

### CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 (POPI)

#### Introduction

The Protection of Personal Information (POPI) Act aims to give effect to the constitutional right to privacy by balancing the right to privacy against that of access to information. The POPI Act requires that personal information pertaining to individuals be processed lawfully and in a reasonable manner that does not infringe on the right to privacy.

This consent form sets out how personal information will be processed by Augustine Medical South Africa (Pty) Ltd (hereafter referred to as “Augustine Medical”). The use of the words “the party” for the purposes of this document shall be a reference to any party dealing or communicating with Augustine Medical and/or concluding any agreement, whether of employment, of service provider or client, or in any other legal capacity, with the inclusion of each party referred to or included in terms of such exchange or agreement.

Should you be an Augustine Medical employee, Augustine Medical may process personal information about you the data subject related to names and surnames, gender, marital status, nationality, health, disability, well-being or medical history, identity numbers, colour, race or ethnic group, email address, physical address, telephone number, private correspondence, employment history, language, culture, criminal history or financial history and account numbers. The purpose of processing such personal information about you is to communicate directly with you, to give effect to the contract of employment with you, to protect your legitimate interests through such performance and to comply with relevant statutory provisions.

Should you be a client purchasing products and/or services from Augustine Medical, Augustine Medical may process personal information about you the data subject related to names, surnames, nationality, email address, physical address, telephone number and account numbers. The purpose of processing such personal information about you is to communicate directly with you, also for marketing purposes, to carry out actions towards performance of the specific commercial agreement concluded between yourself and Augustine Medical, to protect your legitimate interests through such performance and to comply with relevant statutory provisions.

Augustine Medical will only collect personal information for the purposes as stated above. As part of the processing of personal information about you, Augustine Medical will collect such information from you, through your status as employee, client, business relation, or otherwise. It may also collect such information from statutory institutions such as the Companies and Intellectual Property Commission (CIPC), the South African Revenue Service (SARS) Information, from a relevant public or equivalent entity, from its own records related to previous services provided to you. As part of the processing of personal information about you, Augustine Medical may also disclose such personal information to statutory institutions such as the CIPC, SARS, relevant public or equivalent entities on whose behalf

Augustine Medical may act as intermediary, or other third parties agreed to in writing with you the data subject.

### **Consent and permission to process personal information.**

Through reading this statement you are explicitly requested to resolve whether you consent to Augustine Medical processing your personal information by responding to the consent request. Should you not consent to Augustine Medical processing your personal information, the consent request allows for the data subject to opt out. Should you not respond, your consent for Augustine Medical to process your personal information is implied. Should you choose to opt out from Augustine Medical processing your personal information, you understand that withholding consent or failure to disclose personal information will result in Augustine Medical being unable to perform its functions and/or any services or benefits you may require from Augustine Medical. You also indemnify and hold Augustine Medical harmless in respect of any claims against Augustine Medical by any other person on whose behalf you have consented should they claim that you were not so authorized. You furthermore understand that in terms of the POPI Act and other laws of the country, there are instances where your express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available. You will not hold Augustine Medical responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.

### **Your rights regarding the processing of personal information**

You may withdraw consent to the processing of personal information at any time, and should you wish to do so, you must provide Augustine Medical with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place between yourself and Augustine Medical. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if Augustine Medical agrees to same in writing. Augustine Medical specifically draws to the attention the fact that the withdrawal of consent may result in it being unable to provide the requested information and/or products and/or services and/or other benefits. Further, please note that the revocation of consent is not retroactive and will not affect disclosures of personal information that have already been made. In order to withdraw consent, please contact the Augustine Medical Information Officer at [kirstena@augmedsa.com](mailto:kirstena@augmedsa.com).

Where personal information has changed in any respect, you are encouraged to notify Augustine Medical so that its records may be updated. Augustine Medical will largely rely on you to ensure that personal information is correct and accurate.

Insofar it concerns direct marketing communications, you can ask us not to send you these at any time through following the unsubscribe instructions contained in the marketing communication, or by sending a clear message in this regard to the Augustine Medical Information Officer at [kirstena@augmedsa.com](mailto:kirstena@augmedsa.com).

You have the right to access your personal information that Augustine Medical may have in its possession, and you are entitled to request the identity of which third parties have received and/or processed personal information for the purpose agreed to. Please note however, that any request in this regard may be declined if:

- ☐ the information comes under legal privilege in the course of litigation,
- ☐ the disclosure of personal information in the form that it is processed may result in the disclosure of confidential information,

- ☐ giving access may cause a third party to refuse to provide similar information to Augustine Medical,
- ☐ the information as it is disclosed may result in the disclosure of another person's information,
- ☐ the information contains an opinion about another person and that person has not consented, or
- ☐ the disclosure is prohibited by law.

### **Requesting access and lodging of complaints**

Please submit any requests for access to your personal information in writing to the Augustine Medical Information Officer at [kirstena@augmedsa.com](mailto:kirstena@augmedsa.com). With any request for access to personal information, Augustine Medical will require you to provide personal information in order to verify identification and therefore the right to access the information. There may be a reasonable charge for providing copies of the information requested.

### **Terms and conditions of use**

Any person accessing this website (user) is subject to, and agrees to, the terms and conditions set out in this legal notice. If the user does not wish to be bound by these terms and conditions, the user may not access, display, use, download and/or otherwise copy or distribute content obtained on this website.

#### **1. USAGE AND COPYRIGHT**

1. Users may view, copy, download to a local drive, print and distribute the content of this website, or any part thereof only for non-commercial informational or reference purposes.
2. Users who wish to use content from this site for commercial purposes may only do so with the prior written permission obtained from the web manager, Ferdinand Brand at telephone number +27 21 7027850 or e-mail [info@augmedsa.com](mailto:info@augmedsa.com). Any reproduction and/or copy of the content or portion thereof for commercial purposes must include this copyright notice in its entirety.
3. All moral and any other rights of Augustine Medical South Africa Pty Ltd (Augustine Medical) or other legal entity in respect of which content is contained on this site not expressly granted are reserved.

#### **2. INTELLECTUAL PROPERTY RIGHTS**

All content, data and trademarks, including, but not limited to, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, program, publications, products, processed, or ideas described in this website may be the subject of other rights, including other intellectual property rights, which are the property of or licensed to Augustine Medical, or a legal entity, and as such are protected from infringement by South African legislation and international treaties and conventions. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this website are expressly reserved. By accessing data on this website the user is not licensed or authorised.

#### **3. DISCLAIMER**

1. The information on this website is intended to provide general information on a particular subject or subjects and is not an exhaustive treatment of such subject(s).

2. It is the sole responsibility of the user to satisfy itself prior to accessing this website that the website will meet the user's individual requirements and be compatible with the user's hardware and/or software. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Augustine Medical or any legal entity in respect of which information, ideas and opinions are expressed on this website. Users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

3. Augustine Medical makes no representations or warranties, implied or otherwise, that, among others, the content and technology available from this site are free from errors or omissions, that the service will be 100% uninterrupted and error-free or will meet any particular criteria of performance or quality. This site is provided 'as is'. Augustine Medical expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. It makes no express or implied representations or warranties regarding the content of the website and that the website has been compiled or supplied to meet the user's individual requirements. Users are encouraged to report any possible errors, malfunctions or offensive material by using the 'feedback' link.

4. The use of the content of this website is at the user's own risk. The user assumes full responsibility and risk of loss resulting from the use of the content of this site. Augustine Medical or any of the legal entities in respect of which information are contained on this site, or employees of Augustine Medical or such entity, will not be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of this document or information. If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply. Subject to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002), Augustine Medical shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website.

5. Certain links in the web server lead to resources maintained by third parties over whom Augustine Medical has no control. Augustine Medical makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.

6. The provisions of Part 2 of Chapter III of the Electronic Communications and Transactions, 2002 is hereby excluded from applying to any electronic communications and data messages that a user sends to Augustine Medical via this website. Any communications or data message that a user sends to Augustine Medical will be regarded having been received by Augustine Medical when receipt is acknowledged in writing. If the user does not receive a response within a reasonable period of time, the user should follow it up with Augustine Medical. Augustine Medical shall not be liable for any failure to respond.

7. If a user requires any information from Augustine Medical regarding its services or the content of this website, the 'Contact Us' link could be used.

#### 4. SECURITY

1. Protection - Augustine Medical has in place reasonable commercial standards of technology and operational security to protect all information provided by users from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a user's information. Authorised employees, who are responsible for the maintenance of any sensitive data submitted, are required to maintain the confidentiality of such data. The policy applies to all employees of Augustine Medical or public bodies that may receive such information from Augustine Medical. It is expressly prohibited for any person,

business or entity to gain or attempt to gain unauthorised access to any page on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website. If a person delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website, a criminal charge will be laid against that person, and, if Augustine Medical or any public body should suffer any damage or loss, civil damages will be claimed.

2. Linkage and framing - We welcome third-party websites to link to the information that is hosted on these pages. It is expressly prohibited for any person, business, entity or website to frame any page on this website, including the home page, in any way whatsoever, without prior written approval of Augustine Medical.

3. Links to third-party websites - Augustine Medical may provide links to other websites only as a convenience. The inclusion of any link does not imply Augustine Medical's endorsement of such sites. Linked websites or pages are not subject to the control of Augustine Medical. Augustine Medical is not responsible or liable, directly or indirectly, in any way for the content, use, or inability to use or access any linked websites or any links contained in a linked website.

## 5. PRIVACY

1. Introduction - The privacy statement applies to Augustine Medical and any legal entity, which control, verify or make use of information that may be collected via this site. A user may visit this site without providing any personal information. A user, however, agrees to the use of such data in accordance with this website privacy statement. Please note that this site may contain links to other sites which are not being governed by this privacy statement. If a user has any questions or concerns regarding this privacy statement or the user's privacy while using this website, the 'Contact Us' link could be used.

2. Cookies - Augustine Medical may use cookies (small text files stored in a user's browser) or web beacons (electronic images that allow this website to count users who have accessed a particular page and to access certain cookies) to ensure that the website is well managed and to facilitate improvement of the site. Augustine Medical or its service-provider(s) may use cookies to collect aggregate data. Augustine Medical may use such devices from time to time to track information on its systems and identify categories of users by items such as IP addresses, domains, browser types and pages visited. The web administrator uses the information to analyse the number of users of different areas of the site and to ensure that this site is serving as a useful and effective information source. Neither cookies nor web beacons collect personal information such as the user's name or email address. A user may reject cookies as most browsers permit individuals to decline cookies. Under certain circumstances, users may be denied access to some parts of this website if their browsers are set to decline cookies.

3. No agreement - Nothing contained herein creates or is intended to create a contract or agreement between Augustine Medical and any user visiting the website.

4. Children's privacy protection - Augustine Medical recognises the importance of protecting children's privacy in the interactive online world.

## 6. SEVERABILITY

These terms and conditions of use constitute the entire professional or other relationship between Augustine Medical and the user of this website. Any failure by Augustine Medical to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision. If any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The

remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## 7. UPDATING OF THESE TERMS AND CONDITIONS

Augustine Medical reserves the right to change, modifies, add to or remove from portions or the whole of these terms and conditions of use from time to time. Changes to these terms and conditions of use will take effect upon such changes being posted to this website. It is the user's obligation to periodically check these terms and conditions of use at this website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms and conditions of use, including such changes or updates.

## 8. INFORMATION ABOUT WEBSITE AND OWNER

1. The full name and legal status of the website owner is: Augustine Medical South Africa (Pty) Ltd, a company doing business in Southern Africa and as represented by Mr Terry van Graan, Managing Director of Augustine Medical.

2. The website address of this website is: <http://www.augmedsa.com/>

3. Contact details of website owner:

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Constantia  
7848  
Minter House 1 Otto Close Westlake Cape Town  
Tel.: (021) 702 7850  
Fax: (021) 702 7870  
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