



## ProfNet Client Subscription Agreement

This agreement serves to clarify the nature and extent of co-operation between ProfNet Medical (Pty) Ltd (“ProfNet”) and

Name \_\_\_\_\_

Practice name \_\_\_\_\_

Discipline \_\_\_\_\_

See attached ProfNet Medical (Pty) Ltd Client Subscription Agreement Terms and Conditions.

I, the undersigned Healthcare Professional (“Client”), undertake to complete the required questionnaires, and to assist ProfNet with healthcare support information and data monitoring procedures as established by ProfNet.

Where appropriate, and in agreement between ProfNet and the Client, the Client hereby gives consent to commercialise practice information relating to product utilisation data with the healthcare industry.

### PRACTICE & PERSONAL INFORMATION

Practice name <small style="color: green;">As you would like it to appear on official documents</small>		
Practice number (BHF no.)		
Email address <small style="color: green;">This will be your username when logging in, as well as where you will receive your confirmation email.</small>		
Contact numbers: <small style="color: green;">Please complete this field with your cell phone number as well as your practice telephone number</small>		
Title & Initials		
Name & Surname		
Identity no	SA ID / Passport	
Discipline		
Regulatory council number <small style="color: green;">HPCSA, AHPCSA, SANC, SACSSP, SADTC etc.</small>		
Practice address		Building/Unit:
		Complex/Estate:

	Street address:		
	Suburb:		
	City/Town:		Postal Code:
Postal address			
VAT number (if applicable)			

### PRACTICE ADMINISTRATION

Receptionist/Administrator Name			
Admin Contact details <small>Contact Number &amp; Email Address</small>			
Which practice billing software do you use?			
Do you submit your claims by EDI or paper?	<input type="checkbox"/> EDI	<input type="checkbox"/> Paper	<input type="checkbox"/> Both
Which electronic switching software do you use?			

### CREDIT CARD (POS) MACHINE

#### ONLY AVAILABLE TO PROFNET PLAN 3 SUBSCRIBERS

*Kindly note: ProfNet merely act as a referral channel between our Clients and the relevant merchant. The relevant bank will contact the Client directly. While ProfNet will attempt to expediate the process for the Client, the contract remains between the Client and the relevant merchant. Therefore, the Client will still be required to sign an agreement with the bank and follow the relevant bank's processes. All appointments and installations are managed by the relevant bank.*

Does your practice have a credit card machine (POS)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, would you like to apply for the ProfNet negotiated rates and rental with your relevant bank?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes:	Please indicate your current bank:	
Current merchant number:	<input type="checkbox"/> ABSA <input type="checkbox"/> Standard bank <input type="checkbox"/> FNB <input type="checkbox"/> Nedbank _____	
If No, would you like to apply for a POS machine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, indicate which bank you would like to apply with.	<input type="checkbox"/> ABSA <input type="checkbox"/> Standard bank <input type="checkbox"/> FNB <input type="checkbox"/> Nedbank	

## ProfNet Medical (Pty) Ltd Client Subscription Agreement Terms and Conditions

Agreement between ProfNet Medical (Pty) Ltd ("ProfNet") and the Practitioner ("Client").

### 1. INTERPRETATION

In this agreement:

- 1.1 Clause headings are for convenience and shall not be used in its interpretation;
- 1.2 Unless the context indicates a contrary intention, a term or expression which denotes any gender includes the other gender, a natural person includes a juristic person and vice versa and the singular includes the plural and vice versa;
- 1.3 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
  - 1.3.1 "agreement" means the agreement set out in this document together with any annexure hereto, which may be amended from time to time;
  - 1.3.2 "auditors" the auditors of ProfNet from time to time;
  - 1.3.3 "business day" any day other than a Saturday, Sunday or a public holiday in the Republic of South Africa;
  - 1.3.4 "Data Subject" means the person to whom personal information relates.
  - 1.3.5 "De-Identify" or "De-Identified" in relation to the personal information of the data subject, means to delete any information that –
    - 1.3.5.1 identifies the data subject;
    - 1.3.5.2 can be used or manipulated by reasonable foreseeable method to identify the data subject; or
    - 1.3.5.3 can be linked by reasonable foreseeable method to other information that identifies the data subject.
  - 1.3.6 "Group of Companies" means any legal entity or trust which is in any manner associated with ProfNet by any common ownership and or internal business relationship.
  - 1.3.7 "hardware platform" the Client's computer system or mobile device (laptop, tablet or smart phone) existing as at the date of use of ProfNet Services consisting, inter alia, of all hardware, as well as servers and workstations on which the Client operates;
  - 1.3.8 "intellectual property" all intellectual property of every nature whatsoever relating to ProfNet including the trademarks and ProfNet's right, title and interest in and to all trade secrets, logos, systems methods, marks, trade names, styles, insignias, design, patents and copyright relating to Services, whether registered or not;
  - 1.3.9 "service" the support services to be provided by ProfNet to the Client as set out in 8 and otherwise in terms of this agreement;
  - 1.3.10 "specifications" the specifications of the features and facilities of the software or services;
  - 1.3.11 "trademarks" any trademarks, marks, logos, designs and trade names owned and/or used by ProfNet, from time to time in relation to the software or services, whether registered or not;
  - 1.3.12 "Personal information" or "PI" shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a 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, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; healthcare information such as Funder and medical scheme information, procedure codes, diagnostic codes, 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 views or opinions of another individual about the person whether the information is recorded electronically or otherwise.
  - 1.3.13 "Process" or "Processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including –
    - 1.3.13.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
    - 1.3.13.2 dissemination by means of transmission, distribution or making available in any other form; or
    - 1.3.13.3 merging, linking, as well as restriction, degradation, erasure or destruction of information.
  - 1.3.14 "POPIA" shall mean the Protection of Personal Information Act 4 of 2013 as amended from time to time.
  - 1.3.15 "Responsible Party" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information. In this Service Agreement it refers to the Client.
  - 1.3.16 "Services" means the support, services and solutions that are offered by ProfNet as well as the Group of Companies to the Client and indirectly to the Client's patients (which Patient will also be considered a Data Subject in terms of POPIA in terms of this Agreement).
  - 1.3.17 "Systems" means the electronic or manual systems that are provided by the Group of Companies to the Client as Practice support and Practice management business planning.
  - 1.3.18 "user documentation" instruction manuals, user guides, training manuals and other information in respect to the use of the services and solutions as supplied by ProfNet to the Client, either in printed, electronic or machine readable form and as may be amended from time to time;
  - 1.3.19 "VAT" means value-added tax as levied in terms of the Value-Added Tax Act 89 of 1991 (as amended).

### 2. INTRODUCTION

- 2.1 ProfNet undertakes that it is the provider of Services
- 2.2 ProfNet has agreed to grant a non-exclusive and non-transferable user license to the Client to make use of the Group of Companies Services and to provide the support and maintenance services, on the terms and conditions set out herein.

### 3. GRANT OF LICENSE

ProfNet hereby grants to the Client a non-exclusive and non-transferable user license to use the Services for the duration of this agreement as per the terms and conditions set out herein.

### 4. DURATION

Subject to paragraph 13, this agreement shall commence on the signature date and shall continue thereafter for a 3-month period and thereafter for an indefinite period terminable by either party by giving not less than 30 (thirty) days written notice of termination to the other, which notice may be given at any time.

### 5. USER FEES AND PAYMENT

- 5.1 In consideration for the rights referred to in paragraph 3 and subject to paragraph 10, the provision of Services, the Client shall pay to ProfNet the monthly fees as set out in the Annexure – "PROFNET DEBIT ORDER AUTHORISATION FORM" hereto. The Client, by virtue of his signature to this agreement, authorises payment of the fees, by debit order, to ProfNet, as per the above debit order instruction.
- 5.2 All Fees are payable by debit order into ProfNet's bank account, on the first day of each month as follows:
  - 5.2.1 Subscription fees payable in advance in terms of this agreement.
  - 5.2.2 Any additional charges are payable in arrears in terms of this agreement.
- 5.3 All fees payable in terms of this agreement are inclusive of VAT.
- 5.4 All payments are made without deduction or set-off of any nature, free of exchange, bank charges or any other charges.
- 5.5 The Client shall not under any circumstances be entitled to withhold payment of any amount due under this agreement. In the event that the Client fails to make due and timeous payment of any amount owing to ProfNet under this agreement:
  - 5.5.1 Such amount shall bear interest at the prime rate plus 2% from the due date until payment thereof has been received by ProfNet in full. For the purposes of this clause, the "prime rate" shall mean the prime bank overdraft rate as charged by Standard Bank of South Africa to its corporate customers in respect of overdraft facilities, calculated and compounded monthly in arrears, as certified by any manager of such bank whose appointment it shall not be necessary to prove; and
  - 5.5.2 ProfNet shall be entitled, without prejudice and in addition to any other right or remedy that it may have in terms of this agreement (specifically paragraph 12) or by law, on 30 (thirty) days prior written notice to the Client, to immediately suspend the carrying out of its obligations in terms of this agreement pending payment of the unpaid amount in full.
- 5.6 ProfNet's annual increase of fees will be effective 1 January of each year. The Client will be granted 90 (ninety) days' prior notice of such increase. If the Client does not terminate this agreement with the aforesaid notice period, it shall be deemed to have accepted the increased fees.

## 6. SUBSCRIPTION RESTRICTIONS

- 6.1 The Client agrees that it will not itself or through any third party:
  - 6.1.1 Copy, reproduce, translate, adapt, vary, modify, sell, lease, sub-license, encumber or in any other way deal with the services and solutions or any component of the services and solutions;
  - 6.1.2 De-compile, disassemble or reverse engineer any portion of the services and solutions;
  - 6.1.3 Write and/or develop any derivative product or any other program based on the services and solutions and or user documentation;
  - 6.1.4 Provide, disclose, divulge, or make available to or permit use of the Services otherwise than in terms of this agreement.
- 6.2 The Parties agree that there is required 30 (thirty) days written notice for any subscription changes.

## 7. INDEMNITY INSURANCE, FINANCIAL AND LEGAL SERVICES

- 7.1 Options for Medical Indemnity Insurance have been negotiated and made available for ProfNet Clients. At date of this agreement such Medical Indemnity Insurance is provided by Shackleton Risk Management (FSP No. 33621) through SAFIRE (FSP No. 2092) and is underwritten by Genoa (FSP No. 38225) (This may be expanded or changed in future by ProfNet on behalf of its Clients, to other similar service providers should similar or improved coverage be negotiated).
- 7.2 Currently, Shackleton Risk Management, SAFIRE and Genoa are authorized Financial Service Providers providing these services. Shackleton Risk Management (or future Financial Service Providers) are responsible for the issuing of policies and collection of premiums, in addition to managing of claims and annual renewals.
- 7.3 All policy documentation, disclosure and explanatory documentation are available on the Financial Service Providers website.
- 7.4 The Client are hereby informed that ProfNet is not a Registered Financial Services Provider. ProfNet do not provide financial advice or intermediary services for short term insurance solutions.
- 7.5 ProfNet is not a Registered Legal Practice. SpesNet do not provide Legal Services associated with a Legal Practise.

## 8. CLIENT'S OBLIGATIONS

The Client undertakes that for the duration of this agreement it shall:

- 8.1 Immediately bring to the attention of ProfNet any improper or wrongful use or infringement of the intellectual property rights which come to the attention of the Client and shall use every effort to safeguard such intellectual property rights and interests of ProfNet;
- 8.2 Not make any warranty of representation in respect of the Services other than those authorised in writing by ProfNet or not given in respect of the support, services or solutions in authorised advertising or user material, and the Client hereby indemnifies ProfNet and its directors against any loss, damage (whether direct, indirect or consequential), expense or liability which the Client may sustain pursuant to a breach of the provisions of this clause;
- 8.3 Not make the support, services or solutions available to any third party other than the Client's employees who are authorised to use the software in terms of this agreement;
- 8.4 Assume responsibility for the supervision, management and control of the support, services or solutions;
- 8.5 At its own cost provide its own hardware, software, server/s and all other equipment necessary to allow the implementation of the Services;
- 8.6 Provide ProfNet with access to its hardware, software and/or network for the purposes of the performance of ProfNet's obligations hereunder;
- 8.7 Comply with the provisions of this agreement;
- 8.8 Select only suitably trained staff for access to the Services;
- 8.9 Use their username and password for their own business use only and not disclose such username and password to any other person for any reason whatsoever and will maintain confidentiality thereof.

## 9. SUPPORT SERVICES

- 9.1 ProfNet shall endeavour to provide the following support services to the Client in respect of the services and solutions:
  - 9.1.1 Telephonic and email support ("support desk") in terms of which ProfNet shall provide suitably qualified personnel to respond to and assist in the solving of queries of the Client regarding the services and solutions. The support desk shall be available from 08:00 to 16:00 Monday to Friday for the duration of this agreement but specifically excluding Saturdays, Sundays and public holidays recognised in the Republic of South Africa.
  - 9.1.2 The Client hereby give ProfNet consent to advise, assist, support and communicate on any current or future third-party arrangements that the Client may independently enter, and where appropriate.

## 10. PROFNET OBLIGATIONS

ProfNet undertakes that:

- 10.1 ProfNet, at its sole discretion, reserves the right to alter, change, upgrade new versions of software, services and solutions;
- 10.2 ProfNet shall not be responsible for and shall not be obliged to correct errors which result from:
  - 10.2.1 Failure of equipment or other software, including, but not limited to machine operating software, third party applications not developed by ProfNet and which are not covered by this agreement including theft, security breaches (including hacking), faults in electrical supply and operator error from whatever cause or caused by cable or connector malfunction or breaks irrespective on what platform, equipment or portal such event occurred;
  - 10.2.2 Environmental conditions including, but not limited to, conditions associated with humidity and air-conditioning;
  - 10.2.3 Accident, negligence, misuse, or default by the Client or any third party or due to a force majeure.
- 10.3

## 11. WARRANTIES AND INDEMNITY

- 11.1 No warranties, whether express, implied in law or residual, including, without limitation, the warranties of merchantability and fitness for a particular purpose, are made by ProfNet
- 11.2 The Client indemnifies ProfNet and its directors against all loss, liability, damage or expense (whether actual, contingent or otherwise), which the Client or any third party may suffer as a result of or which may be attributable to the provisions of this agreement.
- 11.3 Notwithstanding anything to the contrary contained in this agreement, ProfNet shall not be liable to the Client or any third party in any circumstances whatsoever for any direct, indirect, contingent, consequential, punitive and/or exemplary loss, including but not limited to loss of revenue, loss of business, loss of profit or loss of data, sustained or incurred by the Client or any third party, howsoever arising.
- 11.4 ProfNet specifically does not warrant or guarantee or make any representations concerning the use of or the result of the use of the Services and the Services are used at the sole risk of the Client.
- 11.5 ProfNet shall not be liable to the Client or any third party, in any circumstances whatsoever for any direct, indirect, contingent, consequential, punitive and/or exemplary loss, including but not limited to loss of revenue, loss of business, loss of profit or loss of data, sustained or incurred by the Client or any third party for any malperformance/non-performance of any other service provider which ProfNet may make use of in the execution and/or fulfilment of its obligations under this agreement.

## 12. INTELLECTUAL PROPERTY INFRINGEMENT

- 12.1 The Client shall forthwith notify ProfNet of any claim or demand made or action brought against it for infringement or alleged infringement of any of the intellectual property rights.
- 12.2 ProfNet shall, at its own expense, conduct any litigation arising from any claim, demand or action brought and all negotiations for settlement.
- 12.3 The Client shall afford to ProfNet all necessary assistance for the purpose of contesting any such claim or demand made or action brought for infringement or alleged infringement of any intellectual property rights in connection with the Services.
- 12.4 In the event that such an infringement has occurred ProfNet shall, at its sole discretion either procure for the Client the right to continue using the Services, or replace or modify same, so that there is no further infringement.

## 13. SUMMARY TERMINATION (Without any notice)

- 13.1 If the defaulting party compromises or attempts to compromise generally with its creditors;
- 13.2 The placing of the defaulting party under a winding-up order or judicial management or similar disability whether provisional or final, voluntary or compulsorily;

- 13.3 The defaulting party allowing any default judgment to be entered against it and failing within twenty-one days of becoming aware of such judgment:
- 13.3.1 To satisfy same; or
  - 13.3.2 To apply for it to be set aside, and such judgment not subsequently being set aside within a reasonable time;
- 13.4 The Client fails to pay any amount due in terms of this agreement on the due date;
- 13.5 The aggrieved party shall exercise its rights to summarily terminate this agreement pursuant to (and without affecting its other remedies in law) by giving written notice to that effect to the defaulting party, which notice shall specify the event/s giving rise to termination and the effective date of termination, which date may not precede the date of the defaulting party's receipt of such notice.

#### **14. BREACH**

Notwithstanding any other provision of this agreement (with specific reference to paragraph 12), should either party ("the defaulting party") commit a material breach of any provision of this agreement and fail to remedy such breach within 21 (twenty-one) days of receiving written notice from the aggrieved party requiring it to do so, which notice shall specify the event(s) giving rise to the complaint, then the aggrieved party shall be entitled, without prejudice to its other rights in law, to terminate this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages.

#### **15. RIGHTS OF TERMINATION**

Notwithstanding any other provision of this agreement, on termination of this agreement for any reason whatsoever ("termination date"):

- 15.1 The Client shall immediately cease using the Services;
- 15.2 Any amount due and owing by the Client to ProfNet shall immediately be paid to ProfNet.

#### **16. CESSIONS AND ASSIGNMENT**

The Client shall not be entitled to cede, assign, or transfer all or any of its rights and/or obligations in terms of this agreement, save with the prior written consent of ProfNet.

#### **17. RELATIONSHIP**

Nothing in this agreement shall create any relationship of agency, partnership, or joint venture between ProfNet and the Client and the Client shall not hold itself out as the agent or partner of ProfNet or as being in a joint venture with ProfNet.

#### **18. DOMICILIUM AND NOTICES**

- 18.1 Each of the parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement as follows:
- 18.1.1 ProfNet: Crossway Office Park Block 2, 240 Lenchen Avenue, Centurion 0157. Fax: 086 242 0567
  - 18.1.2 The Client: the premises as set out in the Subscription registration order attached hereto.
- 18.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box and/or to vary its fax number.
- 18.3 Any notice given and any payment made by either party to the other ("the addressee") which:
- 18.3.1 Is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
  - 18.3.2 Is posted by prepaid registered post to the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.
- 18.4 Any notice which is sent by fax during the normal business hours of the addressee to the addressee's domicilium for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received on the first business day on which the fax was transmitted.

#### **19. FORCE MAJEURE**

- 19.1 If either party is prevented from carrying out any of its obligations as a result of an act of God, strike, fire, riot, war (whether declared or not) embargoes, export control, international restrictions, shortage of transport facilities, any order of any international authority, and court order, any requirements of any authority or other competent local authority, or any other circumstances whatsoever which are not within the reasonable control of such party, will be deemed to have been released from its obligation to perform under this agreement to the extent that and for so long as it is prevented from performing and this agreement will be deemed to have been suspended to such extent and for the period concerned.
- 19.2 As soon as a party becomes aware that an act of force majeure is likely to cause a suspension of this agreement, it shall give notice in writing to the other party, estimating the approximate duration of such suspension. The estimate shall not be binding and the party claiming force majeure shall:
- 19.2.1 Use its best endeavours to terminate the circumstances giving rise to the force majeure; and
  - 19.2.2 Give notice to the other party as soon as the force majeure ceases to operate.

#### **20. APPLICABLE LAW AND JURISDICTION**

- 20.1 The Client, by its signature hereto and in terms of the provisions of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Court in relation to any action or proceeding instituted against the Client in terms of, or arising out of provisions of this agreement, provided that ProfNet, in its sole and absolute discretion, shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.
- 20.2 In the event of ProfNet instituting legal proceedings against the Client to recover amounts due to ProfNet or take any other legal steps arising out of this agreement, the Client shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

#### **21. INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND POPI ACT**

- 21.1 ProfNet retains the right, title and interest in ownership of the copyright and intellectual property in the Services and the user documentation. The Client acknowledges that nothing contained in this agreement shall give the Client any right, title, or interest in the intellectual property.
- 21.2 Unless required by law, the parties shall keep confidential and not disclose to any third party the terms of this agreement, any information relating to each other's technical processes, business affairs, know-how and intellectual property acquired in connection with this agreement.
- 21.3 The Parties acknowledge that they may come into contact with or have access to Personal Information (PI) and other information that may be classified, or deemed as private or confidential and for which the other Party is responsible. Such PI may also be deemed or considered as private and confidential as it relates to any third Party who may be directly or indirectly associated with this Agreement. Further, it is acknowledged and agreed by the Parties that they have the necessary consent to share or disclose the PI.
- 21.4 The Parties agree that they will at all times comply with the law, which specifically includes POPIA, its Regulations and any directives, applicable Codes of Conduct issued thereunder from time to time and that it shall only collect, use and process (as defined under processing in POPIA) PI it comes into contact with pursuant to this Agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their respective obligations in terms of this Agreement. To comply with all applicable Information Protection Laws in the Processing of the Personal Information and not Process the Personal Information other than with Responsible Party's knowledge and on Responsible Party's documented instructions unless otherwise required in terms of the law. This Service Agreement constitutes the required consent by the Responsible Party that is required by POPIA and that the Responsible Party has the required consent in terms of POPIA to provide the PI of the Data Subject to the Operator.
- 21.5 The Parties agree that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of PI that it, or its employees, its contractors or other authorised individuals comes into contact with pursuant to this Agreement.
- 21.6 Unless so required by law, the Parties agree that it shall not disclose any PI as defined in POPIA to any third party without the prior written consent of the other Party. Notwithstanding anything to the contrary contained herein, the Operator shall not transfer or authorise the transfer of Personal Information to countries outside of the Republic of South Africa without the prior written consent. If Personal Information processed under this Agreement is transferred from the Republic of South Africa to another country, the Parties shall ensure that the Personal Information is adequately protected and in compliance with sections 72, 57 and 58 of POPIA. This portion of this Agreement is only applicable to Client's with their Data Subject's PI located within the jurisdiction of the POPIA.
- 21.7 The Operator may use de-identified information (as it is permitted in terms of POPIA) historical, statistical, research or business planning and may be passed on in a de-identified format to third parties for further Processing.
- 21.8 The Responsible Party hereby consents that the Operator may have access to the relevant PI to assist the delivery of Services and Systems to the Responsible Party or the Data Subject. Such to include but not limited to the current non-exclusive list of; Practice Management Applications', Medical Schemes', Scheme Administrators, Switching Houses', Managed Care Organisations, , Relevant Professional Associations and Societies, Relevant Statutory Bodies and Regulators, Insurers, Brokers and Underwriters, Business partners, vendors and service providers; legal and professional advisers; law enforcement structures

and auditors and the Data Subjects' PI with other Healthcare Practitioners'. The utilisation of PI will only be utilised as permitted in terms of the provisions of POPIA for the permitted historical, statistical and research purposes, as well as in the provision of services to its Clients within the Group of Companies.

- 21.9 In the event of termination of this agreement, all patient clinical and transactional data will be supplied to the Practice when the Practice requests so. From termination date, the Practice may request, in writing, that the Operator immediately delete the Data Subject's clinical data and de-identify the transactional data or request the option to retain their identifiable data on the Operator's system for a further period of 1, 3, or up to 5 years. After the 5 (five) year period, the Data Subject's clinical data will be deleted from the database and the data subjects' transactional data will be de-identified. Within data security structures, data will remain within the backup environment which is "beyond normal use and access" for a period, until overwritten. Financial invoicing information between the Operator and the Practice will be retained for 7 (seven) years, as per prescribed legislation.
- 21.10 The Parties further agree that the PI may be utilised in any legal proceedings and in particular to the Data Subject.
- 21.11 ProfNet is hereby authorised (for POPIA purposes) to gather information from data that is provided to them for performing its duties in terms of this agreement and to utilise it to perform its duties in terms of this agreement and to utilise such reworked data for purposes of further development of systems.
- 21.12 ProfNet is hereby authorised to share data garnished from the use of its Services utilise this information to improve the products and services. Providing such information is anonymised, de-identified and aggregated prior to such use, protecting both the identity of the Client, the provider of services as well as that of the patient under care of such provider.

## 22. NON-SOLICITATION

Neither party shall during the tenure of the signed contractual agreement, or for a period of 12 (twelve) months following the termination thereof, directly or indirectly solicit or offer employment to any of the personnel of the other party and shall not employ or contract in any manner with any personnel of the other party.

## 23. GENERAL

- 23.1 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof. Neither party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein or reduced herein or reduced to writing and signed by the parties or their duly authorised representatives.
- 23.2 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 23.3 No indulgence that either party may grant ("grantor") to the other shall constitute a waiver of any of the rights of the grantor.
- 23.4 This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 23.5 All provisions of this agreement shall be independent of each other and deletion from or the invalidity of any such provision or schedule shall not affect the remainder of this agreement.
- 23.6 If any provision hereof is held to be illegal, invalid, or unenforceable for any reason, such provision shall be deemed to be *pro non scripto*, but without affecting, impairing or invalidation any of the remaining provisions of this agreement which shall continue to be of full force and effect.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2023



Authorised Signature of ProfNet

Deon Buhrs

Full name

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2023

\_\_\_\_\_  
Authorised Signature of Client

\_\_\_\_\_  
Full name

### Contact us:

Tel: 012 683 0379

Email: [info@profnetmedical.co.za](mailto:info@profnetmedical.co.za)

Website: [www.profnetmedical.co.za](http://www.profnetmedical.co.za)





## PROFNET MEMBERSHIP DEBIT ORDER AUTHORISATION FORM 2023

Initials & Surname		
First name		
Practice name		
Practice number (BHF / PCNS no)		
Contact person		
Telephone number and E-mail address		

All pricing is inclusive of 15% VAT and are subject to change.

ProfNet Membership (Monthly Fee)	Plan 1	Plan 1 Plus	Plan 2	Plan 3
	<input type="checkbox"/> Free	<input type="checkbox"/> 62.00	<input type="checkbox"/> R285.00	<input type="checkbox"/> R580.00

### EZMED OPTIONS (MONTHLY FEE)

 <p><b>EZMed</b> Practice Management Application (PMA) <i>Includes 1 practice with 1 clinician. Additional clinicians @ R240.00 each per month</i></p>	<p><b>Silver</b> <i>(on Plan 1)</i></p> <input type="checkbox"/> R985.00	<p><b>Sterling</b> <i>(on Plan 1 Plus)</i></p> <input type="checkbox"/> R930.00	<p><b>Gold</b> <i>(On Plan 2)</i></p> <input type="checkbox"/> R745.00	<p><b>Platinum</b> <i>(On Plan 3)</i></p> <input type="checkbox"/> R615.00
 <p><b>EZMed SMS</b> Value-added Short Message Services <i>Please refer to the additional contract to sign-up of this additional value-added service.</i></p>	<input type="checkbox"/> { R 0.45 per local SMS of 160 characters. R 3.25 per International SMS of 160 characters.			
 <p><b>EZMed Medici</b> Value-added Telehealth Service <i>Please refer to the additional contract to sign-up of this additional value-added service.</i></p>	<input type="checkbox"/> R 480.00 per month			
 <p><b>EZMed EDI</b> EDI is an additional functionality to the EZMed system and includes 50 switches per month. <i>EDI Base cost – R 240.00 per month</i></p>	<input type="checkbox"/> { R240.00/month – includes 50 switches R 5.00 per switch exceeding 50/month R 2.30 per EZCheck			

- The switching fee will be charged on all successful claims, including those successful claims that are reversed by the practice
- It is the practices responsibility to register their practice number against which they are claiming with the BHF, and ensure that all medical schemes have the practice details registered with them as required, to ensure that payment is made into the relevant practice bank account.
- Should the funder not accept EDI claims, it is the practices responsibility to print paper claims and submit those claims manually to the relevant medical aids.

EDI EFFECTIVE DATE: \_\_\_\_\_

INITIAL: \_\_\_\_\_

**PLEASE TURN OVER**

# PROFNET MEDICAL - DEBIT ORDER INSTRUCTION

## BANKING DETAILS

Bank:		Account type:	
Account no:		VAT no:	
Debit Order Activation date:		<b>*Total per month:</b>	

*\*Applies to Membership and License fees only. Monthly additional chargeable amounts are not included.*

### Abbreviated name as registered with the bank: ProfNet

*I/We hereby instruct and authorize ProfNet Medical (Pty) Limited to debit the abovementioned bank account, in relation to the amount of the service plan option above, on the first (1st) day of every month, from the stipulated date, and continuing until terminated by me/us in writing. All such withdrawals from my bank account, by ProfNet Medical, shall be treated as though been signed by me/us personally.*

*I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African banks and I/We also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. I/We agree to pay bank charges relating to this debit order.*

*The authority may be cancelled by me/us, by giving one calendar months' notice in writing. Cancellation of this debit order instruction will not necessarily imply that the agreement between me/us and ProfNet Medical is also automatically cancelled. The agreement between me/us and ProfNet Medical is governed by a separate agreement, I/We further understand that I/We shall not be entitled to any refund of amounts which have been withdrawn, while this authority was in force, if such amounts were legally owing to you. Receipt of this instruction shall be regarded as receipt thereof by my/our bank.*

*I/We acknowledge that this authority may be ceded or assigned to a third party if the agreement between me/us and ProfNet Medical is also ceded or assigned to that third party, but in the absence of such assignment of the agreement between me/us and ProfNet Medical, this authority and mandate cannot be assigned to any third party.*

**PLEASE EMAIL THE COMPLETED FORM TO: [INFO@PROFNETMEDICAL.CO.ZA](mailto:INFO@PROFNETMEDICAL.CO.ZA) IN ORDER TO GET ACCESS**

**Kindly note that all fields are required.**

**Electronic signatures are not permitted.**

**Incomplete forms will not be processed and may result in an administrative delay.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## DEBIT ORDER AUTHORISATION FORM AND MANDATE FOR DEBIT ORDER INSTRUCTION: MPI

Name of Account Holder		
Address of Account Holder		
Telephone number and E-mail address		
Name of Member		

*All pricing is monthly fees and are inclusive of 15% VAT and are subject to change.*

DISCIPLINE	LIMIT OF COVER		
	R2,5 Million	R5 Million	R10 Million
Podiatrists, Speech Therapists, Audiologists, Hearing Aid Acousticians, Occupational Therapists, Massage Therapists	<input type="checkbox"/> R 80.00	<input type="checkbox"/> R 103.00	<input type="checkbox"/> R 152.00
<b>Phyto</b> therapists		<input type="checkbox"/> R 137.00	<input type="checkbox"/> R 192.00
Psychologists, Psychometrists, Reg. Counsellors Psychotherapists, Hypnotherapists, Social Workers, Arts Therapists, Play Therapists	<input type="checkbox"/> R 212.00	<input type="checkbox"/> R 309.00	<input type="checkbox"/> R 396.00
Physiotherapists	<input type="checkbox"/> R 74.00	<input type="checkbox"/> R 212.00	<input type="checkbox"/> R 350.00
Homeopaths	<input type="checkbox"/> R 103.00	<input type="checkbox"/> R 212.00	<input type="checkbox"/> R 350.00

## DEBIT ORDER AUTHORISATION

<b>NAME OF ACCOUNT HOLDER:</b>		<b>ACCOUNT NUMBER:</b>	
<b>NAME OF BANK:</b>		<b>BRANCH CODE:</b>	
<b>TYPE OF ACCOUNT:</b> <small>(Current (Cheque) / Savings / Transmission)</small>		<b>PAYMENT DATE:</b> <small>(your account can be debited on any day within a 10-day range after this date)</small>	<i>1<sup>st</sup> of the month</i>
<b>AMOUNT:</b> <small>This amount may vary each month due to a) annual increase b) costs incurred where debit orders are returned unpaid c) changes that you make to the Agreement, or other additional amounts due on an ad hoc basis, allowed and specified in the Agreement. The amount may not increase by more than 40% of the original specified amount.</small>	(R _____) <small>This amount will fluctuate from month to month in accordance with agreed fees and rates as detailed in the Agreement but shall not exceed the totality of obligations as detailed in the Agreement.</small>		
<b>FREQUENCY OF DEBIT:</b>	<i>Monthly</i>	<b>TERMINATION:</b>	<i>Upon cancellation or lapse of the Agreement</i>
<b>BENEFICIARY'S ADDRESS:</b>	<i>Safire House, Redlands Estate, Pietermaritzburg, 3201</i>	<b>BANK ACCOUNT REFERENCE:</b>	<i>Safire Insurance Company Limited</i>
		<small>The bank account reference will reflect on your monthly bank statement to enable you to identify the Debit Order and will be added to this form before the issuing of any payment instruction. This reference may only be changed upon 30 days written notice.</small>	

Continued on next page...

## MANDATE

This signed mandate and authority relates to the insurance contract (referred to as “the Agreement”) signed by you with the client customer account code \_\_\_\_\_.

This mandate shall remain in force until cancelled by giving 30 (thirty) days’ notice in writing to Safire Insurance Company Limited (Pty) Ltd and/or its authorised agents and/or cessionary. Cancellation of this mandate does not cancel the Agreement

## DECLARATION

<b>In the last 5 years:</b>	Yes	No
Has any formal written complaint been made against you with any regulatory body, including the HPCSA/AHPCSA/Council for councillors, in your capacity as medical practitioner?	<input type="checkbox"/>	<input type="checkbox"/>
Has any disciplinary enquiry been initiated against you with any regulatory body including the HPCSA/AHPCSA/Council for councillors, in your capacity as medical practitioner?	<input type="checkbox"/>	<input type="checkbox"/>
Has any monetary claim been made against you arising out of your professional conduct as medical practitioner?	<input type="checkbox"/>	<input type="checkbox"/>
<b>If you have answered “Yes” to any of the above questions, please provide us with additional information in order to consider your application. This additional information can be sent directly to Shackleton Risk Management via email: <a href="mailto:medmal@srisk.co.za">medmal@srisk.co.za</a>.</b>		
From which date would you like your policy to be effective? _____. (Current or Future dates only. Should you require backdated cover, kindly submit a separate request via email: <a href="mailto:info@profnetmedical.co.za">info@profnetmedical.co.za</a> AND <a href="mailto:medmal@srisk.co.za">medmal@srisk.co.za</a> ).		

## AUTHORITY

<input type="checkbox"/>	I hereby authorize Safire Insurance Company Limited (Pty) Ltd and/or its authorised agents and/or cessionary to draw against my account detailed above (or any other Bank to which I may transfer my account) the amount necessary for payment of the amount payable by myself in terms of the Agreement. I acknowledge that a third party may facilitate the payment process and debit my account on behalf of Safire Insurance Company Limited (Pty) Ltd. I confirm that the amount debited from my account may be paid to an insurer/s (by the beneficiary) for insurance cover.
<input type="checkbox"/>	I acknowledge that all payment instructions issued by Safire Insurance Company Limited (Pty) Ltd and/or its authorised agents and/or cessionary shall be treated by my above-mentioned Bank as if the instruction has been issued by me.
<input type="checkbox"/>	I agree that the first payment instruction will be issued and delivered on or around the Payment Date and regularly thereafter, until the termination date, and according to the Agreement. Each individual payment instruction may not differ other than as agreed to in terms of the Agreement. In the event that the payment day falls on a weekend, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.
<input type="checkbox"/>	I consent to the use of the tracking facility as provided for in the Electronic Debit Order system, where this is used, at no additional cost to myself.
<input type="checkbox"/>	I consent to the tracking of credit in my account and I consent to the debiting of my account on any day within 10 (ten) days of the Payment Date selected in this mandate.
<input type="checkbox"/>	I acknowledge and consent that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party and I am notified accordingly.

## SIGNATURES

<b>NAME:</b>		<b>DATE:</b>	
<b>SIGNATURE: (DULY AUTHORISED)</b>			

**Kindly note that all fields are required.  
Electronic signatures are not permitted.  
Incomplete forms will not be processed and may result in an administrative delay.**

**Fully completed forms to be submitted via email to: [info@profnetmedical.co.za](mailto:info@profnetmedical.co.za)**