

Website Terms of Use

1. Introduction

These are the general terms of the relationship between you (the website visitor) and us (the website owner). The terms cover all use of this website. You agree to be legally bound by the terms by visiting and using this website. Please review all the terms regularly. Please do not use the website if you do not agree to the terms.

2. Definitions and interpretation

2.1. *Definitions.* In the agreement:

terms means the terms, consisting of:

- these terms of use;
- terms of service, privacy policy, refund policy, and security policy and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed between the parties, (including any that may be applicable to a specific section or module of the website);

we, us, or our means our organization, The Medical Community (Pty) Ltd, the owner of the website, **Memorability.co**. It includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability;

you or your means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor.

2.2. *Interpretation.* If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as terms of service, privacy policy, or security policy apply to a specific sections of the website or have been specifically agreed between you and us.

3. Use of this website

3.1. *Licence.* We grant you a limited licence to use this website.

3.2. *Breach.* We may cancel your licence if you breach any of these terms.

3.3. *Framing and linking.* You may not frame this website or any of its pages. You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any

rights in our website or intellectual property, unless we have given you written permission to do so.

- 3.4. *Virtual agents.*** You may not use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this website, unless we have given you permission to do so.

4. Website content

- 4.1. *Information purposes only.*** The content on this website is presented for information purposes only and nothing contained in this website is intended to be advice or medical consultation, or to replace clinic skills. The information contained on this website is not intended to replace or substitute professional medical advice and is for general informational and educational purposes. The information does not relate to any particular individual or individuals and under no circumstances should any user rely on the information for purposes of any treatment or medical advice.

- 4.2. *Consult a healthcare professional.*** If you require any medical advice or treatment, please consult a relevant medical practitioner or other qualified healthcare professional to suitably diagnose any ailments or diseases and prescribe the relevant treatment.

5. Capacity

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet, but have permission from your parent (or legal guardian) to do so.

6. Accurate information

You promise that you will only give accurate information to us and this website.

7. Intellectual property

- 7.1. *Ownership.*** Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third party licensor. All moral rights are reserved.

- 7.2. *Trade marks.*** All our trade marks are our property and you may not use them without our permission. They are clearly marked. All other trade marks are their respective owners' property. Some of the content on our website (such as the content in articles) is protected by a Creative Commons licence. We have been granted the Creative Commons licence to use this content, subject to certain restrictions. Articles that are under a Creative Commons licence are appropriately crediting the copyright holder, and are clearly referenced as such. For more information, please visit: <https://creativecommons.org/licenses/by/4.0/>.

7.3. **Restrictions.** You may not change, hire out, reverse engineer, or copy this website without our permission.

8. Limits to our liability

8.1. **Own risk.** You use this website at your own risk and we make no warranties about it. We do not warrant, hold out or represent that any services, or materials offered on this website to users will be accurate, reliable, or perform the functions it was intended to. You should not rely on any service provided on this website and should always independently verify any information or confirmation contained on this website.

8.2. **Indemnity.** You indemnify us against any liability related to your use of this website. We are not liable for any losses, damage, or illnesses resulting from your use of the website or our content.

8.3. **Faults.** We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

8.4. **Direct damages limited.** If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.

8.5. **Indirect damages.** We will never be responsible for any indirect damages.

8.6. **Other websites.** We are not responsible for anyone else's website.

9. General

9.1. **Entire agreement.** The terms are the entire agreement between the parties on the subject.

9.2. **Changes to website.** We may change or stop publishing this website, and there may not be notification of such changes. We will not be responsible for any consequences.

9.3. **Changes to terms.** We may change any terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

9.4. **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.

9.5. **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.

9.6. **Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.