

General Terms and Conditions of Service

1. General Scope

- 1.1. Welcome to the Diagnofirm Application (the “**App**”). Please read these Terms of Service (the “**Terms**”) and our **Privacy Policy** carefully as they govern your use of our App. You are referred to as the “**Consumer**”. By accessing or using our services through the App, you agree to be bound to all the terms and conditions described in these Terms.
- 1.2. These Terms supersede and replace all prior verbal or written price quotations and, unless specifically indicated in writing, take precedence over all conflicting or inconsistent provisions of subsequent written agreements with Diagnofirm, in respect of the services provided strictly through the App.
- 1.3. If any of the provisions of these Terms proves to be invalid or illegal, that will not in any way affect, impair or invalidate any other provisions and all other provisions of these Terms will remain in full force and effect.
- 1.4. Diagnofirm may update the Terms at any time, in its sole discretion. If it does so, Diagnofirm will let you know either by notifying you through the App or other communications.
- 1.5. The Consumer agrees not to use the App in any way that breaches these Terms or any applicable local, national or international law or regulation, copy, or otherwise reproduce or re-sell any part of the App unless expressly

permitted to do so in these Terms, or do any act or thing that might damage, disrupt or otherwise interfere with the operation of the App or any equipment, network or software used in operating the App.

2. Viruses

Diagnofirm does not guarantee that the App will be secure or free from bugs or viruses. The Consumer is responsible for configuring his/her information technology, computer programmes and platform in order to access the App and we recommend that the Consumer use his/her own virus protection software.

3. Services

- 3.1. The App provides a technology platform that allows customers to schedule blood draws at our offices or request for mobile phlebotomists (“**Mobile Services**”) for the purpose of fulfilling customer lab orders and delivering their blood samples to the Diagnofirm laboratory (the “**Services**”).
- 3.2. When a blood collection appointment is created through our Mobile Services, a mobile phlebotomist will travel to the customer and perform the applicable procedure at the scheduled time and location.
- 3.3. Mobile Services provided by Diagnofirm are contingent upon availability and resources. Upon submitting a request through the App, the Consumer will receive confirmation via the Diagnofirm Call

Center regarding the availability of resources for a mobile appointment.

- 3.4. Additionally, please note that there are certain Services that cannot be accommodated through our Mobile Services offerings.

4. Clinical Disclaimer

- 4.1. Diagnofirm does not provide any medical advice, diagnosis, treatment or other clinical decisions, suggestions or judgments. The Services and content are not a substitute for the competent analysis and professional judgment of health care professionals.
- 4.2. Use of the Services is not for emergency situations.

5. Content Ownership, Responsibility and Removal.

- 5.1. Definitions
For purposes of these Terms: (i) “Content” means data, text, images, audio, video, information or other materials that are generated, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that Account holders (including the consumer) upload or make available through the Services, this includes all medical details relating to the samples. Content includes without limitation User Content.
- 5.2. Our Content Ownership
Diagnofirm does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that the

consumer may have to use and exploit their User Content. Subject to the foregoing, Diagnofirm and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. The Consumer acknowledges that the Services and Content are protected by copyright, trademark, and other laws of the Republic of Botswana.

5.3. The Consumer's Responsibility for User Content

The Consumer is solely responsible for all their User Content. The Consumer represents and warrants that they own all their User Content or they have all rights that are necessary to grant Diagnofirm the license rights in their User Content under these Terms, this includes User Content provided by a parent or legal guardian of minors. The Consumer also represents and warrants that neither their User Content, nor their use and provision of the User Content to be made available through the Services, nor any use of their User Content by Diagnofirm on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

6. Service Text Messages

If the Consumer provides their cellular phone number to Diagnofirm (either

online or via text message) to use the Services and agrees to receive communications from Diagnofirm, they specifically authorize Diagnofirm to send text messages to their phone. The Consumer can opt out of receiving text messages by sending an email requesting such to

enquiries@diagnofirm.co.bw

- 6.1. It is the Consumer's responsibility to promptly inform Diagnofirm of any changes to their cell phone number or email address. Diagnofirm shall not be held liable for any communication sent to outdated contact information if the Consumer failed to notify Diagnofirm of such changes.

7. Payments

- 7.1. Diagnofirm requires payment (“**Payment**”) of a fee for use of the Services. Specific fees will be outlined on the App.
- 7.2. When the Consumer makes a Payment, they expressly authorize Diagnofirm (or Diagnofirm's third-party payment processor) to charge them for such transaction. The Consumer represents and warrants that they have the legal right to use all payment method(s) represented by any such payment information. When the Consumer initiates a transaction, they authorize Diagnofirm to provide their payment information to third parties so as to allow Diagnofirm to complete the transaction and to charge their payment method for the type of transaction they

have selected (including any applicable taxes and other charges).

8. Intellectual property

- 8.1. Diagnofirm is the owner or licensee of all intellectual property rights in the App and the content and the Diagnofirm name and mark. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 8.2. The Consumer is not granted any right to use, and may not use, any of Diagnofirm’s intellectual property rights other than as set out in these Terms.
- 8.3. No part of the App, including, without limitation, the text, designs, graphics, photographs and images contained in them, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.

9. Warranty Disclaimers

THE SERVICES AND CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, DIAGNOFIRM EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF

COURSE OF DEALING OR USAGE OF TRADE. Diagnofirm makes no warranty that the Services will meet the Consumer's requirements or be available on an uninterrupted, secure, or error-free basis. Diagnofirm makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any Content.

10. Indemnity

- 10.1. The Consumer will indemnify and hold harmless Diagnofirm and its officers, directors, employees, and agents, from and against any claims arising from use of the Services, Mobile Services and App.
- 10.2. In other words, the Consumer agrees to defend Diagnofirm, along with its officers, directors, employees, and agents, against any claims, demands, or legal actions that may arise from their use of the Services, Mobile Services, or App. This includes covering any associated costs, such as legal fees and damages, incurred by Diagnofirm due to such claims.

11. Severability

If any provision of these Terms are held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect, except as expressly state in this Agreement. Provisions of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or

unenforceable. The parties further agree to replace such invalid or unenforceable provision (or part of any provision) of these Terms with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable provision

12. No Waiver

No waiver by Diagnofirm of any provision set out in these Terms shall be deemed a further or continuing waiver of such provision, and any failure by Diagnofirm to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

13. Governing law and jurisdiction

These Terms are governed by the laws of the Republic of Botswana. This means that the Consumer access to and use of the App, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by Botswana law.

Privacy Policy

1. This Policy is drafted to make sure Diagnofirm stores all **Personal Data and Sensitive Data** (together "**Personal Data**") in line with the relevant laws of Botswana, specifically the Data Protection Act. Diagnofirm will process all Personal Data in accordance with the Data Protection Act ("**DPA**"), which regulates and controls the processing of a person's Personal and Sensitive Data in Botswana.

2. In accordance with the requirements of the DPA we set out below how we, (the “**Responsible Party**”), collect, use, and share Personal Data and the reasons why we need to use and share the Personal Information.

3. Diagnofirm is committed to processing data in accordance with its responsibilities under the DPA. Personal Data shall be:

- processed lawfully, fairly and in a transparent manner in relation to individuals;
- collected for specified, explicit and legitimate purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date; and
- processed in a manner that ensures appropriate security of the personal data.

4. What types of Personal Data do we collect?

4.1. The types of Personal Data that we may collect includes information necessary for our legitimate business interests and to provide you with the Service, including but not limited to, fulfilling an order and answering a query. This may include:

- identifiable personal information, that you would provide to us, such as (amongst other things) your first and last name, screen name, email address, postal address, physical

address, telephone number, date of birth, details about your telephone;

- ID or Passport Number; and
- Medical Aid Details and details of the Medical Aid member.

4.2. Diagnofirm recognizes the sensitive nature of sensitive personal data (as defined in the DPA), which includes data collected regarding physical or mental health or condition of an individual. As part of providing our Services, we may collect, store, and process sensitive personal data to ensure the quality and accuracy of the services we offer. Rest assured that we are committed to maintaining the utmost confidentiality and security of this data in accordance with the DPA. Your privacy and trust are of the utmost importance to us, and we take all necessary measures to safeguard your sensitive personal data.

4.3. We may also collect other information, including your interests, preferences, purchasing behaviour, transactional information, geographical location and demographics (e.g., age, gender, and income information). We may, on occasion, combine Personal Data we receive online with other records (such as those from telephone and direct purchases) to develop a customer profile relating to you.

4.4. We will attempt to limit the types of Personal Data we collect to only that to which you consent (for example, in the context of online registration, , message

boards, surveys, polls,, SMS, and other mobile services).

- 4.5. When you visit our App, our server also automatically records your address, the App from which you visit us, the pages on our sites you visit and in what sequence, and the date and length of your visit. This information is aggregate and anonymous data and does not identify you specifically. However, you acknowledge that this data may be able to be used to identify you if it is aggregated with other Personal Data that you supply to us.
5. To provide our Services effectively, Diagnofirm will collect samples for analysis and send them to the Diagnofirm Lab. The results of these samples will be shared with (i) the registered medical practitioner specified on the prescribed Diagnofirm form and/or (ii) the referral hospital/clinic/lab indicated on the Diagnofirm request form. Additionally, all results and invoices will be accessible for the Consumer to view on the App. If the Consumer wants results sent to a different referral hospital, clinic, lab, or medical practitioner and did not specify this on the prescribed Diagnofirm form, Diagnofirm is not liable or responsible for sending results to the stipulated referral hospital, clinic, lab, or medical practitioner stated on the prescribed Diagnofirm form.
6. Please be aware that if the designated medical practitioner is situated outside Botswana, certain Personal Data may need

to be transferred outside the country for processing. By agreeing to the Terms of service, you are granting your consent for this data transfer.

6.1. In addition, we may use your Personal Data to:

- inform you of changes made to our App;
- inform you of products, services, promotions, offers and competitions which you may find interesting;
- respond to any queries you may have;
- develop an online customer profile;
- understand general customer trends and patterns so we can develop and support existing and ongoing marketing strategies for our products and services; and
- for security, administrative and legal purposes.

7. What security measures are in place to protect my Personal Data?

7.1. Although absolute security cannot be guaranteed, we have in place up-to-date, reasonable technical and organisational security measures to protect your Personal Data against accidental or intentional manipulation, loss, misuse, destruction or against unauthorised disclosure or access to the information we collect online.

7.2. While we cannot ensure or warrant the security of any Personal Data you provide us, we will continue to maintain and improve these security measures

over time in line with legal and technological developments.

7.3. We store your Personal Data in the Republic of Botswana. If the location of the central database is located in a country that does not have substantially similar laws which provide for the protection of personal data, we will take the necessary steps to ensure that your Personal Data is adequately protected in that jurisdiction.

7.4. Your information will not be stored for longer than is necessary for the purposes described in this Privacy Policy.

8. Will my Personal Data be shared with anyone else?

8.1. We may share your Personal Data with other entities within Diagnofirm (including those based overseas) that have agreed to be bound by this Privacy Policy. It is possible that we, or one of our divisions or affiliates, could merge with, be sold to or be acquired by a third party. To the extent legally permissible and in accordance with the conditions of this Privacy Policy, we may share your Personal Data with any successor entity. In addition, we will share medical data to your requested medical practitioner.

8.2. Family accounts: If you have a family account that includes your spouse and/or children, please consider the following:

- as the legal guardian of your children, you will sign these terms on their behalf, and you acknowledge that the

Personal Data provisions will also apply to your children;

- by adding your spouse to the account, it is necessary for your spouse to accept these Terms separately; and
- in the event of a divorce, it is your responsibility to remove your spouse from the account if you do not want them to receive Personal Data. Diagnofirm holds no responsibility for any sharing of Personal Data with a spouse who has not been removed from the account.