

Privacy Policy

Introduction

Healthbridge, a division of (Tradebridge (Proprietary) Limited) ("Us", "We", "Our") operates www.healthbridge.co.za, certain social media sites (collectively referred to as "**sites**") and other Healthbridge Services that are accessible through the internet ("Services") and is committed to protecting your privacy and complying with applicable data protection and privacy laws. This Privacy Policy will inform you as to how we Process your Personal Information and tell you about your privacy rights and how the law protects you (as data subject).

It is important that you read this Policy with any other Service specific privacy policy or fair processing policy Healthbridge may provide on specific occasions when Healthbridge are Processing Personal Information about you or any of your customers/patients on your behalf, so that you are fully aware of how and why Healthbridge Process Personal Information.

By submitting Personal Information to us it will be seen as your consent to us to process the Personal Information. Reference to "consent", "your consent" or "your explicit consent" or "informed consent" shall include the clicking on a "submit" or "Login" or "I agree" button or reply on an email after you have been made aware of the reference to this Privacy Policy.

1) Important information and who we are

a) Responsible Party

- i) **As Responsible Party:** Where you use our sites and/ or register as a user of any of our Services, Healthbridge is the Responsible Party and responsible for your Personal Information.
- ii) **As Operator:** Where Healthbridge Process Data Subject (i.e. Patient) Personal information on instructions from a Medical Practice (Healthbridge Client), Healthbridge will act as Operator and the Medical Practice will act as the Responsible Party. As Responsible Party the Healthbridge Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Personal Information he/she/it or someone on their behalf makes available to Healthbridge.
- iii) We have appointed an information officer (IO) and Deputy Information Officers for various business units at Healthbridge, who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests, or wish to submit a complaint then please contact the IO: Mr. Eli Atie on dataprotection@healthbridge.co.za or at Pin Oak House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2191 or on Telephone number: +27 860 200 222.
- iv) You have the right to make a complaint at any time to the Information Regulator's office (IR), the Republic of South Africa's authority for data protection issues (<http://www.justice.gov.za/inforeg/>). **We would, however, appreciate the chance to deal with your concerns before you approach the IR, so please contact us or if you a patient of a Medical Practice, the Medical Practice, in the first instance.**

b) Changes to the Privacy Policy and your duty to inform us of changes

- i) We keep our Privacy Policy under regular review. Archived versions (if available) can be obtained by contacting us. Any changes made to our Privacy Policy in future will be posted on our website or made available during your engagement with Healthbridge (including access to the Services). The new version will apply the moment it is published on our website or incorporated by reference in any of our Terms of Services or other communications or published on our Services.
- ii) It is important that the Personal Information we hold about you or where you use the Healthbridge Services to perform certain services for the benefit of your patients/ Data Subject, the Personal Information about them are accurate and current. Please keep us informed if your Personal Information changes during your relationship with us.

c) **Integration into other sites:** This Privacy Policy applies to Healthbridge sites and Services only. We do not exercise control over third party sites who provide Healthbridge Services as part of their own offering (including Bureaus and/or Business Partners). These other third party sites may place their own cookies or other files on your computer, collect data or solicit Personal Information from you. We cannot be held responsible for any wrongful handling of end users' information by our customers.

d) **Third-party links:** Our sites or certain of our Services may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. If you disclose your personal information to a third-party, such as an entity which operates a website linked to this Healthbridge Platform, Healthbridge **SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE 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. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2) What Information do we collect?

- a) **Personal Information means the information as per the Definitions. It does not include data where the identity of the data subject has been removed (anonymous data / de-identified information).**
- b) We may Process different kinds of Personal Information about you when we engage with you, which we have grouped together as follows:

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- iii) **Identity Data** includes first name, last name, username or similar identifier, title, date of birth and gender.
 - iv) **Contact Data** includes billing address, delivery address, email address and telephone numbers.
 - v) **Financial Data** includes payment card details.
 - vi) **Transaction Data** includes details about payments to and from us and other details of goods and/or services you have acquired from us.
 - vii) **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
 - viii) **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
 - ix) **Usage Data** includes information about how a Person's use our website, products and/or Services. This information shall include the full Uniform Resource Locators (URL) Clickstream to, through and from our website (including the date and time) and the services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), use of a certain function on any Service and methods used to browse away from the page and any phone number used to call our customer service number, service transaction instructions from and to you via our APIs.
 - x) **Marketing and Communications Data** marketing preferences in receiving marketing from Healthbridge and third parties and your communication preferences (communications related to the Services).
 - xi) **Medical Information (Personal Information and Special Personal Information):** includes physical or mental health, wellbeing, disability, medical history, biometric information, medical aid information, doctor details and other similar information of a Person.
 - xii) **Children Information:** Personal Information of a Child.
 - xiii) **Aggregate data and pattern data ("Pattern Data"):** statistical, demographical or transactional information derived from Personal Information but is not considered Personal Information in law as this data will **not** directly or indirectly reveal the identity of the data subject. For example, we may aggregate the Usage Data of a data subject to calculate the percentage of users accessing a specific website or specific Service feature or executing a specific transaction type. However, if we combine or connect Pattern Data with your Personal Information so that it can directly or indirectly identify you, we will treat the combined data as Personal Information which will be used in accordance with this Privacy Policy.
- b) You may choose to provide additional Personal Information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- c) **Special Personal Information and Children information:** We do not collect any Special Personal Information or Children Information directly from Data Subjects. Special Personal Information and Children Information is made available to Healthbridge by a Healthbridge Client that utilises our Services. We will process same in accordance with the Healthbridge Client instructions and Data Protection Laws as an Operator. Where we may collect Special Personal Information or Information of a Child Healthbridge will Process same in accordance with the Data Protection Legislation.
- d) **Submission of Personal Information on behalf of another:** If you provide information on behalf of someone else (including but not limited to patient data/ clinical data), then it is your responsibility to obtain the necessary consent from the person before making the Personal Information available to us. On receipt of the Personal Information, we assume that the necessary consent has been obtained and will process the Personal Information as per your instructions and in accordance with this Privacy Policy. By submitting such Personal Information on behalf of another person, you indemnify us against any third-party claim, where such third-party claim relates to Personal Information that has been processed without the necessary consent or other available exception allowed by law.
- e) **If you fail to provide Personal Information:** Where we need to collect Personal Information by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services (including services for no charge)). In this case, we may have to cancel a service you have with us, but we will notify you if this is the case at the time.

3) How is Personal Information collected?

We use different methods to collect Personal Information from and about you including:

- a) **Direct interactions.** We may collect Personal Information directly from a Data Subject. This may be via the following means:-
 - i) subscribe and register to the Healthbridge Service;
 - ii) create an account online with Healthbridge;

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- iii) subscribe to our newsletters (where applicable);
 - iv) request marketing material to be sent to you;
 - v) enter a competition, promotion or survey;
 - vi) when engaging with our support services and/or call centres; or
 - vii) give us feedback or contact us on our website; or
 - viii) by communicating with us via email and other similar ecommunication channels.
- b) **Automated technologies or interactions.** As you (including your Authorised Users of our Services) interact with our Services or website, we will automatically collect Technical Data about your equipment, browsing actions, patterns and device. We collect this Personal Information by using cookies (see section 4) below), server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.
- c) **Third parties or publicly available sources.** We will receive Personal Information about you from various third parties and public sources as set out below:
- i) Technical Data from the following parties:
 - (1) analytics providers such as Google ("How Google uses information from sites or apps that use our services", (located at <https://policies.google.com/technologies/partner-sites>))
 - (2) advertising networks; and
 - (3) search information providers.
 - ii) Contact, Financial and Transaction Data from providers of technical, payment and delivery services;
 - iii) Technical and Transactional Data from third party service providers that provide a service or product to you, subject to your consent to us to collect the information.
 - iv) Identity and Contact Data from data brokers or aggregators where same have been obtained in accordance with the Data Protection Legislation.
 - v) Identity and Contact Data from publicly available sources such as CIPC or such places where the Data Subject has deliberately made available his/her/its Personal Information.
 - vi) Identity, Contact, Special and Children information from a Medical Practice that utilises the Healthbridge Services for execution of his/her/its services to a data subject (Patient);
- d) **With reference to par. c)vi) above, take note that where Personal Information is collected from a Healthbridge Client for purposes of execution of a Healthbridge Service,**
- i) **the Healthbridge Client acknowledges and agrees that he/she/it will be solely responsible for: (i) the accuracy, quality, and legality of the Personal Information and the means by which he/she/it acquired Personal Information; (ii) complying with all necessary transparency (openness) and lawfulness requirements under applicable Data Protection Legislation for the Processing of the Personal Information, including obtaining any necessary Consents and authorisations from data subjects (its own patients); (iii) ensuring he/she/it has the right to grant Healthbridge the right to Process Personal Information in accordance with the Terms of Service, including transfer of Personal Information to agreed External Parties; (iv) ensuring that his/her/its instructions to Healthbridge regarding the Processing of Personal Information comply with applicable laws, including Data Protection Legislation; (v) the appointment and authorization of Authorised Users to use the Services and Process Personal Information, and (vi) the actions and/or omissions of its Authorised Users; and**
 - ii) If Healthbridge is of the opinion that an instruction from the Healthbridge Client violates the Data Protection Legislation, Healthbridge must inform the Healthbridge Client immediately. Healthbridge shall be entitled to suspend the execution of the instruction in question until it is confirmed or amended by the Healthbridge Client. Healthbridge may refuse to carry out an instruction that is obviously illegal.

4) Cookies

See our Cookies Policy.

5) How we use your Personal Information

- a) Healthbridge will not sell Personal Information.
- b) All Personal Information that Healthbridge may receive from the Healthbridge Client or any other Data Subject shall be dealt with as confidential information;
- c) Healthbridge will only use Personal Information within the framework of the law. Most commonly, Healthbridge will use Personal Information in the following circumstances:
 - i) Where the Data Subject or a Competent Person (on behalf of a Child) has given his/her/its consent; or
 - ii) Where Healthbridge needs to perform under a contract that Healthbridge is about to enter into or has entered into with a Healthbridge Client or you as a Data Subject; or

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- iii) Where it is necessary for Healthbridge's legitimate interests (or those of a third party) and the Data Subject's interests and fundamental rights do not override those interests;
 - iv) Where Processing protects a legitimate interest of the Data Subject; or
 - v) Where Healthbridge needs to comply with a legal obligation.
- d) **Purposes for which Healthbridge will use Personal Information:-**
- i) In the table below we provide a description of all the ways Healthbridge plan to Process Personal Information, and which of the legal bases Healthbridge relies on to do so. We have also stated what Healthbridge's legitimate interests are where appropriate.
 - ii) Note that Healthbridge may process Personal Information for more than one lawful ground depending on the specific purpose for which Healthbridge are using the data. Please contact Healthbridge if you need details about the specific legal ground, Healthbridge is relying on to process Personal Information where more than one ground has been set out in the table below.
 - iii) If the Data Protection Legislation to which Healthbridge (as Operator) is subjected, obliges Healthbridge to carry out further processing, Healthbridge shall notify the Healthbridge Client of these legal requirements prior to Processing, and if so required under the POPI Act and/or by the Information Regulator, obtain the necessary pre-authorization for such further processing as is required by section 57 of the POPI Act.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
Where Healthbridge act as Operator and the Healthbridge Client as Responsible Party (Medical Practice) [Subject signing an Operators Agreement between the parties]		
To register a Person as a Healthbridge Client	(a) Identity, (b) Contact (c) Financial, (d) Marketing and Communications	(a) Consent (b) Performance of a contract with Healthbridge Client
Delivery of agreed Services to Healthbridge Clients, including but not limited to sharing of information with External Parties as part of the Services	(a) Identity, (b) Contact, (c) Financial of Healthbridge Client (a) Identity, (b) Contact, (c) Special Personal Information and Information of Children as received from a Healthbridge Client/ Medical Practice	(a) Consent (b) Performance of a contract with the Healthbridge Client (c) Outsourcing of a Healthbridge Client (Medical Practice) administration (section 32(1)(a) of the POPIA)
(a) Manage payments, fees and charges; (b) Collect and recover money owed to Healthbridge	(a) Identity, (b) Contact, (c) Financial, (d) Transaction, (e) Marketing and Communications	(a) Performance of a contract with Healthbridge Client (b) Necessary for our legitimate interests (to recover debts due to us) [TAKE NOTE: we do not store Financial Information - card details. We use third party service provider(s) to execute transactions where you use your card. You should read their privacy policy]
To manage our relationship with you which will include: (a) Notifying you about changes to our Terms of Services or this Privacy Policy where required (b) Asking you to leave a review or take a survey	(a) Identity, (b) Contact, (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our services)
To enable you to partake in a prize draw, competition, referral, promotion or complete a survey	(a) Identity, (b) Contact, (c) Profile (d) Usage, (e) Marketing and Communications	(a) Performance of a contract with you, (b) You consent by submitting your information to us, specifically for competitions and promotions (c) Necessary for our legitimate interests (to study how customers use our services, to develop them and grow our business)
To administer and protect our business, website and other electronic platforms (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity, (b) Contact, (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website and Service content and information about similar services and/or products to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity, (b) Contact, (c) Profile (d) Usage, (e) Marketing and Communications, (f) Technical	Necessary for our legitimate interests (to study how customers use our services, to develop them, to grow our business and to inform our marketing strategy)

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To use data analytics to improve our website, Services, marketing, customer relationships and experiences	(a) Technical, (b) Usage	Necessary for our legitimate interests (to define types of customers for our services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about Services that may be of interest to you	(a) Identity, (b) Contact, (c) Technical, (d) Usage, (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our services and grow our business)

e) **Marketing:** We strive to provide you with choices regarding certain Personal Information uses, particularly around marketing and advertising.

i) **Promotional offers from us**

(1) As a customer of Healthbridge:

- (a) Once you have acquired any of our Services including accessing our websites (browserwrap agreement), you will be seen as a customer under POPIA.
- (b) We will use your Identity, Contact, Technical, Usage and Profile Data to submit to you information/material of our other services that are related and that we feel may be of interest to you (we call this marketing).
- (c) As a customer you will receive marketing communications from us if you have not opted out of receiving that marketing.
- (d) Important: you may ask us on submission of your Identity and Contact Information not to send you the above-mentioned information. At any time, subsequent to our initial engagement, you can make use of the opting out options (see par. iii) below).

(2) Not a customer of Healthbridge yet:

- (a) We may collect through one of our personnel members or through our mailing system, your email address; however ,
- (b) Before we use same for any direct marketing purposes, we will ask you for consent (opt-in) prior to sending you direct marketing material.

ii) **Third-party marketing**

- (1) We will get your express opt-in consent before we share your Personal Information with any third party for marketing purposes.
- (2) **TAKE NOTE:** We may provide (without your consent) third party marketing parties/advertisers with anonymous aggregate information (Aggregate Data (see above)) about our users (for example, we may inform them that 500 men aged under 30 have clicked on a specific product or advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in a specific region). We may make use of the Personal Information we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience. **IMPORTANT: We do not disclose information about identifiable individuals to our advertisers.**

iii) **Opting out**

- (1) You can ask us or third parties to stop sending you marketing messages at any time by logging into the website or unsubscribe on the email communication or by contacting us at any time and requesting to opt-out of our marketing services.
- (2) Where you opt out of receiving these marketing messages, this will not apply to Personal Information provided to us as a result of a service purchase, warranty registration, service experience or other transactions.

iv) **Cookies:** See the Healthbridge Cookies Policy.

f) **Change of purpose**

- i) We will only use your Personal Information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.
- ii) If we need to use your Personal Information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.
- iii) Please note that we may process your Personal Information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

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6) Disclosures of Personal Information

- a) We may share Personal Information with the parties set out below for the purposes set out in the table above.
 - i) Where we have your Consent.
 - ii) **Internal Third Parties** as set out in the *Definitions*. Where we share Personal Information to our group (collaborating companies), we ensure your Personal Information is protected by requiring all our collaborating companies to follow this policy when processing your Personal Information.
 - iii) **External third parties** as set out in the *Definitions* and to those external parties as per your instructions.
 - (1) We require all third parties to respect the security of the Personal Information we make available to them and to treat it in accordance with the law. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and other appropriate confidentiality and security measures.
 - (2) We do not allow third party service providers to Process Personal Information for their own purposes and only permit them to Process your Personal Information for specified purposes.
 - (3) Also see clause 13) below in terms of subcontractors.

7) International transfers

- a) Taking into consideration the type of Services offered by Healthbridge (i.e. Software as a Service and making use of certain international service providers for purposes of technology), Healthbridge (or any subcontractor) may need to transfer or otherwise Process Personal Information outside the Republic of South Africa (RSA). The transfer of Personal Information shall only be transferred where:-
 - iv) Healthbridge enters into a written contract with the third party service provider that contains terms substantially the same as those set out in this Privacy Policy, in particular, in relation to requiring appropriate technical and organisational data security measures and relating to the further transfer of Personal Information from the third party recipient to third parties who are in a foreign country; or
 - v) Processing of Personal Information takes place in a territory which is subject to data protection laws similar to the Data Protection Legislation and that the territory provides adequate protection for the privacy rights of individuals.
 - vi) Confirmation that the necessary pre-authorization from the Information Regulator (only where said pre-authorization is required by the Data Protection Legislation), has been obtained by the Responsible Party, i.e. section 57 of the POPI Act.
- b) By submitting your Personal Information to us (as Data Subject or as Responsible Party utilising the Healthbridge Services) you consent to the transfer of Personal Information outside the borders of the Republic of South Africa.

8) Data security

- a) Healthbridge has put in place appropriate technological and organisational measures to prevent Personal Information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, Healthbridge limits access to Personal Information to those employees, agents, contractors and other third parties who have a business need to know. They will only process Personal Information on our instructions, and they are subject to a duty of confidentiality.
- b) We have put in place procedures to deal with any suspected Personal Information breach and will notify you and any applicable regulator of a breach where we are legally required to do so.
- c) Where Healthbridge acts as Operator, the Responsible Party (i.e. Medical Practice) must ensure that it has implemented appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Information, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Information. Other than securing the Personal Information on collection of same from the Responsible Party via the Healthbridge Services, Healthbridge shall not be responsible for any other Responsible Party's security safeguard obligations.

9) Data retention

How long will Healthbridge retain Personal Information?

- a) Healthbridge will only retain Personal Information for as long as reasonably necessary to fulfil the purposes Healthbridge collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. Healthbridge may retain Personal Information for a longer period in the event of a complaint or if Healthbridge reasonably believe there is a prospect of litigation in respect to its relationship with a Healthbridge Client or Data Subject or any claim as a result of a Responsible Party (Healthbridge Client) not obtaining the required consent as per par.d) above.
- b) To determine the appropriate retention period for Personal Information, Healthbridge consider the amount, nature and sensitivity of the Personal Information, the potential risk of harm from unauthorised use or disclosure of your Personal Information, the purposes for which Healthbridge process your Personal Information and whether Healthbridge can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

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- c) In some circumstances you can ask Healthbridge to delete your data: see *your legal rights* below for further information.
- d) In some circumstances we will anonymise your Personal Information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

10) Records

Healthbridge will keep detailed, accurate and up-to-date written records regarding any Processing of Personal Information it carries out, including but not limited to, the access, control and security of the Personal Information and approved subcontractors, the processing purposes, categories of processing, any transfers of Personal Information to a third country and related safeguards, the instructions as received from the Healthbridge Client and a general description of the technical and organisational security measures and retention and destruction of Personal Information.

11) Social Media

- a) Our sites or Services may, in certain circumstances, provide you with social plug-ins from various social media networks. If you choose to interact with a social network such as *Facebook* or *LinkedIn* or *Twitter* (for example by registering an account or click on the link from our *website*), your activity on our sites will also be made available to that social network. This is necessary for the performance of your contract with Us which allows you to interact with a social network. If you are logged in on one of these social networks during your visit to one of our websites or are interacting with one of the social plug-ins, the social network might add this information to your respective profile on this network based on your privacy settings. If you would like to prevent this type of information transfer, please log out of your social network account before you enter one of our sites, or change the necessary privacy settings, where possible.
- b) Communication, engagement and actions taken through external social media networks that we participate in are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.
- c) You are advised to use social media networks wisely and communicate/engage with them with due care and caution in regard to their own privacy policies (if any). **PLEASE NOTE: WE WILL NEVER ASK FOR PERSONAL OR SENSITIVE INFORMATION THROUGH SOCIAL MEDIA NETWORKS AND ENCOURAGE USERS, WISHING TO DISCUSS SENSITIVE DETAILS OR TO RESOLVE ISSUES/CONCERNS, TO CONTACT US THROUGH PRIMARY COMMUNICATION CHANNELS SUCH AS BY TELEPHONE OR EMAIL.**
- d) Our social media network page(s) may share web links to relevant web pages. By default, some social media platforms shorten lengthy URL's. You are advised to exercise caution and due care before clicking on any shortened URL's published on social media platforms by this website. Despite our best efforts to ensure that only genuine URL's are published many social media platforms are prone to spam and hacking and therefore our website and its owners cannot be held liable for any damages or implications caused by visiting any shortened links.

12) Data Subject's legal rights

- a) Under certain circumstances, a Data Subject has the following rights under Data Protection Legislation in relation to his/her/its Personal Information:
 - vii) **Request access** to Personal Information (commonly known as a "data subject access request"). There may be a fee associated with this request – see below. This enables the Data Subject to receive a copy of the Personal Information the Responsible Party holds about the Data Subject and to check that the Responsible Party is lawfully processing it. See the *Healthbridge Promotion of Access to Information Manual ("PAI Manual")*. NOTE: for information on the process a Data Subject must follow in order to request access to Personal Information see our [Personal Information Access Request Procedure document](#).
 - viii) **Request correction** of the Personal Information. This enables the Data Subject to have any incomplete or inaccurate data the Responsible Party holds about the Data Subject corrected, though the Responsible Party may need to verify the accuracy of the new data the Data Subject provides to the Responsible Party. NOTE: for information on the process a Data Subject must follow in order to request a correction to Personal Information see our [Personal Information Correction or Deletion Procedure document](#).
 - ix) **Request erasure** of Personal Information. This enables the Data Subject to ask the Responsible Party to delete or remove Personal Information where there is no good reason for the Responsible Party continuing to process it. The Data Subject also have the right to ask the Responsible Party to delete or remove his/her/its Personal Information where the Data Subject has successfully exercised his/her/its right to object to processing (see below), where the Responsible Party may have processed the Data Subject's information unlawfully or where the Responsible Party is required to erase the Data Subject's Personal Information to comply with local law. Note, however, that the Responsible Party may not always be able to comply with the Data Subject request of erasure for specific legal reasons which will be notified to the Data Subject, if applicable, at the time of the Data Subject request. Take Note: Erasure of the Data Subject's Personal Information shall further not limit the Responsible Party rights in terms of Aggregate Data and Pattern Data. NOTE: for information on the process a Data Subject must follow in order to request a deletion to Personal Information see our [Personal Information Correction or Deletion Procedure document](#).

- x) **Object to processing** of Personal Information where the Responsible Party is relying on a legitimate interest (or those of a third party) and there is something about the Data Subject's particular situation which makes the Data Subject wants to object to processing on this ground as the Data Subject feels it impacts on his/her/its fundamental rights and freedoms. The Data Subject also has the right to object where the Responsible Party are processing the Data Subject's Personal Information for direct marketing purposes. In some cases, the Responsible Party may demonstrate that the Responsible Party has compelling legitimate grounds to process the Data Subject's information which override the Data Subject's rights and freedoms. NOTE: for information on the process a Data Subject must follow in order to request an objection to Personal Information see our [Personal Information Objection Procedure document](#).
- xi) **Request restriction of processing** of Personal Information. This enables the Data Subject to ask the Responsible Party to suspend the processing of Personal Information in the following scenarios:
- (1) If the Data Subject wants the Responsible Party to establish the data's accuracy.
 - (2) Where the Responsible Party use of the data is unlawful, but the Data Subject does not want the Responsible Party to erase it.
 - (3) Where the Data Subject needs the Responsible Party to hold the data even if the Responsible Party no longer requires it as the Data Subject needs it to establish, exercise or defend legal claims.
 - (4) The Data Subject has objected to the Responsible Party use of his/her/its data, but the Responsible Party needs to verify whether the Responsible Party have overriding legitimate grounds to use it.
- xii) **Request the transfer** of Personal Information to the Data Subject or to a third party. We will provide to you, or a third party you have chosen, your Personal Information in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you. Contact us if you need to transfer your Personal Information.
- xiii) **Withdraw consent at any time** where we are relying on consent to process your Personal Information. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.
- b) **If you wish to exercise any of the rights set out above and where we act as Responsible Party, then please contact us at the details mentioned par. 1 1)a) above.**
- c) **Take note of the following that will apply where Healthbridge acts as Operator and the Medical Practice (Healthbridge Client) as the Responsible Party:-**
- i) Healthbridge **will notify the Healthbridge Client immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Information or to either party's compliance with the Data Protection Legislation.**
 - ii) Healthbridge **will notify the Healthbridge Client within 2 (two) working days if it receives a request from a Data Subject for access to their Personal Information or to exercise any of their related rights under the Data Protection Legislation.**
 - iii) Healthbridge **will give the Healthbridge Client its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request and the Healthbridge Client shall remunerate Healthbridge for any reasonable costs that Healthbridge may incur as a result of said request. Healthbridge shall not be liable for the Healthbridge Client's non-compliance of any Data Subject requests.**
 - iv) Healthbridge **must not disclose the Personal Information to any Data Subject or to a third party other than at the Healthbridge Client's request or instruction, as provided for in the Terms of Services or as required by law.**
 - v) Where you, as a data subject is a patient of the Healthbridge Client and wishes to submit a complaint or request, then we recommend that you submit it to the Medical Practice.
- d) **Fee required:** Apart from any prescribed fees under any applicable data protection legislation, the Data Subject will not have to pay a fee to access his/her/its Personal Information (or to exercise any of the other rights). However, a reasonable fee may be charged if the Data Subject request is clearly unfounded, repetitive or excessive. Alternatively, the Responsible Party could refuse to comply with the Data Subject request in these circumstances.
- e) **What we may need from the Data Subject:** We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Information (or to exercise any of your other rights). This is a security measure to ensure that Personal Information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- f) **Time limit to respond:** Healthbridge try to respond to all legitimate requests within 30 (thirty) days. Occasionally it could take Healthbridge longer than 30 (thirty) days if your request is particularly complex or the Data Subject has made a number of requests. In this case, Healthbridge will notify the Data Subject and keep the Data Subject updated.

Privacy Policy

13) Subcontractors

- a) Healthbridge may authorise a third party (subcontractor) to Process the Personal Information. Were Healthbridge uses sub-contractors, Healthbridge will:
 - i) enter into a written contract with the subcontractor that contains terms substantially the same as those set out in this Privacy Policy, in particular, in relation to requiring appropriate technical and organisational data security measures; and
 - ii) maintain control over all Personal Information it entrusts to the subcontractor.
- b) Healthbridge agrees to select subcontractors carefully according to their suitability and reliability.
- c) A subcontractor within the meaning of this Privacy Policy shall not exist if Healthbridge commissions third parties with additional services, that are not an essential part of this Privacy Policy.
- d) Where the subcontractor fails to fulfil its obligations under such written agreement, Healthbridge remains fully liable to the Healthbridge Client for the subcontractor's performance of its agreement obligations.
- e) The Parties consider Healthbridge to control any Personal Information controlled by or in the possession of its subcontractors.
- f) Healthbridge undertakes to ensure that all subcontractors who process Personal Information of Data Subjects shall not amend, modify, merge or combine such Personal Information and Process same as per instructions from Healthbridge.

14) Personal Information breach

- a) Healthbridge will without undue delay notify the Healthbridge Client if any Personal Information (of the Healthbridge Client or its Data Subjects) is lost or destroyed or becomes damaged, corrupted, or unusable.
- b) Healthbridge will without undue delay and where reasonably possible, after it has come to knowledge of Healthbridge, notify the Healthbridge Client of:
 - iii) any accidental, unauthorised or unlawful processing of the Personal Information; or
 - iv) any Personal Information Breach.
- c) Where Healthbridge becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Healthbridge Client with the following information:
 - v) description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Information records concerned;
 - vi) the likely consequences; and
 - vii) description of the measures taken or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.
- d) Immediately following any unauthorised or unlawful Personal Information processing or Personal Information Breach, the parties will co-ordinate with each other to investigate the matter. Healthbridge will reasonably co-operate with the Customer in the Customer's handling of the matter, including:
 - viii) assisting with any investigation;
 - ix) providing the Customer with physical access to any facilities and operations affected;
 - x) facilitating interviews with Healthbridge's employees, former employees and others involved in the matter;
 - xi) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer (subject to confidentiality); and
 - xii) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Information Breach or unlawful Personal Information processing.
- e) Healthbridge will not inform any third party of any Personal Information Breach without first obtaining the Customer's prior written consent, except when required to do so by law.
- f) Healthbridge agrees that the Customer has the sole right to determine:
 - xiii) whether to provide notice of the Personal Information Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - xiv) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- g) The Customer indemnifies HEALTHBRIDGE against any claim from the supervisory authorities or Data Subjects where the Customer refuse or neglect to provide the required notices.
- h) HEALTHBRIDGE will cover all reasonable direct expenses associated with the performance of the obligations under clause b), clause c) and clause d) unless the matter arose from the Customer's specific instructions, negligence, willful

default or breach of this Agreement or any third party actions outside the reasonable control of HEALTHBRIDGE in which case the Customer will cover all reasonable expenses.

15) Definitions

- a) **Child** means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him- or herself.
- b) **Consent:** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information.
- c) **Data Protection Laws** means any and all applicable laws relating to the protection of data or of Personal Information and shall include the Protection of Personal Information as per the POPI Act and General Data Protection Regulations (GDPR).
- d) **Data Subject** means the person to whom Personal Information relates and, in this document, refers to you, as the party providing Personal Information that will be processed by Healthbridge or a relevant third party.
- e) **Healthbridge Client:** a client / customer of Healthbridge, i.e. Medical Practice making use of Healthbridge Services.
- f) **Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your Personal Information for our legitimate interests. We do not use your Personal Information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- g) **Operator** means a person who processes Personal Information for a Responsible party in terms of a contract or mandate, without coming under the direct authority of the party.
- h) **Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- i) **Personal Information** means information as defined in the protection of Personal information Act of 2013 (**POPI Act** (click on link to view)).
- j) **POPIA** means the [Protection of Personal Information Act](#), Act 4 of 2013.
- k) **Process** means processing as defined under the POPI Act;
- l) **Responsible Party:** means a party as defined in the **POPI Act** (click on link to view);
- m) **Special Personal Information** means as defined in the **POPI Act** (click on link to view).
- n) **THIRD PARTIES**
 - i) **Internal Third Parties:** Other companies in the Healthbridge group (if applicable), acting as joint responsible parties or Operators and who may also provide IT and system administration services and undertake leadership reporting.
 - ii) **External Third Parties**
 - (1) Service providers acting as operators who provide IT and system administration services or such service providers that assist us in detecting, preventing, or otherwise address fraud, security or technical issues.
 - (2) Service Providers integrated into the Healthbridge Services as notified to you and where you have given us the required authorisation (by utilisation of the Services) to obtain information from or to submit information to, including but not limited to pathology and/or radiologist reports, electronic remittance advises and debit orders for purposes of payments;
 - (3) Professional advisers acting as operators or joint Responsible Parties, including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services, debt collectors (where payments are due and payable).
 - (4) The Revenue Services, regulators and other authorities acting as operators or joint Responsible Parties who require reporting of processing activities in certain circumstances.
 - (5) Court of law or any other authority where we have an obligation under law to share your Personal Information;
 - (6) In the event that we sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets.

END OF POLICY