

FX HEALTH PATIENT TERMS AND CONDITIONS OF SERVICE (June 2021 UPDATE)

This document details the Terms and Conditions ("Terms") which apply to Dr Lienka Botha & Partners PR 0453625 (Dr Lienka Botha Inc. in association with Delya Twynam Physiotherapists Inc.), (referred to herein as "FX Health")'s, provision of its medical health and other related services ("Services") to you and/or people or children under your guardianship, at its nominated Health address or otherwise.

These Terms consist of, and details, four (4) main components of FX Health's services, the completion and application of which are necessary for your lawful and convenient engagement with FX Health and its practitioners:

1. Terms of Service
2. Patient Information
3. Covid 19 Health Declaration Form
4. Privacy Statement

Please pay specific attention to the BOLD provisions of the FX Health Terms. These provisions limit the risk or liability of FX Health and its practitioners, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify FX Health or is an acknowledgement of any fact by you.

- You may also have to provide your confirmation of particular features of these Terms, where you will need initial alongside the relevant **BOLD** clauses. This is to confirm that you are explicitly aware of the conditions of that particular clause but does not mean that all other clauses are any less important to note.
- Please contact us if you, as the patient or guardian, do not understand any of the clauses below, where we shall gladly explain further. Do not sign or accept these Terms if you do not understand or agree to them.
- Patients will be provided a copy of your completed and accepted Terms by email and/or hard copy on request.
- The definitions used in these Terms are not necessarily defined in order.
- The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon FX Health uploading the amended Terms to the Website and by notifying you by email. Your continued access or use of the Website, use of FX Health Services and/or registration as a patient with FX Health constitutes your acceptance to be bound by the Terms, and as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- Dr Lienka Botha & Partners (t/a "FX Health") is registered under South African medical practice number 0453625.
- These Terms were last updated on: 2021/06/17

TERMS OF SERVICE:**1. PURPOSE AND NATURE OF HEALTHCARE**

- 1.1. **You warrant that you understand and agree that in healthcare, results cannot be guaranteed. Results also depend on how one's individual body reacts to the treatment, which is unique to every single patient.**
- 1.2. **You warrant that you understand and agree that your own behaviour or actions may affect the outcome or results of the healthcare or treatment received from FX Health and/or its practitioners.**
- 1.3. **You agree to follow the instructions provided to you by your relevant healthcare practitioner, including the need to take certain medications, or attend follow-up consultations, where if you fail to do this, you agree to undertake to not hold FX Health and/or any of its staff, professional or otherwise, liable for any direct or indirect negative consequence, damages, injury, illness, death, or loss sustained due to your failures or breach of these Terms.**

2. PRICING, FEES, MEDICAL AID CLAIMS AND PAYMENT

- 2.1. Fees are set according to the following principles:
 - 2.1.1. FX Health bills according to a billing policy, where it charges the fees it regards as appropriate in terms of the experience, services and training of the professionals working in the practice, as well as the cost-base of the practice.
 - 2.1.2. We may also apply prescribed medical codes in determining the cost of treatment, where a general fee list of the most common codes we charge is available from our accounts department. Please email accounts@fxhealth.co.za, phone 021 461 2457 or ask our Administrators for such a list.
 - 2.1.3. The general fee terms relating to private (i.e. non-medical scheme) patients are available on request from our staff but will be brought to your attention prior to commencing any of our services with you.
 - 2.1.4. The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and even from option to option (plan to plan). You must obtain those details from your chosen scheme. If you are concerned about the amounts you need to pay your scheme, you must talk to your scheme.
 - 2.1.5. **Our fees include your FX Health visit(s) (i.e. the consultation(s)) and any equipment or medicines used in the consultation.**
 - 2.1.6. Our fees exclude the costs of any third-party service provider, including specialist referrals, who provides medical services to you which are not within our practice or are not directly related to our treatment of you, including other specialist or general practitioners, pathologists (for blood tests), radiologists (for X-rays and scans), biokineticists, osteopaths, psychologists, psychiatrists, anesthesiologists, other pain clinics, hospitals, theatres, clinics, occupational therapists or physiotherapists. These services are procured privately between you and your chosen third-party service provider. You must discuss fees due to third-party service providers, directly with those third-party service providers, where FX Health is under no obligation to assist you in doing so.
- 2.2. FX Health fees may be increased on an annual basis and patients will be notified of this via email.

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- 2.3. Please note that the cost and type of healthcare and treatment you receive depends on how your body reacts to treatments, where your practitioner may need to alter or vary a chosen treatment at some point during your engagement and treatment with them. FX Health and your practitioner will always advise you of the need for any treatment or service changes, where any variance to cost to you will be brought to your attention as soon as is reasonably possible, and which costs you will be liable to pay the FX Health.
- 2.4. In the case of an emergency, the law allows us to step in to save your life, or to prevent or reduce harm to you, **without** your direct prior consent. In providing these emergency services, we are entitled to, and will, charge you for the costs of these emergency services provided by FX Health.
- 2.5. Directly after each consultation and before you leave FX Health premises, you will be presented with an invoice reflecting the fees due to FX Health for the services rendered to you. In the unlikely event that you do not receive this invoice directly after our consultation, nor within 30 (thirty) days after the relevant services were provided to you, please let the FX Health know immediately.
- 2.6. If we are contracted to your medical aid:
- 2.6.1. Please provide us with the following information when registering your medical scheme with FX Health: A valid Driver's license OR Identity document, as well as your current valid Medical Aid Plan Membership Card. If you fail to provide us with the correct and most updated information in a timely manner, you will be held responsible for payment of services rendered.
- 2.6.2. If you rely on your medical aid for the payment of any FX Health fees when contracting with us, it is your responsibility to ensure that you are in good standing with your medical aid and that payment for our services are fully covered by your medical plan. You confirm that we may verify member validity and patient details with your scheme as a principal member or dependent, at the date of visiting FX Health or its practitioners.
- 2.6.3. **All invoices must be settled within 30 (thirty) days of the services being rendered to you, which period shall include any time needed by your medical aid to pay on your behalf.** ☐
- 2.6.4. We may contract to certain medical schemes (or medical scheme options) in a particular year. In such cases we will be obliged to charge at the levels so agreed with that scheme.
- 2.6.5. We are currently (2021) contracted to the following prominent medical aids, amongst others: AECI, Barloworld, Bonitas, Fedhealth, GEMS, MBMed, Medshield, Nedgroup, Old Mutual Staff Medical Aid, Keyhealth, Medihelp, WCMA's, Polmed, Profmed, SABC Medical Aid, Sasolmed, Agility Global Health Solutions Health Squared, Bankmed, Bestmed Medical Scheme; National Health Care, Malcor Option D, Makoti Comprehensive, Chartered Accountants Medical Aid Scheme (CAMAFA) (, MSOInternational, Libcare, Alliance Midmed Medical Scheme, Building & Construction Industry, Compare Wellness, Grintek Electronics, Tigerbrands, Transmed, Witbank Coalfields Medical Aid Scheme, Massmart Health Plan, PPS Healthcare Administrators Universal Healthcare. The list is however non-exhaustive, and we can gladly provide a full and applicable / updated list on request.
- 2.6.6. You consent to us submitting your invoice to your medical scheme as nominated by you. This does not mean that the scheme has received the invoice or that they accept liability for the invoice. The complete payment of your invoice stays your responsibility until it has been fully settled. You need to check with your medical aid that the invoice will be fully settled. Alternatively, you first need to settle the invoice in full with FX Health, and then claim back from your medical aid. Should you not be able to settle your invoice immediately, you need to complete an acknowledgment of debt and arrange payment options with the FX Health accounts department.
- 2.6.7. **In the event that your medical aid is contracted with FX Health, but does not settle your invoice partly or in full for any reason, you remain liable for payment of all outstanding fees.** ☐
- 2.6.8. If your invoice is not fully paid and settled with FX Health after the required 30 (thirty) calendar days, we will:
- 2.6.8.1. Give you notice, in terms of applicable South African credit legislation, after 20 (twenty) working days that your invoice is in arrears, and must be duly settled with us. If you still fail to fully settle your invoice within another 10 (ten) days from the dispatch of our notice to you, the invoice will be handed over for debt collection. **This may result in negative consequences for you, such as you acquiring a bad credit record.** You will also be responsible for all costs relating to the debt collecting, such as commissions and fees levied by the debt collector; and/or
- 2.6.8.2. Charge you interest on all outstanding amounts at a rate of 2 (two) percent, compounded monthly, in arrears as allowed by the National Credit Act. You undertake to pay any such interest along with the outstanding balance to FX Health.
- 2.6.9. Also note that your medical scheme may require pre-authorisation and/or a motivation prior to paying for, or authorising certain treatments. Pre-authorisation or scheme approval is no guarantee of payment by the scheme, according to the schemes themselves.
- 2.6.10. If you feel that your medical scheme should have paid in full for a treatment, or if you did not receive the services you think you should have received from your scheme, you can lay a complaint at the Council for Medical Schemes by fax: (012) 431-0608 or at this email address: complaints@medicalschemes.com. If you feel that terms and conditions of your scheme are unfair or benefits were not communicated clearly, you can complain at the National Consumer Commission at fax: 086 151 5229.
- 2.7. If we are not contracted with your medical aid:
- 2.7.1. We do not submit invoices to medical schemes with whom we do not have a contract.
- 2.7.2. **For the initial consultation, we will provide you with an invoice for the fees incurred by you for the services rendered, immediately after the conclusion of your treatment, or consultation, as the case may be. You have to settle this invoice with us immediately after your consultation and before you leave FX Health's premises, or that of its practitioner.** ☐
- 2.7.3. For repeat treatments we will provide you with a cost estimate before we begin treatment with you.
- 2.7.4. We will provide you with the various factors in calculating the cost estimate, including applicable medical codes and their Rand value. This is merely an estimate, as treatment on the day may vary, which may have an effect on the fee finally charged to you, which you understand and accept to pay.
- 2.7.5. As part of the total estimate provided to you, the patient will receive 2 (two) estimates comprising the total estimate amount; from the doctor and physiotherapist.
- 2.8. **You, as an adult patient or as a guardian of a minor patient under your guardianship, remain fully liable to settle your full invoice, irrespective of whether your medical aid scheme gave pre-authorisation for such payment or treatment, or not. This also applies if you are a dependent on someone else's medical scheme.** ☐
- 2.9. We accept the following forms of payment:
- 2.9.1. Medical Aid assisted payments;
- 2.9.2. Debit or Credit Card (MasterCard & Visa cards); and
- 2.9.3. Cash
- 2.9.4. Snap scan

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- 2.10. We do not accept the following forms of payment:
- 2.10.1. Cheques; and
 - 2.10.2. Diners Club or American Express Cards.
 - 2.10.3. Bitcoin or other digital currency.
- 2.11. We offer a 10% (ten percent) discount for payments (cash or card) received immediately for any treatments rendered, and which are not covered by your medical aid.

3. ON TIME OF PERFORMANCE OF SERVICE AND ATTENDANCE

- 3.1. Although we will do our best to render the services at the time we set, sometimes **the patient treated before you may require a longer time or an emergency has to get preference**. By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.
- 3.2. When a patient is late for an appointment or cancels an appointment:
- 3.2.1. In accordance with all applicable medical and consumer protection laws on the subject, the following charges may be incurred by you, which you expressly agree to, and for which you will be liable to pay to FX Health, in the following scenarios:
 - 3.2.1.1. **Arriving late for an appointment:** If you arrive late for an appointment, FX Health may still charge you the full amount of a complete appointment even though you may not make use of the whole time allotted to you. FX Health or the relevant practitioner may also have to cancel the rest of a remaining appointment if you arrive late, as such late attendance causes serious detriment to all subsequent bookings and appointments of other patients, nor does it allow your practitioner to provide you with the correct medical treatment as is required of them. Further, FX Health is under no obligation to extend your appointment without charging you a further appointment fee.
 - 3.2.1.2. **Cancelling an appointment with more than 24 (twenty-four) hours' prior notice:** FX Health will not charge you any charge or fee if this notice is provided timeously. FX Health may then assist you in rescheduling your treatment or appointment within any original treatment period, for no additional charge.
 - 3.2.1.3. **Cancelling an appointment with less than 24 (twenty-four) hours' prior notice or simply not arriving at all:** FX Health will charge you a reasonable cancellation or no-show fee of R300 (three hundred Rand) per healthcare provider -consultation missed, due to the customised nature of the Services you failed to utilise, and the inability of FX Health to arrange a replacement patient in such a short time. For example, if you miss an appointment to see 2 (two) practitioners, you will be charged R600 (R300 per practitioner).

4. CONFIDENTIALITY

- 4.1. FX Health maintains confidentiality over, and protects, all personal information provided to us by patients, and holds it in confidence to the full extent required by law.
- 4.2. We will use your information only in relation to your healthcare, or in relation to our permitted uses, contained in our Privacy Statement herein.
- 4.3. As and when required, we keep all of your information confidential and do not disclose it to anyone without your prior written consent, including when you are a child over the age of 12 (twelve) years. **We can only release information with your written consent, even if a family member requests the information. This is legal requirement and no exceptions will be entertained.**
- 4.4. The following special cases exist where the law compels us to disclose your personal information, and by agreeing to our Services and these Terms, you acknowledge this legal duty that we have to disclose:
- 4.4.1. to your medical scheme: a diagnostic code and details of the treatment, so that the scheme can evaluate whether it falls within your benefits;
 - 4.4.2. to referring healthcare professionals and/or third parties legitimately involved in your care: information that is necessary and in your best interest will be shared with necessary healthcare professionals in terms of the applicable health and other legislation.
- 4.5. We keep and may use **anonymised** information (i.e. without your name, identity number or address) to companies who collect this data to track trends in healthcare services.
- 4.6. You understand and agree that some medical schemes provide all information on all the dependents on a scheme to the principal (main) member. We do not accept liability for any such personal information that is disclosed as a result of the scheme's actions, and you should direct queries on this matter to the relevant medical scheme you belong to.
- 4.7. For further and complete provisions on how we process your personal information, please review our Privacy Statement. It is also available on our website.

5. CHILDREN AND HEALTHCARE

- 5.1. **You confirm that you agree and understand that, as a parent or legal guardian for a child in your care, you are legally liable to cover the cost of your child's or ward's healthcare provided by FX Health, even if applicable children's legislation allows a child over the age of 12 (twelve) to provide their own consent to treatment without your consent.**

6. EQUIPMENT, DEVICES AND MEDICINES ("GOODS") WE USE

- 6.1. Pharmacy and health legislation prevents us from taking back any equipment we have provided to you in the scope of treatment. We can also not refund you in these circumstances. This is for safety and healthcare purposes.
- 6.2. If there is a proven quality or performance fault with the goods we have provided you, we will contact the relevant supplier of such goods, who will deal with the matter with you directly. They will decide on whether a repair, refund or replacement would be provided, in conjunction with your applicable rights. Note that each manufacturer may have its own rules regarding for example, refunds and defects, in this regard.
- 6.3. In general, if you have made changes to the goods or did not use them as prescribed, you may have invalidated any warranty existing over those goods, or limit your rights in terms of a refund, replacement or repair.

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7. PATIENT / CLIENT / CONSUMER DUTIES (IN TERMS OF THE NATIONAL HEALTH ACT, 2003)

- 7.1. You must adhere to the rules of FX Health and any legitimate instructions given to you by staff or healthcare professionals.
- 7.2. Patients are encouraged to ask questions and have the right to receive information and answers from us. It will be presumed that you have a clear understanding of and accept information or communication in the event that you do not ask any questions. ☐
- 7.3. You and/or your family or other persons that use the services of FX Health, must not harass the healthcare professionals and staff. All FX Health staff are to be treated courteously and be treated with respect at all times. If not, we are allowed by law to refuse to treat, or to continue to treat, you or your children. In such cases, we may, in our sole discretion, refer you to another healthcare provider for medical treatment, notwithstanding that you are still liable to FX Health for any costs incurred with us for treatment already provided by FX Health to you.

8. SPECIFIC PATIENT CONSENTS AND TREATMENT CONDITIONS:

- 8.1. As part of your receipt of Services or treatment from FX Health or any of its practitioners, you understand and agree that the following may apply, which you hereby expressly consent to:
- 8.1.1. I consent to undergo Medical Treatment by Dr Lienka Botha and Partners Independent Interdisciplinary Group Practice and its professional medical affiliates (trading as Fx Health)
- 8.1.2. Treatments are given in accordance with the discretion of the practitioner. All the necessary steps will be taken to eliminate and/or minimize any potential risks and/or disadvantages associated with any treatment. ☐
- 8.1.3. In order to perform certain assessments and treatment on you, the practitioners may need to uncover specific parts of your body and make physical contact to provide an effective treatment. This will be carried out in a professional manner and protecting privacy at all times.
- 8.1.4. The patient has the right to request that a witness to the treatment be made available. The patient is encouraged to immediately inform the treating therapist if they feel their privacy or decency is being compromised or to ask why a particular technique is being used. It is an inherent part of our services that the patient be moved and touched. If a patient feels uncomfortable with any procedures, it is the patient's duty to verbally refuse to continue with the treatment session;
- 8.1.5. The treatment and interventions that will be performed on you will be subject to the relevant practitioner's performance of the relevant safety tests and evaluation, and taking the relevant precautions before commencing, as required; and
- 8.1.6. When receiving specialized treatment like dry-needling, the patient shall receive an explanation of the treatment process, risk clarification, mitigating actions and any patient concerns and questions shall be answered when performing the treatment technique. A patient will need to give written consent before such treatments will be performed.
- 8.2.
- 8.3. I consent to making any report on my Medical Treatment and prognosis available to my medical scheme
- 8.3.1. I expressly agree to the processing of my personal information contemplated in the Protection of Personal Information Act No 4 of 2013 by Dr Lienka Botha & Partners and/or Dr Lienka Botha Inc and/or Delya Twynam Physiotherapist Inc and/or Fx Health, the practices' staff and third parties with whom they have a contractual relationship for the following purposes:
- a) treating and managing me in terms of a clinician-and-patient relationship;
 - b) The administration of the contractual relationship between myself and the practice(s).
 - c) Communicating with other persons inasmuch as it relates to my treatment and management
 - d) Communicating with third parties who have undertaken to indemnify me for the costs of my treatment and management or part thereof including medical schemes and their administrators where relevant; and
 - e) Collecting monies outstanding from me
 - f) I consent to my medical records being used to compile a database on the outcome of the examination and treatment or making my medical records available to any third party, provided my identity remain anonymous. ☐

9. INDEMNITIES AND DISCLAIMERS:

- 9.1. Every person utilizing a FX Health premises for whatever reason is responsible for the safety and security of their own personal belongings and FX Health and/or its practitioners will not be held liable for any loss, damage or theft thereof.
- 9.2. Every person utilizing any parking area at a FX Health premises does so entirely at their own risk.
- 9.3. To the fullest extent allowed in law, FX Health, its members, employees, directors, practitioners and partners, accept no liability whatsoever for loss, damages, harm, injury, illness, pandemic illness or death whether direct or indirect, consequential or arising from your use of the Services and/or transactions or actions resulting therefrom. You specifically understand and agree that some FX Health treatments are conducted in close proximity and may entail personal contact and may have an unknown consequence, which you accept all responsibility for, and shall indemnify FX Health for any losses, illness, injury or harm sustained, as detailed in this clause 9.
- 9.4. FX Health, its members, employees, partners, practitioners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Services in any manner.
- 9.5. You indemnify and hold harmless FX Health, its members, employees, practitioners and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of the Services offered or concluded with FX Health in any way. ☐
- 9.6. You agree to indemnify, defend and hold FX Health harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.

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PATIENT INFORMATION: *Confirmation of patient's acceptance of these Terms (to be completed by all patients and/or guardians):*

- Please complete the following fields which constitute your Patient Information:

Name of patient: _____

ID Number of patient: _____

Confirmation from guardian (if applicable): Name of guardian: _____

ID number of guardian: _____

Signature: _____ Date: _____

Witness: _____ Date: _____

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_____**Cape Town**106 The Harrington, 50 Harrington Street
Zonnebloem, 8000 | (021) 461 2457 opt 1www.fxhealth.co.za**Northern Suburbs** Unit 5, 19 Pasita Street,
Rosenpark
Bellville, 7550 | (021) 461 2457 opt 2

HEALTH DECLARATION FORM COVID-19

I _____ (insert full name) hereby certify, represent, and warrant as follows:

Within the twenty-one (21) days immediately preceding the Date OF ANY TREATMENT SESSION I HAVE NOT:

- tested positive or presumptively positive with the Coronavirus or been identified as a potential carrier of the COVID-19 virus or similar communicable illness ("Coronavirus");
- experienced any symptoms commonly associated with the Coronavirus i.e.: **fever ($\geq 38^{\circ}\text{C}$), cough, sore throat etc.**
- been in any location positively designated as hazardous and/or potentially infected with the Coronavirus by a recognized health or regulatory authority, such as countries deemed high risk for Coronavirus as per the President's declaration in terms of the National Disaster.
- been in direct contact with or the immediate vicinity of any person I knew and/or now know to be carrying the Coronavirus or has been identified as a potential carrier of the Coronavirus.

I CAN account for all locations visited over the twenty-one (21) days preceding a treatment session and shall provide an exhaustive list of all locations visited and modes of transportation used on request.

I AGREE to notify Fx Health of any change in status, including diagnosis with Coronavirus and/or quarantine, immediately as soon as I become aware of change in status or diagnosis either before or following an appointment.

I WILL, if asked, **wear a mask** at all times while receiving treatment and will take all reasonable prophylactic steps that may be recommended by a representative of FX Health.

I consent to **having my temperature taken** by any representative of the practice prior, during, and/or after any treatment, and will provide any follow up information reasonably requested by a representative of Fx Health.

Due to the nature of the CORONA virus I **ACKNOWLEDGE and ACCEPT** the potential risk of exposure to the virus during my visit at this facility, even with all possible risk has been mitigated by the practice and all precautions as described by law has been put in place.

I **ACKNOWLEDGE and ACCEPT** that this Declaration shall be governed by the laws of South Africa. I irrevocably agree that the Courts of South Africa shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute which may arise out of, under, or in connection with this Declaration and for such purposes hereby irrevocably submit to the jurisdiction of such Courts. Nothing contained herein shall limit the right of Fx Health to take proceedings in any Court.

I **ACKNOWLEDGE and ACCEPT** that this Declaration will be considered as my consent to FX Health to disclose, share, record and store this Declaration with any relevant authority or service provider for the purposes of ensuring the safety and security of any and all third parties that may come in contact with me prior, during, and after this treatment.

If over the previous twenty-one (21) days prior to treatment, I have visited any of the countries deemed as high risk for the Coronavirus as per the President's declaration in terms of the National Disaster, I **AGREE** to provide a written verification executed by a certified physician or a medical facility prior to treatment that

- a CDC-approved Corona virus test was administered on me and was negative or
- I do not meet the CDC criteria for administering a Coronavirus test and do not exhibit any Coronavirus symptoms.

I **AFFIRM** that all the above statements apply equally to the following person and/or minor under the age of 12 accompanying me (either with me or with my consent) to any appointment:

Name/Surname: _____; ID No: _____

If any above statement is not wholly true, please provide a full explanation here:

_____ In signing below, I, an individual over the age of 12 of sound mind, knowingly, voluntarily, and freely agree to the terms of this binding Declaration, and in doing so represent the truthfulness and veracity of the above answers.

Signature

Date

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PRIVACY STATEMENT

(in line with the provisions of the Protection of Personal Information Act 4 of 2013)

Please read this Privacy Statement carefully to understand how your personal information will be handled by Dr Lienka Botha & Partners and/or Dr Lienka Botha Inc and/or Delya Twynam Physiotherapist Inc and/or Fx Health ("the practice"). Every term of this Statement is material. If you do not agree with the processing of your personal information as set out in this Statement, we may in our sole discretion decide whether to provide or continue with the provision of general healthcare and/or physiotherapy and/or DBC services to you, unless we have a legal obligation to do so, or to otherwise engage with you.

1. ABOUT THE PRACTICE

This is a private practice, which provides medical and physiotherapy and/or DBC services to patients. The practice is subject to various laws protecting the privacy and confidentiality of data subjects (e.g. the Health Professions Act and the National Health Act), including patients, as well as the ethical rules and policies of the Health Professions Council of South Africa (HPCSA).

The practice's contact details are as follows:

Address: The Harrington, 50 Harrington Street, Cape Town, 8000

E-mail: Lienka.botha@fxhealth.co.za

Telephone: 021 461 2457

Website: www.fxhealth.co.za

2. INFORMATION OFFICER

The contact details of the practice's Information Officer(s) are as follows:

Name: Dr Lienka Botha & Delya Twynam

E-mail: Lienka.botha@fxhealth.co.za & delya.twynam@fxhealth.co.za

Telephone: 021 461 2457

3. DEFINITION OF TERMS

3.1 **"Personal information"** refers to information relating to identifiable, living, natural persons as well as identifiable, existing juristic persons, and includes, but is not limited to -

- 3.1.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- 3.1.2 information relating to the education or the medical, financial, criminal or employment history of the person;
- 3.1.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 3.1.4 the biometric information of the person;
- 3.1.5 the personal opinions, views or preferences of the person;
- 3.1.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 3.1.7 the views or opinions of another individual about the person; and
- 3.1.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person,

and "information" has a similar meaning unless the context requires otherwise.

3.2 **"Processing"** refers to any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including -

- 3.2.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

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Cape Town

106 The Harrington, 50 Harrington Street
Zonnebloem, 8000 | (021) 461 2457 opt 1

www.fxhealth.co.za

Northern Suburbs Unit 5, 19 Pasita Street,
Rosenpark
Bellville, 7550 | (021) 461 2457 opt 2

- 3.2.2 dissemination by means of transmission, distribution or making available in any other form; or
- 3.2.3 merging, linking, as well as restriction, degradation, erasure or destruction of information.

3.3 **"POPIA"** means the Protection of Personal Information Act (Act 4 of 2013) and Regulations made in terms thereof.

3.4 **"We" / "us"** refers to the practices and the practice owners / partners / directors.

3.5 **"You" / "your"** refers to the data subject (i.e. the person or entity) whose personal information is in the possession of or under the control of or processed by the practice.

4. APPLICATION OF THE PRIVACY STATEMENT

This Privacy Statement applies to personal information that we have in our possession or under our control, and information that we collect or receive from or about you (for example, when you obtain DBC, medical or physiotherapy services at the practice and/or submit information via the practice's website). It stipulates, amongst others, how we collect your personal information, the type of information collected, why that information is collected, the circumstances under which that information will be shared with others, the security measures that we have implemented to protect your personal information and your right to obtain access to and correct the information in our possession or under our control.

5. OUR COMMITMENT

We understand that your personal information is important to you and that you may be anxious about disclosing it. Your privacy and the security of your information are just as important to us and we therefore want to make sure you understand how your information will be processed. We acknowledge that we are required by law to keep your personal information confidential and secure. We are committed to conducting our practice in accordance with the law in order to ensure that the confidentiality of your personal information is protected and maintained. We take this commitment to look after your personal information seriously. We have implemented a number of processes to make sure that your personal information is used in the right way.

6. PRIVACY PRINCIPLES

We apply the following principles in order to protect your privacy:

- No more personal information about you than what is necessary is collected;
- Your personal information is only used for the purposes specified in this Privacy Statement, unless you are advised otherwise;
- Your personal information is not kept by us if it is no longer needed; and
- Other than as specified in this Privacy Statement or otherwise agreed with you, we do not share your personal information with third parties.

7. WHEN YOU PROVIDE INFORMATION ABOUT ANOTHER INDIVIDUAL / ENTITY

You must make sure that if you provide personal information about any individual or entity to us, you may lawfully do so (e.g. with their consent). We will accept that you are acting lawfully. You should make sure that they are familiar with this Privacy Statement and understand how we will use and disclose their information.

8. COLLECTION OF YOUR PERSONAL INFORMATION

We obtain personal information directly from you when you become a patient, when you log onto our website or when you provide information to us. Information may also be collected from other sources, depending on the circumstances, such as your next-of-kin, another health care practitioner involved in your care, the hospital / facility admission form, a credit bureau, a public record or when you make information publicly available. The information that we request from you is necessary to provide you with medical / physiotherapy or DBC services. Information is generally collected for the purposes as set out below.

9. PROCESSING AND DISCLOSURE OF PATIENTS' PERSONAL INFORMATION

There are various laws that permit the processing of your personal information such as the National Health Act, the Health Professions Act and POPIA. We will only process, which includes collect, use, store or disclose, your personal information in accordance with the law or otherwise with your consent and will always strive to keep your information confidential, whether you supply it directly to us or whether it is collected lawfully from other sources.

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We generally collect and process the following personal information about patients and retain it as part of our records:

- Name, identity number, date of birth, age, contact details, address and gender;
- Name and contact details of next-of-kin;
- Health status and disability;
- Funder (e.g. medical scheme) information;
- Medical and/or Physiotherapy and/or DBC services provided;
- Reports from special investigations such as radiology reports and pathology results;
- Account and payment details; and
- Patient documentation, including consent forms, invoices, photos, videos and correspondence.

When you become a patient of the practice, we will use your personal information as follows:

- to provide you with appropriate care;
- to communicate with you in respect of your care, including reminding you of appointments and collecting payments for services rendered;
- for administrative purposes, including preparing invoices and collecting payment for services rendered;
- to refer you to other practitioners;
- to report to referring practitioners;
- for participation in clinical trials;
- record-keeping;
- for historical, statistical and research purposes;
- as proof;
- for enforcement of the practices' rights;
- for any other lawful purpose related to the activities of a private medical and/or physiotherapy practice; and/or
- as may be requested or authorised by you.

We do not use your personal information for commercial purposes.

Depending on the circumstances, your personal information will be disclosed to the following persons and entities:

- relevant treating practitioners to ensure appropriate care;
- next-of-kin (if it is necessary in the circumstances);
- your funder (such as your medical scheme upon its request, for example, to allocate benefits);
- your insurance company (upon your request);
- bodies performing peer review of our practitioners / clinical practice audits;
- our professional advisers as well as employees and service providers who assist us to provide the services and who perform functions related to the administration of the practice, subject to confidentiality agreements;
- debt collectors and credit bureaus, if your accounts are outstanding;
- public and private bodies (such as regulators), as may be required in terms of the law;
- law enforcement structures, including courts and tribunals;
- as required or permitted by law, including to comply with any legal obligation or to protect the rights, property or safety of our business, employees, patients, the public or others; and
- a purchaser of the practice, if applicable.

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Cape Town

106 The Harrington, 50 Harrington Street
Zonnebloem, 8000 | (021) 461 2457 opt 1

www.fxhealth.co.za

Northern Suburbs Unit 5, 19 Pasita Street,
Rosenpark
Bellville, 7550 | (021) 461 2457 opt 2

10. LINKS TO SOCIAL NETWORKING SERVICES

We use social networking services such as WhatsApp, LinkedIn, Twitter and Facebook to communicate with the public about our services. When you communicate with us through these services, the relevant social networking service may collect your personal information for its own purposes. These services have their own privacy policies, which are independent of this Privacy Statement.

11. CONSENT

If you provide consent to us to process your personal information, you may withdraw your consent at any time. This does not affect the processing of personal information that has already occurred. If you withdraw your consent, your personal information will only be processed as provided for in the law, and, if the circumstances make it reasonable and lawful for us to do so, we may terminate our relationship with you.

12. OBJECTION TO PROCESSING

In certain instances, you may object to the processing of your personal information, if it is reasonable to do so, unless we may do so in terms of the law. This must occur on the form prescribed by POPIA. This does not affect personal information already processed. If you object and we agree with your objection, your personal information will only be processed as provided for in the law. If you exercise this right and, if the circumstances make it reasonable and lawful for us to do so, we may terminate our relationship with you.

13. RECORD-KEEPING

We maintain records of your personal information for as long as it is necessary for lawful purposes in accordance with the law, including to fulfil your requests, provide services to you, comply with legal obligations, resolve disputes, enforce agreements and as proof. These records may be held in electronic format. We may also retain your personal information for historical, statistical and research purposes, subject to the provisions of the law.

14. SENDING INFORMATION ACROSS THE BORDERS OF THE REPUBLIC OF SOUTH AFRICA

We process and store your information in records within the Republic South Africa, including in 'clouds', which comply legal requirements to ensure the protection of your privacy. If we must provide your personal information to any third party in another country, we will obtain your prior consent unless such information may be lawfully provided to that third party.

15. SECURITY OF YOUR PERSONAL INFORMATION

We are committed to ensuring the security of your personal information in order to protect it from unauthorised processing and access as well as loss, damage or unauthorised destruction. There are also inherent risks in the electronic transfer and storage of personal information. We have implemented and continually review and update our information protection measures to ensure the security, integrity, and confidentiality of your information in accordance with industry best practices. These measures include the physical securing of the offices where information is held, the locking of cabinets with physical records, password control to access electronic records, which passwords are regularly changed, off-site data back-ups and stringent policies in respect of electronic record storage and dissemination. In addition, only those employees and service providers that require access to your information to discharge their functions and to render services to us are granted access to your information and only if they have concluded agreements with or provided undertakings regarding the implementation of appropriate security measures, maintaining confidentiality and processing the information only for the agreed purposes.

16. SECURITY BREACHES

We will inform you and the Information Regulator, if any person has unlawfully obtained access to your personal information, subject to the provisions of the law.

17. RIGHT TO ACCESS YOUR PERSONAL INFORMATION

You have the right to have access to your personal information subject to restrictions imposed in legislation. You may request access to your information in our possession or under our control and information of third parties to whom we supplied that information. If you wish to exercise this right, please complete and submit the prescribed form to the Information Officer. Costs may be applicable to such request. The relevant form and costs can be obtained from the Information Officer. You may also consult our PAIA Manual.

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18. ACCURACY OF YOUR PERSONAL INFORMATION

It is important that we always have accurate information about you on record as it could impact on communication with you and your health, if applicable. You must therefore inform us as soon as any of your information has changed. You may also request that we correct or delete any information. Such a request must be made in writing on the prescribed form to the Information Officer and must provide sufficient detail to identify the information and the correction or deletion required. Information will only be corrected or deleted, if we agree that the information is incorrect or should be deleted. It may not be possible to delete all of the information if there is a legal basis to retain the information. However, please contact the Information Officer to discuss how we can assist you with your request. If we correct any information and the corrected information will impact on any decision made or to be made about you, we will send the corrected information to persons to whom the information has been disclosed in the past if they should be aware of the changed information.

19. MARKETING OF PRODUCTS AND SERVICES

If you have provided consent, we may occasionally inform you, electronically or otherwise, about supplementary products and services offered by us that may be useful or beneficial to you. You may at any time withdraw your consent and opt out from receiving such information.

20. CHANGES TO THIS PRIVACY STATEMENT

We reserve the right in our sole and absolute discretion, to revise or supplement this Privacy Statement from time to time to reflect, amongst others, any changes in our business or the law. We will publish the updated Privacy Statement on our website at <http://www.fxhealth.co.za>. It will also be available at the practice reception. Any revised version of the Statement will be effective as of the date of posting on the website, so you should always refer back to the website for the latest version of the Statement. **It is your responsibility to make sure you are satisfied with any changes before continuing to use our services.** If we make a material change to this Statement, you will be notified with a notice on the website and in the practice that our privacy practices have changed and you will obtain a link / access to the new Statement. In the event that we make a material change to how we use your personal information, we will provide you with an opportunity to opt out of such new or different use. If you have any questions concerning this Statement, please contact our Information Officer.

21. CONCERNS AND COMPLAINTS ABOUT THE PROCESSING OF YOUR PERSONAL INFORMATION

All enquiries, requests or concerns regarding this Statement or relating to the processing of your personal information should be addressed to the Information Officer. If you believe that we process your personal information contrary to this Privacy Statement or in contravention of the law, please contact the Information Officer immediately. You may also lodge a complaint with the Information Regulator at complaints.IR@justice.gov.za / +27 (0)10 023 5207 / +27 (0)82 746 4173.

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