

Terms of Use

Last updated 13 February 2024

These Terms of Use ("Terms") govern your use of the Homespital ("we," "us," or "our") application and website and any other online service that Homespital operates and that links to these Terms (collectively, the "Services").

Please review these Terms carefully before using the Services. We may change these Terms or modify any features of the Services at any time. The most current version of the Terms can be viewed by clicking on the "Terms of Use" link posted through the Services. You accept the Terms by using the Services, and you accept any changes to the Terms by continuing to use the Services after we post the changes.

USE OF OUR SERVICES ARE NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL AN AMBULANCE OR GO TO YOUR NEAREST EMERGENCY ROOM.

1. PRIVACY

By using the Services, you consent to our processing your information consistent with our Privacy Policy (<https://www.home-spital.com/Privacy%20policy.html>).

2. IMPORTANT INFORMATION ABOUT YOUR USE OF THE SERVICES

DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL AN AMBULANCE IMMEDIATELY (call 10177 from a landline or 112 from a cell phone).

Homespital does not provide any doctors' or other healthcare providers' (collectively, "Providers") services itself. All of the Providers are independent of Homespital and merely using the Services to communicate with you. Any information or advice received from a Provider comes from the Provider, and not from Homespital. Your interactions with the Providers via the Services are not intended to take the place of your relationship(s) with your regular health care practitioner(s).

NEITHER HOMESPITAL NOR ANY OF ITS LICENSORS OR SUPPLIERS OR ANY THIRD PARTIES WHO PROMOTE THE SERVICES OR PROVIDE YOU WITH A LINK TO THE SERVICES SHALL BE LIABLE FOR ANY PROFESSIONAL ADVICE YOU OBTAIN FROM A PROVIDER VIA THE SERVICE NOR FOR ANY INFORMATION OBTAINED FROM OUR SERVICES. YOU ACKNOWLEDGE YOUR RELIANCE ON ANY PROVIDERS OR INFORMATION PROVIDED BY THE SERVICES IS SOLELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH.

Homespital does not make any representations or warranties about the training or skill of any Providers using the Services. You are ultimately responsible for choosing your particular Provider on the Services.

3. ACCOUNT REGISTRATION

To access Providers using the Services, you must first establish an individual user account ("Account") by providing certain information. You agree to provide true, accurate, current, and complete information on the Account registration form and to keep this information current and updated as needed.

You represent and warrant that you are at least 18 years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use.

You are solely responsible for the security of your username and password, and for any use of the Services using your username and password. You should not share your username or password with any third party or allow any third party to access the Services using your username and password. You agree to notify us if you have any reason to believe that your username or password has been lost, compromised, or misused in any way. We reserve the right to revoke or deactivate your username and password at any time.

4. PROHIBITED CONDUCT

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

- a) transmit any message or information under a false name or otherwise misrepresent your affiliation or the origin of materials you transmit;
- b) provide information on the registration form that is untrue, inaccurate, not current, or incomplete;
- c) transmit any message or information that is false, unlawful, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, or hateful;
- d) transmit any message or information that infringes or violates the intellectual property, privacy, or personality rights of others;
- e) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate content received through the Services to anyone without prior express permission;
- f) engage in unauthorised spidering, "scraping," or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
- g) take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- h) use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted on the Services or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- i) attempt to modify, translate, decipher, decompile, disassemble, reverse-engineer, or create derivative works of any of the software comprising or in any way making up a part of the Services; or
- j) engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

Unauthorised or violations of system or network security may result in civil or criminal prosecution. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Services for any or no reason at any time without notice.

5. OUR COPYRIGHTS AND TRADEMARK

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6. YOUR FEEDBACK, COMMENTS AND IDEAS

While we are pleased to receive feedback, comments and ideas from visitors/Users to our Platforms, please note that any information that you submit through this platform (other than personal information) will be considered non-personal, non-confidential and non-proprietary. Personal information submitted to us is subject to our Privacy Policy.

7. DISCLAIMER OF WARRANTIES

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Homespital makes no representations or warranties that use of the Platform will be uninterrupted or error-free. You are responsible for taking all precautions necessary to ensure that any content you may obtain from this website is free of viruses and any other potentially destructive computer code.

8. DISPUTE RESOLUTION

The User's use of the Platform and any dispute arising out of the use is subject to the laws of South Africa. Any dispute arising out of the use or publication of the Platform is subject to the exclusive jurisdiction of the courts of South Africa.