

Terms & Conditions

Application and Website Terms and Conditions of Use

1. INTRODUCTION

1.1. These are the Terms and Conditions of Use relating to the AYIO platforms. These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the AYIO platform and the Services associated therewith. By accessing and using, and in particular indicating your acceptance of the terms by clicking on the “I accept these terms” button as provided for on this website, the User agrees to be bound by the Terms and Conditions set out herein. The content of the AYIO platforms is proprietary to AYIO and / or otherwise utilised in terms of a written license agreement entered into between AYIO Health and the proprietor of such content. As such, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the AYIO platforms for any purposes other than as provided for in these Terms and Conditions without the prior consent of AYIO Health.

1.2. These Terms, where relevant, are also applicable to any Third Party Service Provider that engages with AYIO to use, integrate or implement the functionality of the AYIO platforms.

1.3. In terms of section 49 of the Consumer Protection Act, 2008 the User's attention is drawn to the provisions of clauses 3, 7, 8, 9, 11, 13 and which:

1.3.1. limit in any way the risk or liability of AYIO or any other person;

1.3.2. constitute an assumption of risk or liability by the User;

1.3.3. impose an obligation on the User to indemnify AYIO or any other person for any cause; or

1.3.4. constitute an acknowledgement of any fact by the User.

2. DEFINITIONS

2.1. The headnotes to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify these Terms and Conditions nor any clause hereof.

2.2. Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

- 2.2.1. "**AYIO platforms**" shall mean the multi-device software Application, whether in a Web-based Format or Device-native

Format, to which these Terms and Conditions are linked and through which the User uses the AYIO platforms and its associated Services;

- 2.2.2. "**Business Day**" shall mean any day other than a Saturday, Sunday or a public holiday in South Africa;
- 2.2.3. "**Data Protection Legislation**" shall mean POPIA, ECTA, and the HPCSA Guidelines;
- 2.2.4. "**Device**" shall mean the device used by the User to use the Services provided by AYIO health, such as a smart phone or tablet or similar device;
- 2.2.5. "**Directory**" shall mean the directory of Medical Professionals available at www.ayio.org/directory;
- 2.2.6. "**ECTA**" means The Electronic Communications and Transactions Act 2002;
- 2.2.7. "**Effective Date**" shall mean the date upon which a User accepts these Terms and Conditions and uses the Services provided by AYIO Health;
- 2.2.8. "**HPCSA**" means the Health Professions Council of South Africa;
- 2.2.9. "**HPCSA Guidelines**" means the HPCSA Guideline on patient record keeping, as amended from time to time;
- 2.2.10. "**Intellectual Property**" shall mean all intellectual property subsisting in, pertaining to or used on, through or by the AYIO Health website, including, without limitation, patents, designs, inventions, Trade Marks, service marks, domain names and URL's, sales and user data, databases, trade secrets, methods and know-how, as well as copyright, including, without limitation, all copyright in any logos, devices, designs, multimedia works, software (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above;
- 2.2.11. "**Laboratory/ies**" means a facility where diagnostic or other screening procedures are performed on any biological agent or material;

- 2.2.12. "**Medical Professional**" means a doctor, therapist or any other medical professional that accesses User's through the website;
- 2.2.13. "**Parties**" shall mean AYIO Health (NPC) and the User and "Party" shall, as the context requires, be a reference to any one of them;
- 2.2.14. "**Personal Information**" shall have the meaning ascribed to it in terms of Section 1 of POPI;
- 2.2.15. "**POPI**" means the Protection of Personal Information Act, 4 of 2013;
- 2.2.16. "**Processing**" shall have the meaning ascribed to it in terms of Section 1 of the Protection of Personal Information Act, 4 of 2013 and the term "Process" shall, as the context requires, have the corresponding meaning;
- 2.2.17. "**Provider**" shall mean AYIO Health;
- 2.2.18. "**SANC**" means The South African Nursing Council;
- 2.2.19. "**SAPC**" means The South African Pharmacy Council;
- 2.2.20. "**Schools**" means any education facility, providing early, primary or secondary education;
- 2.2.21. "**Services**" shall mean the services provided by AYIO through, or by means of, the platforms, including, but not limited to the provision of User information, products, services, and providing the interface between the User and Medical Professionals, Pharmaceutical companies, and Laboratories in order to enable or afford the User to access consumables, health guidance from Medical Professional, as well as access to the Records of the User stored on the platforms, and more specifically:
 - 2.2.21.1. **For Medical Professionals and Pharmaceutical Companies:** capture and record anonymised reproductive health information and medical records on a secure web or mobile based electronic health record keeping system, which may include consent forms, images and test results as may be captured and stored in order to give the User guidance on their reproductive health; and

as same may have been, or may from time to time be, amended, varied novated or supplemented.

- 2.4. Unless inconsistent with the context, an expression which denotes:
 - 2.4.1. any one gender includes the other genders; and
 - 2.4.2. the singular includes the plural and vice versa.
- 2.5. Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause 2.
- 2.6. The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. DISCLAIMER: AYIO HEALTH DOES NOT PROVIDE MEDICAL ADVICE

- 3.1. The User acknowledges that the AYIO Health website is a platform on which a User can store medical records and interact and connect with various medical professionals.
- 3.2. By providing the User this service, AYIO Health is not providing any medical advice and any information, text, graphics or material contained on the website are for information purposes only. No information available on the website are intended to constitute professional medical advice, diagnosis or treatment.
- 3.3. The User interacts with the Medical Professionals through the website interface at their own risk and AYIO Health does not guarantee a specific outcome from use of the Services.
- 3.4 AYIO Health is not a professional healthcare provider. No doctor-patient relationship is formed with AYIO. Third-party providers are solely responsible for their services. Any payments collected on their behalf are as an agent only.

4. CONTRACTUAL CAPACITY TO ACT

- The User warrants that he / she is at least 13 (thirteen) years of age and has the necessary understanding and capacity to enter into and be bound by these Terms and Conditions, and if not, is guided by their parental guardian in order to consent to and be bound by these Terms and Conditions.

5. ELECTRONIC COMMUNICATIONS

- By using the AYIO Health platforms or communicating with AYIO Health by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by e-mail to the e-mail address provided by the User and it constitutes proper notice to the User.

6. PERSONAL INFORMATION

- 6.1. At all times AYIO Health will take all reasonable steps to comply with and process data in accordance with Data Protection Legislation.
- 6.2. The User shall make available and consents to the processing of, amongst others, the following types of personal information by AYIO Health:
 - 6.2.1. e-mail address; name and surname; identity number; physical address; telephone number; personal health information and opinions and preferences. (“the Personal Information”)
- 6.3. The User agrees that AYIO Health may process the User’s Personal Information for all purposes that relate to the AYIO Health platforms and the Services offered through the AYIO Health website.
- 6.4. The User does have the right to object to the processing of their Personal Information and it is voluntary to accept these Terms and Conditions. However, AYIO Health does require the User’s acceptance to enable the User to use the AYIO Health website, and to provide the Services.
- 6.5. Personal Information will be processed by AYIO Health, pursuant to and for the purposes as set forth in AYIO Health’s Privacy Policy, which may include, but not be limited to the following purposes:
 - 6.5.1. verifying the identity of the User;
 - 6.5.2. transmitting and receiving necessary correspondence to the User in relation to the Services;

- 6.5.3. facilitating delivery of the Services by means of the AYIO platforms;
 - 6.5.4. generally rendering the Services;
 - 6.5.7. to monitor and analyse the User's conduct in respect of the Services;
 - 6.5.8. for compliance and risk purposes; to analyse the Personal Information collected for research and statistical purposes;
 - 6.5.9. to aggregate and/or de-identify the User's Personal Information after analysing it for statistical purposes.
- 6.6. The User's Personal Information shall be retained in the strictest confidence by AYIO Health and will only be processed in accordance with AYIO Health's Privacy Policy to which these Terms and Conditions relate, which can be sourced at www.ayio.org
 - 6.7. The User expressly agrees and acknowledges that any failure by the User to submit the requisite Personal Information may render AYIO Health unable to deliver the Services and should this arise, the User hereby indemnifies and holds AYIO Health harmless against any loss or damage which the User may suffer as a result of AYIO Health's inability to render or deliver the Services.
 - 6.8. The User acknowledges that through the use of the AYIO Health platforms or the Services, which may include completing online information forms or contacting AYIO Health electronically, AYIO Health will in effect be processing the User's Personal Information.

7. COMMUNITY FORUM AND ONLINE CHAT DISCUSSIONS

- 7.1 AYIO Community Forum (Community) is a feature of the webapp that allows users to post comments or reviews and user generated content (content provider). All content, set of different topics related to women's health and wellbeing is published on Community by or on behalf of the AYIO. All user comments in Community are posted anonymously. If you delete your account, your comments will remain visible to other users of Community.
- 7.2 Purpose
 - 7.2.1 The purpose of Community is to facilitate users finding support in each other, sharing useful information and learning together to improve the management of their health. AYIO encourages users to post user generated content in the form of questions, comments, or blog posts. To leave a comment or read

other users' replies, tap the Community icon at the bottom corner. Community has limited functionalities:

- 7.2.2 Comments, questions or blog posts could not be indexed and shown by search engines in Internet nor outside of Community;
- 7.2.3 Community feature is available only for a limited number of users while it does not require registration; it is available only in English;
- 7.2.4 Private messaging or interpersonal communication between a finite number of persons is not available - no direct messages;
- 7.2.5 All questions, comments, or blog posts are pre-moderated, so your comment will be posted after it passes the moderation process
- 7.2.6 Anonymity is one of the essential values that define Community as a safe place. To maintain a safe space for everyone, it is prohibited to post comments which may expose anyone's identity.
- 7.3 As a user of Community, you shall not:
 - Leave rude, harassing, insulting, provocative, discriminating, non-tolerant, religious, racist, political, homophobic, libelous, defamatory, unlawful, threatening, or offensive comments and statements;
 - Post abusive, offensive, obscene, pornographic, infringing, sexually explicit images or any other materials (including links to such materials) prohibited under applicable law or regulations or that otherwise may be in conflict with this Agreement;
 - Provide any medical advice or claim to be a healthcare professional;
 - Advertise any product or service; or
 - Perform other forbidden actions as defined in Community Rules.
- At our sole discretion, we reserve our right to:
 - Delete any inappropriate or irrelevant comments or materials;
 - Delete or modify comments containing personal data, such as name, address, or email;
 - Restrict or ban your access to Secret Chats at any time and without notice if we determine that the content or use of Secret Chats is in violation of this Agreement;
 - Use, copy, modify, reshuffle, move, change, publicly display, publicly conduct and distribute discussions, comments, and materials;
 - Block your comments for any reasons or moderate them as we deem appropriate; or
 - Disable Secret Chats at any time without prior notification.

- 7.4 Any information posted on Community shall not be considered as advice, drug prescription, or treatment suggestion. If in doubt about your health, consult a licensed healthcare professional. Please bear in mind that our users are not healthcare professionals and their recommendations may not only be inaccurate, but also harmful to your health and well-being.
- 7.5 Read more about the rules applicable to communication in Community in our Community Rules. Community Rules are an integral part of the Agreement. By accepting the Agreement, you also accept the Community Rules.

8. THIRD PARTY SERVICE PROVIDER'S PRODUCTS AND SERVICES

- 8.1. AYIO Health shall take appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of the Personal Information in its possession, in order to guard against:
 - 8.1.1. loss of, damage to or unauthorised destruction of Personal Information; and
 - 8.1.2. unlawful access to or processing of Personal Information.
- 8.2. AYIO Health shall not however be held responsible and the User agrees to indemnify and hold harmless AYIO Health for any security breaches occurring on the User's electronic device (personal computer or other electronic device used to browse the AYIO Health website or access the Services), which may arise as a result (without limitation) of the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.
- 8.3. AYIO Health undertakes to process any of the User's Personal Information in accordance with the provisions of AYIO Health's Data Protection and Privacy Policy to which these Terms and Conditions relate.

9. THE USE OF THE AYIO HEALTH APP BY THIRD PARTIES AND MEDICAL PROFESSIONALS

- 9.1. In order to render the Services, AYIO Health may facilitate access to products offered or services rendered by third parties such as Medical Professionals. These third-party service providers and Medical Professionals have separate and independent terms and conditions and privacy policies applicable to their products, services, and respective websites.

- 9.2. Third Party Service Providers agree that they shall utilise the AYIO Health platforms exclusively as the health and wellness platform associated with the Third Party Service Provider.
- 9.3. Where applicable, Third Party Service Providers shall utilise the AYIO Health “One Time Form” as the mechanism by which personal and health information is obtained.
- 9.4. AYIO Health shall bear no responsibility or liability for the products offered or services rendered by such third parties or Medical Professionals or the content and services provided through or by means of their respective websites.
- 9.5. The User bears the onus to ensure that when disclosing any Personal Information to these third party service providers and Medical Professionals that they ensure that such providers have the relevant privacy policies in place for the handling of the User’s information.
- 9.6. AYIO Health makes no warranties or representations whatsoever regarding the products offered or services rendered by any third party or the content or activities of such third party websites, which may be accessed or used through or by means of the AYIO Health website and/or its associated Services.
- 9.7. The User acknowledges that AYIO Health merely facilitates the User’s access to such Third Party Service Provider’s products, services and/or websites and does not itself offer the products or render the services of such third party to the User.
- 9.8. The User acknowledges that neither AYIO Health, nor its prescribed officers, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of such third party’s and Medical Professionals.
- 9.9. Third Party’s and Medical Professionals warrant that they shall, in accessing the AYIO Health website and any personal information, comply with all relevant Data Protection and medical privacy Legislation applicable to the region within which they operate.

10. USE OF THE SERVICES BY MEDICAL PROFESSIONALS

- 10.1. By accessing and making use of the AYIO Health website in the capacity as a Medical Professional, such Professional acknowledges and agrees that he/she may gain access to the Personal Information of Users.

- 10.2. In respect of a situation contemplated in clause 8 above, such Medical Professional acknowledges and agrees to only process the Personal Information in the accordance with AYIO Health's Privacy Policy and the Protection of Personal Information Act, as if the provisions of such Policy are expressly incorporated herein.

11. DIRECTORY TERMS AND CONDITIONS

- 11.1. AYIO Health shall offer Users and Medical Professionals the benefit of the use of the Directory. By submitting content, you grant AYIO a non-exclusive, royalty-free licence to use, reproduce, and display that content for operating and improving the platform. You agree to indemnify AYIO against claims arising from your content.
- 11.2. The purpose of the Directory will be for:
 - 11.2.1. Medical Professionals to advertise their practices and/or services to the Users, with their contact details'; and
 - 10.2.2. Users to identify Medical Professionals that they may wish to contact for a specific skill set in their region.
- 10.3. For Users:
 - 10.3.1. The Medical Professionals listed on this Directory have voluntarily utilised the directory service. Their listing on the Directory is not an indication that AYIO Health has approved of their services.
 - 11.3.2. AYIO Health confirms registration with the HPCSA, SAPC, SANC, or any other regulatory body, on sign up of the Directory, however, such registration is not continuously monitored.
 - 11.3.3. AYIO Health does not make any representations of suitability of the Medical Professional for your needs, and you utilise the Directory and any affiliated Medical Professional voluntarily and at your own risk.
 - 11.3.4. Should you encounter any issues with a medical professional listed on the directory, please contact us to investigate further.
- 11.4. For Medical Professionals:
 - 11.4.1. AYIO Health retains the right to any Medical Professionals' access and ability to list their services.

- 11.4.2. In order list on the Directory, the Medical Professional shall provide proof of registration with the HPCSA, SAPC, SANC, or any other regulatory body.
- 11.4.3. Should the Medical Professional's registration at any such body be revoked, for any reason whatsoever, they shall immediately notify AYIO Health and remove their listing on the Directory.
- 11.4.4. AYIO Health welcomes feedback from Users, and should AYIO Health receive any complaints regarding a Medical Professional listed on the Directory, AYIO Health may elect, in its sole discretion and without prior consultation with the Medical Professional, to remove the listing of the Medical Professional.

12. UPDATING OF THESE TERMS AND CONDITIONS

- 12.1 AYIO Health reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to all AYIO Health platforms.

13. LIMITATION OF LIABILITY

- 13.1. The AYIO Health platforms and all content on the platforms, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. AYIO Health makes no warranty or representation as to the availability, accuracy or completeness of the content. AYIO Health shall not be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the AYIO website or any functionality thereof, or of any linked mobile applications or digital interfaces. Any translations powered by automated tools are provided 'as is' without warranty of accuracy.
- 13.2. Neither the User or any other person shall have any claim against AYIO Health for any direct, consequential, incidental, indirect or special loss or damages, including, without limitation, business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of the Services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if AYIO Health was negligent. To the extent permitted by

law, AYIO's total liability to you shall not exceed the amount you have paid to AYIO in the preceding 12 months, or R1,000 if no payment was made.

- 13.3. AYIO Health therefore does not guarantee that (i) the AYIO website; (ii) the information, content, tools or materials included on the AYIO website; (iii) AYIO Health's servers; or (iv) that any electronic communications sent by AYIO Health will be free from viruses or other harmful components. AYIO Health will not be liable for any damages of any kind arising from any User's use of the AYIO Health platforms, the Services or from any information, content, tools or materials included on or otherwise made available to the User through the AYIO platforms, including for direct, incidental, punitive and/or consequential damages.
- 13.4. Although AYIO Health is committed to providing Users with the best possible Service, AYIO Health shall not be responsible for:
 - 13.4.1. any of the events described in this clause 11;
 - 13.4.2. any actions or omissions by the User that result in a breach of the provisions of these Terms and Conditions;
 - 13.4.3. any links to other websites, mobile applications or digital interfaces from the AYIO Health platforms (such as Medical Professionals). The User also acknowledges that AYIO Health cannot control the content of or the products offered on any third party websites, mobile applications or digital interfaces of Medical Professionals or other third parties;
 - 13.4.4. a denial of access to the AYIO platforms or the Services, should AYIO Health believe or have reason to believe that the User is conducting activities that are illegal, abusive, would attack the integrity of the AYIO platforms or put AYIO Health in disrepute; or
 - 13.4.5. the User's reliance on any of the Services, information, content, tools or materials that the User obtains or gains access to from the AYIO platforms.
- 13.5. The User expressly acknowledges and agrees that any information included on the AYIO platforms or provided through the User's use of the Services, should not to be regarded as either medical advice or a medical product in terms of the South African Health Products Regulatory Authority ("SAHPRA") or HPCSA.
- 13.6. The User acknowledges and agrees to the following pertaining to the Services, information, content, tools or materials that are made available to the User through the AYIO platforms:

- 13.6.1. That AYIO Health is not a licensed medical provider and is not diagnosing, examining, or treating medical conditions of any kind. The Services provided by AYIO health through the AYIO platforms are merely educational, informative, or a facilitation of medical advice from licensed Medical Professionals.
- 13.6.2. The User expressly agrees to indemnify and hold harmless AYIO Health from any and all liability connected with the User's use or reliance on the Services, and will not institute action for any claims, actions, injuries, damages, or losses associated with such reliance on, and use of the Services provided through the AYIO platforms.

14. GOVERNING LAW

- 14.1. The AYIO platform is controlled, operated and administered by AYIO Health within the Republic of South Africa.
- 14.2. Any dispute arising from these Terms shall be resolved through binding arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA). You waive the right to participate in class actions. Any claim must be brought within one year after the cause of action arises.
- 14.3 These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the any High Court with jurisdiction for purposes of resolving any dispute in connection with the use of AYIO platforms. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.
- 14.4. These Terms and Conditions constitute the entire agreement between AYIO Health and the User with regard to the use of the Services, information, content, tools and, or materials made available to the User through the AYIO platforms.

15. USE OF THE AYIO PLATFORMS AND THE SERVICES

- 15.1. The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the AYIO platform's contents.
- 15.2. AYIO Health reserves the right to make any changes or modification, as well as discontinue any aspect of the AYIO platforms, its content and/or

the Services offered by or through AYIO Health at any time and without prior notice to the User. No such change, suspension, modification or discontinuance shall entitle the User to any refund or compensation, or give rise to any liability whatsoever.

- 15.3. The User agrees that it will only use the AYIO platforms in accordance with these Terms and Conditions, including any terms and conditions incorporated herein by reference.
- 15.4. The display of content via the AYIO platforms may differ depending on the Device the User is using to use the AYIO platforms or access the Services.
- 15.5. Any and all content published on the AYIO platforms reflects the views of the author and does not necessarily constitute the official opinion of AYIO Health unless expressly stated otherwise.
- 15.6. The User may not post content on the AYIO platforms that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive, pornographic or profane language.
- 15.7. If the User chooses or is provided with identification codes, usernames, passwords or any similar form of identification information as part of the AYIO platforms' security systems, such User must keep this information secret and confidential and not allow anyone else to use it. The User shall be responsible for all access to the AYIO platforms with the User's user username and password. When the User's username and password has been used in order to gain access to the AYIO platforms, AYIO Health shall be entitled to assume that such use and all related communications emanate from the User. AYIO Health shall not be liable for any loss or damage arising from unauthorised use of the User's Personal Information. The User shall be obliged to immediately, after becoming aware of any other person's unauthorised access to the User's account or profile, log out of the AYIO platforms to prevent anyone else from using the AYIO platforms or gaining unauthorised access to the User's account or profile.
- 15.8. In the event that the User becomes aware of a breach of the confidentiality of the User's Personal Information or the interference with the lawful processing of said User's Personal Information, the User must immediately communicate this to AYIO Health in writing. The compromised User's account, profile, access and use of the AYIO

platforms will be deactivated as soon as reasonably possible and a new username and password will be issued to the User. AYIO Health may, at its sole and absolute discretion and for any reason, require the User to change the User's user identity and password at any time.

- 15.9. Standard data charges may be levied by the relevant data service provider when the User accesses the AYIO platforms or downloads the AYIO App to its Device.
- 15.10. AYIO Health reserves the right to occasionally restrict the User's access and/or use of the AYIO platforms and/or Services to carry out repairs, maintenance or to introduce new functionality and/or Services. AYIO Health does however endeavour to keep any disruption in the use of the AYIO platforms to a minimum.
- 15.11. The User agrees not to:
 - 15.11.1. use the AYIO platforms or the Services to process Personal Information of third parties, however should this be the case, for instance when a User refers third parties to AYIO Health, such User warrants that he/she/they have procured the required consent from such third party to do so;
 - 15.11.2. violate the privacy of any person in order to, or attempt to, gain unauthorised access to the AYIO platforms and/or the Services through the AYIO platforms, including, but without limitation through hacking, password mining or any other means;
 - 15.11.3. use the AYIO platforms or the Services to engage in any illegal or unlawful activity; and
 - 15.11.4. employ automated electronic or mechanical processes designed to negatively affect the performance of the AYIO platforms and AYIO Health's provision of the Services associated with the AYIO platforms.
- 15.12. Should the User engage in any of the aforementioned activities, or breach any of the provisions of these Terms and Conditions, AYIO Health shall be entitled, without prejudice to any other rights it may have and without prior notice to the User:
 - 15.12.1. suspend the User's access to and use of the AYIO platforms and/or the Services; and/or

- 15.12.2. terminate this agreement and recover all costs incurred by AYIO Health, including, but without limitation, legal costs on an attorney and own client basis.

16. COPYRIGHT

- 16.1. All content made available on the AYIO platforms (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to AYIO Health, whether a registered Trademark or not, or is alternatively used pursuant to a licensing agreement concluded between AYIO Health and the third party proprietor of such content.
- 16.2. Any unauthorised use, alteration or dissemination of the information or content published on the AYIO platforms is strictly prohibited.
- 16.3. The User expressly acknowledges that no content or information displayed on the AYIO platforms may be regarded or construed as granting any licence or right to any third party, including the User, to use any trademark without AYIO Health's prior written consent and approval.
- 16.4. Although AYIO Health has deployed reasonable technical and organisational measures to protect the information on the AYIO platforms from time to time, the User acknowledges that AYIO Health cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of the AYIO platforms.
- 16.5. Any Third Party Service Provider consents to the display of its name, logo and other Intellectual Property on the AYIO platforms for the purposes of identification.
- 16.6. Any other Intellectual Property of the Third Party Service Provider uploaded to the AYIO platforms will remain the property of that Third Party Service Provider.
- 16.7. Where the Third Party Service Provider promotes AYIO Health, it will use approved marketing content.

17. COMPLIANCE WITH SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002

- 17.1. In compliance with section 43 of the Electronic Communications and Transactions Act, 2002, AYIO Health draws your attention to the following information relating to it:
 - 17.1.1. Full name and legal status: AYIO Health (NPC)

- 17.1.2. The registration number: 2025/033139/08
- 17.1.3. Website address and e-mail address: www.ayio.org E-mail: support@ayio.org
- 17.1.4. Physical address and telephone number: Area 8 Danganya, uMgababa, Amanzimtoti (031) 905-3838
- 17.1.5. A description of the main characteristics of the Services offered by AYIO Health: Mobile and Web-based Application for education on women's reproductive health.
- 17.1.6. The security procedures and Privacy Policy in respect of processing Personal Information: All Personal Information processed by AYIO Health in accordance with the provisions of AYIO Health's Data Protection and Privacy Policy available on its website at www.ayio.org.

18. SUPPORT

18.1. Should you require any support with use of the platforms please contact support@ayio.org.