

## **Introduction**

Diaspora Meditech is a company duly registered within the Republic of South Africa in accordance with the Companies Act 71 of 2008. We adhere to the Consumer Protection Act 68 of 2008 (CPA), the Protection of Personal Information Act 4 of 2013 (POPI), and the Electronic Communications and Transactions Act 25 of 2002 (ECTA), including all amendments and regulations thereto.

## **Conditions of Access**

Your access to and use of the Diaspora Meditech website, applications, and any third-party platforms licensed to us are governed by the terms and conditions outlined in this agreement. These terms apply regardless of the platform, gateway, portal, or method you use to access or interact with the site. Please be aware that your mobile service provider may impose charges for accessing the site or for usage, such as data or SMS charges, depending on your contract. Diaspora Meditech is not responsible for any such charges.

## **Your Acceptance and Consent**

By using the Diaspora Meditech site, you expressly agree to the terms and conditions outlined in this agreement. If you do not agree with these terms, please refrain from using the site. When installing or downloading any Diaspora Meditech applications, you may be required to accept additional terms or an end-user license agreement (EULA) from a third-party supplier or vendor. By using Diaspora Meditech applications, you agree to comply with these EULA terms, establishing a separate legal relationship.

## **Changes to This User Agreement**

Diaspora Meditech reserves the right to update this user agreement at any time. We recommend reviewing the agreement regularly to stay informed of any changes. The most recent version of this agreement will apply each time you access and use the Diaspora Meditech site.

## **Your Account**

You are responsible for maintaining the confidentiality of your account details, including your username and password, and ensuring that no one else uses them. You are fully responsible for all activities that occur under your account and for any consequences resulting from sharing your access details. Diaspora Meditech may refuse to provide products or services if we are unable to verify the information you provide. Any activity under your account will be treated as if you personally conducted that activity.

## **Digital Communication and Records**

By using the Diaspora Meditech site or communicating with us digitally, you consent to receiving communications through various digital channels. Digital records will serve as evidence unless proven otherwise. Diaspora Meditech takes reasonable measures to protect your personal information and maintain confidentiality, including using encryption technology. However, we cannot guarantee the complete security of any information transmitted online.

## **Copyright Notice**

All content on the Diaspora Meditech website, including but not limited to text, graphics, logos, images, audio clips, and software, is the exclusive property of Diaspora Meditech and is

protected under South African and international copyright laws. Unauthorized use, alteration, or distribution of any content on this site is strictly prohibited.

#### **Misuse or Abuse**

Diaspora Meditech reserves the right to limit or restrict access to users of the Diaspora Meditech website, social media pages, or mobile applications. We may also delete or remove any content by users that may bring Diaspora Meditech, its brand, or its staff into disrepute.

#### **Limitation of Liability**

Diaspora Meditech shall not be liable to consumers or users for any indirect, consequential, special, incidental, or punitive damages arising from the use of our website, online marketplace, or the supply or resale of any goods or services.

#### **Information and Data Protection**

Diaspora Meditech is committed to complying with all requirements of the Protection of Personal Information Act (POPI) of 2013. We collect information solely for the purposes of interacting, transacting, and conducting business, including marketing and advertising. Diaspora Meditech will cooperate with and assist consumers in exercising their rights under POPI. If Diaspora Meditech becomes aware of any loss or compromise of Personal Data, we will notify the consumer immediately and conduct a full investigation.

#### **General Provisions**

##### **No Waiver**

No failure or delay by Diaspora Meditech in exercising any of its rights under these Terms and Conditions will be construed as a waiver of such rights. Any waiver must be explicitly stated in writing.

##### **Severability**

If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable, that provision will be severed from the remaining Terms and Conditions. The remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.