



Website Terms and Conditions

of

Icon Healthcare Holdings (Pty) Ltd

(“the Icon Group”)

By using the Website, you agree to be bound by the Website Terms and Conditions. All terms and conditions are material. Please review them carefully before proceeding. The Website Terms and Conditions apply to the Website in its entirety including all services offered by or through the Website.

COPYRIGHT NOTICE

The contents of this Website (including without limitation all articles, statements, text, images, logos, and design) belong to the Icon Group. All rights reserved.

1. DEFINITIONS

- 1.1 “Personal information” has the meaning ascribed to it in the Protection of Personal Information Act (Act 4 of 2013), and “information” has a similar meaning unless the context requires otherwise, and includes any information that identifies or relates specifically to you such as your name, age, identity number, contact details, gender, health information, online identifiers (such as IP addresses and cookie data) and information you use to log onto the Website.

- 1.2 “Icon Group” means Icon Healthcare Holdings (Pty) Ltd and every company or other entity that is, from time to time, directly or indirectly owned or controlled by, under common ownership or control with, or otherwise forms part of the Icon Group (collectively, the “Icon Group Companies”). The term includes all current Icon Group Companies and automatically extends to any company or other entity that is acquired, incorporated, established or otherwise becomes part of the Icon Group after the effective date of these Website Terms and Conditions, for so long as that company or entity forms part of the Icon Group and to the extent that these Website Terms and Conditions apply to it.
- 1.3 “Website” means the internet website with the address www.iconsa.co.za or any Website with a URL that is validly registered to the Icon Group.
- 1.4 “You” / “your” means the user of the Website and the services offered by the Icon Group on or through the Website.

2. PURPOSE OF THE WEBSITE

The main purpose of the Website is to provide relevant information about the Icon Group to patients and the public.

3. CONDITIONS OF ACCESS AND USE

- 3.1 **To avoid any confusion, you agree that the Website Terms and Conditions apply to your use of the Website, any third-party website licensed to the Icon Group and any information accessed via the Website.**
- 3.2 If you register for or log in to any part of the Website, you must keep your access details (including your username and password) confidential and not allow other people to use them. **You accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your user name and password. Any use of your access details shall be regarded as if you were the person using such information.**
- 3.3 Materials from the Website may be copied and distributed on a limited basis for non-commercial purposes only, provided that any material copied remains intact and that all copies include the following notice in a clearly visible position: **'Copyright © 2026 Icon Healthcare Holdings (Pty) Ltd. All rights reserved.'** These materials are for personal use only. Any copying or redistribution for commercial purposes or for compensation of any kind requires prior written permission from the Icon Group.
- 3.4 **By using the Website, you guarantee that you will not and you will not allow third parties on your behalf to:**

- 3.4.1 make and distribute copies of the Website;
 - 3.4.2 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Website; or
 - 3.4.3 create derivative works of the Website of any kind whatsoever.
- 3.5 You acknowledge that the terms of the agreement with your Internet provider will continue to apply when using the Website. As a result, you may be charged by the Internet provider for access to network connection services for the duration of the connection while accessing the Website or any such third-party charges as may arise. You accept responsibility for any such charges that arise.
- 3.6 If you are not the owner of, or the person who pays for, the device being used to access the Website, you will be assumed to have received permission from that person for accessing and using the Website.

4. DATA PROTECTION

- 4.1 The Website contains confidential information, which is the property of the Icon Group and/or its data subjects and/or its business partners. **Unauthorised disclosure and/or use of this information may incur civil or criminal liability.**
- 4.2 Any of your personal information available on the Website and which you supply to the Icon Group when using the Website will be used by the Icon Group in accordance with its **Privacy Policy** and applicable law, including the Protection of Personal Information Act, 2013.
- 4.3 **You guarantee that all information provided by you on or via the Website is true, accurate, current and correct and you undertake to update the information as and when required.**
- 4.4 All information that you provide to us may be stored electronically and with third parties, which parties are bound by strict levels of confidentiality. Where any such third party is located outside South Africa, personal information will only be transferred in accordance with section 72 of the Protection of Personal Information Act, 2013. **These electronic records shall be proof of the information unless you can prove otherwise.**
- 4.5 The Icon Group takes all reasonable steps to protect your personal information and maintain confidentiality, including by making use of encryption technology. **However, the Icon Group cannot guarantee the security or integrity of any information you transmit to it online and you agree that you do so at your own risk.**

5. INTELLECTUAL PROPERTY

- 5.1 All trademarks, copyright, database and other intellectual property rights of any nature in the Website together with the underlying software code as well as any content made available on the Website (e.g. text, graphics, logos, images, etc.) are owned either directly by the Icon Group or by the Icon Group's licensors unless expressly stated otherwise.
- 5.2 You do not obtain any trademark, copyright, database or any other intellectual property right of any nature or licence by using the Website.
- 5.3 You are not granted any license or right to use any trademark without the Icon Group's prior written permission and/or that of any third party.

6. BREACH

If you breach the Website Terms and Conditions, the Icon Group shall have the right to claim damages from you, to the extent permitted by law, including special, incidental, consequential or indirect damages. In addition, the Icon Group shall have the right to claim loss of profits and loss of business and to recover all legal costs on a scale as between attorney and own client from you.

7. TERMINATION

- 7.1 The Icon Group may in its sole discretion terminate your use of the Website at any time by giving notice of termination to you, where this is possible.
- 7.2 You agree that the following actions shall constitute material breaches of the Website Terms and Conditions that may result in the immediate termination of your access to the Website:
 - 7.2.1 signing in as, or pretending to be another person;
 - 7.2.2 transmitting material that violates, or could violate, the intellectual property rights or the privacy of others;
 - 7.2.3 using interactive services in a way that is intended to harm, or could result in harm to, the Icon Group or other users of the Website; or
 - 7.2.4 gathering information about others without obtaining prior written consent.
- 7.3 Upon termination of use as contemplated in this clause 7, the rights granted to you by the Website Terms and Conditions shall terminate.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

- 8.1 **The Icon Group takes appropriate, reasonable technical and organisational measures to protect the information on the Website. However, the Icon Group 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 Website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact the Icon Group's IT department as soon as possible so that the problem can be addressed.

- 8.2 The Website and all information, content, tools and materials are provided by the Icon Group "as is" and on an "as available" basis without warranty of any kind.
- 8.3 The Icon Group does not guarantee the operation of the Website or the information content, tools or materials on the Website.
- 8.4 While the Icon Group makes reasonable efforts to ensure that the content and information on the Website is complete, accurate and up-to-date, it makes no guarantee about the suitability of the products and services and provides no representation or warranty, express or implied, regarding the accuracy, correctness and completeness of information contained on the Website.
- 8.5 The Icon Group does not guarantee that the Website, information, content, tools or materials included on the Website, the Icon Group's servers or any electronic communications sent by it are free from viruses or other harmful components.
- 8.6 The views and opinions expressed on this Website, links or attachments hereto do not necessarily reflect the views and/or opinions of the Icon Group. The Icon Group cannot inspect all information to determine the truthfulness, accuracy, reliability, completeness or relevance thereof.
- 8.7 Although the Icon Group is fully committed to providing you with the best possible service, it shall not be responsible for:
 - 8.7.1 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, epidemics, pandemics, or any other cause beyond the reasonable control of the Icon Group, or
 - 8.7.2 any inaccurate, incomplete or inadequate information supplied by you and obtainable from the Website.
- 8.8 The Website and all of its component elements, including text, graphics, images, hyperlinks and other materials supplied by third parties, are for general educational purposes only and do not take the place of professional medical advice. To the extent that clinical information may be provided on the Website, it is based on best practice and/or current recommendations and guidelines, which may change from time to time. The information provided does not replace the advice of a registered health care practitioner. You should

not discontinue any treatment you may be receiving on the basis of information reflected on this Website without first consulting your health care practitioner and you should seek professional advice should any symptoms you may be experiencing persist.

8.9 You agree to use the Website at your own risk.

8.10 To the extent permitted by law, and save where caused by its gross negligence or wilful misconduct, the Icon Group, its directors, officers, employees, contractors and Website contributors shall not be liable to you or any other person or entity for, and you agree to indemnify them against, any claim or damages of any kind, including for direct, indirect, special, incidental, punitive and/or consequential damages as well as loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, delict (including negligence), product liability or otherwise, arising from -

8.10.1 your use of the Website or from any information, content, tools or materials included on or otherwise made available to you through the Website, including any damage or alteration to your equipment, including but not limited to computer equipment, handheld devices or mobile telephones;

8.10.2 any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed on the Website;

8.10.3 any of the events described in this clause 8;

8.10.4 your actions or omissions that result in a breach of the Website Terms and Conditions;

8.10.5 any links to other websites from the Website. You also acknowledge that the Icon Group cannot control the content of or the products and services offered on those websites; and/or

8.10.6 a denial of access to the Website should the Icon Group have reason to believe that you are conducting activities that are illegal, abusive, would affect the integrity of the Website or place the Icon Group in disrepute.

9. COOKIES

The Icon Group uses industry-wide technologies such as 'cookies' to collect information about the use of the Website, your preferences and browsing activity on the Website. 'Cookies' refer to information that is sent from the Website to your device, where it is saved. This will allow the Icon Group to improve its services and your experience when you use the Website again. To the extent that information collected through cookies constitutes personal information, it will be processed in accordance with the Privacy Policy. You can disable or delete cookies through your browser settings,

although some parts of the Website may then not function properly. The information obtained will be shared with persons or entities to the extent necessary for them to administer and improve the Website on our behalf.

10. LINKS TO SOCIAL NETWORKING SERVICES

The Icon Group uses social networking services to communicate with the public about its services. When you communicate with the Icon Group through these services, the relevant social networking service may collect your personal information for its own purposes. These services have their own privacy policies, which are independent of the Privacy Policy and practices of the Icon Group.

11. JURISDICTION

The laws of the Republic of South Africa shall govern these Website Terms and Conditions.

12. AMENDMENTS TO THE WEBSITE TERMS AND CONDITIONS

The Icon Group may in its sole discretion amend the Website Terms and Conditions from time to time by publishing the amended version on the Website, which will indicate the date of the latest update. The latest Website Terms and Conditions available on the Website shall at all times take precedence over any other version of these Website Terms and Conditions. **It is your responsibility to make sure you are satisfied with any changes before continuing to use the Website.**

13. FURTHER INFORMATION

If you have questions about these Website Terms and Conditions, please contact the Icon Group's IT department. For queries about your personal information, please contact the Icon Group's Information Officer, Murray Izett, at mizett@iconsa.co.za.

