

## EPIONE PLATFORM - PATIENT TERMS OF USE

THESE EPIONE TERMS OF USE (THE "TERMS OF USE") APPLIES TO YOUR USE OF THE EPIONE PLATFORM. PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE EPIONE PLATFORM, YOU INDICATE YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS OF USE. YOU CAN PRINT A COPY OF THESE TERMS OF USE FROM OUR WEBSITE AT [www.epione.net](http://www.epione.net)

### 1. **Important provisions**

To the extent that the Consumer Protection Act, No 68 of 2008 applies, we have a duty to point out certain important provisions in these Terms of Use to you. The clauses that contain these important provisions and reasons why they are important are set out below. **It is also very important that you read all of these clauses carefully and not just what we say below.**

- 1.1 **Limitations of risk, legal responsibilities and liability.** Clauses 3.3, 3.6, 5.1, 5.2, 11, 12 and 13 are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited and excluded. These clauses also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer.
- 1.2 **Assumptions of risk, legal responsibilities and liability by you.** Clauses are important because you take on risk, legal responsibilities and liability. As a result of these clauses, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these clauses.
- 1.3 **Acknowledgements of fact by you.** Clauses 3.4, 3.6, 3.8, 4.8 and 14 are important because they each contain statements which are acknowledgements of fact by you. You will not be able to deny that the statements are true. We may take action against you and may have claims against you as a result of these statements.
- 1.4 **Indemnities by you.** Clause 14 require you to indemnify (hold harmless) Epione Healthcare Solutions (Proprietary) Limited and other persons or entities against claims, loss, damages, and harm that that may be suffered by us and other persons or entities as a result of the events set out in this clause. You also required to indemnify us and other persons and entities against claims for loss, damages and harm that that may be made by any person or entity as a result of the events set out in this clause. This places various risks, liabilities, obligations and legal responsibilities on you and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that that may be suffered or claimed.

## 2. The Platform and your agreement to these Terms of Use

- 2.1 EpioneNet Limited ("**Epione**" or "**we**" or "**us**" or "**our**") makes available the Epione.net platform (the "**Platform**") through which patients, such as you, as well as general practitioners ("**Practitioners**"), medical specialists ("**Specialists**") and/or healthcare facilities ("**Facilities**") can schedule appointments, share patient case files and information, and obtain a holistic view of a patient's treatment, which information will all be made available on the Platform (collectively, the "**Content**"). **Please note that any information that you upload to the Platform will remain your property ("Your Content").**
- 2.2 The Platform will be accessible by users via a web-browser and/or mobile application on a device which is capable of connecting to the Internet, such as computers, mobile phones and tablets (each an "**Access Device**").
- 2.3 These Platform Terms of Use (the "**Terms of Use**") set out the terms and conditions which apply to your access and use of the Platform, including the Content available on the Platform, and commences on the date that you start using the Platform or the Content.
- 2.4 **When a person ("user", "you", or "your") accesses and/or uses the Platform or the Content, you are also agreeing to these Terms of Use. If you do not agree to these Terms of Use, you must not, and you are not allowed, to access or use the Platform or the Content. If you disagree with these Terms of Use at a later stage, after accessing or using the Platform or the Content, you must immediately end your use of the Platform and the Content immediately and permanently delete, remove and destroy all instances and copies of the Platform and the Content in your possession, custody or control (including on your Access Device).**
- 2.5 Please note that the Privacy Policy, accessible at [www.epione.net](http://www.epione.net), is hereby incorporated into these Terms of Use and forms part of these Terms of Use.
- 2.6 By using the Platform, you expressly consent to Practitioners and Specialists (with whom you consult) uploading Content to the Platform and share the Content and Your Content as contemplated in these Terms of Use and the Privacy Policy.
- 2.7 **By agreeing to these Terms of Use, you also agree to be bound by the provisions of the Privacy Policy as if it had been included in these Terms of Use in full.**
- 2.8 We do not sell the Platform, or any application that you use to access the Platform, to you under these Terms of Use and we remain the owner of the Platform at all times.

## 3. How to access the Platform with your Access Device

- 3.1 To download and access the Platform and the Content you must have an Access Device that is able to connect to the Internet and access or download the Content.

- 3.2 The Access Device must meet the minimum technical specifications specified by us or and also those set out on the Apple App Store, the Google Play store and any other distribution channel officially supported by us.
- 3.3 Certain Access Devices and operating software may not work with the Platform and Content due to limitations or constraints specific to the Access Device or the software. Nothing in these Terms of Use should be construed as a warranty or undertaking by us that the Platform will support any particular Access Device or software, as the case may be. **We will not be responsible for your inability to download or access the Platform or Content due to limitations specific to your Access Device.**
- 3.4 **You, at your own cost, are responsible for obtaining and maintaining the Access Devices, adequate and reliable internet access from a suitable service provider, and all information technology and telecommunication facilities, equipment, services, products, software, systems, materials, applications, platforms and the like ("Technology") needed to access the internet or to download the Platform or the Content.**
- 3.5 **If the Access Device does not belong to you, you hereby confirm that you have obtained permission from the owner of the Access Device to access and use the Platform and the Content on the terms of these Terms of Use.**
- 3.6 **We are not responsible for any internet access charges, service provider charges and data usage charges that you may incur accessing or using the Platform or the Content. These charges must be paid by you or the owner of the Access Device.**
- 3.7 If you experience problems with the Technology used by you to access and use the Platform or the Content, it is your responsibility to liaise with, and attempt to resolve the problems with, your own IT and telecommunications and service providers.
- 3.8 **You acknowledge and accept the risks that information transmitted through the internet or any other communication system, including a wireless communication system, is susceptible to unlawful and unauthorised access, interception, distortion and monitoring.**
4. **Permitted use of the Platform and what you are not allowed to do**
- 4.1 For so long as you comply with these Terms of Use, we grant you a personal, non-transferable, non-exclusive, non-sublicensable and revocable license to access and use the Platform and the Content on an Access Device for your personal and non-commercial purposes only, unless otherwise agreed by Epione. You, in turn, provide us with a worldwide, transferable, non-exclusive, sub-licensable, royalty-free right, irrevocable and perpetual rights to use Your Content for the purposes of operating the Platform, including, without limitation but subject to

the Privacy Policy, providing Your Content to third parties such as Practitioners, Specialists and/or Facilities.

- 4.2 We may impose restrictions and limitations on the territories in which you can use the Platform, the Content accessible through the Platform and the functionality of the Platform in different territories.
- 4.3 We may issue instructions, manuals, guidelines and directives from time to time relating to the use, implementation, operation and security of the Platform or the Content. You must comply with these instructions, manuals, guidelines and directives.
- 4.4 You must notify us immediately if you suspect or discover any actual, threatened or suspected unauthorised use of the Platform or the Content.
- 4.5 You must not, directly or indirectly, do any of the following things or allow anybody else to do the following things:
- 4.5.1 perform any action that violates these Terms of Use;
  - 4.5.2 perform any action which is illegal, fraudulent or violates or infringes any rights, title or interest (including, but not limited to, any intellectual property rights) in or to the Platform or the Content;
  - 4.5.3 rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform or Content
  - 4.5.4 make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform, the Content or any part thereof to be combined with or become incorporated in, any other programs without our prior written consent;
  - 4.5.5 damage, disable, overburden, impair, or gain unauthorized access to the Platform or the Content;
  - 4.5.6 use the Platform in a way that could damage, disable, overburden, impair or compromise our Technology or security or interfere with other users;
  - 4.5.7 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform, the Technology forming part of the Platform or the Content or make attempt to do any such thing;
  - 4.5.8 use the Platform or the Content in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, (for example, by hacking into or inserting any Destructive Code into the Platform or Technology utilised by Epione or other users). **Destructive Code** includes viruses, "trojan horses", computer code, malware, ransomware, instructions, devices or other

materials designed to disrupt, disable, harm or otherwise impede the operation of an Access Device, Technology, services, data, storage media, programs, equipment or communications, or otherwise interfere with operations thereof;

- 4.5.9 intentionally or negligently introduce, or permit the introduction of, any Destructive Code into the Platform, the Content or the Technology utilised by Epione or you;
- 4.5.10 collect or harvest any information or data or attempt to decipher any transmissions from the servers or systems which run the Platform;
- 4.5.11 infringe or misappropriate our Intellectual Property Rights or those of any third party;
- 4.5.12 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform or the Content;
- 4.5.13 interfere with any other person's use and enjoyment of the Platform or Content;
- 4.5.14 attempt to discover or reverse engineer the source code and other materials forming part of the Technology used to provide, or forming part of, the Platform or the Content;
- 4.5.15 provide or otherwise make available the Platform or the Content, in whole or in part (including any object code) in any form to any person without our prior written consent;
- 4.5.16 fail to comply with all technology control or export laws or regulations that apply to the Technology used or supported by the Platform; or
- 4.5.17 receive or charge money, favours or other consideration in exchange for allowing any other person to use or access the Platform or the Content.

(all of the above are referred to as the "**Licence Restrictions**").

- 4.6 We reserve the right, and we are allowed, to use Technology and other means to monitor that you are complying with these Terms of Use.
- 4.7 You must ensure that everybody who may makes use of your Access Devices, or any other Technology on which the Platform or Content is downloaded, accessed or used by you, complies with the Licence Restrictions.
- 4.8 **All acts and omissions of any person who uses your Access Device, or any other device on which the Platform or the Content is accessed or used, shall be treated as, and also be deemed to be, your acts and omissions. We can hold you liable and responsible for these acts and omissions.**

## 5. **Content must not be relied on**

5.1 **As far as the law allows, Epione and our third party providers, give no warranties or representations with respect to the Platform or the Content, including in relation to the accuracy, completeness, adequacy, timeliness, or comprehensiveness of the Content.**

5.2 Epione and our third party providers will not be required to update the Platform or the Content or to notify you or other users of Content that is inaccurate, incomplete, inadequate or out-of-date.

5.3 We, other users of the Platform, or our third party providers, may, in our sole discretion, from time to time, change, remove, update or amend the Content.

## 6. **Collection and processing of personal and other information**

6.1 We collect, use, process and store personal and other information obtained from you or your Access Device. We will use, collect, process and store this personal and other information in accordance with our Privacy Policy. The Privacy Policy sets out the details of the personal and other information which we collect, process and store. It also sets out how we use, collect, process and store the information. It is accessible on our website at [www.epione.net](http://www.epione.net).

## 7. **Changes to these Terms of Use and the Platform**

### 7.1 **Changes to these Terms of Use**

7.1.1 We may, at any time, change these Terms of Use and will inform you of the changes. Without limiting the ways we may inform you, we may inform you either by sending you an e-mail (if you give us your e-mail address when you register to use the Platform), or by placing a notification on the Platform.

7.1.2 If you do not agree to the changes to these Terms of Use, you must end your use of the Platform in the way set out in clause 9 below.

### 7.2 **Changes to the Platform**

7.2.1 We may continuously or from time to time update the Platform and the Content and we reserve the right to make changes from time to time in how we offer, provide and operate the Platform.

7.2.2 We may, in our sole discretion, from time to time, change, vary or amend the form, appearance, functionality and Content of the Platform, including through correction of inherent errors and changes and improvements which result in additional functions or features ("**Updates**") and introducing new versions of the Platform incorporating new or enhanced functionality ("**Upgrades**").

- 7.2.3 We may make Updates and Upgrades to the Platform available from time to time, free of charge. You may be required to download and install the Updates and Upgrades to continue to use the Platform and the Content.
- 7.2.4 Depending on the nature of the Update or Upgrade, you may not be able to access or use the Platform until you have installed and downloaded the latest version of the Platform or have upgraded the Technology or Access Device that you use to access or use the Platform.
- 7.2.5 If you do not agree to the changes, Updates and Upgrades to the Platform, you must end your use of the Platform in the way set out in clause 9 below.
- 7.2.6 These Terms of Use, including the Privacy Policy, as may be amended by us, will apply to all changes, Updates and Upgrades to the Platform and Content, unless we specify otherwise.

## **8. We may suspend the Platform and your use of the Platform**

- 8.1 In addition to any other rights and remedies we may have in these Terms of Use, in any other agreement we have with you, or in law, we are entitled (but not obliged) to temporarily suspend all or part of the Platform (including its functionality) and/or the Content, or to suspend or terminate your right to access and use the Platform and/or the Content where:
- 8.1.1 we need to perform maintenance on, Upgrades or Updates to, the Platform or any of the systems, software, or other Technology that we use to provide the Platform;
- 8.1.2 we have reasonable grounds to believe that you are engaging in any actual or suspected or threatened breach of these Terms of Use, the Privacy Policy or any other agreement that we have with you;
- 8.1.3 we become aware of any actual, threatened or suspected unauthorised use of the Platform or the Content;
- 8.1.4 we reasonably believe that the security of your Access Devices or the Technology used to provide or use the Platform or the Content may be compromised;
- 8.1.5 we become aware that information provided by you [or by a third party appointed by you, including a Practitioner, Specialist or Facility] is false, inaccurate, invalid, incomplete or misleading;
- 8.1.6 we must do so to comply with the law; or
- 8.1.7 a court or regulator tells us to do this.
- 8.2 The suspension referred to in clause 8.1 will continue for so long as we reasonably believe is appropriate.

8.3 We will notify you if we suspend part or all of the Platform or your use of the Platform only where it is reasonably practical for us to do so.

8.4 Without limiting our other rights and remedies in terms of these Terms of Use, in any other agreement we have with you, or in law, if we exercise our suspension rights in this clause 8, we may restore access to and use of the Platform as soon as reasonably practical after we become satisfied that the cause of suspension has been removed, avoided or completely mitigated.

## 9. Ending these Terms of Use

### 9.1 How you may end these Terms of Use

9.1.1 You may end these Terms of Use at any time without reason by emailing [info@epione.net](mailto:info@epione.net) or use the unsubscribe functionality on the platform

### 9.2 How we may end these Terms of Use

9.2.1 We reserve the right at any time and for any reason to terminate these Terms of Use, the operation or availability of the Platform or the Content, or your right to use the Platform or the Content. For the purposes of clarity, nothing in these Terms of Use in any limits or derogates from a Practitioners' obligations to their patients in accordance with the terms of applicable laws and/or ethical rules, including, without limitation, the rights of patients to request their medical information from a Practitioner.

9.2.2 We may also immediately end these Terms of Use and your use of the Platform and/or the Content without notice:

9.2.2.1 if you commit a breach of these Terms of Use;

9.2.2.2 if you breach any of your obligations in clause 4;

9.2.2.3 where we must do so to comply with law or to avoid breaching another person's rights;

9.2.2.4 where a court or regulator tells us to do so; or

9.2.2.5 if any provision of these Terms of Use, or part of a provision, becomes unenforceable, illegal or invalid.

### 9.3 Consequences of termination

9.3.1 Where these Terms of Use are terminated for any reason:

9.3.1.1 all rights and licences granted to you under these Terms of Use will immediately end;



- 9.3.1.2 you must immediately stop all activities authorised by these Terms of Use;
- 9.3.1.3 you must immediately remove and delete the Platform and the Content from all Access Devices and immediately destroy all instances and copies of the Platform and/or the Content in your possession, custody or control and (if requested by us) certify to us that you have done so; and
- 9.3.1.4 you agree that we may remotely access the Access Devices and remove and delete the Platform, the Content and all copies of it.

#### 9.4 **Terms which do not end**

- 9.4.1 Many provisions of these Terms of Use will continue after these Terms of Use end, including terms and conditions which by their nature must continue to apply. This is because certain rights and duties must survive even though these Terms of Use have come to an end or you have stopped using the Platform and/or the Content.
- 9.4.2 Some of the provisions in these Terms of Use which continue include (but are not limited to):
  - 9.4.2.1 terms and conditions where liabilities or responsibilities are excluded or limited, including amounts which you can claim;
  - 9.4.2.2 terms and conditions where the rights you have against us or against third party providers are limited or excluded;
  - 9.4.2.3 terms and conditions where you indemnify us or third party providers, or you where you take on liability or responsibility for certain losses or damages that may happen;
  - 9.4.2.4 the provisions of clause 10; and
  - 9.4.2.5 any other terms and conditions in these Terms of Use which are expressly stated to survive or continue after the end of this agreement, or after the end of any part of this agreement.

### 10. **Intellectual Property**

- 10.1 In these Terms of Use, "**Intellectual Property Rights**" include all intellectual property rights of whatsoever nature anywhere in the world, including (without limitation) copyright and related rights, patents, patent rights, designs, design rights, invention rights, database rights, know-how, confidential information, trade secrets, trade marks, trade names, domain names and service marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the

world, and including all rights to recover damages for the breach, infringement, or misappropriation of any such intellectual property rights.

10.2 **You acknowledge that:**

10.2.1 **all rights, title, ownership and interest, including Intellectual Property Rights, in and to the Platform and the Technology used and/or displayed in connection with the Platform, is owned by or licensed to us and is protected by law and remains our absolute property and that of our licensors;**

10.2.2 **use of the Platform is licensed (not sold) to you, and that you have no rights, title, ownership or interest, including any Intellectual Property Rights in, or to, the Platform or such Technology other than the right to use the Platform in accordance with the terms of these Terms of Use.**

10.3 You have no right or licence to access, use, modify or disseminate the source code of the Platform in source-code or object-code form.

10.4 You must not use the Platform in any way that constitutes a violation of any law (including intellectual property law), or an infringement or misappropriation of our rights (including Intellectual Property Rights), or the rights of our licensors or any third party.

11. **Third party sites**

**The Platform may contain links to other independent third-party websites ("Third Party Sites"). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies. You will need to make your own independent judgment regarding your interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them. You must familiarise yourself with the terms and conditions, and the privacy policy, of Third Party Sites.**

12. **Disclaimers and, exclusion of warranties**

12.1 **As far as the law allows, the Platform and the Content are provided to you on an "as is" and "as available" basis and without any representation or warranty whatsoever, whether express, implied or statutory (including any implied warranties of reliability, fitness for any particular purpose, or exclusion of errors or inaccuracies).**

12.2 **As far as the law allows, we make no representations and give no warranties or undertakings regarding (i) the operation, integrity, compatibility, availability or functionality of the Platform; or (ii) that the Platform or the Content will be available or accessible at all times, be uninterrupted, timely, error-free, secure or free from Destructive Code, or meet your individual requirements.**

- 12.3 **As far as the law allows, you assume all responsibility and risk for the access, use and results obtained from the use of the Platform or the Content.**
- 12.4 **The Content on the Platform and any interaction that you may have with Epione representatives or employees via the Platform or social media does not constitute medical, legal or other advice in any form and must not be treated as medical, legal or other advice, or be relied on as medical, legal or other advice.**
13. **Limits and exclusions of liability**
- 13.1 **As far as the law allows, we and our third party providers will not be responsible or liable to you (and all such responsibility and liability is disclaimed by us and our third party providers) for any loss, liability, injury or damage (whether direct, indirect, incidental, special, punitive or consequential) whatsoever resulting from:**
- 13.1.1 **any claims, damages, loss or harm arising from the acts or omissions of a third party, including another patient or any Practitioners, Specialists or Facilities;**
- 13.1.2 **any interruption, failure, delay or cessation of transmission to or from the Platform, or Technology used by you or us to access, use, download, provide or receive the Platform and/or the Content;**
- 13.1.3 **any Destructive Code which may be transmitted to or through the Platform or the Content;**
- 13.1.4 **any defect, fault, malfunction and/or delay in your Access Device, or the Technology used by you or us to access, download, provide or receive the Platform or the Content;**
- 13.1.5 **any defect, failure, fault and/or delay in connectivity to the internet;**
- 13.1.6 **any data loss arising out of the installation, download or use of the Platform or the Content; or**
- 13.1.7 **any unauthorised access to or use of our Technology and/or any and all personal or other information stored therein.**
- 13.2 **The provisions of clause 13.1 apply irrespective of whether any claim you or others make, or any loss, liability, injury or damage suffered, is based on warranty, contract, delict or any other legal theory, and whether or not we or our third party providers have been advised of the possibility of such loss, liability, injury or damage.**

## 14. Indemnity

- 14.1 **As far as the law allows, you indemnify us and our third party providers and you agree to hold us and our third party providers harmless from and against any and all loss, liability, costs, and damages which we or they may suffer as a result of**
- 14.1.1 **you infringing or misusing any person's rights, including Intellectual Property Rights;**
- 14.1.2 **you failing to comply with these Terms of Use, including (without limitation) the Privacy Policy;**
- 14.1.3 **any deliberate or unlawful act that you commit, or your unlawful failure to act.**

## 15. Notices and communication

- 15.1 Any notices sent to us under these Terms of Use, or related to these Terms of Use or the Platform , including legal notices, must be delivered to us by hand or registered post at our offices at [91 20<sup>th</sup> Street, Parkhurst, Johannesburg, South Africa], marked for the attention of Garikai Govati.
- 15.2 Any notices we send to you under these Terms of Use, including legal notices, may be delivered by us to the email address you provided when you registered to use the Platform or any other physical, postal or e-mail address which we may have for you. If you change email addresses but do not provide us with your updated details, you agree that you will accept notices, including legal notices, at the email address which you provided when your profile was created on the Platform.
- 15.3 We also have the right to give you notices by delivering them to you on the Platform.
- 15.4 We may also give you notices where we intend to suspend or terminate these Terms of Use or your use of the Platform and/or the Content, or where we have changed any part of these Terms and Conditions, or where we make any changes, Updates or Upgrades to the Platform and/or the Content. You may not unsubscribe to receive notices from us regarding this above information.

## 16. Miscellaneous

- 16.1 These Terms of Use and any rights, obligations and licences granted under these Terms and Use, must not be transferred, ceded, delegated or assigned by you.
- 16.2 You agree that we may, at any time, transfer, cede, delegate or assign any or all of our rights and obligations under these Terms of Use and we may do so without your consent. We will notify you if we transfer, cede, delegate or assign any rights or obligations to a third party. We

may sub-contract our obligations without your consent and we do not have to inform you if we subcontract any of our obligations.

- 16.3 These Terms of Use shall apply for the benefit of and be binding upon each party's successors and permitted assigns.
- 16.4 These Terms of Use and the relationship between you and Epione shall be governed by the laws of the Republic of South Africa.
- 16.5 Both you and Epione agree to submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.
- 16.6 If any part of these Terms of Use or the Platform or the Content or your use thereof are regulated by or subject to the Consumer Protection Act, No 68 of 2008 ("**CPA**") or the Protection of Personal Information Act, No. 4 of 2013 ("**POPI**"), it is not intended that any part of these Terms of Use contravenes any provision of the CPA or POPI. Therefore all provisions of these Terms of Use must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA and POPI are complied with.
- 16.7 No provision of these Terms of Use (or any contract governed by these Terms of Use):
- 16.7.1 does or purports to limit or exempt us or any other person or entity from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
- 16.7.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
- 16.7.3 limits or excludes any warranties or obligations which are implied into these Terms of Use (or any contract governed by these Terms of Use) by the CPA or POPI (to the extent they are applicable) or which we give under the CPA or POPI (to the extent they are applicable), to the extent that the law does not allow them to be limited or excluded.
- 16.8 Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.
- 16.9 These Terms of Use makes up the whole agreement between you and us relating to the Platform and the Content. As far as the law allows, and accept as we may both otherwise agree in terms of a written agreement between us, neither you nor we are legally obliged to comply with any term, condition, undertaking, representation, or promise relating to the Platform or the Content that is not written in these Terms of Use.
- 16.10 Each provision of these Terms of Use, and each part of any provision, is removable and detachable from the others. As far as the law allows, if any provision of these Terms of Use,

or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these Terms of Use. The rest of these Terms of Use will still be valid and enforceable.

- 16.11 In these Terms of Use, headings are for convenience and not to be used in interpreting these Terms of Use, and unless expressly stated otherwise or otherwise required by the context:
- 16.11.1 references to the singular includes the plural and vice versa;
  - 16.11.2 words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders.
  - 16.11.3 words or expressions that are defined or capitalised in these Terms shall have the same meaning wherever used in these Terms;
  - 16.11.4 the word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:
    - 16.11.4.1 'including' means 'including but not limited to';
    - 16.11.4.2 'include' means 'include but is not limited to'; and
    - 16.11.4.3 'includes' means 'includes but is not limited to'.
  - 16.11.5 where any number of days is given, those days are counted to exclude the first day but include the last day.