WEBSITE TERMS AND CONDITIONS

1. Definitions and interpretation

1.1.1. “ECT Act” means the Electronic Communications and Transaction Act No 25 of 2002, as amended;

1.1.2. “Frame” means to organise the website into different frames, with each frame displaying a different html document, severing the link between the content and the URL;

1.1.3. “User” means any person who access and/or uses the website of Dr L Modikeng;

1.1.4. “Dr L Modikeng Neurosurgery Inc” means the website displaying official content as authorised by Dr L Modikeng Neurosurgery Inc practice;

1.1.5. Dr L Modikeng refers to the registered medical practice of Dr L Modikeng, HPCSA Registration Number: MP0614408;

1.1.6. “The Practice” refers to the registered medical practice of Dr L Modikeng, HPCSA Registration Number: MP0614408;

1.1.7. “Site content” means textual, visual or aural content that is encountered as part of the user experience;

1.1.8. “Website” means a collection of web pages (documents that are accessed through the Internet);

Unless a contrary intention clearly appears, words importing any one gender include the other two genders; the singular include the plural and vice versa; and natural persons include created entities (corporate or unincorporate) and the state and vice versa.

1.2. Allowed use and license

1.1.1. By accessing Dr L Modikeng Neurosurgery Inc, the User agrees to the terms and conditions herein contained and all applicable laws.

1.1.2. Dr L Modikeng Neurosurgery Inc authorises the User to view and print the content of the website, provided that such contents are only used for personal, educational and/or non-commercial purposes.

1.1.3. Content on the website may not be used for any commercial or non- private use without the prior written consent of Dr L Modikeng’s practice.

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1.1.4. Users may only access and use the website for lawful purposes.

1.1.5. No person may frame this website in any manner whatsoever without the prior written consent of Dr L Modikeng's practice.

1.1.6. Users are not allowed to copy, reproduce, reuse, retransmit, adapt, publish, frame, post, upload, modify, broadcast or distribute any Site content in any way.

1.3. IP rights and domain names

1.1.1. All intellectual property on the website, including but not limited to trademarks, domain names, patents, text, graphics, software, icons, hyperlinks, software, and design elements are the property of Dr L Modikeng and are protected from infringement by domestic and international legislation.

1.1.2. All Site content remains the sole property of the relevant content owner and is protected under all relevant copyright, trademark, patent and other applicable laws.

1.1.3. Nothing on the Website should be construed as granting any licence or right to distribute content without the express written consent of Dr L Modikeng.

1.4. Severability

If for any reason any of the provisions contained herein are found to be void or unenforceable it will be severed to the extent that it is void or unenforceable and the remaining provisions will continue in full force and effect.

1.5. Waiver

1.5.1 Although Dr L Modikeng will make reasonable endeavours to ensure that the content on the website is reliable, inaccuracies may occur. It is therefore important that the User acknowledges that:

1.5.1.1. use of the website is at own risk;

1.5.1.2. the website is provided to the User 'as is'.

1.5.2. The User is furthermore prohibited from:

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1.5.2.1. placing information, personal or otherwise, on Dr L Modikeng Neurosurgery Inc;

1.5.2.2. creating additional hyperlinks on Dr L Modikeng Neurosurgery Inc;

1.5.2.3. defacing Dr L Modikeng Neurosurgery Inc;

1.5.2.4. deleting, altering and/or amending content on Dr L Modikeng Neurosurgery Inc.

1.6. Hyperlinks

1.6.1. The Website may provide hyperlinks to other websites not controlled by Dr L Modikeng's practice. Such links do not imply the endorsement, agreement or support of the content of such other sites.

1.6.2. Downloading material from these sites may risk infringing intellectual property.

1.6.3. It is the User's responsibility to access the authenticity of any website which may be hyperlinked to Dr L Modikeng Neurosurgery Inc.

1.6.4. The Practice is not responsible for ensuring that hyperlinks are operational.

1.7. Security

1.7.1. Although Dr L Modikeng acknowledges that a 100% secure online environment is unattainable, the Practice is committed to taking reasonable security measures to safeguard the content of its website.

1.7.2. The User's privacy is very important to Dr L Modikeng. Any information provided to Dr L Modikeng is therefore stored on a secure server.

1.7.3. Dr L Modikeng does not sell or rent personal information about individual members (such as name, address, email address, telephone or fax number) to third parties.

1.7.4. Dr L Modikeng may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.

1.7.5. Dr L Modikeng will collate the information which users give to the practice to provide users with services and personalise the use and visits of Dr L Modikeng Neurosurgery Inc.

1.7.6. Dr L Modikeng may also use such information to inform users, about changes in the services Dr L Modikeng offers and/or about features that may be of interest to Users. By providing Dr L Modikeng with this information, users consent to Dr L

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Modikeng's use of it for these purposes and for the purposes outlined in Dr L Modikeng's Privacy Policy, including for the purpose of processing User requests.

1.7.7. For further information regarding the Practice's treatment of a User's personal information, referred to the Privacy Policy.

1.8. Disclaimer and limitation of liability

1.8.1. Information contained on Dr L Modikeng Neurosurgery Inc is for information purposes only and not intended to constitute professional advice as circumstances will vary from person to person.

1.8.2. The Practice is not liable to Users for information posted on Dr L Modikeng Neurosurgery Inc.

1.8.3. The Practice is not liable for the actions of Users of Dr L Modikeng Neurosurgery Inc.

1.8.4. By using Dr L Modikeng Neurosurgery Inc, a User indemnifies, defends and holds harmless, its lawful agents, employees and representatives from all damages, losses and expenses, including legal expenses arising from the following:

1.8.4.1. any claims for the infringement of intellectual property rights, libel, defamation to any material the User may send to Dr L Modikeng Neurosurgery Inc;

1.8.4.2. the User's breach of any provisions of these terms and conditions of Dr L Modikeng Neurosurgery Inc;

1.8.4.3. any claims, cost, loss, damage or expense, whether directly or indirectly, whether monetary or otherwise, which any person may suffer as a result of or in consequence of the use of or reliance of any information or material provided for on Dr L Modikeng Neurosurgery Inc;

1.8.5. The Practice its lawful agents, employees and representatives are further indemnified in respect of any costs, losses, damages or expenses which any person may suffer as a result of entering into any transaction with any third party, including Dr L Modikeng, its lawful agents, employees and representatives as a result of or in consequence of the reliance of any information contained on Dr L Modikeng Neurosurgery Inc or any related site.

1.8.6. In no event shall The Practice its lawful agents and representatives referred to in this website, be liable for any damages of whatsoever nature, whether for bodily, moral or material injury (including, without limiting, indirect, punitive, incidental and

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consequential damages, loss profits, expenses, costs, damage resulting from lost data or business interruption) resulting from the use or inability to use Dr L Modikeng Neurosurgery Inc and the material contained therein, whether based on warranty, contractual or extra contractual liability, any other legal matters, and whether or not The Practice its lawful agents, employees and representatives are advised of the possibility of such damages.

1.9. Removal and correction of content

Users should report any untrue, inaccurate, illegal and/or harmful content appearing on Dr L Modikeng Neurosurgery Inc. Dr L Modikeng undertakes to correct and/or remove any such content as soon as it becomes aware thereof.

1.10. Entire agreement

1.10.1. The terms and conditions set out herein constitute the whole agreement between the User and The Practice and shall take precedence over any disclaimer and/or legal notices attached to any communications and/or postings received by The Practice from the User.

1.10.2. Any failure by The Practice to exercise or enforce any rights or provisions shall not constitute a waiver of such rights or provisions.

1.10.3. No amendment of these terms and conditions or any provision or term hereof or of any other conditions contained on this website shall be binding unless made by and recorded in writing by The Practice.

1.10.4. To the extent permissible by law The Practice shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

1.11. Applicable law

Dr L Modikeng Neurosurgery Inc is hosted, controlled and operated from the Republic of South Africa, and therefore South African law governs the use of Dr L Modikeng Neurosurgery Inc.

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1.12. Jurisdiction

The High Court of South Africa (Witwatersrand Local Division) shall have jurisdiction with regard to any legal proceedings whatever arising in terms of this Agreement.

1.13. Legal costs

The Practice shall not be liable for legal costs and expenses incurred by the User to obtain professional advice relating to these terms and conditions.

1.14. Breach of terms and conditions

Should the User breach any terms and conditions of this website, The Practice shall be entitled, without prejudice to its rights in terms of the terms and conditions or at law, to claim damages from the User or to commence criminal proceedings.

2. Update of the Terms & Conditions

These Terms and Conditions were last updated June 2021

HPCSA Registration Number: MP0614408

Dr L Modikeng Neurosurgery Inc

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