

Terms & Conditions

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE MediLife or any associated WEB SITE OR ANY PART THEREOF (THE WEB SITE) (including, but not limited to www.medilifesa.co.za, www.skin.za.org, www.skindr.co.za or any other website linked to any of the mentioned sites or affiliated to these sites (individually and / or collectively hereafter referred to as 'MEDILIFE' or 'ML' IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ANY/ALL PERSON/S OR PRACTITIONER/S OR PROFESSIONAL/S OR ANY BUSINESS THAT USE THE WEBSITE OR THE SERVICES OF ANY OF THE STAFF OR PRACTITIONERS OR ASSOCIATED SERVICES OR THIS WEBSITE AND/OR ITS OWNERS OR ANY AGENTS ACTING ON BEHALF OF THEM

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE WEB SITE NOW, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

A COPY OF THE ECT ACT MAY BE DOWNLOADED FROM:
<http://www.polity.org.za/pdf/ElectronicCommunications.pdf>

DEFINITIONS AND INTERPRETATION

a)“MEDILIFE” means the MEDILIFE web site located at www.MEDILIFESA.co.za or ANY WEBSITE LINKED TO OR ASSOCIATED WITH, EG WWW.SKINDR.CO.ZA, WWW.SKIN.ZA.ORG AND ALL THE VARIOUS URLS THAT REDIRECT TO THESE DOMAINS and includes any part or element thereof and also includes its owners, products, employees, suppliers, Internet service providers, partners, affiliates and agents;

b)“Content Use Licence” means such licence extended to the User for the purpose of downloading requested and specific ML information, available only from restricted pages of the ML web site;

c)“User” means any person who enters or uses the web site, notwithstanding the fact that such a person only visited the home page of the web site;

d)References herein to the singular includes the plural and vice versa; and

e)Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1.GENERAL

1.1 ML is a PROVIDER OF HEALTH AND ADMINISTRATIVE SERVICES.

1.2 Certain pages of this web site are only accessible through username and password and Users accessing those pages are required to accept ML's Content Use Licence by indicating agreement thereto.

2.ALLOWED USE AND LICENCE

2.1 ML licenses the User to view, download and print the content of the web site, provided that such content is used for personal, educational and/or non-commercial purposes only.

2.2 Content from the web site shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of ML and its owners.

2.3 Users may only access and use the web site for legal purposes.

2.4 The caching of the web site shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the web site more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required.

2.5 If any User uses content from the web site in breach of the provisions detailed herein:

2.5.1 ML reserves the right to claim damages from the User;

2.5.2 ML reserves the right to institute criminal proceedings against the User; and

2.5.3 ML shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6 Hyperlinks to the web site from any other source shall be directed at the home page of the web site. ML shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the web site. Persons that wish to link to content beyond the home page of the web site shall do so at their own risk and indemnify ML and its owners against any loss, liability or damage that may result from the use of content from the web site, if such content was accessed through a hyperlink not directed at the home page of the web site. ML's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

2.7 Users may quote small and reasonable portions of content available from the web site only if such quote is placed in inverted commas and its origin acknowledged.

2.8 No person may frame the web site, in any manner whatsoever, without the prior written consent.

2.9 Apart from bona-fide search engine operators and use of the search facility provided on the web site by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the web site for any purposes, without the prior written consent.

2.10 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by at any time without giving reasons therefore.

3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

3.1 All intellectual property on the ML web siteS, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to ML and its owners and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the web site are expressly reserved.

3.2 ML and ALL names and/or names indicated by ® and/or 'TM' after the name are registered trademarks or are trademarks pending registration. Users agree not to use the trademark as an element of a domain name or sub domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of trademark and/or constitutional law. Upon request to do so a User shall immediately cease to use such domain name and transfer it to ML at the cost of the User.

4. SOFTWARE AND EQUIPMENT It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the web site and/or download content from this web site.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT Access to the services, content, software and content downloads available from the web site is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and the relevant disclosures may be made to users upon request, in writing, from users.

Users may lodge complaints concerning the web site at LEGAL@MEDILIFESA.CO.ZA . Users must follow up all communications and use alternative email addresses as stated ON THE VARIOUS SITES to ensure that the relevant communication was indeed received. Messages addressed by the User to ML shall only be deemed to have been received if and when responded to.

6. CHANGES AND AMENDMENTS

ML expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

6.1 change these terms and conditions;

6.2 change the content and/or services available from the web site;

6.3 discontinue any aspect of the web sites or service(s) available from the web site/S; and/or

6.4 change the software and hardware required to access and use the web site.

7. PRIVACY

7.1 ML shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:
<http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>

7.2 Personal information collected from the user may be used by ML for marketing purposes. If the user does not want to receive any further communication from ML or their marketing agents, the user must send a formal request to Legal@medilifesa.co.za. Users must follow up all communications and use alternative email addresses as stated on the various websites to ensure that the relevant communication was indeed received. Messages addressed by the User to ML shall only be deemed to have been received if and when responded to.

7.3 MEDILIFE and/or the associated website/s and/or its owners may electronically collect, store and use the following personal information of Users:

7.3.1 name and surname, ;

7.3.2 contact numbers;

7.3.3 non-personal browsing habits and click patterns;

7.3.4 e-mail address; and 7.3.5 IP address & OTHER PERSONAL AND DEMOGRAPHIC INFORMATION AS PROVIDED BY THE USER.

7.4 ML collects, stores and uses the abovementioned information for the following purposes:

7.4.1 communicate requested information to the User; and

7.4.2 to compile non-personal statistical information about browsing habits, click-patterns and access to the web site.

7.5 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

7.6 ML may collect, maintain, save, compile, share, disclose and sell any information collected from users,

8. HYPERLINKS TO THIRD PARTY SITES

8.1 ML may provide hyperlinks to web sites not controlled by ML (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and

8.2 ML does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

9. SECURITY

9.1 ML shall take all reasonable steps to secure the content of the web site and the information provided by and collected from Users from unauthorised access and/or disclosure. However, ML does not make any warranties or representations that content shall be 100% safe and secure;

9.2 ML is under no legal duty to encrypt any content or communications from and to the web site and is also under no legal duty to provide digital authentication of any page on the web site;

9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the web site or the server and computer network that support the web site.

9.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the web site, whether on purpose or negligently, shall, without any limitation, indemnify and hold SKINMED harmless against any and all liability, damages and losses ML and its partners / affiliates may suffer as a result of such damaging code;

9.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and ML reserves the right to claim damages any and all persons concerned with a security failure or breach; and

9.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by ML and its owners / partners / affiliates. The ECT Act may be downloaded from:
<http://www.polity.org.za/pdf/RegOfInterOfCommAct70.pdf>

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, ML (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents AND ASSOCIATED WEBSITES) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

10.1.1 access to the web site;

10.1.2 access to web sites linked to the web site;

10.1.3 inability to access the web site;

10.1.4 inability to access web sites linked to the web site;

10.1.5 content available on the web site;

10.1.6 services available from the web site;

10.1.7 downloads and use of content from the web site;

10.1.8 any other reason related to SKINMED's or any party on behalf of SKINMED's negligence.

10.2 The web site is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with ML, that the content available from and through the web site meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

10.3 Information, ideas and opinions expressed on the web site should not be regarded as professional advice or the official opinion of ML or its owners or employees or agents acting on its behalf and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the web site.

10.4 ML does not make any warranties or representation that content and services available from the web site will in all cases be true, correct or free from any errors.

10.5 ML does not make any warranties or representations that the web site shall be available at all times. Users acknowledge that the web site may be unavailable due to updates or other causes beyond the reasonable control of ML, including, but not limited to virus infection, unauthorised access, power failure, technical and other problems or "acts of God".

ACCESS TO CONTENT DOWNLOADS

11.1 Users who require access to content downloads from the web site, shall address a request to ML via e-mail and include the following:

11.1.1 Name of applicant;

11.1.2 Street address;

11.1.3 Postal address;

11.1.4 Company;

11.1.5 Telephone number;

11.1.6 Facsimile number;

11.1.7 E-mail address;

11.1.8 Reason content is required;

11.1.9 Manner in which content will be used; and

11.1.10 Nature and scope of content required.

11.2 Upon approval of a content download application, ML shall give written permission for the request on official ML stationary that is signed by the relevant company representatives; and

11.3 Upon entry into the relevant pages of this web site, the applicant shall be requested to accept the Content Use Licence.

12. REMOVAL AND CORRECTION OF CONTENT

13. Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the web site to the owners and ML undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

14. INTERCEPTION OF COMMUNICATIONS

14.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to ML's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the web site, its staff and employees; and

14.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

15. ENTIRE AGREEMENT AND SEVERABILITY

15.1 Subject to the provisions of the Content Use Licence, these terms and conditions constitute the entire agreement between ML and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by ML from the User.

15.2 Any failure by ML to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

15.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

16. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT The User and ML agree that:

16.1 the User shall be bound to these terms and conditions and such agreement is concluded in South Africa at the registered office of ML and its owners at the time the User enters the web site for the first time or immediately after the User indicated consent as required in Content Use Agreement;

16.2 data messages (as defined in the ECT Act) addressed by the User to ML shall only be deemed to have been received if and when responded to;

16.3 data messages (as defined in the ECT Act) addressed to the User by ML shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

16.4 data messages (as defined in the ECT Act) addressed by the User to ML shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

16.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and ML; and

16.6 the User agrees and warrants that data messages that are sent to ML from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

17. In order to properly determine if a product OR SERVICE is right for a client, ML strongly encourage thoroughly researching the process, procedure and outcome along with the contraindications and side effects and the correct application methods. YOU, the user, ARE ASSUMING ULTIMATE RESPONSIBILY AND RISK BY using these SERICES OR products. Please take the time to properly assess whether you are willing to accept these terms and use at your discretion. If you/the user are at all unsure about any aspects of using ML's SERICES, DO NOT proceed. This web site is not intended to take the place of a doctor's advice and is not intended to diagnose, treat, cure or prevent any disease. All information is intended for your general knowledge only and is not a substitute for medical advice or treatment for specific medical conditions. If you are at all unsure about any aspects of using our products OR SERVICES, DO NOT proceed.

18. Confidentiality Agreement: It is understood and agreed to that the Discloser (ML) and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows: The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes: Technical and business information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, Wholesale prices, cost prices, price at which products is bought, OR SERVICES RENDERED, Cost prices, product information, information related to the owners and ownership structure of the discloser, recommended retail prices, product range, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or

(b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarised and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information. Discloser warrants that he/she has the right to make the disclosures under this Agreement. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of SKINMED. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. THE SITE AND THE PRODUCTS OFFERED AND LISTED ON IT IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS, PRODUCTS OR THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (f) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (g) EVENTS. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE AND PRODUCTS OBTAINED VIA THE SITE OR YOUR USE THEREOF REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED TEN RAND (R10.00). YOU AGREE THAT NO CLAIMS OR ACTION ARISING OUT OF, OR RELATED TO, THE USE OF THE SITE, PRODUCTS OR THESE TERMS AND CONDITIONS MAY BE BROUGHT BY YOU MORE THAN ONE (1) CALENDAR MONTH AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE. You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Site AND Products or services or breach of these Terms and Conditions. You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms and Conditions refer from us electronically including without limitation by e-mail or by posting notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing us at Legal@medilifesa.co.za and discontinue your use of this Site. In such event, all rights granted to you pursuant to these Terms and Conditions shall automatically terminate. Unfortunately, we cannot provide the benefits of this Site to any user that cannot consent to receipt of Notices electronically.

23. APPLICABLE AND GOVERNING LAW Subject to clause 5.13, the web site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the web site, its content, services and these terms and conditions.

24. LEGAL COSTS

ML shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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