

Consent Journey // Doctors Terms & Conditions

1. The purpose of this mobile app is to create a platform for you as a healthcare provider to obtain and record the informed consent required to move forward with healthcare services in line with your professional and legislative responsibilities.
2. These terms and conditions then relate to the relationship between you and the owners of this mobile app, Aesthetics Journey (Pty) Ltd, together with their appointed service providers, as well as the relationship between you and your patient insofar as informed consent is concerned.
3. Any reference to 'you', 'your', or the 'healthcare provider', herein refers to you as the patient's healthcare provider, binding yourself to these terms of use. Any reference to 'us', 'we', or 'our' refers to Aesthetics Journey (Pty) Ltd, together with their appointed service providers, as owners of this mobile app known as Consent Journey. Any reference to the 'mobile app' shall be a reference to the application on which these terms of use are to be found, and which you will be using, known as Consent Journey.
4. It is of importance to note that you remain responsible at all times for your own legislative, professional, and legal compliance and that this mobile app should form part of a holistic approach to compliance. Your use of, and reliance on, this mobile app is entirely at your own risk.
5. The value in this mobile app is linked to the quality and quantity of information which you upload to the mobile app for your patient to consider, and the extent to which you have engaged with the patient prior to their consent being sought through the mobile app.
6. By agreeing to these terms of use and continuing to use this mobile app, you provide us with consent to process your personal information, as well as the special personal information of your patients.
7. We do not routinely access, view, or monitor any of the patient's personal information and any access which we may have is purely related to the functionality and security of the mobile app and in order to render the services set out herein.
8. As such, there are no guarantees that you as a healthcare provider will be deemed to have provided your patient with sufficient information to determine if their consent is both informed and valid.

9. It is thus imperative that prior to the use of this mobile app, you determine your patient's personal circumstances, preferences, the nature of the intended health service, and other relevant factors prior to uploading their information and seeking their informed consent for a healthcare service.
10. The host of the mobile app can also only process the special personal information of a data subject (as defined in the Protection of Personal Information Act, Number 4 of 2013, hereinafter referred to as the POPI Act) for so long as your patient consents thereto. Should such consent be withdrawn, the information stored on the mobile app will need to be downloaded by you and stored as you deem appropriate so as to satisfy your legal obligations.
11. Under such circumstances, you undertake to attend to the downloading of said information on an expedited basis. You will receive notifications that this must occur within a period not exceeding (3) three calendar months, as the continued processing of personal information, including storage, is prohibited once a data subject's consent to process has been withdrawn.
12. The terms of use between the mobile app and your patient however allow for this 3 (three) month calendar period and extend you the necessary consent to download their personal information during that timeframe, failing which, or after which, said information will be deleted.
13. Should your patient at no stage withdraw consent, the mobile app will store their personal information relating to informed consent on our servers for the legislatively required period, on your behalf.
14. You may cancel your subscription in writing at any time, whereafter it shall be your responsibility to ensure that directions from all of your patients who have personal information stored with us are sent directly to us, informing us of what we are to do with their personal information, whereafter we shall comply with said directions immediately. The above provisions regarding your patient's withdrawal of consent to process their information shall apply *mutatis mutandis* hereto.
15. You warrant and record that you comprehensively and irrevocably indemnify us, as well as any of our service providers, against the claims of any of your patients in relation to the processing of their personal information, unless directly attributable to our own breach of

these terms of use, or of the POPI Act. In the event of any medical malpractice or other litigation being commenced against you in relation to the healthcare services you have provided before, during, or after the use of this mobile app, you furthermore comprehensively and irrevocably indemnify us, as well as any of our service providers, against the claims of any of your patients in any respect.

16. It is important that you are aware that we will not be held responsible in any respect for the failure to provide your patient with all relevant information, considering their circumstances, so as to obtain informed consent. This mobile app serves solely as a platform for you to upload the information which you deem relevant and important, the consideration of which will result in your patient's consent being properly informed.
17. You are advised to consider our terms of use which have been uploaded for your patient to agree to with us.
18. **Subscription Fees and Payment.** Your access to this mobile application ("App") is subject to the payment of a subscription fee in accordance with your selected subscription plan. You may choose between the following subscription options:
 - a. **Monthly Subscription:** A subscription fee of R799.00 (seven hundred and ninety-nine rand) per month, payable in advance prior to the commencement of each monthly billing cycle.
 - b. **Annual Subscription:** An annual subscription fee of R7,990.00 (seven thousand nine hundred and ninety rand), payable once-off and in advance. Payment of the annual subscription fee will provide you with access to the App and its services for a period of one (1) calendar year from the date of activation of the annual subscription.

The subscription fee for both the monthly and annual subscription plans may increase annually. You will be notified of any such increase no less than 30 (thirty) calendar days prior to the effective date of the increase.

19. **Free Trial Period and Subscription**

You will be provided with a 30 (thirty) day free trial period, during which no subscription fees will be charged. Prior to the expiry of the free trial period, you will receive a reminder notifying you that the trial period is nearing its end and prompting you to select your preferred subscription package.

Upon expiry of the free trial period, you will be required to select and confirm a subscription package and make the applicable payment in order to continue using the App and its services. The App and its services will no longer be accessible or available for use unless and until the applicable subscription fee has been paid. If no subscription package is selected and payment is not made by the end of the free trial period, access to the App and its services will be suspended.

20. You record that we do not act as your agent, or in any other representative capacity, and cannot bind you to any agreement or relationship with your patient or otherwise.
21. To the extent that we may be deemed an operator, as defined in Section 20 of the POPI Act, you hereby grant us a mandate to process your patient's special personal information, on your behalf and in accordance with these terms of use, as well as a mandate to appoint a service provider as a sub-operator to process your patient's special personal information at our discretion, subject to said sub-operator binding itself to the provisions of the POPI Act.
22. We confirm that we will process your patient's personal information, as well as your own, strictly in accordance with these terms of use, read with the provisions of the POPI Act and furthermore to comply with all reasonable directions and instructions that may be given by your patient regarding the processing of their personal information during the existence of our relationship with you and upon or after termination, regardless of how the termination occurs.
23. Personal information will be collected and stored only for the purpose of obtaining and recording informed consent to healthcare services. Personal information will not be retained for any longer than is necessary for achieving this purpose save for where the retention of the information is required by law.
24. Personal information will not be disclosed to any third parties without written consent and will under no circumstances be used for any direct marketing.
25. You acknowledge that personal information processed through the mobile app may be stored on secure servers, which may be located within or outside of the Republic of South Africa.
26. Where personal information is transferred outside of South Africa, we will ensure that such transfer complies with the requirements of the POPI Act and that appropriate safeguards are in place to protect such information.

27. We furthermore undertake not to use any personal information for any other purpose, save for the purpose of processing personal information as per the relationship between us as contemplated in these terms of use, and that we will ensure that any sub-operator which we appoint has appropriate technical and organisational measures to protect and safeguard the personal information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.
28. You confirm that we are not, under any circumstances, liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits, loss of data, or loss of business, arising out of or in connection with the use of, or inability to use, the mobile app.
29. The mobile app is provided on an “as is” and “as available” basis. We do not warrant that the mobile app will be uninterrupted, error-free, or free from delays.
30. We reserve the right to suspend, modify, or discontinue any aspect of the mobile app at any time without prior notice, provided that we act reasonably in doing so.
31. The mobile app may include features powered by artificial intelligence or automated systems. Any suggestions, validations, or outputs generated by such features are provided for informational and support purposes only and do not constitute medical, legal, or professional advice.
32. You remain solely responsible for reviewing, verifying, and applying any information generated by the mobile app, and for ensuring compliance with all applicable legal, regulatory, and professional obligations.
33. The terms and conditions of this Agreement shall be applicable to any and all agreements between us.
34. Jurisdiction: This Agreement shall be subject to, enforced in terms of, and interpreted according to the laws of the Republic of South Africa.
35. Whole Agreement: These terms of use constitute the sole and entire agreement between us, regardless of any verbal or written indications or answers to any questions which may have preceded your acceptance of these terms.
36. Non-variation: No amendment, variation, or cancellation of these terms of use, or any clause herein, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties.

37. Non-waiver: No relaxation or indulgence offered by any one Party to the other, or the failure by any one Party to completely enforce its rights in terms of these terms of use, or the law in general, shall in any way prejudice that specific Party or any other party from exercising its complete and unrestricted rights in terms of these terms of use or in terms of the law.
38. Severability: Should any clause in these terms of use be deemed invalid for whatever reason, such clause shall be severed from these terms of use, and the remainder of these terms of use shall continue to be of full force and effect.
39. Contra proferentem: The rule of interpretation that a contract shall be interpreted against the party responsible for the drafting thereof shall not be applicable herein.
40. Cession: Neither Party shall in any way be permitted to assign, cede or delegate any of its rights or obligations in terms of these terms of use, nor shall it be entitled to further sub-contract any duties it may have in these terms of use without the prior written consent of the other Party, save for that already set out herein.
41. Authority: The individual accepting these terms of use warrants that it is duly authorized to bind the healthcare provider to these terms of use, that their authority need not be proven, and that the enforceability of these terms of use shall not be invalidated purely by the proof that the signatory did not have the due authority.
42. You acknowledge that you have been free to secure independent legal and other relevant advice as to the nature and effect of these terms of use and that you have either taken such independent legal and/or other advice or have dispensed with the necessity of doing so.
43. You furthermore acknowledge that these terms of use and the restrictions herein contained are fair and reasonable in all the circumstances and are part of your overall intention in binding yourself to these terms of use.
44. Any term used herein which has a definition in the POPI Act including, but not limited to, 'personal information', 'special personal information', 'data subject', or 'operator' shall be as defined in the [POPI Act](#). Furthermore 'indemnify' shall mean to indemnify and hold harmless, to stand in the other's stead in any forum, and to compensate for any amounts having to be paid by the person so indemnified including all capital, interest and legal costs to any third party, entity or statutory body.

45. You undertake that you will not, at any stage, attempt to, or actually succeed in, or cause any third party to attempt to or succeed in reverse engineering our mobile app, or developing any program or application similar in purpose to our mobile app
46. In the event of either Party being in default or committing a breach in terms of these terms of use and remaining in default, or failing to remedy the breach as the case may be, for a period of 14 (fourteen) days after dispatch of written demand to remedy (which may be sent by email), the innocent Party shall be entitled to: cancel the agreement or claim immediate performance by the defaulting Party of all of its obligations in terms hereof, in either case without prejudice to their right to claim any and all damages.
47. You hereby nominate the physical and email addresses which you provide on registration as your *domicilium citandi et executandi* for the purposes of all notices in terms of this agreement. You may amend these details at your discretion.
48. We hereby nominate the following physical and email addresses as our *domicilium citandi et executandi* for the purposes of all notices in terms of this agreement: physical address: 71 Jochem Street, Rietvalleirand, email address: drmadeleen@aestheticsjourney.co.za and marli@aestheticsjourney.co.za