



JOHANNESBURG SURGICAL HOSPITAL PROPRIETARY LIMITED
(REGISTRATION NUMBER: 2017/034525/07)

PRIVACY POLICY

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1 DEFINITIONS

Unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

- 1.1 POPI Policy and PAIA Manual means the POPI policy and PAIA manual of JSH;
- 1.2 JSH means Johannesburg Surgical Hospital Proprietary Limited (registration number: 2017/034525/07);;
- 1.3 Personal Information shall have the meaning ascribed thereto in terms of section 1 of POPI, namely: any information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to – information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth of the person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, e-mail address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that would reveal the contents of the original correspondence; the views or opinions of another individual regarding the person; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 1.4 POPI means the Protection of Personal Information Act No. 4 of 2013;

- 1.5 Privacy Policy means this privacy policy as detailed below;
- 1.6 Processing shall have the meaning ascribed thereto in terms of section 1 of POPI, namely: any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 1.6.1 the collection receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 1.6.2 dissemination by means of transmission, distribution or making available in any other form; and
- 1.6.3 merging, linking as well as restriction, degradation, erasure or destruction of information;
- 1.7 User means any user who accesses or uses the Website and “**Users**” shall have a similar meaning as the context requires; and
- 1.8 Website means JSH’s website which can be accessed by clicking on the following link: <https://jsh.co.za>.

2 PURPOSE OF THIS PRIVACY POLICY

This Privacy Policy sets out the basis on which JSH may use and protect material and information that JSH obtains from the User when utilising the Website.

3 BINDING NATURE OF THE PRIVACY POLICY

The User’s acceptance of the Privacy Policy will be indicated by the User accessing or using the Website, which access or use will render this Privacy Policy binding upon the User.

4 BINDING NATURE OF THE POPI POLICY AND PAIA MANUAL

4.1 This Privacy Policy must be read in conjunction with the POPI Policy and PAIA Manual. The User agrees and acknowledges that the POPI Policy and PAIA Manual shall remain binding upon the User to the extent that it is applicable.

4.2 The POPI Policy and PAIA Manual shall be applicable to, amongst other:

- 4.2.1 the Processing by JSH of any Personal Information that is provided by the User to JSH via the Website; and
- 4.2.2 any request by the User to acquire any Personal Information, or other information or records held by JSH.

5 COLLECTION OF INFORMATION

- 5.1 By the User's access to and use of the Website, the User consents that JSH may monitor the User's visits to the Website and retain information about the User's user traffic.
- 5.2 By the User's use of the Website, the User consents that JSH may collect the following information:

5.2.1 General Material and Information:

- 5.2.1.1 General material and information constitutes material and information provided to JSH on the Website for general purposes when registering on the Website including, but not limited to, information provided to JSH when submitting material or requesting further information.
- 5.2.1.2 Material and information supplied for general purposes may be used for marketing purposes.

5.2.2 Specific Material and Information:

- 5.2.2.1 Specific material and information constitutes material and information provided to JSH on the Website for the purpose of becoming a patient or employee of JSH.
- 5.2.2.2 Material and information provided for the specific purpose shall not be used for marketing purposes.

6 USE OF THE USER'S MATERIAL AND INFORMATION

The material and information provided to JSH through the Website shall be used:

- 6.1 for the purposes as set out in the Privacy Policy and POPI Manual;
- 6.2 to improve the Website and JSH's services;
- 6.3 for internal business administration including fulfilling any legal requirements; and
- 6.4 to provide the User with information, healthcare services or other services that the User requests from JSH or where the User has consented to be contacted for such

purposes, providing the User with information which JSH feels may be of interest to the User.

7 DISCLOSURE OF THE USER'S MATERIAL AND INFORMATION

Any material and information provided to JSH through the Website will not be disclosed to parties unrelated to JSH, except as otherwise provided for in this Privacy Policy and/or the POPI Policy and PAIA Manual.

8 THE PERIOD OF RETENTION OF THE USER'S MATERIAL AND INFORMATION

8.1 The time periods for which JSH is required to retain the User's information may vary according to the use and purpose attached to the information.

8.2 JSH will retain a User's information in hardcopy format for as long as it is required to do so in terms of the relevant legislation applicable to the information. Should there be no legislation that regulates the retention of the information concerned, JSH will not keep the information in hardcopy format for longer than necessary for the purpose for which the information was collected.

9 USE OF IP ADDRESSES

JSH may make use of software and technology to collect information about the User's use of the Website and to distinguish the User from other Users of JSH's Website in order to improve the User's experience when the User browses the Website.

10 COOKIES

10.1 JSH uses cookies to understand the User's online activity and save the User's preferences for future visits.

10.2 The User agrees that cookies may be forwarded from the Website to the User's computer or device.

11 MARKETING MATERIALS

11.1 The User agrees that JSH may forward marketing material to the User.

11.2 If at any time the User would prefer to receive or stop receiving marketing material from JSH, this must be communicated to JSH in writing.

12 CONFIDENTIALITY OF COMMUNICATIONS

12.1 Any communication sent through the Website is not confidential and is not protected by privilege.

12.2 The User acknowledges that JSH is unable to preserve the confidentiality of communications sent, stored and/or uploaded on or through the Website.

13 LINKS

13.1 Links from the Website to any other website are provided for convenience only, and do not imply affiliation with or endorsement by JSH of the other website.

13.2 Any dealings that the User may have with linked websites, including through advertisements found on the Website, are solely between the User and the third-party website and the User waives any claims it might have against JSH in respect thereof.

13.3 JSH does not assume any responsibility for the protection and privacy of any information which the User has provided while visiting such third-party websites. The User should exercise caution when accessing such third-party websites.

13.4 The User may not create a link to the Website from a third-party website or document without JSH's prior written consent.

14 SECURITY OF THE WEBSITE

14.1 The internet is not a secure medium. Nonetheless, JSH is committed to ensuring that the User's material and information is secure.

14.2 JSH has put in place reasonable physical, electronic and procedural safeguards to secure material and information against loss, misuse, damage or modification and unauthorized access or disclosure. In the event that third parties are used to provide related services involving material and information the User supplies through the Website, JSH requires such third parties to meet appropriate and reasonable security standards.

14.3 Whilst JSH has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system.

14.4 JSH does not warrant that the Website, information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality.

14.5 In order to ensure the security and reliable operation of the Website, JSH hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.

- 14.6 The User may not utilise the Website in any manner which may compromise the security of JSH's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any User, person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should JSH suffer any damage or loss, civil damages shall be claimed by JSH against that person or entity.
- 14.7 If the User commits any of the offences detailed in Chapter 13 of Electronic Communications and Transactions Act No. 25 of 2002, the User shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by JSH as well as its affiliates and agents.

15 LIMITATION OF LIABILITY

- 15.1 The User agrees that all information provided on the Website is provided "as is" and that JSH shall not be liable for any losses or damages that may arise from the User's reliance on it, howsoever these may arise.
- 15.2 JSH does not assume any responsibility for the content or operation of external websites that link to the Website or which are linked from the Website and does not accept any liability, whatsoever occurring and howsoever arising, (and is hereby indemnified by the User) in respect of the content or operation of any such external websites.
- 15.3 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The User bears all risk of transmitting information in this manner. Under no circumstances shall JSH be liable for any loss, harm, or damage suffered by the User as a result thereof. JSH reserves the right to request independent verification of any information transmitted via e-mail and the User consents to such verification should JSH deem it necessary.
- 15.4 To the extent permissible by law, neither JSH, its affiliates, directors, shareholders, agents, consultants or employees shall be liable and the User indemnifies JSH, its affiliates, directors, shareholders, agents, consultants or employees for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the User's use of the Website, the User's reliance upon information and content contained on the Website, the inability to access or use the content of the Website or any functionality thereof, the unavailability, interruption and/or malfunctioning of the Website, the information contained on the Website, or of any linked , and/or as a direct or indirect

result of the User's failure to comply with any of the terms or any other requirements of this Privacy Policy.

16 AMENDMENTS OF PRIVACY POLICY

JSH reserves the right, in its sole and absolute discretion to amend and/or replace any of, or the whole of this Privacy Policy from time to time without prior notification to the User. Such amendments shall supersede and replace all previous versions of the Privacy Policy and shall be made available on the Website. Each time the User accesses the Website, the User shall be deemed to have consented, by such access, to the Privacy Policy, as amended and/or replaced by JSH from time to time. If the User is not satisfied with such amended Privacy Policy, the User should refrain from using the Website.

17 COMPLIANCE WITH LAWS

By the User's access and use of the Website, the User warrants that the User complies with all applicable laws, statutes, ordinances and regulations pertaining to the User's use of and access to the Website.

18 INTERPRETATION

18.1 In this Privacy Policy, unless the context requires otherwise:

18.1.1 words importing any one gender shall include the other gender;

18.1.2 the singular shall include the plural and *vice versa*; and

18.1.3 a reference to natural persons shall include created entities (corporate or unincorporated) and *vice versa*.

18.2 In this Privacy Policy, the headings have been inserted for convenience only and shall not be used to assist or affect its interpretation.

18.3 Any reference in this Privacy Policy to an enactment is to that enactment as amended or re-enacted from time to time.

18.4 Words and/or expressions defined in any clause in the body of this Privacy Policy shall, unless the application of such words and/or expressions is specifically limited to that clause, bear the meaning so assigned to it throughout this Privacy Policy.

18.5 The *contra proferentem* rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of JSH.

18.6 The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" followed by specific examples, such examples shall not be construed to limit the ambit of the provision concerned.

18.7

A reference to any statutory body or court shall be construed as a reference to that statutory body or court as substituted from time to time thereafter by successor statutory bodies or courts, as the case may be.