

# ROSEBANK PHYSIOTHERAPY

## TERMS OF USE

### 1. GENERAL INFORMATION

- 1.1 Rosebank Physio (Pty) Ltd (“Rosebank Physio”, “the Practice”), registration number 2013/182056/07 provides physiotherapy services to patients. The practice is located at medical offices in Rosebank Johannesburg.
- 1.2 Any physio treatment or services rendered to a Patient at Rosebank Physio by a Physiotherapist (the “Services”) shall be subject to the terms and conditions contained herein.

### 2. PAYMENT TERMS

- 2.1 The person who may sign these terms and conditions are the patient him/herself or a person acting in his/her capacity as parent or guardian of a patient who is under the age of 18 years or does not have the legal capacity to enter into agreements. The person signing this document will be referred to as the Signatory and will be responsible for payment of the Services.
- 2.2 Patients who are not members of a medical scheme (“Private Patients”) are responsible to pay their accounts immediately after receiving the Services.
- 2.3 Where a Patient is a member of a medical scheme the account remains the responsibility of the Signatory if not paid in full by such medical scheme within the times permitted by the Medical Schemes Act.
- 2.4 Although Rosebank Physio takes care to ensure accurate and timely submission of accounts to the medical schemes, Rosebank Physio will not be held liable for any accounts not received by the medical scheme or repudiated by the medical scheme and the account remains the responsibility of the Signatory until settled in full.
- 2.5 Interest at a rate of 1% above the prime rate shall accrue on the amount due from the first payment date to date of actual payment and compounded monthly in arrears.
- 2.6 Should the Signatory fail to pay the account and thereby necessitate legal action, the Signatory undertakes to pay legal costs relating to the recovery of same including attorneys’ fees on the attorney own client scale, collection commission and tracing costs.
- 2.7 The Signatory hereby gives Rosebank Physio permission to verify and assess his/her credit profile with any credit bureau and further consents to Rosebank Physio disclosing and providing his/her personal information and payment conduct information (including defaults) to any credit bureau.
- 2.8 Should a Patient be indebted to Rosebank Physio, we reserve the right to refuse the Patient access to the Services offered by Rosebank Physio. This clause shall not be applicable in instances where the Patient is suffering from an emergency medical condition.
- 2.9 The Signatory hereby consents to Rosebank Physio invoicing the Signatory for the Services rendered to the person receiving the Services (“the Patient”).
- 2.10 The Signatory acknowledges and consents to the cession by Rosebank Physio of all of the Practice claims against the Signatory to Rosebank Physio for the face value of such claims.

### **3. MEDICAL RECORDS AND DATA PROCESSING**

- 3.1 The Patient authorises Rosebank Physio to disclose his/her/the Patient's medical records to all medical practitioners who provide medical care to the Patient or to whom the Patient has been referred, as well as to Rosebank Physio staff members who administer the Practice.
- 3.2 The Signatory further authorises disclosure of his/ her/the Patient's medical records to the Patient's medical scheme or it's duly appointed providers.
- 3.3 The Signatory consents to being contacted regarding any clinical trials or medical research that may be of relevance to him/ her/the Patient.
- 3.4 The Signatory consents to Rosebank Physio processing his/ her/the Patient's personal information for the purposes of the Protection of Personal Information Act, provided that Rosebank Physio will only process such information to the extent that is reasonably required.
- 3.5 Appointment Bookings and enquiries:
  - 3.5.1 Rosebank Physio provides an online appointment request form which allows a Patient to request an appointment with the Practice. In order to provide the appointment booking service, Rosebank Physio uses software ("Software") that is owned and licenced by JotForm in the United States. When a Patient submits personal information, the Software records this in order to forward the request. By using the Software to make a enquiry or a booking, Patients agree that Rosebank Physio can use any personal information provided through the Software:
    - 3.5.2 To facilitate the booking services;
    - 3.5.3 For historical, statistical or research purposes; and
    - 3.5.4 In accordance with the Rosebank Physio privacy policy.
    - 3.5.5 In respect of the Software, Patients agree that they shall not (and will not allow any third party to):
      - 3.5.6 Copy, modify, adapt, translate, or reverse engineer any portion of the Software;
      - 3.5.7 Remove any copyright, trademark or other proprietary rights notices contained in or on the Software;
      - 3.5.8 Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Software; or
      - 3.5.9 Access, retrieve or index any portion of the Software for purposes of constructing or populating a searchable database of reviews related to the health care industry or Providers or otherwise.

### **4. MARKETING AND COMMUNICATIONS**

- 4.1 The Signatory consents to receiving general communications and direct marketing from Rosebank Physio by SMS, fax, automatic calling machines or email.
- 4.2 The Signatory may elect to opt-out of receiving communications at any time.

### **5. LIABILITY**

- 5.1 Rosebank Physio, its directors, officers, employees or agents shall not be liable for any loss, destruction or damage to any Patient's property, or any other property

belonging to, or in the possession of the Patient, or in the safe keeping of Rosebank Physio, how so ever such loss, damage or destruction may arise and whether caused by the negligence of any degree of Rosebank Physio, its directors, officers, employees or agents.

- 5.2 The Patient understands and acknowledges that it is the duty of the attending physiotherapist to ensure that the appropriate consent is obtained and the relevant information regarding any procedure is provided to the Patient.

## **6. GENERAL**

- 6.1 The Signatory chooses his/her home address as listed in the Patient Information Form as his/her address to receive legal documents (domicilium citandi et Executandi) for the purposes of legal proceedings and undertakes to notify Rosebank Physio, in writing, of any changes to his/her domicillium address.
- 6.2 The Signatory warrants that these terms and conditions have been read, understood and accepted by him/her and that he/she is duly authorised to sign these terms and conditions whether in his/her capacity as Patient or for and on behalf of the Patient (in his/her capacity as parent or legal guardian of the Patient).