

# CELL C HEALTH ASSIST

## TERMS & CONDITIONS

1. It is important that you understand and agree to these terms and conditions in order for you to make use of the Cell C Health Assist Service (the "Service"). In the event that you do not understand these terms and conditions, please get in touch with us and we will explain them to you.
2. All standard Terms and Conditions of Cell C (Pty) Ltd, Cell C Service Provider Company Proprietary Limited together, ("Cell C"), and its suppliers apply to the Service. You can find these standard terms and conditions at <https://www.cellc.co.za/cellc/terms-conditions>.
3. All prices and usage rates advertised include VAT, unless otherwise stated.
4. Standard RICA rules and processes apply. These can be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>.

## GENERAL

5. Suppliers and/or Cell C reserves the right to suspend the Service and its benefits in its sole and absolute discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur.
6. Cell C and/or Supplier may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion without notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to use the Service you agree and understand that you will be bound by the amended terms and conditions. **You agree and understand that it shall be your responsibility to keep up to date with these terms at all relevant times.**
7. It is important that you understand that all Customers who make use of the Service indemnify Supplier and Cell C, their directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from their use of the Service and its benefits.
8. Cell C has the right to withdraw or shorten the duration of the Service in its sole and absolute discretion and will notify Customers if it chooses to do so. Customers understand that they will not have a claim against Cell C in this event.
9. You understand and acknowledge that Cell C only provides the Service to you and that a separate set of terms and conditions for the use of the Service from the Suppliers are applicable and can be found here: <http://cellchealthassist.co.za/>. For ease of reference, we have set out these terms and conditions for the Service below.

## TERMS OF USE FOR THE SERVICE

10. Cell C provides the Service to Cell C Customers in conjunction with the Supplier and our duly authorised partners and/or third-party service providers and, subject to these terms, shall make the full benefits of the Service available to you once you have signed up /registered for, or have agreed to join the Service. By using the Service you are deemed to have accepted these terms and conditions and agree to abide by them.
11. **By signing up for this Service you give us your informed and explicit consent and authorise us to process your personal information, locate your mobile phone device and share your location and personal information with our duly authorised partners and/or third party service providers to enable us to provide the Service to you.** All your relevant personal information will be processed in accordance with our information security processes and information processing policy in accordance with the Protection of Personal Information Act of 2013.
12. NEITHER CELL C NOR SUPPLIER SHALL IN ANY WAY OR FORM BE HELD LIABLE FOR UNAVAILABILITY OF THE SERVICE.
13. Subject to these terms and conditions we shall endeavour to make the Service available to you 24/7 and throughout the year.

14. **You hereby agree to fully co-operate with ourselves to enable us to provide the Service to you and that you shall disclose to us all other benefits and services you are entitled to receive through any other third party which may be relevant to the Service** (e.g. motor vehicle insurance, household insurance, life insurance, medical insurance and the like).
15. Participation in the Service will accordingly be subject to the then current version of these terms published on this website at the time of your use. You may not make use of our Services if you do not accept these terms.
16. Please note that certain additional conditions of use may apply to your use of our services such as may be contained in the subscription contract entered into between you and your network Service Provider. We reserve the right to introduce amendments to these terms and conditions from time to time, by posting such amendments on our Website. We may thus change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using our Services, since the then current version of the terms will apply to your use.
17. We reserve the right, without notice and in our sole and absolute discretion, to make changes to the manner in which we offer the Service or to discontinue without notice, any aspect and/or feature of the Service.
18. You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties with respect to the Service to any other person. We may cede, delegate, transfer and assign our rights, obligations and duties pertaining to the services to any other person.
19. The Service may not be used for any purpose other than for your personal non-commercial purposes. The Service may not be used in a manner that would bring us or our business into disrepute. Furthermore, the Service may not be used for unlawful purposes or in a manner which infringes our rights or the rights of any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to its use of the Service. We may suspend access to any part of our computer systems or Service at any time without notice.
20. Queries and complaints regarding the Service may be submitted to us via our telephone helpline on 084 11501 or via email at [support@cellchealthassist.co.za](mailto:support@cellchealthassist.co.za).
21. Use of our Services is subject to the laws of the Republic of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of a person to adjudicate on any dispute arising from or in connection with these terms of use, notwithstanding that the amount in dispute may exceed such court's jurisdiction. Legal process may be served at any address provided to us.
22. Our failure to enforce any provision of these terms strictly will not be construed as a waiver of any provision or right. In the event that a portion of these terms is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
23. Should we be prevented from fulfilling any of our obligations hereunder as a result of any event or circumstance beyond our control, then those obligations shall be deemed to have been suspended to the extent that and for as long as we are so prevented from fulfilling them, and your corresponding obligations shall be suspended to the matching extent. If the event continues for more than 14 (fourteen) days after it has first occurred, then we shall be entitled (but not obliged) to terminate all of our rights and obligations in terms of or arising out of these terms by giving notice to yourself.
24. You warrant that you have the contractual capacity to utilise the Service(s).
25. We reserve the right to withhold the Service(s) in our sole and absolute discretion.
26. We reserve the right to forward your personal details to the police or other relevant third parties in order to comply with the law or in relation to any suspected Inappropriate Use by You or any other person of the Service(s).
27. We shall be entitled to terminate these terms and conditions immediately if You commit any material breach of any term of these terms and conditions. No waiver by Us of any breach of a provision of these terms and conditions by You shall be considered as a waiver of any subsequent breach of the same or any other provision.
28. The territory in which the Services shall be available to you is limited to the area within the borders of the Republic of South Africa ("territory") unless stated to the contrary herein.
29. Beneficiary is defined as a valid Services subscriber.
30. Cost payable for incidents not attended to by the Cell C call centre will not be refunded.

31. The Cell C and/or the Supplier will not accept any liability or responsibility for any damage, loss, injury or disappointment suffered by You or any third party as a result of your use of the Services or the unavailability of the Services, as the case may be.

For full Terms and Conditions, please go to <http://cellchealthassist.co.za/>

## VALUE ADDED SERVICES BREAKDOWN FOR SERVICES

### Cell C Health Assist Product Terms and Conditions

#### A. Personal Health Advisor

- Access to the service is available to validated members only.
- Based on symptom assessment, Cell C Health Assist may refer a member to a medical professional. Any costs incurred for services rendered by a medical professional are to be paid by the member.
- Symptom assessments are made based on the information provided by the member at the time of the call and can only be as accurate as the information provided by the member.

#### B. Discounted medical network

General practitioners:

- Preferential pricing is only available on the following:
  - *Acute consultations – during office hours*
  - *Chronic consultations – during office hours. For purposes of clarity, a chronic consultation refers to consultation regarding a chronic condition a disease that lasts 3 (three) months or longer and generally cannot be prevented by vaccines or cured by medication, nor does it just disappear.*
  - *Acute medication – if the General Practitioner is a dispensing GP. For purposes of clarity, acute medication refers to medicine used for diseases or conditions that have a rapid start, severe symptoms and that need a short term of medicine treatment.*

Dentists:

- The preferential pricing is only on the below:
  - *Consultation – during office hours*
  - *Oral Examination – during office hours*

Optometrists:

- The preferential pricing is only on the below:
  - *Eye examination – during office hours*
    - *Eye examination includes: Vision utilising the machine not a chart, measurement of Ocular pressure, glaucoma test, test for abnormalities i.e. bleeding, macular degeneration etc.*
  - *Single and bi focal lenses – during office hours*
  - *Frames from a selected range*
- There is no limitation on the number of consultations that may be booked through the network.
- The member is required to make a cash payment for the consultation upon arrival or prior to leaving the Doctor's rooms.
- Doctors charge the contracted reduced fee which may vary from doctor to doctor.
- Medical practitioners might have a cash rate of the day that will be cheaper than the negotiated medical network daily rate. In this instance the member will qualify for a 15% discount off the cash rate in the form of airtime. **This applies to General Practitioners only.**
- Bookings must be made via the dedicated contact centre.
- A contact centre agent will make the appointment on behalf of the member, after sourcing the most appropriate Doctor based on the member's geographical location or other relevant preferences.
- The contact centre agent will provide the member and the doctor with the same unique reference number to identify them as eligible for the preferential rate upon arrival at the Doctor's rooms.

- The member must produce positive identification in the form of a valid Identity Document or drivers license, together with their unique reference number in order to receive the preferential rate.

#### **C. Wellbeing Coupons**

- Wellbeing Coupons are only redeemable at Dis-Chem stores nationwide.
- WiCode is only valid for 24 (twenty four) hours, thereafter a new code must be requested.
- Wellbeing Coupons are not redeemable for cash.
- Wellbeing Coupons are subject to stock availability.
- Wellbeing Coupon prices can change without prior notification at the brand's discretion.
- Each product is redeemable 5 (five) times per member, per month.
- Wellbeing Coupons will refresh each month.
- Updated cell numbers are required before requesting Wellbeing Coupons.

#### **D. Health Supplements**

- Discount partners as well as savings and deals are subject to change without prior notification.
- Discount partners have multiple redemption processes, and these must be followed in order to receive the relevant savings, deal or benefit.
- No saving, deal or benefit provided by discount partners is redeemable for cash.
- Cell C Health Assist is not liable for the service rendered to members by any discount partner or other third party.
- **Discount partners own terms and conditions apply.** The customer can request this from the appropriate Discount partner.

#### **E. Discounted Gym Membership**

- Discount partners as well as savings and deals are subject to change without prior notification.
- Discount partners have multiple redemption processes, and these must be followed in order to receive the relevant savings, deal or benefit.
- No saving, deal or benefit provided by discount partners is redeemable for cash.
- **This offering excludes JustGym and Platinum Clubs.**
- Cell C Health Assist is not liable for the service rendered to members by any discount partner or other third party.
- Discount partners own terms and conditions apply. The customer can request this from the appropriate Discount partner.

#### **F. Cancellation Rules**

- If the customer opts to cancel a Product (at any part of the month), there will be no pro-rata billing.
- Upon cancellation occurring mid-month / ad hoc, the Services provided by the Supplier will terminate on the last day of the cancelling month (ideally after the last bill payment was made).

#### **G. Validity and Expiry**

- These Products will continue to be valid as long as Cell C offers the Products and will expire for the customer at the end of the month in which the customer cancels the Service(s).