

Terms & Conditions

Updated: 14 August 2024

We Healthy Living Consulting (Pty) Ltd (“the Company”) are the proprietors of MyHealth360.co.za (“the Website”) and the Wellbeing Engagement Platform (“WEP”) (together known as “the Platforms”).

These terms and conditions govern your use of the Platforms (“Terms”); by using these Platforms, you accept these Terms in full. If you disagree with these Terms or any part of these Terms, you must not use these Platforms.

For your convenience, you only need to sign in once to access the Company’s services where you can book appointments with health practitioners and/or wellbeing practitioners. The Terms, privacy policy, and cookie policy apply to all the Platforms. These Platforms use cookies. By using these Platforms and agreeing to these terms and conditions, you consent to the Company’s use of cookies in accordance with the terms of the cookie policy.

Any clauses in italics involve a limitation of liability or assumption of risk.

Users and Services

The Company offers a range of services to its users, including video on demand (“VOD”), online courses, live sessions/training/fitness, and booking consulting with health practitioners and/or wellbeing practitioners (“the Services”). Some parts of the Platforms may be viewable and we may collect and process some of your information without registration.

Functionality of the Wellbeing Engagement Platform (WEP)

The WEP is a Progressive Web App (PWA) designed to support the diverse well-being needs of employees, members, and participants. Key features include:

- 1. Individual Self-Assessment:**
 - Dynamic profile creation for each employee.
 - Real-time actionable insights based on the 16 Wellbeing Factors™, covering physical, emotional, social, financial, and occupational well-being.
- 2. Electronic Content:**
 - Curated content tailored to organizational needs, including digital posters, articles, videos, and resources on various well-being topics.
- 3. Push and Pull Communication Strategies:**

- Monthly content delivery via in-app notifications and emails.
- Community page for questions, messages, photo and video sharing.
- 4. Interactive Components:**
 - Wellology classes, live events, and real-time engagement features.
 - Points system with a live leaderboard, interactive AI response system.
- 5. Quarterly Activities:**
 - Challenges designed to drive behavioral change, focusing on exercise, mental well-being, and nutrition.
- 6. Pulse Surveys:**
 - Real-time insights into employee stress, burnout, and work-life balance.
 - Linked to user profiles for proactive issue management and support facilitation.
- 7. Support and Resources:**
 - Access to wellness content, e-learning modules, and live events.
- 8. Administration Dashboard:**
 - Tools for content management, monitoring engagement, and generating well-being reports.

Restricted Access

Access to certain areas of these Platforms is restricted. The Company reserves the right to restrict access to areas of these Platforms or indeed these entire Platforms. If the Company provides you with a User ID and password to enable you to access restricted areas of these Platforms or other content or services, you must ensure that the User ID and password are kept confidential. The Company may disable your User ID and password at its sole discretion without notice or explanation.

No Medical Advice

The Services on the Platforms, where medically related, are provided by independent healthcare professionals but do not constitute medical advice and do not establish a doctor-patient relationship. Some of the content available on the Platforms is developed by in-house specialists but also does not constitute medical advice and does not establish a doctor-patient relationship.

We don't endorse or recommend any specific healthcare professionals, service providers, procedures, diagnostics/tests, courses, or training based on the information available on the Platforms. You are to exercise due care when applying information, choosing Services, and seeking professional medical advice, including researching the service providers' education, qualifications, and expertise for your needs and verifying their identity. Although we take reasonable measures to verify the qualifications and credentials of service providers and healthcare professionals on the Platforms, you have the final responsibility for whom you choose to engage with.



All content on the Platforms and discussions on the Platforms are not a replacement for and do not substitute medical advice, care, diagnosis, and treatment from a suitably qualified professional. The Platforms are not suitable for emergency medical requirements. Users should not ignore medical advice or avoid seeking medical advice based on the information on the Platforms. Any information on the Platforms and the Services are used at your own risk.

No Relationship Between Doctor and Patient Created

The use of the Services and information available on the Platforms, including the Wellbeing Engagement Platform where you can find service providers and communicate with them or us as well as external links, does not result in a doctor-patient relationship.

We don't guarantee, warrant, or make any representations of any form regarding the ability, credentials, qualifications, standard of work, or any other content available on the Platforms or from any health professional or service provider that you connect with through the Platforms. We won't be responsible for your reliance on any information on the Platforms or your resultant decisions.

If you use the Platforms to book appointments with and consult with health practitioners and/or wellbeing practitioners, we can't guarantee their availability and accordingly can't be responsible for cancellations or missed appointments or any loss that results from the same.

Please note that communications on the Platforms may not be protected as privileged communications.

Payment for Services

Payment for Services shall be levied through our payment portal Peach Payments based on your choice of Service.

We confirm that we earn a booking facilitation fee from the service provider for enabling you to find a healthcare professional/service provider and for use of the Platform's functionality.

Your attention is drawn to the terms and conditions of Peach Payments, which may be accessed by contacting: mikhail.lang@peachpayments.com.

License to Use Platforms

Unless otherwise stated, the Company and/or its licensors own the intellectual property in the material and content of whatever nature on the Platforms, including all trademarks, copyrightable works, and patents. Subject to the license below, all these intellectual property rights are reserved.

The underlying technology, code, and software are also proprietary to us. You may view, download for personal and non-commercial use such as caching purposes only, subject to the restrictions set out below and elsewhere in these Terms.

Acceptable Use and IP Infringement

You must not use the Platforms in any way that causes or may cause damage to the Platforms or impairment of the availability or accessibility of the Platforms; or in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

You will not post or submit any material, including but not limited to the document upload, chat, or service provider feedback functionality, which infringes the rights of others; i.e., which may be threatening, sexist, racist, defamatory, obscene, may be an invasion of privacy rights or any other law, or which we deem inappropriate. We may monitor the User and other content on the Platforms and may amend or remove it in our sole discretion.

You must not use the Platforms to copy, reverse engineer, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

You must not republish material from these Platforms (including republication on another website); sell, rent, or sub-license material from the Platforms; reproduce, duplicate, copy, or otherwise exploit material on the Platforms for a commercial purpose; edit or otherwise modify any material on the Platforms; or redistribute material from the Platforms. You may not use the Platforms to obtain or remove any proprietary intellectual property.

You will not post any material which violates or infringes the intellectual property (including copyright or trademark) of others. Where you use, post, or submit any third-party intellectual property on the Platforms, you warrant that you have obtained permission from the third party to do so and indemnify us against any liability arising as a result thereof.

Any Material available on the Platforms that is subject to the intellectual property of a third party is used either with the third party's consent or is used in terms of the principles of fair use and only for informational or educational purposes. If you believe that any material on the Platforms infringes your copyright or that of a third party, please draw this to our attention by emailing us at: info@myhealth360.co.za.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Platforms.

You must not use the Platforms to transmit or send unsolicited commercial communications/spam. You must not use these Platforms for any purposes related to marketing.

Nobody may establish a hyperlink, frame, meta tag, or similar reference, whether electronically or otherwise (collectively referred to as linking), to the Platforms before receiving our prior written approval, which may be withheld or granted subject to the conditions we specify from time to time.

If you are in breach of the contents of this paragraph, we may take legal or other actions against you.

No Warranties

The Platforms are provided “as is” without any representations or warranties, express or implied. The Company makes no representations or warranties in relation to the Platforms or the information, content, Service, and materials provided on or purchased through the Platforms. We don’t owe you any fiduciary duties. We aren’t in control over the Users who have access to the Platforms. We may make recommendations based on your stated interests but do not control your choice of content, service providers, or Services or your interpretation, acts, and use of the Services and materials on the Platforms.

Without prejudice to the generality of the foregoing paragraph, the Company does not warrant that:

- *The Platforms will be constantly available or available at all.*
- *The software, databases, mobile application, website, affiliate sites, code, and IT systems are free of error or that loss of data will not occur or that the services, software, code, databases, or the websites are free of viruses or other elements that might cause harm.*
- *The information on the Platforms is complete, true, accurate, or non-misleading. We won’t be liable for the accuracy, intellectual property compliance, suitability, or legality of content on the website or the Services.*
- *Nothing on the Platforms constitutes or is meant to constitute advice of any kind. If you require advice in relation to any legal, financial, or medical matter, you should consult an appropriate professional.*

Please read the clauses in these Terms relating to “Limitations of liability”.

Limitations of Liability

The Company, our representatives, mandataries, directors, officers, subsidiaries, group companies, affiliates, successors, assigns, sub-contractors, employees, and agents (“Limited Parties”) won’t be responsible for any loss, damage, liability, or harm of any nature and in any way arising from access to/use of the Platforms and Services.

Indemnities

You agree to indemnify and hold harmless the Company and the Limited Parties from any claims, losses, liabilities, damages, expenses, and costs, including reasonable attorney's fees, arising out of or related to your use of the Platforms, your violation of these Terms, or your infringement of any intellectual property or other rights of any person or entity.

Cancellation and Reasonableness

By using this website, you agree that the limitations of liability, cancellation fees, and indemnifications set out are reasonable. If you do not think they are reasonable, you must not use this website.

Electronic Communications

When a User visits the Platforms and completes a registration form to become a User, the User consents to receiving communications from us electronically and agrees that all agreements, notices, disclosures, and other communications sent by us satisfy any legal requirements, including, but not limited to, the requirement that such communications should be “in writing” in terms of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”).

The User acknowledges and accepts that the action to click on specified buttons on certain web forms on the Platforms may constitute an expression of intent or other statements.

Disclosures Required by Section 43 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”)

Access to the Services, content, software, and content downloads available from the Platforms are classified as “electronic transactions” in terms of ECTA and therefore users have the rights detailed in Chapter 7 of ECTA. We have the duty to disclose the following information: 1.1.1 The full name and legal status of the Websites owner: Healthy Living Group (Pty) Ltd 1.1.2 Registration Number: 1010/000783/07 1.1.3 VAT registration number: 4670254798 1.1.4 Street address and physical address for receipt of the legal documents: 28 Majuba Avenue, Quellerina, 1709 1.1.5 The official email address is: info@myhealth360.co.za.

Unenforceable Provisions

If any provision is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of the Platforms terms and conditions.

Breaches of These Terms and Conditions

Without prejudice to its other rights under these terms and conditions, if you breach these terms and conditions in any way, the Company may take such action as it deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

The Company may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

The Company may transfer, sub-contract, or otherwise deal with its rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract, or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These terms and conditions constitute the entire agreement between you and the Company in relation to your use of the Platforms and supersede all previous agreements in respect of your use of the Platforms.

Law and Jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the South Gauteng High Court.



Healthy Living Consulting (Pty) LTD

- Privacy Policy (Refer to Privacy Policy)
- Contact Us
 - Email: info@myhealth360.co.za