

## **Natmed Websites Terms**

### **1 Introduction**

- 1.1 These websites, <https://natmed.mobi/> and <https://medicaldefence.mobi> (**Websites**) is owned and run by Natmed Medical Defence Proprietary Limited (**Natmed**). These Terms (**Terms**) govern the use of the Websites.
- 1.2 By agreeing to these Terms when registering on the Websites and by using the Websites, you, as the user, are bound by these Terms.
- 1.3 If you have any questions regarding these Terms, please contact Natmed at Info@Natmed.mobi

### **2 About Natmed**

- 2.1 Full name and legal status: **Natmed Medical Defence Proprietary Limited**
- 2.2 Physical address: **29 6<sup>th</sup> Street, Parkhurst, Johannesburg, South Africa**
- 2.3 Telephone numbers: **0860 628 633**
- 2.4 Email: **Dinnie@Natmed.mobi**
- 2.5 Any notices in connection with these Terms must be served on Natmed at the physical and email addresses set out in this clause 2.

### **3 Registration and login details**

- 3.1 You may only register claims and apply for medical malpractice insurance. and view your insurance information including your policy and schedule, on the Websites if you are registered.
- 3.2 To register, you must create an account by providing your identity number, practitioner (MP/Council) number and mobile number (**Login Details**), which will later be used to access your account.
- 3.3 You undertake that your Login Details will be used on the Websites only for your username and password will not be disclosed to any third party. You must keep your Login Details safe and it is your responsibility to maintain its confidentiality. If you allow another person to use your Login Details, Natmed may not be liable for any harm or loss you suffer and will have a claim against you for breach of contract.
- 3.4 You may not use the Login Details of another user.
- 3.5 You acknowledge that Natmed has no way of determining whether the use of Login Details is authorised or unauthorised. Natmed will therefore always assume that the use of your Login Details is by you and will accordingly accept and process any claims and applications where your Login Details have been entered. Natmed will not be liable for, and you indemnify

Natmed its directors, officers, managers, employees and agents, against any losses, damages, costs, claims or penalties arising from the processing of any claims or any other activities or actions by Natmed arising from the use of your Login Details.

- 3.6 You must notify Natmed immediately when you become aware, or reasonably suspect, that someone has access to or used your Login Details without your permission. You must also take reasonable steps to decrease the chances and severity of any loss or harm being suffered by you as a result.

#### **4 Disclaimers**

- 4.1 Natmed make no warranties or representations as to the accuracy, completeness or availability of the Websites.
- 4.2 Natmed regularly check the Websites for viruses but does not warrant that it is free from all errors and viruses or any other harmful software or devices that have the ability to corrupt your computer or other devices. You should ensure that you have appropriate anti-virus protections in place.
- 4.3 Natmed does not warrant that the Websites is compatible with your computer equipment or software.
- 4.4 Use of the Websites is at your own risk. Natmed, its directors, officers, managers, employees and agents, will not be liable for any loss or damage resulting from use of, or the inability to use, this Websites.
- 4.5 Any websites, to which links are provided on this Websites, are not necessarily endorsed by Natmed. Some websites contain material that is harmful, obscene or offensive and you should use discretion when linking to other websites from the Websites. Doing so is at your own risk. Natmed, its directors, officers, managers, employees and agents, will not be liable for any loss, damage or other liability arising from your use of any third-party websites or for the content, privacy policies, or practices of any third-party websites.

#### **5 Intellectual property**

- 5.1 The "Natmed Medical Defence" name and logo is the intellectual property of Natmed and may not be used in any way without obtaining Natmed's prior written permission.
- 5.2 All other content on the Websites (including text, images, videos, sound recordings and drawings), and all rights in the content, are either owned by Natmed or licenced to it and may be used for your own personal, lawful, non-commercial use only. You may not use the content in any way for any other purpose without first obtaining Natmed's prior written permission. This means that the following acts are prohibited:
- (1) Storing content from the Websites in any form including electronically;
  - (2) Copying content from the Websites;
  - (3) Distributing content from the Websites; and

- (4) Translating, modifying or adapting the content on the Websites in any manner or form.

## 6 **Limitation of liability**

Natmed, its directors, officers, managers, employees and agents, will not be liable for, and you indemnify and hold them harmless against, any loss or harm, direct, indirect or consequential, arising from, or connected to—

- (1) your use of the Websites;
- (2) your inability to use the Websites;
- (3) any operational failure of the Websites;
- (4) unlawful activity on the Websites and/or any linked third-party websites;
- (5) any virus or other harmful code downloaded from the Websites by you;
- (6) you upload or transmitting a virus, computer program or code onto the Websites; and/or
- (7) breach of security over the Websites.

## 7 **Protection of personal information**

Natmed collects and processes personal information (as defined in the *Protection of Personal Information Act, 2013*) through and in connection with the Websites. For more information about how Natmed handles personal information, see the Privacy Policy.

## 8 **Security of Websites**

- 8.1 Natmed will take all reasonable technical and organisational measures to protect your data transmitted over the Websites, as explained more fully in the Privacy Policy.
- 8.2 Natmed cannot guarantee the security of any data transmitted online and you accept any risks of providing information on the Websites.

## 9 **Variation**

- 9.1 Natmed may, in its sole discretion, change these Terms or any part of them at any time and updated Terms will be displayed on the Websites. It is your responsibility to regularly check these Terms at the Websites.
- 9.2 Changes will only apply to your use of this Websites after the change is displayed on the Websites. If you use the Websites after the updated or amended Terms have been displayed on the Websites, you will be deemed to have accepted the updates or amendments.

10 **Severance**

Any illegal or unenforceable provision of these Terms may be severed, and the remaining provisions of these Terms continue in force.

11 **Applicable law and jurisdiction**

11.1 These Terms are governed by the law of South Africa.

11.2 You agree that the High Court of South Africa has jurisdiction over any disputes arising from these Terms.

12 **Contact Natmed**

If you have any questions or comments regarding these Terms or the Websites, please contact Natmed at [Info@Natmed.mobi](mailto:Info@Natmed.mobi).