

Terms of Use

Homespital Proprietary Limited (“Homespital”, “We”, “Us”, “Our”) provides its services to you through its website located at www.home-spital.com (the “Website”) and through its mobile applications (the “App”) and related services, content, tools, widgets, software, API(s) and/or any other product(s), service(s), data, or information (collectively referred to as the “Platform”) supplied to you by Homespital, subject to the following Terms of Use (as amended from time to time).

USE OF OUR SERVICES IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL AN AMULANCE OR GO TO THE NEAREST EMERGENCY ROOM.

This agreement is the user agreement (the “Agreement”) for Homespital. This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of the Site.

By accessing, viewing, downloading, installing, and/or using the Platform or the services offered through the Platform, you voluntarily and unconditionally accept to and agree to be bound by the Terms of Use and the Privacy Policy (defined below). If you do not agree to be bound by the terms and conditions of this Agreement, do not access the Site or use the services.

As discussed below, we reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time. Your continued use of the service after the date any such changes become effective constitutes your acceptance of the new Terms of Use.

1. Use of the Service

The Platform offers the following services to Users:

- a) The facilitation of marketing and sale of health care services by health care providers (“Providers”) to patients, including you
- b) Access to Medical Doctor services
- c) Access to Caregiver services
- d) Access to individuals who require health care services

This Platform features content related to medicine and medical developments, practices or procedures. Such content is intended to provide general information and guidance only and should not be regarded as a substitute for taking medical advice in relation to particular circumstances.

This App is made available for public viewing on the basis that Homespital is excluded to the extent lawfully permitted from all liability whatsoever for any loss or damage howsoever arising out of the use of this App or reliance upon the content of this App.

2. Your Use of the Service

- a) You agree to use the services only to help you find a health care provider for yourself or another person. You are solely responsible for all images, information, data, text, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. You will ensure that all content you upload or share complies with all applicable laws, rules and regulations, is appropriate and non-offensive, and that you have all necessary rights to use, share, and/or upload such content, without infringing any third party rights.
- b) No warranties, representations, undertakings, whether express or implied, is given in respect of the content of this App or the service provided on it, including the reliability, accuracy, completeness of the content contained on this App or of any other App or website which may be accessed through this App. Accordingly, Homespital shall not be bound in any manner by any information contained on this App or other websites. Any reliance on any information on this App shall be at the user’s own risk.
- c) Users may not use the content of this App for any commercial and/or non-commercial purposes.

3. Intellectual Property Rights

- a) The content and design of the Platform is subject to copyright owned by Homespital. Ownership of all intellectual property rights to this App vests in Homespital unless otherwise stated. Any logo, trademark, service mark, design, domain name or trade name appearing on this App (“Marks”), whether registered or not, are the property of Homespital. Users may not use, copy, edit, vary, reproduce, display, distribute or store any Marks without the prior written consent of Homespital.
- b) Homespital licenses any person who enters or uses this App (“the User”) to view, download and print the content of this App, provided that such content is used for personal, educational and/or non-commercial purposes only. All licenses and/or permissions granted are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Homespital at any time without giving reasons thereof.

4. Disclaimer

AS FURTHER SPECIFIED HEREIN, YOU ACKNOWLEDGE AND AGREE THAT HOMESPITAL DOES NOT PROVIDE ANY MEDICAL SERVICES NOR MEDICAL ADVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR ENDORSEMENTS REGARDING ANY MEDICAL SERVICES OR ADVICE THAT YOU MAY OBTAIN THROUGH THE SITE AND/OR THE SERVICES. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED

THROUGH THE SITE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR YOUR LOCAL EMERGENCY NUMBER IMMEDIATELY.

5. Users may only access and use this App for lawful purposes.
6. Any personal information submitted by a User on this App will be treated as confidential and will be collected, stored and used and processed for the stated purposes only. For the purposes of these terms and conditions, "personal information" shall have the meaning assigned to it in section 1 of the Promotion of Access to Information Act 2 of 2000. Homespital will only use the User's personal information in accordance with the terms of Homespital's privacy policy. By accessing this App, you acknowledge and agree that you have read, understand and accept Homespital's privacy policy contained on this App or Home-spital.com or Homespital.co.za.
7. Homespital will take all reasonable steps to secure the content of this App and the information provided and collected from Users from unauthorised access and/or disclosure. Homespital, however, does not make any warranties or representations that the content is 100% safe or valid.

8. Personal Information And Privacy Policy

Homespital may collect, use and disclose personal information about you through your use of the Platform. Please review the [Web and Mobile Privacy Policy](#) to find out how we collect, use and disclose your personal information that is collected.

9. Modification of This Disclaimer

Homespital reserves the right, in its sole and absolute discretion, to (at any time without prior notice to the User)-

- a. amend these terms and conditions;
- b. change the content available on the App;
- c. discontinue any aspect of this App; and/or
- d. change the software and hardware required to access and use this App.

10. Dispute Resolution

The User's use of this App and any dispute arising out of the use of this App is subject to the laws of South Africa. Any dispute arising out of the use or publication of this App is subject to the exclusive jurisdiction of the courts of South Africa.