

Terms of Use

Medprax (Proprietary) Limited

Version 1.01 | Last Updated: 09 June 2026

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE

1. TERMS OF WEBSITE USE

PLEASE READ THESE TERMS BEFORE MAKING USE OF OUR WEBSITE

These terms ("Terms of Use"), together with the documents referred to herein, govern the use of our website www.medprax.co.za or such website that directs/redirects you to our website, and any platforms or social media sites we make available (collectively, "our Sites").

By using our Sites, you agree to these Terms and our Privacy Policy, which governs the processing of your Personal Information.

You warrant that all information provided by you is accurate and complete.

If you do not agree to these Terms of Use, you must refrain from using our Sites.

PLEASE NOTE: Clauses displayed in bold limit our liability, impose obligations on you, or require you to indemnify us

2. INFORMATION ABOUT US

Website:	Our website is owned and operated by Medprax (Proprietary) Limited ("Medprax", "we", "us", "our").
Registration Number:	1999/011293/07
Registered Address:	666 Kingsway, Athlone Park, Kwa-Zulu Natal, 4126 ("Premises").
Physical Address:	As above
Telephone Number:	+27 31 904 9200
Email Address:	info@medprax.co.za
Postal Address:	As above

For more information about us, [click here](#).

3. CHANGES TO THESE TERMS

- 3.1. We may amend these Terms at any time. Amendments take effect once published on our Sites.
- 3.2. Your continued use of our Sites constitutes acceptance of the amended Terms.

4. CHANGES TO OUR SITES

- 4.1. We may update, modify, suspend or discontinue any part of our Sites or Content at any time without notice.
- 4.2. **Please note:** Content is provided for general information only and may be inaccurate, incomplete or out of date. **We give no warranties regarding accuracy, completeness or availability.**

5. ACCESSING OUR SITES

- 5.1. **Access to our website and social media sites:** is made available free of charge.
- 5.2. **We do not guarantee** that our Sites, or any Content on it, will always be available or be uninterrupted. Access to our Sites is permitted on a temporary basis.
- 5.3. **We may suspend, terminate, withdraw, discontinue or change all or any part of our Sites (including, but not limited to the services/ products/ materials available) without notice to you. We will not be liable to you if, for any reason, our Sites are unavailable at any time or for any period.**
- 5.4. **You are responsible for all arrangements and costs necessary to access our Sites. We do not warrant uninterrupted availability, performance, or compatibility with any device or system.**

6. YOUR ACCOUNT AND PASSWORD

- 6.1. Users can freely access the content on our website and place orders/request Services without having to register as a User and to Create a Service Account..

7. RIGHTS GRANTED TO YOU

- 7.1. Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our Sites and Content at any time, solely for your personal, non-commercial use, on any device of which you are the primary user.
- 7.2. We may terminate this licence at any time for any reason.
- 7.3. Any rights not expressly granted herein are reserved by us.

8. PROHIBITED USES

- 8.1. You may not use our Sites or Content:
 - 8.1.1. in any way that breaches any applicable local, national or international law or regulation (including intellectual property laws);

- 8.1.2. for any unlawful or fraudulent purpose or effect;
- 8.1.3. in any way that promotes or facilitates any illegal activity;
- 8.1.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising (spam) or promotional material;
- 8.1.5. to knowingly transmit or introduce any harmful code (including viruses, malware or similar);
- 8.1.6. to access, attempt to access, interfere with, damage or disrupt any part of our Sites, systems or networks without authority; and/ or
- 8.1.7. in any way to facilitate or assist any third party to do any of the above.

8.2. You may further not:

- 8.2.1. remove any copyright, trademark or other proprietary notices;
- 8.2.2. reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any part of our Site or Services;
- 8.2.3. decompile, reverse engineer or disassemble our website or the Services except as may be permitted by applicable law;
- 8.2.4. scrape, mirror, index or data mine any part of the Sites or interfere with its functionality;
- 8.2.5. use automated tools, including artificial intelligence (AI), or similar technologies, to access, interact with or disrupt the Sites or Services;
- 8.2.6. frame or embed our website or any part thereof;
- 8.2.7. access or use the Sites through automated means (including but not limited to, bots, spiders or offline readers), except lawful search engine indexing;
- 8.2.8. transmit content that the user does not own or does not have the right to publish or distribute; or
- 8.2.9. attempt to gain unauthorised access to or impair any aspect of our website or its related systems or networks.

E-mail addresses, names, telephone numbers, physical addresses published on our website may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no “opt-in” / permission from us to utilise same.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. We are the owner and/or lawful licensee of all intellectual property rights in the Website and its content, whether registered or unregistered, including copyrights, trademarks, designs, and the website’s look and feel.
- 9.2. No rights in our (or third-party) intellectual property are granted to you unless expressly stated.
- 9.3. You may view, download or print content for personal, non-commercial use only. Any other use, reproduction or distribution is prohibited unless permitted by law or authorised by us.
- 9.4. You may not modify website materials, use content separately from accompanying text, or claim ownership thereof. Our authorship must always be acknowledged.
- 9.5. **Third Party Content:** The Website may include third-party content, which remains the intellectual property of its respective owners and may be subject to additional terms.
- 9.6. **Limited Site Content License:** Except as provided in par 7 above, we grant you a limited, revocable, non-transferable, non-exclusive licence to access and use the Website for personal, non-commercial purposes only, provided you do not alter content, remove notices, create derivative works, or reproduce or distribute it elsewhere.
- 9.7. We reserve the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on our website.

Neither these Terms of Use nor your use of our Site(s) or Information convey or grant to you any rights:

- 9.8. in or related to our Sites except for the limited license granted under paragraph 7 above; or
- 9.9. to use or reference our or our licensors’ names, logos, trademarks or designs without prior written consent (registered or un-registered).

Any enquiries regarding any of the above relating to intellectual property must be directed to Medprax via our [Contact Us](#)-page.

10. LIMITATION OF OUR LIABILITY

- 10.1. OUR WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTIES REGARDING ITS AVAILABILITY, ACCURACY OR FUNCTIONALITY, AND YOUR USE IS AT YOUR OWN RISK.
- 10.2. WE AND OUR OWNERS, AFFILIATES, DIRECTORS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE ARISING FROM YOUR USE OF THE WEBSITE, RELIANCE ON ITS CONTENT, OR PRODUCTS PURCHASED THROUGH IT.
- 10.3. YOU AGREE TO FULLY INDEMNIFY AND HOLD US HARMLESS FROM ANY CLAIMS, LOSSES OR EXPENSES ARISING FROM YOUR USE OF THE WEBSITE OR BREACH OF THESE TERMS.
- 10.4. FOREIGN LAW MAY BE APPLICABLE TO YOUR USE OF THE SERVICES AND/OR OUR SITES AND AS SUCH, YOU WARRANT THAT THAT YOU ARE AT ALL TIMES ACTING IN ACCORDANCE WITH THE SAME FOREIGN LAW, AND INDEMNIFY US FROM ANY LIABILITY WE MAY ACQUIRE BY VIRTUE OF OUR SUPPLY OF THE SITES AND/OR SERVICES.
- 10.5. WE SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING FORCE MAJEURE EVENTS.
- 10.6. DIFFERENT LIMITATIONS AND EXCLUSIONS OF LIABILITY MAY APPLY TO LIABILITY ARISING AS A RESULT OF THE SUPPLY OF PRODUCTS BY US TO YOU, WHICH WILL BE SET OUT IN OUR SERVICE SPECIFIC TERMS AND CONDITIONS.
- 10.7. FURTHERMORE, THE IMAGES AND PHOTOGRAPHS USED ON OUR WEBSITE(S) AND IN OUR MARKETING MATERIALS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REPRESENT THE EXACT APPEARANCE, PACKAGING OR

SPECIFICATIONS OF THE PRODUCTS OFFERED. ACTUAL PRODUCTS MAY VARY SLIGHTLY DUE TO AVAILABILITY, PRODUCTION PROCESSES OR UPDATES.

10.8. THIS CLAUSE WILL SURVIVE TERMINATION.

11. SECURITY

- 11.1. While we take reasonable steps to secure our website and communications, including protecting against unauthorised access and harmful activity, we cannot guarantee complete security due to the nature of the Internet.
- 11.2. You consent to our right to monitor, intercept, block, read, delete or access any data sent to or from our website or communication systems to ensure compliance with applicable laws, including the Cybercrimes Act.
- 11.3. Although we take steps to virus-check content, we do not guarantee that files downloaded from our website are free from viruses and accept no liability for any resulting loss or damage. You must use appropriate virus protection.
- 11.4. Further, you agree not to upload or provide, via our Site(s), any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our Site(s).

12. LINKING TO OUR SITES

- 12.1. You may link to our Sites from your website or other social media page, but only to the [Homepage](#) or page of your service provider, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- 12.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our website in any website that is not owned by you.
- 12.3. We reserve the right to withdraw linking permission without notice to you.
- 12.4. The website in which you are linking must comply in all respects with our Terms of Use.

13. CONTENT AND LINKS IN OUR SITES

- 13.1. Where our website contains links to third-party websites or resources, these are provided for convenience only. We do not endorse and accept no responsibility for the content, products or services of such third parties. Your use of third-party websites is at your own risk and subject to their applicable terms and policies.
- 13.2. We do not claim ownership of third-party content displayed on our website. If you are the owner of such content and wish it to be removed, please contact us via our [Contact Us](#)-page.
- 13.3. If you access or interact with our social media pages, you agree to use them lawfully and responsibly, and not to post any content that is unlawful, offensive, infringing, defamatory, harmful or in breach of any applicable legislation or the relevant social media platform's rules.
- 13.4. You warrant that you own, or have permission to use, any content you post on our social media pages, and you acknowledge that we may remove any content at our discretion and without notice.

Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent by using our [Contact Us](#)--page.

14. ADVERTISING AND SPONSERSHIP

- 14.1. Our Services may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in our website complies with all applicable laws and regulations.
- 14.2. We, our member, employees, suppliers, partners and affiliates (as the case may be) accordingly excludes, to the maximum extent permitted by law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

15. BREACH, SUSPENSION AND TERMINATION

- 15.1. **Take note:** it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our Sites. When a breach occurs, we may take such action as we deem appropriate, provided that we give reasonable notice to you.
- 15.2. We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- 15.3. **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**
- 15.4. The obligations and liabilities of users incurred prior to the termination date of the Terms and/ or use of the Services shall survive the termination of these Terms for all purposes.
- 15.5. No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- 15.6. Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

16. APPLICABLE LAW AND JURISDICTION

Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the Western Cape High Court of South Africa (Cape Town), which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

17. CHANGE OF OWNERSHIP

If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights and obligations under these Terms of Use (including those as per our Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on our Sites.

18. ELECTRONIC COMMUNICATION AND CONTACT

18.1. Any Data Messages sent by us to you shall be deemed to have been sent from the Premises (see clause 2 above).

18.2. A Data Message is deemed to be sent:

18.2.1. **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and

18.2.2. **By you**, at the time when we confirm receipt thereof.

18.3. A Data Message is deemed to be received:

18.2.3. **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and

18.2.4. **By you**, once it enters your information system.

18.4. As provided for in terms of section 11(3) of the [ECT Act](#), all information incorporated by the use of hyperlinks and/ or other methods of reference shall form part of these Terms of Use.

18.5. **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.

18.6. **Expression of Intent – use of our Sites:** For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our Sites demonstrates your intent to be a party to these Terms of Use.

19. CONTACT US

19.1. **Website functionality, queries or any other recommendations:** Please use our [Contact Us](#)—page.

19.2. **Complaints:** We kindly request that you contact us first should you have any complaints or any other issues. You may use the contact information as per our [Contact Us](#)—page. Please ask for a reference number if you speak to any of our representatives/ consultants. We will respond to your complaint as soon as reasonably possible, but are under no obligation to resolve it.

19.3. Legal Documentation or Notices (hopefully this will never be required):

19.4.1. Physical address: Clause 2 above.

19.4.2. Legal enquiry: please use our [Contact Us](#)—page. If you have a legal enquiry, we will use the email address supplied by you on our communication facility to respond to your legal question (subject: "**LEGAL**").

19.4. If we are required to send you any legal documents or notices, you agree that we may do so by email to your last known email address or by registered post to your last known address, or, where delivery to those addresses is unsuccessful, using any contact details reasonably available to us online.

19.5. Any notice to you, or us, which is:

19.6.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 2 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;

19.6.2. delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or

19.6.3. sent by a Data Message to the addressee shall be deemed to be received as per clause 18 above.

19.6. Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

20. DEFINITIONS

- **Affiliate(s)** means an entity that controls, is controlled by or is under common control with a party, where "control" means 50% or more of shares, equity interest or other securities entitled to vote for election of directors or other managing authority;
- **Artificial Intelligence (AI) System or AI Systems** means a computer-based technology which is designed to perform tasks that typically require human intelligence. It encompasses a variety of techniques, such as machine learning and natural language processing, enabling the system to learn, adapt and make decisions autonomously.
- **Content** means any information, content, images, video, audio, data, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our Site(s);
- **Cybercrimes Act** means the Cybercrimes Act 19 of 2020;
- **Data Message shall have the same meaning attributed to it in terms of the ECT Act;**
- **ECT Act** means the Electronic Communications and Transactions Act 25 of 2002;
- **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- **POPI Act** means the Protection of Personal Information Act of 2013;
- **Service Account** refers to the unique account you create and maintain as a User to access and use certain features, functionalities or Services provided through some of our Sites;
- **Services** refers to our website and mobile device application and the services as reflected on our website and promoted via other sites of ours;
- **Sites** refers to our website, mobile device application, platforms or other social network sites we make available to you; and
- **Users** mean users of our website (including you!) and the individual accessing or using the Services, or the company, or other legal entity on behalf of which such individual is accessing or using the Services, as applicable.