy Policy, and any rights and duties hereunder or thereunder. These Terms and Conditions and Privacy Policy will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

1. Privacy:

By accepting these Terms and Conditions, you acknowledge that you understand, have read, and agree to the provisions outlined in the Privacy Policy, which is incorporated herein and made part of these Terms and Conditions by reference.

Governing Law, Jurisdiction, and Venue:

These Terms and Conditions and the Privacy Policy shall be governed by and construed exclusively in accordance with the laws of South Africa, without giving effect to any choice of law rules or principles. Any civil action or legal proceeding arising out of or relating to these Terms and Conditions or Privacy Policy shall be brought in the Courts of South Africa. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of and venue of any such civil action or legal proceeding in such court. Any cause of action or claim you may have with respect to CENTURY MEDICA must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable.

Severability:

The provisions of these Terms and Conditions are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Spam and Anti-Spamming Laws:

CENTURY MEDICA has a strict no tolerance for unsolicited bulk email or other illegal activities. You shall not use or permit any your employees, agents or affiliates to: market, promote or solicit CENTURY MEDICA products in ways that violate South African law. You shall not, infringe the rights of others, shall not distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorised entry to any platform, site or network; infringe copyrights, trademarks, or other intellectual property rights. You agree to indemnify and hold CENTURY MEDICA and its Affiliates harmless for any and all acts found or suspected to be in violation hereof. You shall indemnify and hold CENTURY MEDICA , its officers, directors, employees and its Affiliates harmless against and from losses, damages, costs, and reasonable legal fees, if any, incurred in defending and/or resolving any suits brought against them, by anyone arising out of an alleged violation of any anti-spamming rules, regulations, laws, statutes, and the like. Your account will be terminated for any of the above infractions.

Notice:

CENTURY MEDICA may provide notice by email to the email address you provided during your registration and/or that held in your Account, by a general notice on the CENTURY MEDICA Platform. You may give notice to CENTURY MEDICA at any time, just Contact Us by email to : support@centuryMEDICA.com.

Entire Agreement:

These Terms and Conditions, together with any CENTURY MEDICA rules or policies referred to herein, represents the entire agreement between you and CENTURY MEDICA concerning the subject matter hereof, and supersede all prior understandings, whether written or oral, concerning such subject matter. CENTURY MEDICA may modify these Terms and Conditions as set forth above.

1. Comments & Suggestions:

CENTURY MEDICA welcomes comments, suggestions and submissions by its Customers. Any comments, suggestions and submissions made by Customers, including but not limited to, messages, notes, feedback, artwork, communications, computer code or creative materials provided to CENTURY MEDICA shall become the exclusive property of CENTURY MEDICA . At the time the comment, suggestion, and/or submission is made it shall act as a full assignment to CENTURY MEDICA of all rights whatsoever (copyright, patentability, and intellectual property). CENTURY MEDICA shall have the right to use said comment, suggestion, and/or submission as its own for all legal purposes including but not limited to reproduction, disclosure, publishing, distribution and the like without any compensation to Customer. This section shall not include any personal information submitted by the Customer as part of their Electronic MEDICAl Record or other personal information held in your Account. Please Contact Us to submit comments and suggestions.

1. Identity checks:

In order to allow us to provide the Services to you in a way which protects the interests and safety of all of our patients, we need to carry out checks to verify the identity of any person wishing to use the Services (essentially, to make sure you are who you say you are). In carrying out such checks, we will work with third party providers of online ID verification services. We will ask you to provide us with certain information (generally your name, address and date of birth) which we will need to share with the third party providers in order to verify your identity.

By using the Platform and the Services under these terms and conditions, you are expressly consenting to (i) us passing this information to our chosen third party providers of online ID verification services in order for them to perform this service for us and (ii) the carrying out of the ID check by our third party provider, even though such check may leave a digital footprint / imprint on your digital / online credit file.

If the check conducted by our third party provider results in a “fail”, we will ask you to provide secondary ID information (in hard copy or otherwise) such as Driving Licence, or ID Card. If you fail to provide us with this secondary ID information, we may be unable to provide any Services to you, we may cancel any consultation that you may have booked through the Platform by that point in time and we may apply the terms of our standard cancellation policy which can be found above

1. Special Offers

All purchases made are subject to our standard Terms and Conditions, without exception and the purchaser wholly accepts this.