

TERMS AND CONDITIONS OF USE

1. INTRODUCTION

- 1.1. Lilaq Technology is an interactive mobile application (the “**Application**”) and website platform provided by Lilaq Technology Propriety Limited Registration number 2018 / 639836 / 07 (“**Lilaq**”), a private company duly incorporated in the Republic of South Africa.
- 1.2. Use of the Application and our website at [www.lilaq.co.za] (“**Website**”) (collectively, the “**Services**”) is governed by the terms and conditions contained herein (“**Terms and Conditions**”).
- 1.3. Please read these Terms and Conditions (the “**Agreement**”) carefully before accessing or using the Services. Throughout this Agreement, Lilaq is referred to as “we” or “us.” References made to “you” or “user” refers to any person or entity who makes use of the services.

2. GENERAL TERMS AND CONDITIONS

- 2.1. By accessing or using the Services, you shall be deemed to have read, understood, accepted and agree to be bound by the terms of this Agreement, together with our Privacy Policy and any additional terms and conditions that are referenced herein or that otherwise may apply to specific features of the Services, or to products or services that we make available to you through the Services (all of which are deemed part of this Agreement).
- 2.2. If you do not agree to the Terms and Conditions for the Services as set forth in this Agreement, you may not use the Services.
- 2.3. Lilaq may, in its sole discretion, change any of these Terms and Conditions at any time. The revised Terms and Conditions will be posted through our Website and the “Last Revised” date will be updated to reflect the date of such changes. Any such change will only apply to your use of this Website and/or Application after the change is displayed on the Website. If you use

the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

3. WHAT SERVICE DOES LILAQ PROVIDE?

- 3.1.** Lilaq is a platform designed to connect you to nearby healthcare professionals through the use of the Application and Website.
- 3.2.** All healthcare professionals associated with our Services are licensed and carefully vetted according to a stringent selection process. They are vastly experienced and contracted via leading pharmacies that have entered into an agreement with us to provide the Services ("**Pharmacies**").
- 3.3.** Lilaq offers information and a means to enable the user to book in-person consultations and/or communicate with health care professionals through an instant-messaging system via the Application.
- 3.4.** For the avoidance of doubt, the capitalised word "Services" as used in this Agreement refers only to our Application, Website and related content and does not refer to instant messaging and in-person consultations and treatment that users receive from healthcare professionals.

4. HOW TO USE THE APPLICATION?

- 4.1.** The Application is designed to enable you to schedule an appointment for non-emergency and primary-care health services with a healthcare professional at your chosen location. The Application identifies a list of healthcare professionals, from which you can choose. Healthcare professionals shall include but are not limited to nurses.
- 4.2.** The healthcare professionals may or may not be affiliated with a particular pharmacy. It is the responsibility of the user to ensure that they engage the services of the appropriate professional for their needs.
- 4.3.** After your selection, the Application will send a message to the healthcare professional selected by you, enabling the healthcare professional to confirm whether they are able and agree to provide the requested services. Once the healthcare professional agrees to provide you with such services, the Application schedules the appointment and sends you an invoice on behalf of the healthcare professional. We make no representation or warranty to

you that any healthcare professional will be available to perform healthcare services required.

- 4.4. Once the appointment has been confirmed, further information regarding your consultation will be requested before the consultation, via the chat feature in the Application.
- 4.5. Lilaq is not engaged in the practice of medicine, does not provide medical services, and is not a healthcare provider. The healthcare professional with which you establish a treatment relationship is solely responsible for providing you with medical services and/or advice. We only act as a technology platform to connect you with healthcare professional who may be interested in providing you with medical services.

5. USE OF THE SERVICES

- 5.1. Only registered users may make use of the Services.
- 5.2. To register as a user, you must create a profile by providing a unique username and password. You will be required to provide certain information and personal details to Lilaq in respect of your profile. You will need to use your unique username and password to access the Application.
- 5.3. You agree and warrant that your username and password shall be used for personal use only and shall not be disclosed by you to any third party.
- 5.4. For security purposes you agree to enter the correct username and password whenever using the Services, failing which you will be denied access.
- 5.5. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for the use of the Services.
- 5.6. You agree to notify Lilaq immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and

password and to take reasonable steps to mitigate any resultant loss or harm.

- 5.7.** You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website and/or the Application. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or Application or the information contained herein, without the prior written consent from an authorised Lilaq representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 5.8.** You may not use the Website and/or Application to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 5.9.** You may not in any way display, publish, copy, print, post or otherwise use the Website and/or Application and/or the information contained therein without the express prior written consent of an authorized Lilaq representative.
- 5.10.** We reserve the right to cancel any registered users' profile at any time for any reason. In the event of suspected fraud, improper conduct or non-compliance with these Term and Conditions, the users' profile shall be immediately suspended pending further investigation, without any prior notice required to be given to the user.

6. CONSENT

- 6.1.** By using the Services, you warrant that you are 18 years of age or older and of full legal capacity. If you are under the age of 18 or if you are not legally permitted to enter into a binding agreement, then you may use the Services only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to

be liable and responsible for you and all of your obligations under these Terms and Conditions.

- 6.2.** When creating a user profile, you warrant that all information provided shall be within your personal knowledge and to the best of your knowledge, be true and correct.
- 6.3.** In the event that we detect that false information is being provided on your profile, we reserve the right to suspend or cancel your user profile until such time as the information provided by you is able to be verified.

7. PAYMENT

- 7.1.** There is no charge to register with us or download the Application on your mobile device. You are charged only when you use the Services by scheduling a consultation with a health care professional. There will be a fixed-call out rate for the healthcare professionals' time and services, which is inclusive of our administrative fee.
- 7.2.** The rates that apply for the medical consultation services provided by the healthcare professionals can be found on our website and through the Application. These may be modified or updated from time to time. It is the responsibility of the user to remain informed about the current rates for the appointment and consultation rates made available through the Application.
- 7.3.** Lilaq shall, on behalf of the healthcare professional and/or Pharmacy, charge you for the consultation provided to you by that healthcare professional. You agree that you will pay for all medical services you receive from the healthcare professional, and that Lilaq may charge your credit card account, as provided by you when booking a consultation for the medical services. You are responsible for the timely payment of all fees and for

- 7.4.** providing Lilaq with a valid credit card account for payment of all fees at all times.
- 7.5.** The process for booking and paying for an appointment is as follows -
- 7.5.1.** You send a booking request for a consultation via the Application;
 - 7.5.2.** Lilaq shall obtain certain transaction details, including your credit card details, which will be used solely in accordance with our Privacy Policy;
 - 7.5.3.** There shall be a pre-authorisation of your credit card details the first time you make use of the Services;
 - 7.5.4.** 24 hours before the appointment, Lilaq shall collect the call-out fee;
 - 7.5.5.** Should the healthcare professional cancel 24 hours before the scheduled consultation, you shall be refunded the full call-out fee; and
 - 7.5.6.** If payment for the Services fails, the consultation will automatically be cancelled.
- 7.6.** We use a third-party payment processor, Peach Payments, (the “Payment Processor”) to link us to your credit card account. The processing of payments or credits, as applicable, in connection with your use of the Application will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to this Agreement. We are not responsible for any errors by the Payment Processor or your credit card issuer. Once you leave the Lilaq platform or Website, our Terms and Conditions and Privacy Policy are no longer applicable and you are advised to familiarize yourself with all Terms and Conditions and other applicable policies of the third party website.
- 7.7.** At present, Lilaq does not process any medical aid claims. Pharmacies may, however, submit a medical-aid claim on your behalf. Although the consultations you book through the Application may or may not be covered by your medical aid, you are responsible for the full fee (and for paying the

fee in advance) regardless of whether you later are able to receive reimbursement from your medical aid for part or all of the cost.

8. PRIVACY

Your use of the Services is subject to Lilaq's Privacy Policy. Please review this policy so you understand what information we collect through the Services, how we use it, how we secure it, and when we may share it.

9. ELECTRONIC COMMUNICATIONS

9.1. When you access our Website or Application, register as a user, book a consultation or contact us directly by email, you agree to receiving electronic communications from Lilaq any of our divisions, affiliates or partners, from time to time.

9.2. All communications sent by us are subject to the applicable provisions of the Electronic Communications Act 25 of 2002, and the terms of our privacy policy, which can be found on our website. In the event that you no longer wish to receive communications from us, you are entitled to 'opt out' at any time.

10. OWNERSHIP AND COPYRIGHT

10.1. The contents of the Website and Application, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website and Application ("**Lilaq Content**") are protected by law, including but not limited to copyright and trade mark law. The Lilaq Content is the property of Lilaq.

10.2. You will not acquire any right, title or interest in or to the Lilaq Content.

10.3. Any use, distribution or reproduction of the Lilaq Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise

provided for in law. To obtain permissions for the commercial use of any Lilaq Content contact us via our Contact page.

11. APPLICATION LICENSE

11.1. Subject to your compliance with the terms and conditions of this Agreement, Lilaq grants you a limited, non-exclusive, non-transferable license to download and install a copy of the Application on a mobile device that you own or control and to run such copy of the Application solely for your own personal use.

11.2. You shall not –

11.2.1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way;

11.2.2. modify or make derivative works based upon the Application;

11.2.3. reverse engineer or access the Application in order to -

11.2.3.1. design or build a competitive product or service,

11.2.3.2. design or build a product using similar ideas, features, functions or graphics of the Application,

11.2.3.3. copy any ideas, features, functions or graphics of the Application; or

11.2.3.4. or launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services.

12. DISCLAIMER

12.1. The Services and any information contained on or provided through the services are provided on an “as is” basis. Any access to or use of the

services is voluntary. We will regard all access or use as voluntary and at the sole risk of the user.

- 12.2.** The Services are solely designed to enable you to obtain in-person consultations for common medical conditions by facilitating the connection between you and nearby healthcare providers.
- 12.3.** We do not warrant or make any representations regarding the quality of the medical services/advice rendered by the healthcare professionals whose services are engaged through our website or Application. Lilaq's function is solely to connect its users with healthcare professionals registered on our Website or Application.
- 12.4.** Nothing contained in the Services is or should be considered, or used as a substitute for, medical advice, diagnosis or treatment.
- 12.5.** The services provided in the Application are here to help connect you to nearby healthcare providers only. Any information contained in the Services should not be relied upon as the basis of any health-care decision. The Services do not constitute the practice of any medical, nursing or other professional healthcare advice, diagnosis or treatment.
- 12.6.** You should never disregard, avoid or delay in obtaining medical advice from your doctor or other qualified health care provider because of something you have read through our Application or Website. If you have or suspect that you have a medical problem or condition, you may use this application to try to contact a nearby qualified healthcare professional.
- 12.7.** We do not control, supply, endorse, warrant or guarantee any information, products, services or merchandise supplied by any of the health care providers that you may connect with via the Services.
- 12.8.** We, and our technology service providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. You download and use the Services at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the

Services. Users of the Services are responsible for maintaining a means external to the Services for the reconstruction of any lost data.

12.9. Any views or statements made or expressed on the Website and Application are not necessarily the views of Lilaq, its directors, employees and/or agents.

12.10. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Lilaq also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Lilaq, its employees, agents or authorised representatives. Lilaq thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

13. LIMITATION OF LIABILITY

13.1. Lilaq does not give any express or implied warranty or make any other representation about the content of this website, and cannot be held liable for any inaccurate information published on the Website and/or Application, save where such liability arises from the gross negligence or wilful misconduct of Lilaq, its employees, agents or authorised representatives.

You are encouraged to contact us to report any possible malfunctions or errors by way of our Help page.

- 13.2.** Lilaq makes no warranties regarding the quality of service provided by the healthcare professionals which may be sourced through our Application or Website.
- 13.3.** Lilaq shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Website, the Application or the content contained therein; or your inability to use the Services, and/or unlawful activity on the Website, Application and/or linked third party website.
- 13.4.** You hereby indemnify Lilaq against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third-party website.

14. INDEMNIFICATION

You agree to defend and indemnify us and our associates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature brought by any third parties as a result of your use or breach of this Agreement or the documents referred to herein, your violation of any law or the right of a third party, and your use of this Website.

15. GOVERNING LAW AND JURISDICTION

- 15.1.** This Agreement and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Services will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- 15.2.** In the event of any dispute arising between you and Lilaq, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Cape Division, Johannesburg) notwithstanding that

the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

16. GENERAL

- 16.1.** Lilaq may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Services or the user's right to use the Services or any of its contents subject to us processing any orders then already made by you.
- 16.2.** You may not cede, assign or otherwise transfer your rights and obligations in terms of this Agreement to any third party.
- 16.3.** Any failure on the part of you or Lilaq to enforce any right in terms hereof shall not constitute a waiver of that right.
- 16.4.** If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 16.5.** No variation, addition, deletion, or agreed cancellation of the Terms and Conditions of Use will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 16.6.** No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 16.7.** This Agreement contains the whole agreement between you and Lilaq and no other warranty or undertaking is valid, unless contained in this document between the parties.

Last Revised:

May 2020