

## **Caperad: Website Terms and Conditions**

By using the website, you agree to be bound by the Website Terms and Conditions. All Terms and Conditions are material. Please review them carefully before proceeding. The Website Terms and Conditions apply to the website and all services offered on or through the website.

### **1. Definitions**

- 1.1 “Personal Information” has the meaning assigned to it in POPIA, and “information” has a similar meaning unless the context requires otherwise and includes any information that identifies or relates specifically to you, such as your name and surname, contact details and information you supply on the website.
- 1.2 “POPIA” means the Protection of Personal Information Act (Act 4 of 2013) (“POPIA”).
- 1.3 “Caperad” refers to Drs Dahya and Partners Incorporated, trading as Cape Radiology.
- 1.4 “Website” means the internet website with the address <https://www.caperadiology.co.za/> or any website with a URL registered to Caperad.
- 1.5 “Website Terms” means these Website Terms and Conditions.
- 1.6 “You” / “your” means the user of the website and the services offered by Caperad on or through the website.

### **2. Purpose of the Website**

The website's primary purpose is to provide relevant information about Caperad to patients and referring healthcare practitioners.

### **3. Conditions of Access and Use**

- 3.1 To avoid any confusion, you agree that the Website Terms apply to your use of the website, any third-party website licensed to Caperad and any information accessed via the website.
- 3.2 If registered on the PACS Portal, you must keep your access details (username and password) confidential and not allow other people to use them. When sharing your username and password with any third party, you accept full responsibility for all activities under your access details. Any use of your access details shall be regarded as if you were the person using such information.
- 3.3 Materials from the website are for personal use only. Any copying or redistribution for commercial purposes or compensation requires prior written permission from Caperad.
- 3.4 By using the website, you guarantee that you will not and you will not allow third parties on your behalf to:
  - 3.4.1 make and distribute copies of the website;

- 3.4.2 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website; or
- 3.4.3 create derivative works of the website of any kind whatsoever.
- 3.5 You acknowledge that the terms of the agreement with your Internet provider will continue to apply when using the website. As a result, you may be charged by the Internet provider for access to network connection services for the duration of the connection while accessing the website or any such third-party charges as may arise. You accept responsibility for any such charges that arise.
- 3.6 If you are not the payer of the device being used to access the website, you will be assumed to have received permission from the payer to access and use the website.

#### **4. Information Protection**

- 4.1 The website may contain confidential information, which is the property of Caperad. Unauthorised disclosure or use of this information may incur civil or criminal liability.
- 4.2 Caperad will use any personal information you supply when using the website in accordance with its privacy policy (available at <https://www.caperadiology.co.za/>) and subject to the law.
- 4.3 You guarantee that all information you provide on or via the website is true, accurate, current, and correct, and you undertake to update the information as and when required.
- 4.4 All information that you provide to Caperad on or through the website will be stored electronically and with third-party service providers of Caperad, which parties are bound by strict levels of confidentiality. These electronic records shall be proof of the information unless you can prove otherwise.
- 4.5 Caperad takes all reasonable steps to protect your personal information and maintain confidentiality, including using encryption technology. However, Caperad cannot guarantee the security or integrity of any information you transmit to it online, and you agree that you do so at your own risk.

#### **5. Intellectual Property**

- 5.1 All trademarks, copyright, database and other intellectual property rights of any nature on the website, together with the underlying software code as well as any content made available on the website (e.g. text, graphics, logos, images, etc.), are owned either directly by Caperad or by Caperad's licensors unless expressly stated otherwise.
- 5.2 You do not obtain any trademark, copyright, database or any other intellectual property right of any nature or licence by using the website.
- 5.3 You are not granted any license or right to use any trademark without Caperad's prior written permission or that of any relevant third party.

## 6. Termination

- 6.1 You agree that the following actions shall constitute material breaches of the Website Terms and which shall result in the termination of your registration on the website, if applicable:
- 6.1.1 signing in as or pretending to be another person,
  - 6.1.2 transmitting material that violates, or could violate, intellectual property rights or the privacy of others,
  - 6.1.3 breaching the conditions of access to and use of materials on the website,
  - 6.1.4 using interactive services in a way that is intended to harm or could result in harm to you or to other users of the website or
  - 6.1.5 gathering information about others without obtaining prior written consent.
- 6.2 Upon termination of your registration, the rights granted to you by the Website Terms shall terminate.

## 7. Website Analytics

- 7.1 You may visit the website without providing any personal information. The website servers will, in such instances, collect the IP address you used to access the website but not the email address or any other personally identifiable information. The information on IP addresses is aggregated to measure the number of visits, the average time spent on the website, pages viewed, etc. Caperad analyses non-identifiable traffic data to improve its services via a third-party program, Google Analytics.
- 7.2 Caperad may collect, hold, and use statistical information about website visits to improve the website. Such information includes:
- 7.2.1 your IP address,
  - 7.2.2 the search terms you used,
  - 7.2.3 the pages accessed on the website and the links you clicked on,
  - 7.2.4 the date and time you visited the website,
  - 7.2.5 the referring website (if any) through which you clicked through to our website and
  - 7.2.6 the type of web browser you use.
- 7.3 The traffic data is aggregated and is not personally identifiable. The website analysis will respect any “does not track” setting you may have set on your web browser.

## 8. Breach

If you breach the Website Terms, Caperad shall have the right to claim damages of any nature from you, including special, incidental, consequential or indirect damages. In addition, Caperad shall have the right to claim loss of profits and loss of business and to recover all legal costs on the scale of attorney-and-own-client from you.

## 9. Disclaimers and Limitation of Liability

- 9.1 Caperad tries to ensure that the most sophisticated technology is used to protect the information on the website. However, Caperad cannot be held responsible for any consequences resulting from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please get in touch with Caperad at [info@caperad.co.za](mailto:info@caperad.co.za) as soon as possible so that the problem can be addressed.
- 9.2 The website and all information, content, tools and materials are provided by Caperad "as is" and on an "as available" basis without warranty of any kind.
- 9.3 Caperad does not guarantee the website's operation or the information content, tools or materials.
- 9.4 While Caperad makes every effort to ensure that the content and information on the website are complete, accurate and up to date, it makes no guarantee about the suitability of the products and services. It provides no representation or warranty, express or implied, regarding the accuracy, correctness and completeness of information on the website.
- 9.5 While Caperad makes every effort to secure its network environment, Caperad does not guarantee that the website and information, content, tools or materials included on the website, Caperad's servers/systems or any electronic communications it sends are free from viruses or other harmful components.
- 9.6 The views and opinions expressed on this website, links or attachments hereto do not necessarily reflect the views and opinions of Caperad. Caperad cannot inspect all information to determine its truthfulness, accuracy, reliability, completeness, or relevance.
- 9.7 Although Caperad is fully committed to providing you with the best possible service, it shall not be responsible for:
- 9.7.1 any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, epidemics, pandemics, or any other cause beyond the reasonable control of Caperad; or
  - 9.7.2 any inaccurate, incomplete or inadequate information supplied by you or obtainable from the website.
- 9.8 The website and all its components, including text, graphics, images, hyperlinks and other materials supplied by third parties, are for general educational purposes only and do not replace professional advice. To the extent that clinical information may be provided on the website, it is based on the best current recommendations and guidelines, which may change from time to time. The information provided does not replace the advice of a registered healthcare practitioner. You should consult your healthcare practitioner before discontinuing any treatment you may receive based on information on this website.
- 9.9 Caperad, its directors, employees, contractors, service providers and website contributors shall not be liable to you or any other person or entity. You agree to indemnify them against any claim for damages of

any kind, including for direct, indirect, special, incidental, punitive and consequential damages, as well as loss of profit or the like whether or not, in the contemplation of the parties, whether based on breach of contract, delict (including negligence), or otherwise, arising from any of the events described in these Website Terms, including but not limited to:

- 9.9.1 your use of the website or any information, content, tools or materials included on or otherwise made available to you through the website,
- 9.9.2 any damage or alteration to your equipment, such as computer equipment, handheld devices or mobile telephones,
- 9.9.3 any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed on the website,
- 9.9.4 your actions or omissions that result in a breach of the Website Terms and
- 9.9.5 accessing any links to other websites from this website. You also acknowledge that Caperad cannot control those websites' content, products, and services.

## **10. International Users**

The website is hosted in South Africa. If you are accessing the website from any other region with laws or regulations governing the processing of personal data or information that differ from the laws of South Africa, you should note that through your continued use of the website, which is governed by South African law, Caperad's Privacy Policy and these Website Terms, you are transferring personal data or information to South African territory.

## **11. Jurisdiction**

The laws of the Republic of South Africa shall govern these Website Terms, and the Website Terms shall be subject to the jurisdiction of the South African courts.

## **12. Amendments to the Website Terms**

Caperad may, in its sole discretion, amend the Website Terms from time to time without prior notice. The latest Website Terms on the website shall always take precedence over any other version of the Website Terms. You are responsible for ensuring you are satisfied with any changes to the Website Terms before using the website.

## **13. Further Information**

If you have questions about these Website Terms, please email [info@caperad.co.za](mailto:info@caperad.co.za).