

# TERMS AND CONDITIONS

## 1) Introduction

- This website can be accessed at [miahealthcare.co.za](http://miahealthcare.co.za) hereinafter referred to as “the website” and is made available by Mia Health Technologies (PTY) LTD with registration number 2021/832044/07 hereinafter referred to as “the Provider”, “we”, “us”, “our”.
- These website Terms and Conditions herein after referred to as “T&Cs” govern the ordering, sale and delivery of goods and services that may be ordered on this website.
- These T&Cs are binding and enforceable against each person hereinafter referred to as “you”, “your”, “user” that accesses or uses the website. By using the website and registering an account, you acknowledge that you have read and agreed to be bound by these T&Cs.
- By using the website in any way, you shall be deemed to have accepted all the T&Cs. If you do not agree to the T&Cs, you must not use this website.
- We reserve the right to amend or withdraw the T&Cs at any time. Any changes will take effect immediately and it is your responsibility to read the T&Cs each time you visit our website.
- These T&Cs apply to users who are consumers for purposes of the Consumer Protection Act, 69 of 2008 (the CPA) and so may limit the risk or liability of the Provider and/or its suppliers, create risk and liability for the user, compel use to indemnify the Provider and/or suppliers and serves as an acknowledgement by the user.

## 2) Registration and use of website

- Anonymous and registered users may book assessments and generate estimates on the website.
- To register as a user, you need to provide a unique username and password (hereinafter referred to as login details) and certain personal information.
- You agree and warrant that your login details will not be shared with any third party and will be kept secure.
- You agree that when the correct login details for your account have been entered, regardless of whether the use of login details is fraudulent or unauthorised, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these T&Cs.
- You agree to notify the Provider immediately upon becoming aware of or suspecting any unauthorised access or use of your login details and to take steps to mitigate any resultant loss or harm.

- You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of this website. In addition, you agree that you will not use any robot, spider, other automatic device or manual process to monitor, copy, distribute or modify the website or information contained herein without the written consent from the Provider.
- You may not display, publish, print, copy or post the information contained within the website without express prior written consent from the Provider
- You may not use the website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

### **3) Conclusion of Sale & Stock Availability**

- Registered users may place a request for dental services rendered which the Provider may accept or reject. Whether or not we accept an order, depends on the availability of stock, correctness of the information relating to the items, including price and receipt of payment for the items.
- The Provider will indicate acceptance of your order by delivering the items to you or allowing you to collect them, only at such point will an agreement of sale between you and the Provider take place. This is regardless of any communication from the Provider stating that your order or payment has been confirmed. The Provider will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.
- You may not cancel an order once payment has been made, you may return the items once you have received delivery in accordance with our Refund and Returns Policy.
- The Provider reserves the right to cancel the order for any reason on notice to you and without liability to you.
- You acknowledge that stock of all items on offer is limited and that pricing can change at any time without prior notice.
- Requesting an estimate quote or booking an assessment without completing and submitting the booking request does not constitute an order, and as such, services and products may be no longer available or the price thereof might change without notice to you. You cannot hold the Provider liable if such products are not available or are not available at the price when you complete or attempt to complete the purchase cycle at a later stage.
- As erroneous information and/or prices may occur on the website, you agree that the Provider cannot be held liable for any inaccurate information and/or prices published on the website. We will not under any circumstances whatsoever be obligated to sell a product at such erroneous price. Please inform us of any errors by send us an email using the contact form on the website, or contact us telephonically using the contact numbers listed on the web page.

### **4) Delivery**

- The Provider offers two methods of delivery of products to you. You may elect delivery via:
  - Collection
  - Delivery
- Where it accepts your order, the Provider will deliver the goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment. We will notify you if we are unable to deliver during that time. You may then, within 14 (fourteen) days of receiving such notification, elect whether to cancel your order. If you elect to cancel your order, we will refund you the purchase price.
- We reserve the right to verify the identity of any purchaser or the payment method used.
- Risk in the products shall pass to you or your authorised representative upon delivery.
- For more information about delivery, please see our Shipping and Delivery Policy.
- The delivery fees are subject to change at any time without prior notice.

## **5) Payment**

- We accept payments via credit card, debit card, EFT.
- You can find more information on the payment methods in our FAQs which are incorporated into these T&Cs by reference.
- We will debit the total value of your order against the payment card tendered by you during the POS process.
- By submitting your order, identity number and payment card details, you warrant that you are over the age of 18 (eighteen) and that you are fully authorised to make payment with the payment card and there are enough funds available to pay for the order.

## **6) Deals and discounted items**

- From time to time we may offer certain items at discounted prices as part of a seasonal deal. These will be subject to certain conditions (as stipulated on the website), which define the scope of the deal. If you buy within the scope you will pay the discounted price for that product/item.
- However, if you buy a product in a manner that falls outside of the scope of a deal, then you will pay the then current, non-discounted, selling price for each product that falls outside the scope of the deal.
- We may offer bundle deals for sale as stipulated on the website. Each bundle will constitute of two or more products that we have combined into a single bundle. Any saving or discount resulting from purchasing a Bundle Deal instead of its component products separately may be applied to any of the component products individually in our sole discretion. The actual purchase price (after applying any applicable saving or discount) of each component product will be

communicated to you and reflected on your invoice. This is relevant to the amount that would be refunded to you, if you were to return any product in a Bundle Deal for a refund, in accordance with our Refunds and Returns Policy.

## **7) Cancellations**

- You are, in terms of section 44 of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") entitled to cancel, without reason and without penalty, your order for the products within 7 (seven) days of receipt of the products. In such an event, you will be liable, in terms of section 44(2) of the ECT Act, for the direct costs of returning the products, such as courier and/or shipping charges. Our goods provided are custom made to the specifications of each patient and hence forth you'll be unable to cancel or return after our manufacturing process has begun.
- You can find out more information on about cancellations in our Refunds and Returns Policy which is incorporated into these T&Cs by reference.

## **8) Copyright**

- The contents of this website, all materials, information, texts, images, graphics, and data are owned by the Provider. You will not acquire the right, title or interest in or to the website or its content thereof.
- Any unauthorised copying, reproduction, or distribution of the website's content is prohibited unless authorised by the Provider and will constitute an infringement of such copyright.

## **9) Availability and termination**

- We will use reasonable endeavors to maintain the availability of the website, except during scheduled maintenance periods, and are entitled to discontinue providing the website or any part thereof with or without notice to you.
- The Provider may in its sole discretion terminate, suspend and modify this website, with or without notice to you. You agree that the Provider will not be liable to you if it chooses to suspend, modify or terminate this website other than for processing any orders made by you prior to such time, to the extent possible.
- If you fail to comply with your obligations under these T&Cs, including any incident involving payment of the price of an order for any products, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the website without any prejudice to any claims for damages or otherwise that we may have against you.
- The Provider is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the website and/or have created multiple user profiles to take advantage of a promotion intended by the Provider to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and the Provider, in whole or in part, on notice to you. The Provider shall only be liable to refund

money already paid by you (see our Refunds and Returns Policy in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

- At any time, you can choose to stop using the website, with or without notice to the Provider.

## **10) Disclaimer**

- The use of the website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the website or reliance on any information on the website.
- Whilst the Provider takes reasonable measures to ensure that the content of the website is accurate and complete, we make no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the website or as to the accuracy, completeness or reliability of any information on the website.
- The Provider disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the website and/or any content therein unless otherwise provided by law.
- In addition to the disclaimers contained elsewhere in these T&Cs, the Provider also makes no warranty or representation, whether express or implied, that the information or files available on the website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of the Provider, its employees, agents or authorised representatives. the Provider thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the website

## **11) Information Disclosures**

Required in terms of Section 43 of the Electronic Communications and Transactions Act 25 of 2002 are as follows:

- Full name: Mia Health Technologies , a private company registered in South Africa with registration number 2021 / 832044 / 07
- Physical address: Mia Health Technologies (PTY) Ltd 1 Glynnville Terrace Gardens Cape Town 8001 South Africa

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- Director Detail: Zane Jason Stenning