



FX HEALTH PATIENT TERMS AND CONDITIONS OF SERVICE (January 2024 Update)

This document details the Terms and Conditions (“Terms”) which apply to Dr Lienka Botha & Partners PR 0453625 (Dr Lienka Botha 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.

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.

- 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 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: 2024/01/30

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.

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 (2024) contracted to the following prominent medical aids, amongst others: AECl, Barloworld, Bonitas, Fedhealth, GEMS, MBMed, Medshield, Old Mutual Staff Medical Aid (Compcare Wellness, Tiger Brands), Keyhealth, Medihelp, WCMA's, Polmed, Profmed, SABC Medical Aid, Sasolmed, Agility Global Health Solutions Health Squared, Bankmed, Bestmed Medical Scheme; National Health Care, Chartered Accountants Medical Aid Scheme (CAMAF), MSOInternational, Enabledmed (Malcor Option D, Makoti Comprehensive), SAMWUMED, Parmed, PPS Healthcare Administrators Universal Healthcare (SEDMED, OPMED, RFMCF), Libcare, Sasolmed. 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-authorization 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. Medi Wallet

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 ATTENDENCE

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.

3.1.1.2 Canceling 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.

3.1.1.3 Canceling 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.

7. PATIENT / CLIENT / CONSUMER DUTIES (IN TERMS OF THE NATIONAL HEALTH ACT, 2003) 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. I consent to making any report on my Medical Treatment and prognosis available to my medical scheme

8.2.1. 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 Fx Health (Pty) Ltd 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 remains anonymous.

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.