

## Website Terms and Conditions of Use

### Introduction

These are Website Terms and Conditions of Use relating to the website provided by BP Medical Aid Society (Registration Number: 1237) ('the Society'), as well as its website located at the following URL <https://www.bpmas.co.za/> ('the Website'). These Terms and Conditions ('the Terms and Conditions') govern your ('the User') use of the Society's Website and the Services associated therewith. By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out herein. The content of this Website is proprietary to the Society and / or otherwise utilised in terms of a written license agreement entered into between the Society and the proprietor of such content. As such, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the Website for any purposes other than as provided for in these Terms and Conditions without the prior consent of the Society.

### General terms and conditions

#### 1. Consent

By using the Website, you agree to this User Agreement. If you do not agree to all of this User Agreement, please do not continue to use this site. Your continued usage of the BP Medical Aid Society website will also mean you accept all of the terms and conditions.

You also understand and accept that these Terms and Conditions and this User Agreement applies to any information accessed through this website.

#### 2. Changes to the Website Terms and Conditions and Agreement

- 2.1 Your access to and use of this website is determined by the conditions set out below. These conditions may change from time to time. Please familiarise yourself with the Terms and Conditions and the Agreement regularly.
- 2.2 The current version of these Terms and Conditions and the User Agreement will apply each time that you access and use the website.

#### 3. Warranties

- 3.1 You warrant your identity (in other words, you are who you say you are) and that you can prove your identity if we need you to do so.
- 3.2 We reserve the right to refuse to provide services to you if we are unable to verify any information you provided us with.
- 3.3 You are required to keep your access details confidential and not allow other people to use it.
- 3.4 Any use of your access details is thought to be used by you.

#### 4. Full disclosure of all relevant facts

- 4.1 You guarantee that all information provided at any time to BP Medical Aid Society using this website, in writing, or otherwise, will be true and correct.
- 4.2 You guarantee that you have fully disclosed all material facts. Any breach of your contractual duties under this User Agreement may lead to the contract or any transactions resulting from the contract being considered void.

- 4.3 We might need certain personal and financial information from you. It is in your best interest to keep the information up-to-date and accurate.

## **5. Electronic communication and records**

- 5.1 By using this website, you accept electronic communication as the medium to be used by yourself and BP Medical Aid Society. You authorise us to act on any information you send electronically, and you further agree that all records will be stored electronically by us. Such electronic records will constitute conclusive proof of the contents of such record unless you can prove otherwise.
- 5.2 Any electronic communication (for example, email or SMS) sent to you will be thought to have been received by you upon dispatch by BP Medical Aid Society.
- 5.3 As a registered user of the website, you will receive all communications through email. If you wish not to receive communications by means of email from BP Medical Aid Society, you may change the way you receive your communication on the website, or you can phone our call centre.
- 5.4 We take all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security of any information you transmit to us online and you do so at your own risk.

## **6. Copyright**

- 6.1 All elements of the website, including, but not limited to, the general design and the imagery, are protected by trade restrictions, copyright, moral rights, trademark and other laws relating to intellectual property rights.
- 6.2 Except if explicitly allowed under this or another agreement with BP Medical Aid Society, no portion or element of this website or its content may be copied or retransmitted using any means.
- 6.3 This website, its content and all related rights remain the exclusive property of BP Medical Aid Society or its licensors, unless otherwise expressly agreed. Any unauthorised use, changes or distribution of information on this website is forbidden.
- 6.4 If a user breaches the terms of this clause, BP Medical Aid Society will have the right to claim damages which will include the right to claim special, incidental, consequential or indirect damages. BP Medical Aid Society will also be entitled to claim for loss of profits and loss of business and will be entitled to recover legal costs on a scale as between attorney and own client.

## **7. Disclaimer**

- 7.1 We are totally committed to providing you with the best possible service. However, we are not responsible for:
- Interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the control of BP Medical Aid Society.
  - Any inaccurate or inadequate information obtained from the website supplied by you.
- 7.2 We are not responsible for any direct or indirect loss or damages that may result from:
- Any of the events described in this paragraph and the paragraph above.
  - Your actions or omissions that result in a breach of this User Agreement.
  - Links with other web sites over which we cannot control the content of, or the products offered on those sites.
  - A denial of access to the website if we believe that you are conducting activities that are illegal, abusive, attack the integrity of the site or put us in disrepute.
  - The reliance on the information obtained from this website.
- 7.3 The information contained in this website is not to be taken as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please talk to your financial adviser if you need financial services.

## 8. Indemnity

- 8.1 While we make every effort to make sure that the information on this website is accurate and up to date, we make no representations or warranties about the suitability of the products that appear on the website.
- 8.2 You agree to fully indemnify us and hold us harmless from any claims, lawsuits, proceedings, costs, special, incidental, consequential or indirect damages, including damages for loss of profits, loss of business or downtime resulting out of or relating to your use of the website or information.
- 8.3 All information, including products and services or any terms or conditions relating to them, may change at any time.
- 8.4 All calculations made on the website are estimates. It is meant as guidelines only and need to be confirmed before relying on them.
- 8.5 BP Medical Aid Society is not responsible for any defects in, malfunctions of, or inaccuracies in the performance of any calculators used in the calculations.
- 8.6 All services provided through this site are subject to confirmation at the time of finalising of any transactions.
- 8.7 You accept that some information on the website is obtained from external sources. We are not responsible for the incorrect information received from these external sources.

## 9. Phishing and spoofing

- 9.1 If you receive an unsolicited email that appears to be from BP Medical Aid Society that requests personal information (such as your credit card number, username, or password), or that asks you to verify or confirm your BP Medical Aid Society information by clicking on a link, it is most likely that email was sent by a 'phisher' or 'spoofed.'
- 9.2 **BP Medical Aid Society will never ask for this type of information in an email, and we recommend that you do not respond to such e-mails and that you do not click on the link.** Responding to 'phishing' places you and your personal information at risk.

## 10. Linking to third party websites

- 10.1 This website may contain certain images and links to other third-party websites with information and material produced by other parties. These linked websites are not under the control of BP Medical Aid Society and the Society is not responsible for the content of any linked website, including, without limitation, any link contained in a linked website, or any changes or updates to a linked website.
- 10.2 BP Medical Aid Society is providing these links to you only as a convenience, and the inclusion of any links does not imply endorsement by the Society of the linked website, their business or security practices, or any association with its operators.

## 11. Applicable law

By visiting the website, you agree that the laws of the Republic of South Africa will govern this User Agreement and any dispute of any sort that might arise between you and BP Medical Aid Society in respect of the formation, interpretation, substance or application of this user agreement.

## 12. Severability

Whenever possible, each condition of this User Agreement will be interpreted in a manner which makes it effective and valid under applicable law. If any condition of this User Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability will not affect the other Conditions of this User Agreement, all of which will remain in full force.

## 13. Specific terms and conditions to microsites

- 13.1 The information contained in this website is general in nature and is intended for use solely as an educational aid.
- 13.2 The information is intended to supplement, where appropriate, and in no way substitute the

- expertise and judgement of your physician, pharmacist or other healthcare professional.
- 13.3 You are advised that decisions about the diagnosis and treatment of a medical condition, including decisions about drug therapy, are complex medical decisions needing the independent and informed judgement of your appropriate healthcare professional.
  - 13.4 All specific questions about the treatment and care of a medical condition need to be posed to your own healthcare professional.
  - 13.5 BP Medical Aid Society, its suppliers, licensees and sub-licensees are not responsible for any decisions you may make resulting from the use of the information including, but in no way limited to, you choosing to seek or not to seek professional medical care or you choosing or not choosing specific treatment.
  - 13.6 The views expressed on this website are not necessarily those of BP Medical Aid Society, or its agents, nor are the products advertised within the website necessarily covered as benefits in terms of the rules of the Society, nor are they necessarily endorsed by the Society. We do not in any manner endorse, assume responsibility for, or recommend the use of any drug or treatment method described on this website.
  - 13.7 In the event of contradictions or disputes, the rules of BP Medical Aid Society will always prevail.