

Consent Journey // Patient Terms & Conditions

1. The purpose of this mobile app is to create a platform which makes it easier for your healthcare provider (such as your doctor) to make sure that you have all of the information which you would reasonably require, considering all of your circumstances, so that you can agree or disagree, and it can be recorded that you agree or disagree, to healthcare services, including treatment or medical procedures.
2. Your use of this mobile app is free of charge, save for data usage, and no monthly or other fees are payable by you for the use of the mobile app.
3. Your healthcare provider is generally obligated to have your informed consent to move forward with healthcare services, unless certain specific circumstances are in place, and this informed consent means that you agree once you have all reasonably relevant information.
4. These terms of use 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 healthcare provider insofar as informed consent is concerned.
5. Any reference to 'you' or 'your' herein refers to you as the patient, 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 the mobile app. 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.
6. In order for you to agree to these terms of use and continue the use of this mobile app, it is important that you have an understanding of your rights as they may be found in the Constitution, the National Health Act 61 of 2003, the Protection of Personal Information Act, 4 of 2013, and a number of other statutes and the common law. Although a summary of some of these rights is included below to assist you, it is important that you are aware that these terms of use are not legal advice.
7. **If you are unsure of the nature and consequences of these terms of use, your rights in terms of any law, including governing legislation, the responsibility of your healthcare provider or any other material aspects, you should obtain independent legal advice before taking any further steps.**
8. Agreeing to use this mobile app will mean that your healthcare provider will upload personal information, including information which may be sensitive or defined as special in terms of the Protection of Personal Information Act (the "POPI Act"). Your use or continued use of this mobile app is entirely at your own risk.

9. We do not routinely access, view, or monitor any of your 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.
10. Your healthcare provider will be aware of their legislative duties to provide you with all reasonably relevant information to assist you in making a decision on healthcare services. In consenting to healthcare services, the extent of the information required will depend on your personal circumstances, preferences, the nature of the intended health service, and other relevant factors.
11. In broad terms, you are entitled to be made aware of your health status unless there is very clear evidence that bringing your health status to your attention would not be in your best interests.
12. The information which may be disclosed to you, and which may be uploaded to the mobile app for your consideration and informed consent to continue with a healthcare service, might include:
 - the number of different procedures and treatment options available to you in order to diagnose and treat your condition
 - the benefits, risks, costs, and consequences which apply to each of the options
 - the likely outcome if your condition is left untreated
 - the probabilities of success if you agree to the treatment
 - any uncertainties about the diagnosis
 - whether the proposed treatment is experimental
 - how you should prepare for the procedure
 - what you might experience during or after the procedure
 - side effects and pain relief.
13. You will always have the right to get a second opinion, to withdraw consent that you have previously given, or to grant consent that you have previously refused.
14. The concept of informed consent also means that it is not one isolated event. It is an ongoing discussion between you and your healthcare professional, which is also facilitated and assisted through this mobile app. Agreeing to use this mobile app means that your healthcare professional will upload personal medical information of yours on an ongoing basis for as long as you agree to continue using this app, and may seek your additional consent from time to time.
15. Because the act of uploading your personal information, and our storage thereof, falls within the scope of processing as contemplated in the POPI Act, it is also important that you understand your rights in terms of this Act.

16. **By agreeing to these terms of use and continuing to use this mobile app, you provide us, as well as your healthcare professional with consent to process your special personal information by uploading it to the mobile app as well as the storage thereof.**
17. In turn, your healthcare professional, the owners of this app, and their service providers undertake to make sure that your personal information is not disclosed to any unauthorized person and that it is only processed to the extent that is absolutely necessary for you to have sufficient information in order to give you informed consent for health services, or in terms of legislative requirements.
18. This information relates to information which you have provided directly to your healthcare professional, or which has been obtained from third-party sources such as laboratories and companies involved in the diagnostic process.
19. When referencing processing in the context of this mobile app, it relates to: the collection, receipt, recording, organization, collation, storage, updating, modification, retrieval or use of your personal information.
20. Your personal information will be collected and stored only for the purpose of obtaining and recording your informed consent to healthcare services. Your 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.
21. Your personal information will not be disclosed to any third parties without your written consent and will under no circumstances be used for any direct marketing. You will receive a notification whenever your personal information is uploaded to the mobile app.
22. 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.
23. Where personal information is transferred outside of South Africa, we will ensure that such transfer complies with the requirements of POPIA and that appropriate safeguards are in place to protect such information
24. As responsible parties, your healthcare provider, the owner of the mobile app, and their service providers will secure the integrity and confidentiality of your personal information to prevent loss, damage, unauthorized destruction, or the unlawful accessing or processing of your personal information. In the highly unlikely event of a data breach or suspected data breach, you will be notified as soon as is reasonably possible and we will take all reasonable steps available to investigate the cause, mitigate the effect, and remedy the cause so as to prevent reoccurrence.
25. **You have the right at any stage to request that your personal information be corrected or deleted if it is inaccurate, irrelevant, excessive, out of date, incomplete, or misleading.**

26. You also agree that the processing of your special personal information is being attended to by medical professionals under circumstances which are necessary for your proper treatment and care and the administration of the medical professional's professional practice.
27. Even though you may withdraw your consent for the processing of your personal information through this mobile app at any stage, this will, however, not impact on the duty your healthcare professional has in retaining information as required by the law.
28. If you specifically request your healthcare professional in writing to remove the information from this mobile app, your healthcare professional may download the information in a format which enables adequate storage for legal retention purposes, after which the information will be deleted from our servers.
29. Under these circumstances, you hereby confirm that any withdrawal of consent to process personal information will be limited to your healthcare professional being blocked from uploading any additional information relating to you, and that a period of (3) three calendar months be afforded to your healthcare professional to, with your consent which you hereby provide, download such personal information as it may require to store for the legislatively required period of 6 (six) years.
30. You then further consent to the mobile app deleting your information from our servers once said information has been downloaded, or after the elapse of three months, whichever is the sooner.
31. If your consent to process your personal information remains in place, the mobile app will store and retain your personal information for the legislatively required timeframe, on behalf of your healthcare provider.
32. 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.
33. 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.
34. These terms and conditions may be varied or amended from time to time. In such an event, you will be notified of the changes and be requested to confirm your agreement with the terms and conditions once more.
35. These terms and conditions are the only agreement between you and the owners of the mobile app. Anything stated verbally or otherwise which contradicts these terms and conditions shall be of no force and effect unless specifically amended by the owners of the mobile app and confirmed by you.
36. These terms and conditions, as well as their interpretation or enforcement, will be subject to the laws of the Republic of South Africa and can be enforced in any competent court.

37. The owners of the mobile app do not act as your agent or broker or in any way or represent either you or your healthcare professional in the professional relationship which you have.
38. This mobile app is exclusively a platform, and the owners and operators of the mobile app have no control over the extent of the information which is uploaded.
39. The provision of your special personal information by your healthcare professional is solely and completely at their discretion, and we do not warrant or confirm that any of the information is accurate or complete.
40. You agree that the owners of this mobile app and their service providers are indemnified against any claim which does not relate to our breach of these terms of use, or a breach of the POPI Act.
41. 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.
42. Any additional claim which you may have against your healthcare provider relating to the consent that you provide on this mobile app, or the healthcare services which they provide to you are between you and your health care provider and we accept no responsibility relating to any aspect of such legal action.