

# PREPAID HEALTH

Terms and conditions





## A. General terms and conditions of use

### 1. Definitions

1. In this user agreement, the terms below have the following meanings:
  - a. **“Active Rewards”** means the benefit and incentive mechanism launched by Discovery Vitality, aimed at incentivising participants for achieving personalised behavioural goals with the view of attaining positive outcomes, which affords participants an opportunity to redeem their loyalty points to obtain various rewards (in the case of Discovery Prepaid Health, this is through the Vitality Active Rewards mall).
  - b. **“Clickatell”** means Clickatell (Pty) Limited, registration number 2000/013534/07, a private company registered in the Republic of South Africa.
  - c. **“Discovery apps”** means the Discovery Prepaid Health platform and any online application software that is provided by or is connected with Discovery, for purposes of the Discovery Prepaid Health platform, that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.
  - d. **“Discovery Miles”** means the loyalty points used as a mechanism of incentivisation to (i) reward eligible members when transacting with their qualifying Discovery Bank product and (ii) reward Vitality members for reaching their Active Rewards goals. This is subject to the Discovery Miles terms and conditions, which can be found on the Discovery website.
  - e. **“Discovery Prepaid Health Balance”** or **“prepaid balance”** means the monetary value you have loaded into your Discovery Prepaid Health profile to fund your access to healthcare services in the Discovery Prepaid Health services.
  - f. **“Discovery Prepaid Health platform”** means the virtual agent service available to you to use on your mobile devices by means of WhatsApp, subject to these terms and conditions.
  - g. **“Discovery Prepaid Health Network”** means the list of healthcare providers contracted to provide healthcare services as outlined in Discovery Prepaid Health services.
  - h. **“Discovery Prepaid Health services”** means the prepaid healthcare services, provided on the Discovery Prepaid Health Platform, funded by your Discovery Prepaid Health balance. The specifics of these services are outlined on the Discovery Prepaid Health platform.
  - i. **“Discovery Prepaid Health voucher”** or **“voucher”** means a prepaid voucher, with its monetary value stipulated thereon, which is loaded into your Discovery Prepaid Health balance and which entitles clients, including Vumatel Clients, to receive any healthcare service in the Discovery Prepaid Health services to the extent of the monetary value of the prepaid voucher. For avoidance of doubt, the voucher is not refundable but any unused portion thereof may be retained in your Discovery Prepaid Health balance for redemption when needed.
  - j. **“Discovery Vitality”** or **“Vitality”** means Discovery Vitality (Pty) Ltd, with registration number 1999/007736/07, a company registered in accordance with the laws of the Republic of South Africa and a subsidiary of Discovery Limited.
  - k. **“EHR”** means electronic health records, which is an electronic version of a patient’s medical history, that is maintained by the healthcare providers over time on HealthID 2.0, it includes clinical information relating, but not limited to:
    - All the key administrative clinical data relevant to that patient’s care under a particular healthcare provider, including demographics, progress notes, problems, medications, vital signs, past medical history, immunisations, laboratory data and radiology reports.
    - The Chronic Illness Benefit (CIB), which provides cover for a specified list of chronic conditions.
    - Claims data relating to healthcare events including medication, pathology, radiology and radiography, hospitalization, procedures and consultations.
  - l. **“Personal information”** means information relating to you or any other living person or existing legal entity, including but not limited to:
    - Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth of the person.
    - Information relating to the education or the medical, financial, criminal or employment history of the person.
    - Any identifying number, symbol, email address, physical address, telephone number or other assignment to the person.
    - Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.
    - The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided



that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

- m. **"Site"** means collectively our websites and the Discovery apps and our WhatsApp account. **"Vumatel"** means a fibre-to-the-home infrastructure provider that supplies high-speed fibre optic connectivity to homes in South Africa. Vumatel is incorporated and registered in the Republic of South Africa under the registration number 2014/138808/07. Vumatel installs and operates an open access fibre network.
- n. **"Vumatel clients"** means the clients that are using the Vumatel platform who want to access Discovery Prepaid Health vouchers.
- o. **"We", "us", "our" and "Discovery"** means Discovery Health (Pty) Ltd being a subsidiary of Discovery Limited (being the holding company of the Discovery Group of Companies), all its affiliates and subsidiaries and any developers that Discovery may employ from time to time.
- p. **"Website"** means any internet website with a URL that is validly registered to Discovery.
- q. **"WhatsApp"** means the American startup, freeware and cross-platform messaging and voice-over-IP service owned by Meta Platform. It allows users to send text messages and voice messages, make voice and video calls and share images, documents, user locations and other media.
- r. **"You" and "your"** means the Vumatel Clients who is also the user of the site.

## 2. Conditions of access

- 1. Discovery, through its service provider Clickatell, provides you with the option of interacting with an artificial intelligence agent using WhatsApp in order to obtain information and assistance regarding products and services provided to you by us.
- 2. Your access to, and use of, the site is subject always to the community guidelines and terms and conditions set out in this user agreement.
- 3. To avoid any confusion, you agree these terms and conditions applies to your use of:
  - a. The website
  - b. Any Discovery Apps
  - c. Any third-party website or mobile application licensed to us, including but not limited to WhatsApp
- 4. Regardless of the platform, gateway, portal or mode of access you use to install, download or access the site. Your cellphone provider may, depending on the type of contract you have, charge you for accessing the site or for any usage of the site (such as data charges, SMS charges). Discovery cannot be held responsible for these charges.

## 3. Your acceptance and consent

- 1. By using the site, you expressly agree to the terms and conditions of this user agreement and you consent to sharing your personal information with us on the site. If you do not agree to all these terms and conditions, please do not continue to use the site.
- 2. When you install or download the Discovery apps, you may be required to accept the terms and conditions or the end-user licence agreement (collectively an EULA) of a third-party supplier or vendor. While the EULA is independent from these terms and conditions and establishes a separate legal relationship, which you are bound by, you agree that the EULA is part of this user agreement and will apply to your use of the Discovery apps.
- 3. You agree that this user agreement applies to any information accessed via the site, and to all sections of the site.
- 4. You may provide Discovery with any personal information of a third party, provided that you have informed the third party that you will be sharing their personal information with us and the third party has consented thereto. By using the site, registering or applying online for any Discovery products or services, or contacting Discovery electronically on behalf of a third party, you warrant that you have obtained the required consent from such third party to share the personal information of the third party with us. This user agreement and the privacy policy as set out in Section B below, will apply to the personal information of a third party as provided by you.

## 4. Changes to this user agreement

- 1. We may change the terms and conditions of this user agreement from time to time. We recommend that you familiarise yourself with this user agreement regularly.
- 2. The current version of this user agreement will apply each time that you access and use the site.

## 5. Your account

- 1. If you use the site, you must keep your access details (including, your username and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password. You are only permitted to use one account. If you use more than one account, we could delete all access.
- 2. Once you've logged in to the site once, certain information, functionalities and other features of the site will be accessible the next time you access the site without having to re-enter your password. If you prefer to enter your password every time you access the site, you can change the setting in the menu option.
- 3. Discovery may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.





4. You agree that the following actions shall be material breaches of these terms and conditions:
  - a. Signing in as, or pretending to be, another person.
  - b. Transmitting material that violates or could violate the intellectual property rights of others or the privacy of others.
  - c. Using interactive services in a way that is intended to harm or could result in harm to you or to other users of the site or
  - d. Gathering information about others without obtaining their prior written consent.
5. You also agree that any use of your access details shall be regarded as if you were the person using such information.
6. Please note that the username you choose is permanent and can only be amended at Discovery's discretion.
7. Discovery may determine certain requirements that you will need to meet when choosing a username or password. These requirements may be changed from time to time, and you may be required to update your credentials.
6. **Full disclosure of all relevant facts and benefit entitlement**
  1. Discovery might need certain personal information, electronic health records (her) and financial information, including but not limited to credit or debit card information, from you. It is in your best interest to keep this information current and accurate.
  2. You guarantee that all information provided by you at any time to Discovery on or via the site, will be true, accurate, current and correct and you undertake to update the information as and when required.
  3. You guarantee that you have fully disclosed all facts and agree that this user agreement or any transactions related to this user agreement will be void if you do not meet this requirement.
7. **Prepaid Health**
  1. A Prepaid Health voucher may be used to obtain any Discovery Prepaid Health service available on the Discovery Prepaid Health platform. Once a Prepaid Health voucher is purchased, you must upload it to the Discovery Prepaid Health platform at which point it will be added to your Discovery Prepaid Health balance. You may then redeem the value of your Prepaid Health voucher to obtain any of the Discovery Prepaid Health services, which currently include:
    - R300 GP + meds: This covers a face-to-face consultation with a GP in our network and medicine as the doctor prescribes and provides.
    - R180 online GP: This covers you for an online consultation with a GP in our online GP network, as well as a prescription for medicine.
  2. The list of Discovery Prepaid Health services may be extended or amended by Discovery from time to time.
  3. Prepaid Voucher values may be redeemed at any healthcare provider in the Discovery Prepaid Health Network.
8. **Electronic communication and records**
  1. When you visit the site or send emails to us, you accept that we can communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.
  2. Any electronic communication (for example, an email or SMS) sent to you will be regarded to have been received by you upon being sent by Discovery. This includes mobile push notifications as well as monthly SMS tips on health and wellbeing.
  3. If you are a registered user of the website, you will receive communications from us via email. If you do not want to receive emails from Discovery, you may change the way you receive your communication on the website, or you can phone our contact centre.
  4. Discovery takes all reasonable steps to protect your personal information and EHR and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
  5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.
9. **Copyright**
  1. All content made available on the site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) belongs to Discovery, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the site is the exclusive property of Discovery and is protected by South African and international copyright laws.
  2. Except if permitted under this or another agreement with Discovery, no portion of the site may be copied or transmitted via any means available now or in the future.
  3. Any unauthorised use, alteration or dissemination of the information or content on the site is prohibited.
  4. You agree that if you breach the terms of this clause 9, Discovery will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. Discovery will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
  5. Nothing on the site should be regarded as granting any licence or right to use any trademark without Discovery's prior written permission and/or that of any third party.



6. Discovery tries to ensure that the most sophisticated technology protects the information on the site. However, Discovery 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 the site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

#### 10. Disclaimer

1. The site and all information, content, tools and materials are provided by Discovery on an “as is” and “as available” basis, unless we inform you in writing.
2. Discovery does not guarantee the operation of the site or the information, content, tools or materials on the site. You agree that you use the site at your own risk.
3. Discovery does not guarantee that (i) the site; (ii) the information, content, tools or materials included on the site; (iii) the Discovery servers or (iv) any electronic communications sent by us are free from viruses or other harmful components. Discovery will not be liable for any damages of any kind arising from your use of the site or from any information, content, tools or materials included on or otherwise made available to you through the site, including for direct, incidental, punitive and/or consequential damages.
4. We are fully committed to providing you with the best possible service. However, we are not responsible for:
  - a. Any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest or any other cause beyond the reasonable control of Discovery or
  - b. Any inaccurate, incomplete or inadequate information obtained from the site supplied by you.
5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:
  - a. Any of the events described in this paragraph or the paragraphs above
  - b. Your actions or omissions that result in a breach of this user agreement
  - c. Any links to other websites from the site. You also acknowledge that we cannot control the content of or the products offered on those websites
  - d. A denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Discovery in disrepute or
  - e. Your reliance on any of the information, content, tools or materials that you obtain from the site.
6. It is very important that you acknowledge and understand that the information included on the site should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with your financial adviser should you require any financial services or financial products.
7. To the extent that clinical information may be provided on the site, it is based on best practice and on current recommendations and guidelines. These obviously change from time to time. The information provided should by no means replace the advice of a registered healthcare provider. You should not discontinue any treatment you may be receiving on the basis of information reflected on this site without first consulting your healthcare provider. You should also seek professional advice immediately should any symptoms you may be experiencing persist.
8. Once a Discovery Prepaid Health voucher has been uploaded onto the Discovery Prepaid Health platform, the money cannot be withdrawn from the Discovery Prepaid Health platform for other services. Notably, your Discovery Prepaid Health balance does not expire.
9. Your Discovery Prepaid Health balance can only be used to redeem healthcare services at a provider in the Discovery Prepaid Health Network.
10. Vouchers are valid for three years from date of issue. Once the voucher is redeemed on the Discovery Prepaid Health platform, your Discovery Prepaid Health balance reflects the monetary value of the voucher and this balance does not expire. Discovery takes no liability if a voucher pin is lost, stolen or destroyed before being redeemed.
11. Please note that you are responsible for ensuring that all details entered on the Discovery Health Prepaid platform are correct. Discovery does not take any responsibility for funds lost due to vouchers sent to incorrect contact details after the confirmation process. These transactions cannot be reversed.
12. If vouchers that are sent to a third party through Discovery Prepaid Health platform’s sending functionality are not redeemed on the Discovery Prepaid Health platform in 30 (thirty) days, the sent amount will be credited back to the sender’s Discovery Prepaid Health balance. This reversal may take five to seven business days to reflect.
13. Where applicable, vouchers that are redeemed through the Vitality Active Rewards mall with Discovery Miles are subject to these same terms and conditions that are also applicable to vouchers purchased through other retailers. These vouchers purchased with Discovery Miles are further subject to the terms and conditions provided on the Vitality Active Rewards mall.

#### 11. Indemnity

1. While Discovery makes every effort to ensure that the content and information on the site is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the site or whether they are complete accurate or appropriate.



2. You agree to fully indemnify Discovery, its directors, and employees, the board of trustees of the scheme and the employees of the scheme and will not hold us responsible for any claim relating to your use of the site.
  3. You agree to fully indemnify Discovery, its directors and employees, the board of trustees of the scheme and the employees of the scheme, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the site and agree that we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
  4. You agree that all information, including products and services or any terms or conditions relating to them, on the site may change. Discovery will notify you of the important changes within a reasonable time.
  5. You agree that any calculations made on the site, (including any relating to your health) are estimates and are meant as guidelines only.
  6. Discovery is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
  7. All products and services provided on the site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
  8. You accept that some of the information, content, tools or materials on the site come from external sources (including independent practitioners in the health and wellness industry) and you agree that Discovery is not responsible, and will not be held liable, for any information or content, received from these external sources.
  9. You agree to fully indemnify Discovery, its directors and employees, the board of trustees of the scheme and the employees of the scheme, and will not hold us responsible for your breach of your warranty as stated in clause 3.4 above. You agree that we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from the third party whose personal information you provided to us.
- 12. Phishing and spoofing**
1. If you receive an unsolicited email that appears to be from Discovery and that requests you to provide personal information (such as your credit card number, username or password) or that asks you to verify or confirm your Discovery information by clicking on a link, it is most likely that the email was sent by a phisher or spoofer.
  2. Discovery will never ask for this type of information in an email and we strongly recommend that you **do not** respond to these emails and that you **do not** click on the link. Responding to phishing places you and your personal information at risk. Discovery cannot be responsible for any consequences resulting from your response to any email sent by a phisher or a spoofer.
- 13. Linking to third-party websites**
1. The website and WhatsApp platform may contain certain images and links to other third-party websites with information, content or material produced by other parties. These linked third-party websites are not under the control of Discovery and Discovery is not responsible for the information, content or material on any linked website. It includes all links contained in the linked website and all changes or updates to the linked website.
  2. Discovery is providing these links to you only as a convenience and you agree that the inclusion of links does not imply an endorsement by Discovery of the linked website, their business or security practices, or any association with its operators.
  3. Discovery may employ the services of third parties from time to time to assist with the hosting and management of certain services and aspects of the site. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.
  4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.
- 14. Applicable law**
- By accessing and using the site, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute that may arise from this user agreement.
- 15. General provisions**
1. The headings of the clauses in this user agreement are provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.
  2. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.
  3. No failure or delay by Discovery to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.



## B. Privacy policy

When you engage with Discovery, you are entrusting us with your personal information. We are committed to protecting your right to privacy and keeping your information safe. Our Privacy Statement tells you how we collect, use, and share your personal information, including personal information about your spouse, employees, dependants, beneficiaries and insured persons, where applicable.

You can view and read our Privacy Statement on our website by following this path:

1. Go to [www.discovery.co.za](http://www.discovery.co.za).
2. Scroll to the bottom of the screen.
3. Under **ABOUT US**, click on the **Privacy** link.

By signing this application form and its annexures, you confirm that you understand and agree to the terms and conditions of the contract and our Privacy Statement.

### 1. What do we mean by personal information

Personal information refers to information that identifies or relates specifically to you, for example, your name, age and identity number or any information you use to register for the website and on WhatsApp. Any information about your health and wellness interests, your lifestyle, your eating habits and nutrition, your exercise regime and all related information will also be regarded as personal information.

### 3. How we collect your personal information

Whenever you use the site, complete an application form, contact Discovery electronically or use one of the products, services, facilities, tools or utilities offered by Discovery on the site, Discovery will collect your personal information. Personal information may also be collected from Vumatel.

### 4. Why we collect and use personal information

1. To make your use of the site and the products, services, facilities, tools or utilities offered on the site as informative and successful as possible, it is necessary for Discovery to find out exactly what you need and want.

The following are some of the reasons why Discovery would collect your personal information:

- a. For Discovery to process your instructions or requests.
  - b. For Discovery to ensure that we meet your needs, Discovery may collect and analyse your personal information and combine all the information that we have about you for research and statistical purposes. We may also use your personal information to personalise and tailor our services to meet your needs.
  - c. Once Discovery has collected and analysed your personal information, in the context of the sale of a product or service to you, Discovery may send you promotional material or details that we think may be of interest to you. You may opt out of electronic marketing on [www.discovery.co.za](http://www.discovery.co.za) or on the Discovery app. We will store your personal information to action this request and action it as soon as reasonably possible.
  - d. To conduct market research.
  - e. To conduct academic research that may be used to evaluate and improve Discovery's product offerings. You are advised that information may be shared with third parties, such as academics and researchers. All such information collected will be kept strictly confidential and all data will be depersonalised to the extent possible and where appropriate. No personal information will be made available to a third party unless such third party has agreed to abide by strict confidentiality protocols. If we publish the results of this research, you will not be identified by name.
  - f. To communicate with you in respect of the Discovery services that you have signed up for.
  - g. For Prepaid Health to communicate with any third parties:
    - i. To whom you transferred a voucher or
    - ii. To whom you requested that we transfer a voucher to or f
    - iii. From whom you have received a voucher.
2. Your privacy is important to us and we will, therefore, not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent. If at any stage after you have given Discovery your consent, you no longer want Discovery to use or share your personal information, you may withdraw your consent.
  3. You agree that we may transfer your personal information outside South Africa:
    - a. If you give us an email address that is hosted outside South Africa or
    - b. To administer certain services, for example, cloud services.

### 5. Protection of your personal information

1. Discovery values the information that you choose to provide and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The information Discovery has concerning Discovery clients is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.



2. When you use the products, services, facilities, tools or utilities provided by Discovery on the site, you may be given an access number, username, password and/or personal identification number (PIN). You must always keep your username, access card, password and/or PIN a secret and ensure that you do not disclose it to anyone.
6. **Access to and correction of personal information**
  1. If you ever want to update or correct any of your personal information held by Discovery, you can complete the *Request for Deletion or Correction of Information* form available on the Discovery website at [www.discovery.co.za/corporate/privacy](http://www.discovery.co.za/corporate/privacy).
  2. You have the right to know what personal information Discovery holds about you. If you want to receive a copy, please complete a form called an *Access Request Form* and specify the information you would like. This form is available on the Discovery website at [www.discovery.co.za/corporate/privacy](http://www.discovery.co.za/corporate/privacy). We will take all reasonable steps to confirm your identity before providing details of your personal information. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.
7. **Personal information held by or disclosed by you or Discovery to a third party**
  1. Because Discovery is not responsible for any representations or information or warranties or content on any third-party website (including third party websites linked to this website, websites facilitated by us or websites that serve as social networks, like Facebook or Twitter), Discovery does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.
  2. Discovery may enter into arrangements with its partners and other third-party suppliers in order for them to provide services to you. Those arrangements may require us to disclose your personal information to them, whether in person or by means of an application or the Discovery apps. You hereby consent to Discovery disclosing your personal information to those partners and third parties for this purpose and the purposes mentioned in this privacy policy. If at any time after you have given Discovery your consent, you no longer want to have your personal information disclosed to these partners or third parties, you may withdraw your consent.
8. **Cookies and online advertising**
  1. Discovery uses cookies. We use the word 'cookie' to refer to information that is sent from the site to your hard drive, where it is saved. [Discovery's cookie policy is available here.](#)
  2. Discovery engages third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about Discovery customers to help us understand the offers, promotions, and types of advertising that are most appealing to our customers. The personal information they collect is aggregated and cannot be linked to a person.
  3. Third-party vendors, including Google and DoubleClick, show Discovery ads on sites on the internet.
  4. Third-party vendors, including Google and DoubleClick, use cookies to serve ads based on a user's prior visits to Discovery's website.
  5. Users may opt out of Google and DoubleClick's use of cookies by visiting the Google advertising opt-out page or by visiting the Network Advertising Initiative opt-out page.
9. **Changes to this privacy policy**
  1. Discovery may amend this privacy policy from time to time. We will give you notice of any material changes within a reasonable time. However, we recommend that you familiarise yourself with this privacy policy regularly.
  2. The current version of this privacy policy will govern the respective rights and obligations between you and Discovery each time that you access and use the site.
10. **Which laws apply to this privacy policy**

This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute that may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.
11. **Complaints**

If you believe that we have used your personal information contrary to this privacy policy, you have the right to lodge a complaint with the Information Regulator. However, we encourage you to first follow our internal complaints process to resolve the complaint or contact our information officer at [privacy@discovery.co.za](mailto:privacy@discovery.co.za). If, thereafter, you feel that we have not resolved your complaint adequately, please contact the Information Regulator.
12. **The contact details for the Information Regulator are:**

The Information Regulator (South Africa)  
JD House, 27 Stiemens Street, Braamfontein, Johannesburg 2001  
PO Box 31533, Braamfontein, Johannesburg 2017  
[POPIAComplaints@inforegulator.org.za](mailto:POPIAComplaints@inforegulator.org.za) or [PAIAComplaints@inforegulator.org.za](mailto:PAIAComplaints@inforegulator.org.za)





## C. Community guidelines

These community guidelines are complementary to, and should be read and understood together with, the general terms and conditions of use set out in Section A of this document.

1. You must be 18 years of age to register on this site, as the Discovery Prepaid Health Services are not intended to be purchased by minors (individuals under the age of 18). We require that minors do not submit any personal information to us. This includes submitting personal information to us as part of a user profile or personalisation profile. If you are a minor, we hereby encourage that you only use the Discovery Prepaid Health services platform to obtain primary healthcare services if you get guidance from or use it with your parents or guardians. By continuing, you confirm that you are not a minor and if you are a minor, you are being assisted by your parent or guardian.
2. As part of this community aspect, you may post your personal opinions, messages and ideas to the site and to the discussion forums available on the site.
3. However, you undertake not to post content to the site that may be illegal, defamatory, infringing, harassing, obscene, commercial advertising, personal marketing, profane, untrue, incorrect or harmful, or regarded by Discovery as inappropriate, and you accept that Discovery may remove this content from the site.
4. You are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content from the site to Discovery, and Discovery undertakes to correct and/or remove such content or any part thereof if it feels that it is appropriate to do so.
5. Discovery does not editorially control, filter or read your postings on the site on an ongoing basis, and you acknowledge and agree that Discovery shall not be responsible, in any way, for any user postings. You also agree to indemnify Discovery against any liability, claim, damage or loss of whatsoever nature that may result from your postings to the site.
6. You accept that the community aspect is integral to the site and to the Living Vitality concept and agree to respect and abide by these community guidelines at all times when accessing or using the site, and to interact and engage with fellow users with equal respect and dignity.
7. Please note that as a user of any of our community websites, you determine who will have access to your personal information when you invite them to view your profile. Discovery cannot be responsible for any consequences that may result from access that you may have provided to any individual.