

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL USERS AND VISITORS OF THE WEBSITE

1. RECITALS

1.1 This document sets out the General Terms and Conditions of the finDR suite of platforms (the Website), built and hosted by FlexBase (Pty) Ltd, and commissioned by Profmed, (together referred to as the Facilitation Platform Service/Service Facilitator/Facilitator), a Software-as-a-Service Platform, pertaining to the access and use of the information, products, services and functions provided on www.findr.doctor or www.findr.healthcare and any website/s that it may redirect to, which websites it owns and/or manages.

1.2 For specific terms dealing with the provision of services to either a Company, Business, Practice (Company), and/or a freelance worker, medical professional or other temporary job seeker (personnel), please see our **Specific Service Terms and Conditions**, which are incorporated into these Terms by reference.

1.3 Please note distinct sections on **Privacy, Intellectual Property, and Disclaimers & Indemnities** herein.

1.4 The Terms constitute an agreement between the Service Facilitator and the applicable users, unregistered or registered as such, on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms and any incorporated terms or policies, as amended and/or replaced by the Service Facilitator from time to time. Should any person that accesses the Website disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.

1.5 **The Service Facilitator may immediately terminate these Terms or any of its services with respect to you, or generally cease offering or deny access to its services or any portion thereof, at any time, for any reason. You will be notified in writing should the changes affect your registered profile.**

1.6 The Service Facilitator reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website and shared with registered users in writing. If you are not satisfied with the amended Terms, you should refrain from using the Website.

1.7 You should check our Website regularly for any changes which will apply from the date that they are uploaded. For further information in relation to any applicable rules, please contact hello@findr.doctor. It is solely your responsibility to ensure that you are aware of, have read and understood any changes as and when they become applicable; where we are under no obligation to ensure that you have done so.

1.8 Supplemental terms may apply to certain services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable services. Supplemental terms are in addition to, and shall be deemed incorporated into, the Terms for the purposes of the services.

1.9 Our collection and use of personal information in connection with services facilitated is as provided in the Service Facilitator's **Privacy Policy** provisions below. The Service Facilitator may provide to a business and/or personnel user any necessary information (including your contact information) to

render aspects of its services, or if there is a complaint, dispute or conflict which requires the information.

1.10 The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Service Facilitator's services for any reason whatsoever. Accordingly, the terms "us", "our" or "we" used refers to the Service Facilitator or its possession.

1.11 Not all terms are necessarily defined in order.

1.12 If there is anything in the Terms that you do not understand then please contact us at hello@findr.doctor for clarification as soon as possible.

Please pay specific attention to the BOLD paragraphs of these Terms. These paragraphs limit the risk or liability of the Service Facilitator, constitutes an assumption of risk or liability by you for your actions, impose an obligation on you to indemnify the Service Facilitator or is an acknowledgement of any fact by you.

2. DEFINITIONS

2.1 Words importing:

2.1.1 any one gender includes all genders;

2.1.2 the singular includes the plural and vice versa; and

2.1.3 natural persons include juristic persons (corporate or unincorporated) and vice versa.

2.2 **"Access"** means the access that any user of the website enjoys based on the license granted by the Service Facilitator, and, if applicable, paid for by the Company and/or the Personnel, for the use of the Website Platform and/or for the use of the Website's facilitation services at the agreed terms of the access license;

2.3 **"Booking/Offer Application"** means the application made to the company by the personnel to a Company Offer;

2.4 **"Booking"** means the confirmed time period during which the personnel will render its services to the Practice;

2.5 **"Booking Period"** means the period during which the personnel has been booked by the Company and will render its services to the Company;

2.6 **"Booking Request"** means the request sent by the Company to a personnel user

2.7 **"Data subject"** shall have the same meaning as in POPI;

2.8 **"ECTA"** means the Electronic Communications and Transactions Act, No. 25 of 2002 (including its regulations, and as amended from time to time);

2.9 **"Facilitation Fee"** means the fee charged, if applicable, by the Service Facilitator, and paid by the Company for the facilitation of the booking made via the Website and/or for follow up services relating to the booking as further described in the Specific Service Terms;

2.10 **"HPCSA"** means the Health Professions Council of South Africa;

2.11 **"IFRS"** means International Financial Recording Standards and shall include IFRS for Small and Medium-sized Entities ("SMEs") where applicable;

2.12 **“Information”** means any Personal Information submitted or any information that may be submitted on/to the Website and/or to the Service Facilitator from time to time by any user of the Website;

2.13 **“Intellectual property rights”** means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by the Service Facilitator, now or in the future, including without limitation, the Service Facilitator's rights in and to intellectual property including (without limitation) the rights in and to trademarks, service marks, trade names, domain names, logos, patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, and all similar proprietary rights which may subsist in any part of the world, as well as any Confidential Information or processes relating to that subject matter and specifically includes any other proprietary rights in and to any business plans and proposals, business processes and functional and technical specifications and any related material;

2.14.1 **“Invoice for facilitation”** means the invoice issued by the Service Facilitator for the agreed upon Access License Fee and/or Facilitation Fee payable on the stated due date directly to the Service Facilitator's bank account with no offset;

2.14.2 **“Invoice for Services rendered”** means the Locum's invoice, issued to the Practice in accordance with IFRS containing the Locum's remuneration amount as agreed via the platform/website, to be paid on the date and into the locum's bank account as agreed between the locum (personnel) and the practice (company).

2.15 **“License Fee/Licensing Fee”** means the fee charged by the Service Facilitator where applicable, and paid by the Practice and/or the Locum, for the full access to the Website Platform and/or for the use of the Website's facilitation services, and as further described in Clause 5 below;

2.16 **“Personnel/Locum”** means a registered medical practitioner, or, in applicable cases administrative and/or practice support staff, who registers on the Website for the purposes of making his or her services available to a Company, and it is expressly understood that same services are provided as an independent contractor to the Company;

2.17 **“Locum Fee”** means the hourly fee charged by the personnel user to the Company for rendering their Services to the Company for the Booking Period, which Fee is paid by the Company directly to the personnel after an invoice has been received from the personnel user in the capacity of an independent contractor by the company ;

2.18 **“POPI”** means the Protection of Personal Information Act, No. 4 of 2013 (including its regulations, and as amended from time to time);

2.19 **“Payment Method”** means the mode of payment chosen by the Company or personnel user upon Registration to settle Fees, Facilitation Fees and Access License Fees, where applicable,;

2.20 **“Personal Information”** means any personal information submitted by or collected from any user of the Website upon registration and/or its use of the Website, and shall have the same meaning as defined in POPI;

2.21 **“Platform”** means www.findr.doctor, and all webpages relating to it and/or its affiliate websites, pages, blogs, apps or online platforms.

2.22 **“Practice/Company”** means any business, in this particular case on www.findr.doctor, any medical practice, medical centre, pharmacy, hospital, emergency medical service, or other establishment which provides medical services of any nature, which is registered with the HPCSA

(where applicable) or registered with the/an appropriate professional registrar and who registers on the Website for the purposes of making use of the Independent Services of a Locum;

2.23 **"Processing"** shall have the same meaning relating to the processing of Personal Information as defined in POPI;

2.24 **"Proprietary Material"** means all copyright and other Intellectual Property Rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, Confidential Information, designs, agreements, and multimedia works, published on or through the Website;

2.25 **"Registration"** or **"Sign up"** means the process followed by any user of the Website whereby it enters Information on the Website, which information may include Personal Information, in order to use the Booking facility and/or other services facilitated via the Website;

2.26 **"SAPC"** means the South African Pharmacy Council;

2.27 **"SANC"** means the South African Nursing Council;

2.28 **"Service/s"** means the work performed and to be performed by a personnel user who has completed the Registration process and is subject to the Service Facilitator's Terms;

2.29 **"Service Facilitator"** means the finDR Platform (as built and managed by FlexBase Pty Ltd), owned and operated by Profmed, a medical scheme registered and incorporated in accordance with the laws of South Africa;

2.30 **"Terms"** means the terms and conditions of the Service Facilitator pertaining to the access and use of the Information, products, Services and functions provided and includes any agreement between the Service Facilitator and the Practice and the Service Facilitator and the Locum;

2.31 **"Website"** means www.findr.doctor and/or its affiliate websites, pages, blogs, apps or online platforms.

3. THE SERVICE FACILITATOR'S SERVICES

3.1 The Service Facilitator's services and/or Website constitute an online technology platform that enables users of the Website to make use of an online availability calendar, profile creation, search, booking, application, payment and review function that provides real-time availability of Locum Medical professionals to medical practices/pharmacies/hospitals and clinics. Locums create a searchable profile with all relevant information to Practices, including a calendar where availability is set. Practices can create a profile that will enable a search for specific criteria and availability of a qualified and verified Medical Locum according to position, specialisation, geographical area, experience, price range, and date and time.

3.2 The Service Facilitator's Platform services are currently only available for use in South Africa.

3.3 Unless otherwise agreed by the Service Facilitator in a separate written agreement with you, the Service Facilitator's services and Website are made available solely for your company's use, and not for commercial use to place temporary personnel by you.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE FACILITATOR PROVIDES ONLINE COMPUTER SOFTWARE AND DOES NOT PROVIDE LOCUM POSITIONS NOR OPERATES AS A LABOUR BROKER, RECRUITMENT AGENCY OR PRACTICE IN ANY WAY, AND THAT ALL SUCH LOCUM OR PRACTICE ENGAGEMENTS MANAGED AND/OR FACILITATED VIA THE WEBSITE ARE PROVIDED**

BY INDEPENDENT THIRD PARTY MEDICAL PRACTICES AND LOCUMS, AS THE CASE MAY BE, WHO ARE NOT EMPLOYED BY THE SERVICE FACILITATOR OR ANY OF ITS AFFILIATES.

4.2 If you make use of the Website and/or the Service Facilitator's services, you do so entirely at your own risk and via private transaction with the relevant Locum or Practice, where the Service Facilitator is in no way involved other than as provided for in these Terms. Please take care in understanding all applicable Locum or Practice policies and terms when using their services. **Although the Service Facilitator verifies each Locum's legal ability to practice their profession and Practice's standards and services prior to being visible on the Platform, the Service Facilitator is not responsible for the quality or standard of any service advertised or provided by a Locum or Practice. The Service Facilitator endeavours in all cases to encourage the highest standards of care in all applicable areas.**

5. PAYMENT FOR WEBSITE SERVICES AND ANCILLIARY SERVICES

5.1 In consideration for the facilitation of services before, during and after the Booking Period, the Practice will pay the Locum a Locum Fee, in accordance with the **Specific Service Terms**.

5.2 In consideration for the use of the Website and its services, both the Locum as well as the Practice may, where applicable, pay a License Fee to the Service Facilitator in accordance with the **Specific Service Terms**.

5.3 In consideration of a confirmed Locum booking, with the specified Access License chosen where applicable, the Practice will pay a specified Facilitation Fee to the Service Facilitator in accordance with the **Specific Service Terms, where applicable**.

5.4 In consideration of a confirmed Locum booking, with the specified Locum Fee accepted, the Practice will pay the specified Locum Fee to the Locum in accordance with the **Specific Service Terms**.

5.5 It is always the Locum's responsibility to ensure that they adhere to all tax, duty or levy obligations applicable to them and the provision of their private services.

5.6 Any Access License Fee paid by you to the Service Facilitator is final and non-refundable with regard to the Service Facilitator, unless otherwise determined by the Service Facilitator in accordance with relevant applicable legislation.

5.7 As a registered and approved member of the website you may contact us via email at hello@findr.doctor to obtain a full record of any historical activities conducted via the Website facilitation services applicable to your own actions and activities.

6. CONTENT OF THE WEBSITE

6.1 The Service Facilitator reserves the right to make improvements to, to change or to discontinue any aspect or feature of the Website and any information or content on the Website from time to time, and where it is applicable to the user, give written notice via the Platform and/or email.

6.2 The Service Facilitator, while endeavouring to ensure the accuracy of all supplied information, makes no representations or warranties, whether expressed or implied, as to the accuracy, completeness or reliability of any Information, data and/or content on the Website, including and without limitation:

6.2.1 that the Website or Information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. The Service Facilitator expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;

6.2.2 whilst the Service Facilitator has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether expressed or implied, is given that any files, downloads or applications (where applicable) available through 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; and

6.2.3 disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which the Service Facilitator receives it and statements from external parties are accepted as fact.

7. LINKED THIRD PARTY WEBSITES AND THIRD-PARTY CONTENT

7.1 The Service Facilitator may use the services of third parties to provide Information on the Website and/or in provision of its services as well as allow third parties to advertise, share information or make available value add-on services on the Website. The Service Facilitator has no control over this information nor value add-on service provision and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. **The user agrees that such information and third-party service provision is provided "as is" and that the Service Facilitator and any partners which the Service Facilitator may have shall not be liable for any losses or damages that may arise from the user's reliance on or use of it, howsoever these may arise.**

7.2 The Service Facilitator may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and the Service Facilitator does not endorse such websites, nor does the inclusion of any such link imply the Service Facilitator's endorsement of such websites, their owners, licensees or administrators or such websites' content or security practices and operations.

7.3 While the Service Facilitator attempts to provide links only to reputable websites or partners, the Service Facilitator cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of the Service Facilitator. The Service Facilitator is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website. Users should read and agree to all third-party policies which may apply to them.

7.4 **You agree that the Service Facilitator shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link or links contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers found on the Website, are solely between you and the third-party website.**

7.5 The Website may contain advertising and sponsorship from third parties. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with all applicable laws and regulations.

7.6 The Service Facilitator, its members, third party providers, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material placed on the Website.

8. USER WARRANTIES AND USAGE RESTRICTIONS

8.1 The user hereby warrants that it shall not itself, nor through a third party:

8.1.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the

Website for any reason and in any manner, unless it is consistent with the intent and purpose of the Terms;

8.1.2 decompile, disassemble or reverse engineer any portion of the Website;

8.1.3 write and/or develop any derivative of the Website or any other software program based on the Website;

8.1.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of the Service Facilitator ;

8.1.5 without the Service Facilitator 's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;

8.1.6 remove any identification, trademark, copyright or other notices from the Website;

8.1.7 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information by means of the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or

8.1.8 notwithstanding anything contained to the contrary in the Terms, you may not use the Website for any purpose other than providing and accepting locum Services, and making use of supplementary services hosted on via the Website.

8.2 You, as the user, further understand and warrant that:

8.2.1 in order to use most aspects of the Website and/or Service Facilitator's services, you must register for and maintain an active personal user account ("Account").

8.2.2 you must be at least 18 years of age to obtain and use an Account;

8.2.3 you may not authorize third parties to use your Account, (and you may not allow persons under the age of 18 to use the Account or Service Facilitator services);

8.2.4 Account registration requires you to submit to the Service Facilitator certain personal information, such as your name, physical and email address, mobile phone number, national identification or passport number, professional registration number (if applicable), profile image, copy of identification in the form of your South African Identification Document, your Driver's licence or your passport if foreign practitioner, resume (if requested), desired payment rates per hour, bank details for payment of Fees in the Locum's case and business details and business address in the Practice's case as well as at least one valid payment method (either a credit/debit card, debit order authorisation or accepted payment partner);

8.2.5 you agree to maintain accurate, complete, and up-to-date information in your Account;

8.2.6 your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Website or Service Facilitator services or the Service Facilitator's termination of these Terms with you;

8.2.7 you are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times;

8.2.8 unless otherwise permitted by the Service Facilitator in writing, you may only possess one Account per practice and one account per locum role

8.2.9 you may not assign or otherwise transfer your Account to any other person or entity without prior notification to the Service Facilitator;

8.2.10 you agree to comply with all applicable laws when using the Website, Services and/or Service Facilitator services, and you may only use them for lawful purposes. You will not, in your use of the Website, Services and/or Service Facilitator services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Service Facilitator, its couriers, the Locum, the Practice or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Website, Services and/or Service Facilitator services, and you agree that you may be denied access to or use of the Website, Services and/or Facilitator services if you refuse to provide proof of identity; and

8.2.11 you are responsible for obtaining the data network access necessary to use the Website, Services and/or Service Facilitator services. Your mobile network's data and messaging rates and fees may apply if you access or use the Website, Services and/or Service Facilitator services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Website, Services and/or Service Facilitator services and any updates thereto. The Service Facilitator does not guarantee that the Website, Services and/or Service Facilitator services, or any portion thereof, will function on any particular hardware or devices. In addition, the Website, Services and/or Service Facilitator services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

9. SECURITY

9.1 In order to ensure the security and reliable operation of the Services to all the Service Facilitator's users, the Service Facilitator hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its database, network and back-office applications.

9.2 You may not utilise the Website in any manner which may compromise the security of the Service Facilitator '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 person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the Service Facilitator suffer any damage or loss, civil damages shall be claimed by the Service Facilitator against the relevant user.

9.3 Any user who commits any of the offences detailed in Chapter 13 of ECTA (specifically sections 85 to 88) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the Service Facilitator and its affiliates, agents and/or partners.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Proprietary Material is the property of, or is licensed to, the Service Facilitator and as such is protected from infringement by local and international legislation and treaties.

10.2 By submitting reviews, comments and/or any other content (other than your personal information) to the Service Facilitator for posting on the Website, you automatically grant the Service Facilitator and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, edit, reproduce, publish, remove, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content. To every extent possible the Service

Facilitator endeavours to not abuse any supplied information. If you feel that your supplied information was/is misconstrued in any way please contact us at hello@findr.doctor to rectify said information.

10.3 All rights not expressly granted are reserved and no right, title or interest in any Proprietary Material or information contained in this Website is granted to you.

10.4 Except with the Service Facilitator's express written permission, no Proprietary Material from this Website may be copied, manipulated or retransmitted.

10.5 Irrespective of the existence of copyright, the user acknowledges that the Service Facilitator is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.

10.6 The Service Facilitator authorises you only to view, copy, temporarily download to a local drive and to print the content of the Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only.

11. RISK, LIMITATION OF LIABILITY AND INDEMNITY

11.1 The user's use of the Website and the information contained on the Website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

11.2 The transmission of information by means of the internet, including without limitation electronic mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall the Service Facilitator be liable for any loss, harm, or damage suffered by the user as a result thereof. The Service Facilitator reserves the right to request independent verification of any information transmitted by means of electronic mail and the user consents to such verification should the Service Facilitator deem it necessary.

11.3 To the fullest extent permissible by law:

11.3.1 Neither the Service Facilitator, its affiliates, third party providers, shareholders, agents, consultants or employees shall be liable 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 use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website, even if the Service Facilitator knows or should reasonably have known or is expressly advised thereof;

11.3.2 The liability of the Service Facilitator for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to the Service Facilitator rectifying the malfunction, within a reasonable time and free of charge, provided that the Service Facilitator is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of the Service Facilitator. However, in no event shall the Service Facilitator be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software; and

11.3.3 You hereby unconditionally and irrevocably indemnify the Service Facilitator and its third-party providers and agree to hold them free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by you, as a direct or indirect result of:

- 11.3.3.1** your access and/or use of the Website and/or the Service Facilitator services;
- 11.3.3.2** software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of the Service Facilitator;
- 11.3.3.3** your failure to comply with any of the terms or any other requirements which the Service Facilitator may impose from time to time;
- 11.3.3.4** the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
- 11.3.3.5** Any unavailability of, or interruption in, the Service Facilitator's services which is beyond the control of the Service Facilitator.

11.4 While endeavouring to ensure the highest standards and quality of the Website, the Service Facilitator makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatever nature that you may have against the Service Facilitator for any loss suffered by you, as a result of information supplied by the Service Facilitator being incorrect, incomplete or inaccurate.

12. CONFIDENTIALITY

12.1 By registering as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party any information acquired in connection with any aspect of the products and/or services offered by the Service Facilitator. You shall notify the Service Facilitator should you discover any loss or unauthorised disclosure of such information.

12.2 Any information or material sent to the Service Facilitator will be deemed not to be confidential, unless otherwise agreed in writing by the user and the Service Facilitator.

13. PRIVACY AND DATA PROTECTION

13.1 Should you decide to register with or function as a user on the Website, the Service Facilitator may collect, collate, process, and use the following types of Information about you when you use the Website:

13.1.1 Information provided by the user. The Service Facilitator collects personal information (that is information about the user that is personally identifiable like the user's name, address, age, geo-location, gender, e-mail address, phone number(s) and other unique information such as user IDs and passwords, banking/accounting information, national identification or passport number and service preferences and contact preferences that are not otherwise publicly available; and

13.1.2 Information that is collected automatically. The Service Facilitator receives and stores information which is transmitted automatically from the user's device when the user browses the internet or uses the Website. This information includes information from cookies (which are described in clause 13.10 below), the user's Internet Protocol ("IP") address, browser type, web beacons, geo-locationary information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Website such as your browser type and language, access times, and the address from which you arrived at the Website.

13.2 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it. The Service Facilitator is however under no obligation to ensure that your personal information or other information supplied by you is correct.

13.3 You warrant that the personal information disclosed to the Service Facilitator, Practice or Locum or the Website is directly from you as the user of the Website or in connection to the Website services;

13.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

13.5 Any processing of your personal information will be reservedly for our legitimate business purposes and as a necessary function of your engagement with the Website and/or the Facilitation Services, and you have consented to this, but we will not, without your express consent:

13.5.1 use your personal information for any purpose other than as set out below:

13.5.1.1 We may contact you regarding current or new information, products or services or any other service offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same contact);

13.5.1.2 We may contact you to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same correspondence); and

13.5.1.3 We may contact you to improve our services selection and your experience on the Website by, for example, monitoring your browsing habits, or tracking your applications on the Website; or

13.5.1.4 We may disclose your personal information to a third-party that the service Facilitator has a written agreement with, other than as set out below:

13.5.1.5 to our employees and/or third-party providers who assist us to interact with you via the Website, email or any other method, for the ordering of their services, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

13.5.1.6 May contact you via our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new product or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us, possible through same correspondence with us);

13.5.1.7 to We may contact you should law enforcement, government officials, fraud detection agencies or other third parties request when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms; and

13.5.1.8 to We may contact you via our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us, not for their own benefit and under the same standards as how we operate.

13.6 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, the Service Facilitator is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

13.7 We will ensure that all our employees, Locum, Practice, third party providers, divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than the Service Facilitator's in relation to your personal information.

13.8 We will:

13.8.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

13.8.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

13.8.3 provide you with reasonable access to your personal information to view and/or update personal details;

13.8.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

13.8.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

13.8.6 upon your request, promptly correct, return or deactivate any and all of your personal information in our possession or control, save for that which we are legally obliged or entitled to retain (acknowledging that some Website functionality might be lost if certain personal information is amended or deactivated).

13.8.7 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

13.8.8 The Service Facilitator undertakes never to make your personal information available to any third-party other than as provided for in these Terms.

13.8.9 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

13.9 If you disclose your personal information to a third party provider, such as an entity which operates a website linked to the Website or anyone other than the Service Facilitator, the Service Facilitator shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to any third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

13.10 The Website may make use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies,

there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on the Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to the Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of these Terms.

13.11 You are entitled to request access to any of your relevant personal data held by the Service Facilitator and where such access is necessary for you to exercise and/or protect any of your rights. For any personal data held by any third party, Locum or Practice, the user must approach that party for the realisation of the user’s personal data rights with them, and not with the Service Facilitator.

13.12 The Practice and the Service Facilitator shall keep all information comprising Personal Information relating to the Locum confidential and undertake not to use such information for any purpose other than to arrange for the Locum to supply his/her services through the Service Facilitator Platform.

13.13 The Practice warrants and undertakes to the Service Facilitator that in respect of the Personal Information:

13.13.1 it will act only on the instructions of the Service Facilitator in relation to the processing of any Personal Information in connection with the Terms;

13.13.2 it has appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to Personal Information held or processed by it and that it has taken reasonable steps to ensure the reliability of any of its staff who have access to Personal Information processed in connection with the Terms;

13.13.3 it will co-operate with and assist the Service Facilitator at no charge in allowing data subjects to exercise their rights under POPI; and/or

13.13.4 it will co-operate with the Service Facilitator to enable the Service Facilitator to take reasonable steps to monitor compliance by the Practice with its obligations under the Terms and under POPI.

13.14 The Practice will notify the Service Facilitator immediately of any correspondence it may receive from any local data protection regulator and any successor or replacement body relating to Personal Information or any complaint from an individual about the processing of Personal Information in connection with the Terms.

13.15 The Practice will not transfer any Personal Information to any country outside of the Republic of South Africa without the Service Facilitator’s prior written consent.

13.16 If the Practice becomes aware of the loss or compromise of, or any damage to, any Personal Information which it is processing in connection with the Terms it will:

13.16.1 immediately notify the Service Facilitator of the details of the incident;

13.16.2 promptly initiate a full investigation into the circumstances surrounding the incident and make any reports or notes of the investigation available to the Service Facilitator; and

13.16.3 fully co-operate, at its own cost, with the Service Facilitator’s investigation and provide any assistance requested by the Service Facilitator in order for the Service Facilitator to investigate the incident.

14. **BREACH OR CANCELLATION BY SERVICE FACILITATOR**

14.1 The Service Facilitator is entitled, without notice, in addition to any other remedy available to it at law or under the Terms, including obtaining an interdict, to cancel the Terms, limit or deny such user use of the Website and the Service Facilitator services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the Service Facilitator's right to claim damages, should any user:

14.1.1 breach any of the Terms;

14.1.2 in the sole discretion of the Service Facilitator, use the Website in an unauthorised manner; or

14.1.3 infringes any statute, regulation, ordinance or law.

14.2 Breach of the Terms entitles the Service Facilitator to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to the Service Facilitator on the attorney-and-own-client scale.

15. USER TERMINATION OF THIS AGREEMENT AND/OR WEBSITE SERVICES

15.1 If you wish to terminate your agreement with the Service Facilitator, you may do so by deactivating your Account with the Website by contacting us at hello@findr.doctor and discontinuing the use of the Website services.

15.2 The obligations and liabilities of the terminating party incurred prior to the termination date of the agreement shall survive the termination of this agreement for all purposes, including the payment of any Fees due and payable by you to the Service Facilitator for the Website services.

15.3 In the event of cancellation of your agreement with the Terms and with the Service Facilitator, the Service Facilitator will deactivate your Account, it will not be visible and you may request to activate it again at a later stage.

16. COMPLIANCE WITH LAWS

16.1 You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to the Website and/or Service Facilitator services.

17. DISPUTE RESOLUTION

17.1 Should any dispute, disagreement or claim arise between any Locum or Practice regarding any Services and/or Booking Period arranged between them or any feature related thereto, they must do so privately amongst themselves, where the Service Facilitator is under no obligation to become involved in this private dispute in any way. The Service Facilitator does however reserve the right to become involved in a dispute should it wish to, but is under no obligation to do so, nor does it take on any obligations or duties should it indeed do so.

17.2 Should any dispute, disagreement or claim arise between any party and the Service Facilitator concerning use of the Website or the Website services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

17.2.1 Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion on their behalf.

17.2.2 Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

17.2.3 The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

18. **NOTICES**

18.1 Except as explicitly stated otherwise, any notices shall be given by electronic mail to hello@findr.doctor (in the case of the Service Facilitator) or to the electronic mail address you have provided to the Service Facilitator (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty eight) hours after an electronic mail is sent, unless the sending party is notified that the electronic mail address is invalid. Alternatively, the Service Facilitator may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to the Service Facilitator. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.

18.2 You acknowledge that all agreements, notices or other communication required to be given in terms of the law or the Terms may be given by means of electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

19. **GENERAL CLAUSES AND SERVICE FACILITATOR INFORMATION**

19.1 For the purposes of Section 43 of the ECTA:

19.1.1 URL of www.findr.doctor owner: Profmed

19.1.1 Website Build owner: FlexBase (Pty) Ltd

19.1.2 Legal Status: Private Company

19.1.3 Registration Number: 2016/353610/07

19.1.5 Description of main business: Online software as a service

19.1.6 Telephone number: +27 79 013 3962

19.1.7 E-mail address: hello@locumbase.com

19.1.8 Website address: www.locumbase.com

19.1.9 Company Physical address: 8 Grove Ave, Claremont, Cape Town, South Africa

19.1.10 Company Postal address: 8 Grove Ave, Claremont, Cape Town, South Africa

19.1.11 Company Registered address: As above

19.2 The Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.

19.3 This Website is controlled, operated and administered by the Service Facilitator/s within the Republic of South Africa. The Service Facilitator makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with applicable foreign laws.

19.4 The Service Facilitator does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.

19.5 If any provision of the Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from the Terms and the remaining provisions shall be enforced to the full extent of the law.

19.6 The Service Facilitator's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

19.7 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of the Terms to any third party without the prior written consent of the Service Facilitator.

19.8 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

19.9 The head notes to the paragraphs to the Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

19.10 The Terms set forth the entire understanding and agreement between the Service Facilitator and you with respect to the subject matter hereof.

19.11 No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto.

END

SPECIFIC Ts & Cs

SPECIFIC SERVICE TERMS AND CONDITIONS APPLICABLE UPON REGISTRATION ON AND USE OF THE WEBSITE AS A LOCUM/PERSONNEL USER OR COMPANY/PRACTICE USER

1. RECITALS

1.1 This document sets out the Specific Terms and Conditions of the finDR platform in partnership with FlexBase (Pty) Ltd pertaining to the access and use of the information, products, services and functions provided on www.findr.doctor and any related website/s it redirects to, which websites it owns and manages, by the Locum/Personnel user and/or the Company/Practice User.

1.2 By using and/or accessing the Website, you are deemed to have also read, understood and agreed to be bound by the **General Terms and Conditions**, which are incorporated into these terms by reference.

1.3 The Service Facilitator may immediately terminate these Terms or any of its services with respect to you, or generally cease offering or deny access to its services or any portion thereof, at any time, for any reason. You will be notified in writing should the changes affect your registered profile.

1.4 If there is anything in the Terms that you do not understand please contact us as soon as possible for clarification at hello@findr.doctor.

2. RELATIONSHIP BETWEEN THE PARTIES

2.1 **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE FACILITATOR PROVIDES ONLINE COMPUTER SOFTWARE AS A SERVICE AND DOES NOT PROVIDE LOCUM POSITIONS NOR OPERATE AS A LABOUR BROKER, RECRUITMENT AGENT OR PRACTICE IN ANY WAY, AND THAT ALL SUCH LOCUM OR PRACTICE ENGAGEMENTS MANAGED BY YOU AND/OR FACILITATED VIA THE WEBSITE ARE PROVIDED BY INDEPENDENT THIRD-PARTY MEDICAL LOCUMS OR PRACTICES – AS THE CASE MAY BE - WHO ARE NOT EMPLOYED BY THE SERVICE FACILITATOR OR ANY OF ITS AFFILIATES.**

2.2 If you make use of the Website and/or the Service Facilitator services, you do so entirely at your own risk and via private transaction with the relevant Locum or Practice, where the Service Facilitator is in no way involved other than as provided for in these Terms. Please take care in understanding all applicable Locum and/or Practice policies and terms when using their services. **Although the Service Facilitator verifies each Locum's and Practice's legal standards and services prior to being placed on the Website, the Service Facilitator is not responsible for the quality of any service advertised or provided by a Locum or Practice.**

3. EXPLANATION OF THE INTERACTION BETWEEN SERVICE FACILITATOR, LOCUM AND PRACTICE

3.1 The **Practice** registers on the Service Facilitator's Website with the minimum required information in order to create a profile account that has access to the Locum Directory and the full suite of organisational services that the Website Platform offers.

3.2 Once logged-in, the Practice is able to edit the limited Practice profile. The Service Facilitator reserves the right to confirm, correct or change any information submitted at any time to reflect the true nature of the Practice with regards to location, profile image, contact details, and contact person.

3.2.1 The Practice profile will be approved once all necessary information is submitted and the submitted information has been verified to be true and correct.

3.3 The **Locum** registers on the Service Facilitator's Website with all required information, in order to create a profile account that is visible, in a limited capacity, to Practices and that has access to the full suite of organisational services the Website offers.

3.4 The Service Facilitator reserves the right to confirm, correct or change any information submitted at any time to reflect the true nature of the Locum with regards to qualification, registration, experience, location, profile image, contact details and reasonable payment rate.

3.4.1 The Locum profile will be approved once all necessary information has been submitted and the submitted information has been verified to be true and correct.

4. OBLIGATIONS OF THE SERVICE FACILITATOR

4.1 The Service Facilitator shall use its reasonable endeavours to ensure that the Website functions error-free.

4.2 The Service Facilitator shall verify sensitive information supplied by any user through reasonable means to ensure the qualification, registration and legitimacy of a user.

4.3 The Service Facilitator shall facilitate the showcase of Locums and Practices on the Website Platform by means of the approved Registration, providing an active search function for Locums by Practices and posting of Locum offers by Practices that Locums can search for.

4.4 Where applicable, and in accordance with the chosen Payment Method, the Service Facilitator may render the Invoice on behalf of the Locum to the Practice. One Invoice may consist of 2 (two) parts – Locum's hourly Fee Item and the Service Facilitator's Facilitation Fee Item OR Two separate invoice, one representing the Locum's fee and another reflecting the Service Facilitator's Facilitation fee, payable in total to the Service Facilitator in a single payment by the due date stated on the invoice.

4.5 The Service Facilitator shall notify the Practice of any change to the banking details of the Service Facilitator by means of electronic mail.

4.6 The Service Facilitator shall not facilitate or allow a booking should the Locum or the Practice not be registered with the HPCSA, SAPC, SANC or such other professional body as may be applicable to the Locum to legally practice or the Practice to legally trade.

4.7 The Service Facilitator shall upon the request of a user, make the details of any previous transactions with that user available to such user.

5. OBLIGATIONS OF THE PRACTICE: PAYMENTS, CANCELLATIONS AND SERVICES

5.1 The **Practice** registers on the Service Facilitator's Website with the minimum required information and has access to the Locum Directory and the full suite of organisational services that the Website offers.

5.2 The Practice shall ensure that the Information entered on the Website during the Registration process by the Practice, or on its behalf, is true and correct.

5.3 The Practice shall supply any further information required and requested by the Service Facilitator after registration, should it be necessary.

5.4 In the event of any subsequent change to the Information of the Practice entered on the Website after Registration, the Practice shall immediately update such Information on the Website and, should this not be possible for whatever reason, the Practice shall immediately notify the Service Facilitator in the event of any unexpired Booking Periods.

5.5 The Practice shall affect payment of the facilitation fee to the Service Facilitator on confirmation of the locum booking. The Practice shall affect payment of the locum's independently issued invoice for services rendered during Locum hours requested and booked (including allocated time taken for lunch on the premises and available to treat walk-in patients) for Locum Services, on or before the agreed upon date as indicated on the invoice sent. The payment shall affect payment of the Invoice for Facilitation to the Service Facilitator on or before the date indicated on the invoice.

5.6 Should a **Practice cancel a confirmed Booking**, it remains the Practice's responsibility to communicate this to the locum, and keep to any agreements made directly with the locum regarding relief payment, as the practice acknowledges that a locum may have declined other opportunities due to already being conformed with you. The Facilitation Fee charged at confirmation of the locum booking is non-refundable.

5.7 **The Practice shall ensure that it has adequate valid professional indemnity insurance that includes professional indemnity cover for any locum that may practice as an independent contractor of the practice.**

5.8 The Practice must settle all invoices, including Facilitation invoices due, by the due date indicated on the invoice. Ultimately it is always the relevant Practice's/Locum's sole responsibility to ensure that they are compliant with all tax, levy or duties laws applicable to them and their service-provision.

5.9 The Practice shall be available for a post-booking debrief and performance review after Locum Services have been completed.

5.10 The Practice and owners/employees of the Practice shall conduct itself and themselves according to the finDR Code of Conduct as is available on the website and forms part of the terms and conditions.

5.11 **In the event that the Practice elects to extend a regular Locum position to an individual who was initially introduced to them by the Service Facilitator, the Practice is obligated to pay a facilitation fee to the Service Facilitator for each session completed. This fee shall be equivalent to one week (comprising minimum 40 hours) of the Locum's minimum hourly rate, as established by the most recent confirmed booking.**

5.12. **In the event that the Practice elects to extend a permanent position to an individual who was initially introduced to them by the Service Facilitator, the Practice is obligated to pay a finder's fee to the Service Facilitator. This fee shall be equivalent to 12.5% of the appointed individual's cost to company per annum.**

6. **OBLIGATIONS OF THE LOCUM: PAYMENTS, CANCELLATIONS AND SERVICES**

6.1 The **Locum** registers on the Service Facilitator's Website with all required information, in order to create a profile account that is visible, in a limited capacity, to Practices and that has access to the full suite of organisational services the Website offers.

6.2 The Locum shall ensure that the Information entered on the Website during Registration is true and correct.

6.3 The Locum shall supply any further information required and requested by the Service Facilitator after registration, should it be necessary.

6.4 In the event of any subsequent change to the Information of the Locum entered on the Website after Registration, the Locum shall immediately update such Information on the Website and

should this not be possible for whatever reason, the Locum shall immediately notify the Service Facilitator in the event of any unexpired Booking Periods.

6.5 The Locum shall encourage Practices that get into contact with the Locum by means other than the Service Facilitator, to reach the Locum via the Service Facilitator's website in all future dealings.

6.6 On confirmation of a booking date with a practice the locum shall ensure that all terms of their direct agreement and applicable invoice with the practice is in writing and understood by both parties. Basic template of which can be downloaded <https://profmed.co.za/findr/>

6.7 The Locum shall diligently perform the agreed-on Services for the duration of the Booking Period, including serving patients during allocated lunch times taken on the premises, unless otherwise agreed in writing between the Locum and the practice.

6.8 The locum shall furnish an invoice in the locum's name as independent contractor to the practice for direct payment to the locum's bank account. A basic template invoice along with a template agreement can be <https://profmed.co.za/findr/#downloads>

6.9 Should a Booking be cancelled by the Locum, the Locum acknowledges that such cancellation will be recorded against his/her profile on the Website and such cancellation may reflect negatively on the Locum.

6.10 The Locum shall be available for a post-booking debrief and performance review after Locum Services have been completed and before payment for Locum Services is transferred.

6.11 **The Locum shall ensure that he/she has adequate valid professional indemnity insurance during any Booking Period and for a period not less than 12 (twelve) months following the Booking Period and which is considered reasonable and necessary.**

6.12 The Locum shall conduct herself/himself according to the fiinDR Code of Conduct as is available on the website and forms part of the terms and conditions

7. PAYMENTS BETWEEN LOCUM AND PRACTICE FOR LOCUM SERVICES BOOKED AND COMPLETED

7.1 The Practice and Locum shall confirm and agree booking dates, and hourly fee via the website.

7.2 The Locum shall furnish the Practice with an invoice in the name of the Locum in the capacity of independent contractor.

7.3 It remains the responsibility of the locum to ensure correct banking information and fee calculations are received by the practice.

7.4 Under no circumstances does the Service Facilitator, website owners or any partner of the Service Facilitator take any responsibility or accountability to effect payment between practices and locums that render their services as independent contractors.

8. PERMANENT PLACEMENTS

The Practice accepts these terms and conditions by interviewing a candidate introduced to the Practice by the Service Facilitator.

8.1 Should a practice commission the Service Facilitator to support in sourcing a practitioner to fill a permanent position, the practice shall make a pre-payment of R 2 500.00, that will be deducted from

the final facilitation fee on successful placement. Sourcing actions will take place only after this pre-payment has been received.

8.2 The facilitation fee is calculated as 12.5% of the total salary during contract period or 12.5% of the annual salary cost to company for permanent employment, unless otherwise agreed in writing. Invoice is generated once the candidate is chosen and the contract/offer of employment is signed and received by the Service Facilitator. Payment is due upon receipt of invoice and/or within 7 days of employment commencement date.

8.3 The Service Facilitator agrees to make every reasonable effort to ensure the suitability of candidates to match and satisfy the Practice's staffing needs. The final decision to select and employ candidates remains the Practice's responsibility. The Service Facilitator will not accept liability for the accuracy of any information supplied in relation to or by its candidates, whether such information concerns employment history, skills or qualifications, references, personal circumstances or any other matter relative to their employment.

8.5.1 Should either the Practice or the candidate lawfully terminate the engagement within 2 weeks of its commencement, provided the Service Facilitator has been informed by the Client in writing within 7 working days, then the Practice is entitled to a replacement candidate or a 75% credit of the facilitation fee.

8.5.2 If employment is terminated after 2 weeks and a suitable replacement is not found, the following credit terms will apply:

2-4 weeks: 50% credit of facilitation fee

4-6 weeks: 25% credit of facilitation fee

8.6 Any introduction by the Service Facilitator is confidential. The Practice agrees not to, directly or indirectly, introduce a candidate or his/her information to any third party where they are engaged in employment as a result. Should this occur, the Practice will be liable for the full introduction fee of the engagement.

8.7 The Practice is responsible to set up the permanent employment contract with the Candidate. The Practice is responsible for all tax and other deductions required by law.

END

PRIVACY AND DATA PROTECTION

PRIVACY AND DATA PROTECTION

1.1 Should you decide to register with or function as a user on the Website, the Service Facilitator may collect, collate, process, and use the following types of Information about you when you use the Website:

1.1.1 Information provided by the user. The Service Facilitator collects personal information (that is information about the user that is personally identifiable like the user's name, address, age, geo-location, gender, e-mail address, phone number(s) and other unique information such as user IDs and passwords, banking/accounting information, product, national identification or passport number and service preferences and contact preferences that are not otherwise publicly available); and

1.1.2 Information that is collected automatically. The Service Facilitator receives and stores information which is transmitted automatically from the user's device when the user browses the internet or uses the Website. This information includes information from cookies (which are described in clause 13.10 below), the user's Internet Protocol ("IP") address, browser type, web beacons, geo-locationary information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Website such as your browser type and language, access times, and the address from which you arrived at the Website.

1.2 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it. The Service Facilitator is however under no obligation to ensure that your personal information or other information supplied by you is correct.

1.3 You warrant that the personal information disclosed to the Service Facilitator, Practice or Locum or the Website is directly from you as the user of the Website or in connection to the Website services;

1.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

1.5 Any processing of your personal information will be reservedly for our legitimate business purposes and as a necessary function of your engagement with the Website and/or the Facilitation Services, and you have consented to this, but we will not, without your express consent:

1.5.1 use your personal information for any purpose other than as set out below:

1.5.1.1 We may contact you regarding current or new information, products or services or any other service offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same contact);

1.5.1.2 We may contact you to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through same correspondence); and

1.5.1.3 We may contact you to improve our services selection and your experience on the Website by, for example, monitoring your browsing habits, or tracking your applications on the Website; or

1.5.1.4 We may disclose your personal information to a third-party that the service Facilitator has a written agreement with, other than as set out below:

1.5.1.5 to our employees and/or third-party providers who assist us to interact with you via the Website, email or any other method, for the ordering of their services, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

1.5.1.6 May contact you via our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new product or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us, possible through same correspondence with us);

1.5.1.7 to We may contact you should law enforcement, government officials, fraud detection agencies or other third parties request when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms; and

1.5.1.8 to We may contact you via our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us, not for their own benefit and under the same standards as how we operate.

1.6 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, the Service Facilitator is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

1.7 We will ensure that all our employees, Locum, Practice, third party providers, divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than the Service Facilitator's in relation to your personal information.

1.8 We will:

1.8.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

1.8.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

1.8.3 provide you with reasonable access to your personal information to view and/or update personal details;

1.8.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

1.8.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

1.8.6 upon your request, promptly correct, return or deactivate any and all of your personal information in our possession or control, save for that which we are legally obliged or entitled to retain

(acknowledging that some Website functionality might be lost if certain personal information is amended or deactivated).

1.8.7 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

1.8.8 The Service Facilitator undertakes never to make your personal information available to any third-party other than as provided for in these Terms.

1.8.9 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

1.9 If you disclose your personal information to a third party provider, such as an entity which operates a website linked to the Website or anyone other than the Service Facilitator, the Service Facilitator shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to any third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

1.10 The Website may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on the Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to the Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of these Terms.

1.11 You are entitled to request access to any of your relevant personal data held by the Service Facilitator and where such access is necessary for you to exercise and/or protect any of your rights. For any personal data held by any third party, Locum or Practice, the user must approach that party for the realisation of the user’s personal data rights with them, and not with the Service Facilitator.

1.11.1 If a booking request for a permanent placement and/or Locum is received via telephone, WhatsApp and email: finDR and FlexBase Pty Ltd, reserves the right to request consent from the practice profile owner to access the profile, if there is no response regarding consent FlexBase Pty Ltd, reserves the right to access the profile from our secure back-end in order to create the online request to optimise access to our database.

1.12 The Practice and the Service Facilitator shall keep all information comprising Personal Information relating to the Locum confidential and undertake not to use such information for any purpose other than to arrange for the Locum to supply his/her services through the Service Facilitator Platform.

1.13 The Practice warrants and undertakes to the Service Facilitator that in respect of the Personal Information:

- 1.13.1 it will act only on the instructions of the Service Facilitator in relation to the processing of any Personal Information in connection with the Terms;
- 1.13.2 it has appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to Personal Information held or processed by it and that it has taken reasonable steps to ensure the reliability of any of its staff who have access to Personal Information processed in connection with the Terms;
- 1.13.3 it will co-operate with and assist the Service Facilitator at no charge in allowing data subjects to exercise their rights under POPI; and/or
- 1.13.4 It will co-operate with the Service Facilitator to enable the Service Facilitator to take reasonable steps to monitor compliance by the Practice with its obligations under the Terms and under POPI.
- 1.14 The Practice will notify the Service Facilitator immediately of any correspondence it may receive from any local data protection regulator and any successor or replacement body relating to Personal Information or any complaint from an individual about the processing of Personal Information in connection with the Terms.
- 1.15 The Practice will not transfer any Personal Information to any country outside of the Republic of South Africa without the Service Facilitator's prior written consent.
- 1.16 If the Practice becomes aware of the loss or compromise of, or any damage to, any Personal Information that it is processing in connection with the Terms it will:
- 1.16.1 immediately notify the Service Facilitator of the details of the incident;
- 1.16.2 promptly initiate a full investigation into the circumstances surrounding the incident and make any reports of notes of the investigation available to the Service Facilitator; and
- 1.16.3 fully co-operate, at its own cost, with the Service Facilitator's investigation and provide any assistance requested by the Service Facilitator in order for the Service Facilitator to investigate the incident.
- 1.17 In-platform chat:
- 1.17.1 What do we collect?
- There are three basic categories of information we collect:
- The information you choose to give us.
- Information we get when you use our services.
- Information we get from third parties.

More detail on each of these categories:

The in-platform chat feature collects personal information when you register with finDR and FlexBase Pty Ltd, when you use the Service Facilitator and when you visit our pages. Information which you submit to the Service Facilitator during registration or performance of other actions at the Service Facilitator, or when you use the Service may be recorded in the Service Facilitator designated database (the "Database").

When you use our Services we collect personal data about you, as described below. The term "Personal Data" means any data that enables a person to be identified. We collect Personal Data that you provide to us when you purchase our Service and register for a profile, such as your family name, first name,

profile photo, postal address, email address, telephone numbers, date of birth, data relating to your chat transactions in the platform, detail of your requests and subscriptions, payment information, such as payment card details (collected by our payment service provider), and any other information about you that you choose to provide us with.

When you visit our Website, our servers record information, including information that your browser automatically sends whenever you visit the Website. This log data includes your Internet Protocol address (from which we understand the country you are connecting from at the time you visit the Site), browser type and settings, and the date and time of your request.

In order to provide you with the platform functionality, the Service Facilitator may securely access or store your email address and password, your emails and other conversations and your contact list (including any public images attached to contacts in the list). Data may be deleted from our servers after a period of time, and the Service Facilitator will not be liable for any data deleted due to the passage of time. In addition, when you visit the platform, we may periodically collect your device number or IP address (the location of your device on the Internet), track your geographic location, monitor installation and online behavioral information recorded during user sessions and technical data and related information (including but not limited to technical information about your device, applications installed on it, its operating system and your operator).

We store only the minimum data needed to provide you with the fastest experience possible.

We may use cookies to collect information from our Site's visitors and/or Service users. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use persistent cookies to save your username and login password for future logins to the platform or usage of our Service. We use session ID cookies to enable certain features of the Service Facilitator's platform, to better understand how you interact with the platform and/or Service and to monitor the usage of the platform. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the website you visit.

When you communicate with us actively and make use of the in-platform chat feature, for example include; contacting us with questions, comments or for purposes of feedback, information or customer/technical support and direct in-platform chat, we may collect the information you share. This may include your contact information and any other personal information you choose to provide through such communication. We may also collect such information when you ask to be included in our mailing lists as they may be available from time to time, or express an interest in hearing more about our offerings, in order to send you information in the future regarding us, our partners, related services, promotions or events.

Another way we may actively collect your contact information is through surveys we may conduct from time to time in respect of our products. Participation and providing information in surveys is optional. All such communications may be publicly available and should reflect how much you want other users to know about you. We recommend that you guard your anonymity and sensitive information and we encourage you to think carefully about what information about yourself you disclose in your comments or submissions.

The Service Facilitator uses our own API that we've developed in-house using JavaScript and TypeScript. It runs on AWS Lambda. The messages are stored in our own database on AWS Dynamo DB.

END

LOCUM & PRACTICE CODE OF CONDUCT

As medical practitioners and medical service providers the responsibility is great to always provide the very best care to each patient in every way. Those who trust in the ability and care of a medical professional place their health, quality of life, livelihood and lives in the hands of a stranger. Their care is in your hands.

By being part of the Healthcare Community it is understood that you are familiar with and shall at all times during professional practice abide by the ethical code of conduct that applies to your profession as set out in the HEALTH PROFESSIONS ACT 56 OF 1974, THE GUIDELINES FOR GOOD PRACTICE IN THE HEALTH CARE PROFESSIONS as set by The HPCSA, The South African Pharmacy Council's RULES RELATING TO CODE OF CONDUCT and the CODE OF ETHICS FOR NURSING PRACTITIONERS IN SOUTH AFRICA as set by The SANC.

A **locum** will -

- arrive timeously and always present themselves in business casual attire appropriate to the community
- work as a member of the health care team at each location and undertake the same responsibilities that an incumbent practitioner would - maintaining a continuity of care
- seek advice and direction from practice staff regarding culturally appropriate treatment
- abide by current procedures and protocols as followed by each Health Service Practice
- use practice computers, phones and own cell phone in accordance with practice guidelines and the relevant legislation regarding appropriate internet use
- utilise the medical record program in use at the practice, and maintain the confidentiality of the practice, staff and patients at all times
- respect the directions and wishes of the incumbent practitioner and practice staff in regard to health service systems and the use of equipment
- take responsibility for any damage that may occur to the incumbent practitioner's personal items, ensuring that they are either replaced, or arrangements made to reimburse the owner
- never consume or be intoxicated in any way, whether under the influence of legal or illegal substances, when arriving or while practicing
- treat all patients, guests and members of the healthcare team with respect, honesty and consideration

Practice owners, managers and staff will -

- ensure that an appointed member of staff/contact person in practice is present to open the practice and/or welcome each locum upon arrival
- treat each locum as a member of the health care team for the time that service is provided
- orientate each locum with regards to the practice protocols and administrative systems and procedures in use
- provide the necessary support and advice to each locum to enable thorough treatment and care of patients

- ensure all equipment is in working order, or in the case of faulty equipment, make each locum aware of these faults, and provide a procedure to mitigate the difficulties that may arise
- will notify the locum of any special instructions to be followed
- settle any invoice regarding the locum's fee by the due date stated on the invoice

These guidelines are in place in order to protect locum, practice, practice staff and patients. Should the above not be adhered to it may result in removal of your profile and/or official action being taken.

By accepting the finDR terms and conditions you acknowledge acceptance of the above code of conduct.

END

Updated 1 August 2025