

TERMS & CONDITIONS STA Health Tele-Med VIDEO CONSULTATION

Any STA Healthcare & Pharmaceutical Engineering (Pty) Limited (hereinafter "STA") Customer (hereinafter "the User") completing the

registration form to use STADOC Video Consultation software (hereinafter "the Product") agree to the terms and conditions set out hereunder.

1. STA grants the User the non-transferable right to use the Product billable of charge until 30th June 2020 as part of the

STA Remote Toolkit campaign to support doctors during the 2020 COVID-19 pandemic (hereinafter "the Pandemic").

1.1 Depending on the duration of the Pandemic, STA may elect, at its sole discretion, to extend the billable usage period. It will notify the User at least two weeks before 30th June 2020 if it intends to do so.

1.2 Until 30th June 2020 or any extension of the billable usage period, STA waives the standard fees that would usually apply to:

1.2.1 the Product's licence fee;

1.2.2 the Product's monthly support and maintenance fee;

1.2.2 SMS notification to patients containing their personal invitation code to their video consultation.

1.3 Two weeks prior to 30th June 2020 STA or the end of any extension of the billable period, STA will contact the User to offer the opportunity to sign a standard STA Product licence agreement to continue to use the Product going forward.

1.4 If the User does not wish to continue using the Product at that time, there will be no obligation or penalties, and no need to formally cancel the service. The User's temporary licence will expire automatically on 30th June 2020 or at the end of the extended billable period.

2. The following elements are included in the Product:

2.1 personal and secure video calling with patients and other doctors that have an active Product account;

2.2 creation of personal access codes for patients to enter the digital waiting room (can be send via email or SMS);

2.3 digital waiting room;

2.4 sharing of images, medical opinions and advice, and vital statistics.

2.5 The User acknowledges that the service is a best-effort service to help with the current Pandemic and the User commits to fair usage of the service.

3. STA reserves the right to change the terms of service on 7 (seven) calendar days' e-mail notice to the User.

4. The User may give STA 7 (seven) calendar days' e-mail notice of termination of use of the Product at any time during the billable usage period.
5. The User uses the software at his/her own risk. STA will not be liable to the User for loss of profits, or for incidental, special or consequential damages arising out of or in connection with the User's use of the Product or other related STA services.
6. These terms and conditions are governed by the law of the Republic of South Africa.

DATA PRIVACY STATEMENT FOR STA STADOC VIDEOCONSULTATION

of STA Healthcare & Pharma (Pty) Ltd (hereinafter "STA")

1. Data privacy organization and assignment of responsibilities for data privacy

STA considers the responsible treatment of personal data and respect for its protection as its highest objective. STA pledges to adhere strictly to all relevant laws for the storage and processing of personal data.

STA has introduced a centralized data privacy management framework that assures a unified and high level of protection for personal data and ensures the observance of the corresponding data privacy laws.

With this data privacy statement, we are fulfilling our information responsibilities and are making available to you information about how STA handles your data. This data privacy statement concerns the STADOC Video Consultation product (identified hereafter as STADOC).

You will always find the most current version of this data privacy statement in the STADOC Video Consultation software itself.

2. STA STADOC Video Consultation

STA makes access to STADOC available to customers and their patients on the internet platform Shapehealth.co.za It is a browser and Instant messaging and video call based software solution for tele-medical communications. It makes video telephony, data exchange, and group video conferencing possible.

3. Processing of personal data by STA

Personal data in South Africa are defined as any personally identifiable information relating to a natural or juristic person as defined

by the Protection of Personal Information Act 4 of 2013 or as may be otherwise contemplated in any other foreign privacy legislation which may be applicable to this Agreement, including GDPR.

We commit ourselves, in accordance with the data privacy law, to delete all contractual data, all recorded data and all data for technical operations after cancellation of your contract.

However, in so doing, we are legally obligated to observe retention times based on commercial and tax law, that can extend beyond

the duration of the contractual relationship. Data for technical operations will be preserved no longer than is technically necessary and at the latest, upon termination of your contract.

3.1 Contractual and registration data

Contractual and registration data serve to assign and support a concluded contractual relationship between the customer and STA.

The contractual data will be stored securely on STA's local data repository and the servers of Wix, Afrihost and Whatsapp that they are using in South Africa and abroad. in line with the requirements of prevailing data privacy legislation.

STA gathers the following customer contractual and registration data relating to the doctor on STADOC Video Consultation:

- o Customer data
- o Login name
- o First and last name
- o Gender
- o Address
- o E-mail address
- o In addition, for the verification of doctors: the doctor's MP HPCSA number and Practice BHF number

Furthermore, additional optional information may be added:

- o Date of birth
- o Country
- o Telephone (private)
- o Telephone (mobile)
- o Name, address medical aid details and website of the practice

No Patient data will be stored.

STA does not gather or store any personal data on Patients that use the STADOC Video Consultation via an access code.

The doctor records the patient's alias as well as the access code that he has handed out in his personal STADOC Video Consultation account. The access code and alias is only visible to the doctor. Only the doctor himself has the possibility of sending or passing on the access code to another person by e-mail or SMS from STADOC Video Consultation or on a path they have chosen themselves.

The access code and alias means that no inferences can be drawn to a specific natural person because of the lack of further information.

The communication between doctor and patient takes place authenticated and encrypted via the servers of AFRIHOST, Whatsapp and Wix. There is no storage of exchanged data or of the content of the communication between doctor and patient.

3.2 Handling of contractual and registration data

The personal data that has become known in the course of the contractual and business relationship will only be stored and processed by STA to the extent it is needed for the execution of the contract, and in particular, for order processing and customer service.

These data can also be used for product-related surveys and marketing purposes but only with express consent.

The forwarding, sale or other transmission of personal data to third parties does not occur unless this is necessary for the purpose of contract execution or express consent is obtained. It can, for example, be necessary for STA to pass on address and order information during product ordering to its distribution and service partners for the delivery of hardware or connectivity services.

The contractual data will be stored securely by STA.

The STADOC Video Consultation registration data will be stored securely by STA.

You have the right to information about your stored data, and to correcting, blocking or deleting these data.

4. Insertion of cookies within the software

Cookies may be used in STADOC Video Consultation.

5. Handling of personal data in STADOC Video Consultation

The customer may choose to enter the following personal data within STADOC Video Consultation. This includes:

- o Date of birth
- o Country
- o Telephone (private)
- o Telephone (mobile)
- o Name, address and website of the practice
- o Statements about the speciality being practiced
- o Medical aid and other personal contact information and address

Except for the mobile phone number, these data can also be seen by other registered users of STADOC Video Consultation. These data will be stored securely by STA. Persons who access STADOC Video Consultation with an access code are an exception to this.

They will be unable to see any data at all.

If a customer does not want to be found and called via videophone by other STADOC Video Consultation customers in STADOC

Video Consultation, he can so inform STADOC Video Consultation Support in writing. He will then no longer be listed in the STA

STA Video Consultation database as a “searchable STADOC Video Consultation user”.

The objection can be sent in writing:

info@shapehealth.co.za

During the video meeting, the communication that takes place between doctor and doctor, or doctor and patient is authenticated and encrypted (end-to-end encryption). Servers are only needed for making the connection. There is no storage of either the exchanged data or the content of the communication.

6. Data transmission

Transmission to third countries will not take place nor is it foreseen.

7. Commitment to confidentiality, data privacy training

We are limiting access to contractual data, recorded data and data for operations to employees and suppliers to STA and

STA, for whom this information is urgently needed in order to perform the services in our contract. These persons are compulsorily bound to adhere to this data privacy statement and to obligations of confidentiality. Violation of these confidentiality obligations can be punished with dismissal and criminal prosecution.

Employees will be trained regularly in data privacy.

8. Security measures/ Avoidance of risks

STA meets all necessary technical and organizational security measures to protect your personal data from unauthorized access, unauthorized changes, disclosure, loss, destruction and other misuse. To do this, we conduct internal examinations of our procedures during data collection, storage and processing and keep up security measures to protect systems on which we store contractual data and data for technical operations from unauthorized access.

9. Technical and organizational measures

In order to ensure data security, STA regularly checks the state-of-the-art technology.

To do this, among other things, typical damage scenarios are determined and from that, the need for protection of personal data is deduced and divided into categories. In addition, a risk assessment study is carried out.

To implement suitable technical and organizational measures, the following principles become standardized:

o Backup / Data security

To prevent data losses, the data are regularly secured.

o Privacy by design

STA makes sure that data privacy and data security are taken into account already in the planning and development stages of their IT systems. This avoids the circumstance that data privacy and data protection have to be implemented after the IT systems are installed, resulting in expensive and time-consuming additional programming. Already during production, possibilities like the deactivation of functionalities, authentication and encryption are taken into account.

o Privacy by default

In addition, STA products are already data protection-friendly in their delivery condition so that the only personal data processed are those that are needed for the purpose at hand.

o Remote maintenance

It can happen in exceptional cases that employees or suppliers of STA need to refer to customer data. There are centrally issued guidelines for this from STA.

o Remote maintenance accesses remain locked and can only be released by customers.

o Passwords to customer systems will be conferred only for remote maintenance.

o Special activities will be secured through the 4-eyes principle (authorisation of at least two people is required) using qualified personnel.

o We use remote maintenance media during which the customer must actively permit access and the customer can follow the activities.

o The documentation of the remote maintenance access takes place in the CRM system. The following items are documented:

implementing employee, moment in time (date/clock time), duration, target system, remote maintenance medium, a short

description of the activity. For critical activities, the names of the employees used under the 4-eyes principle will also be captured.

o The recording of sessions is forbidden.

10. Rights of the parties affected

Personal data of the customer

You have the right to information about the data saved under your person as well as, if circumstances require, the right to correction, limitation of the processing, contradiction, blocking or deletion of these data.

When it comes to the consents conveyed to STA, you have the right to revoke these at any time to take effect going forward.

In addition, you have the right to complain to the authorized data privacy regulatory authority if you are of the opinion that we are not processing your personal data correctly.

Directors Dr Sean T Armstrong MP 0466867 BHF 0706728 ACLS, BLS, ITLS, ATLS, HIVMCD, RAEG

All rights reserved By STA Healthcare & Pharmaceutical 17 Smith Road, Bedfordview, 2007

+27 072 607 9194 , Info@shapehealth.co.za, clinic@shapehealth.co.za

Reg. 2008/007961/07 Vat # 4810255275

We commit to deleting, without being asked, all contractual data, all recorded data and all data for technical operations after termination of your contract.

However, in doing so, we are legally obliged to observe retention periods for reasons of commercial and tax law, and these periods

can extend beyond the term of the contractual relationship. Data for technical operations will only be retained as long as technically necessary; however, they will be deleted after termination of your contract, at the latest.

11. Enforcement

STA regularly and consistently checks its adherence to these data protection provisions. If STA receives formal letters of complaint, it will get in touch with the complainant in order to resolve their potential concerns about the use of personal data. STA commits to working together with the appropriate authorities, including data privacy regulators.

12. Changes to this data privacy statement

Please note that this data privacy statement can be expanded and changed from time to time. Should the changes be significant, we will publish a detailed notification. Every version of this data privacy statement can be identified by its date and version in the header of this data privacy statement (version). In addition, we will archive all earlier versions of this data privacy statement for you to access upon request to the person responsible for data privacy protection at STA.

13. Responsibility for STA

Chief executive: Dr Sean Terrence Armstrong

STA, 17 Smith Road, Bedfordview, Gauteng, JHB, 2007

Email: info@shapehealth.co.za

Tel.: +27 072 607 9194

Data privacy coordinator

For questions with regard to the processing of your personal data, you can turn to the data privacy coordinator who is available to you as a source of information or to lodge complaints.

Dr Sean T Armstrong drstarm@gmail.com

14. Responsible regulatory authority For STA

The Information Regulator, South Africa.