

between **Altron TMT (Pty) Ltd** (registration no 1984/003805/07) on behalf of its **MediSwitch Division** (hereinafter referred to as "**MediSwitch**") No 2 Riverview Office Park, Janadel Ave, Midrand. PO Box 7045, Halfway House 1685 and the **Practice** (the "**Practice**" as identified below)

Full name of the owner(s) of the Practice	
Company/ CC or ID No	VAT No
Practice Name	PCNS No

Please attach a PCNS Confirmation Letter with all NEW practice numbers.

Physical address		Postal address	
Street Name & No		PO Box	
Building		Town/City	
Town/City		Postal Code	
Postal Code	Or indicate if same as physical address		Yes No
Contact Person		Cell	
Tel		Fax	
E-mail (general)*		E-mail (statements/confidential info)#	

Practice management system information (Accounting Software)	
Package Name	Dealer / Sales
Bureau Name (If bureau services are utilised)	

Claims Services - Switching Method Preference					
MediSwitch Batch (QEDI)	Yes	No	MediSwitch Online (SwitchOn)	Yes	No
electronic Remittance Advices ("eRA's" – refer to clause 29-33)				Yes	No
eRA's in PDF format - allows eRA's to be printed and provided at no cost (PMA dependent)	Yes	No	eRA's in data format - enables automatic payment reconciliation billable at current rate (PMA dependent)	Yes	No

Name of the Switching Service previously used (if applicable)
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Marketing information					
Do you wish to receive our newsletter and marketing information about MediSwitch products? *	Yes	No	Do you wish to receive marketing information about related products and companies? *	Yes	No
E-mail		Cell			

Signature on behalf of the Practice
Signed on behalf of the Practice by (full name) who hereby warrants his/her authority and binds himself/herself as surety and co-principal debtor of the Practice in terms of this agreement and confirms that he/ she has read the Terms and Conditions overleaf.
Signature Date / / 20.....

DEBIT ORDER

The **Account Holder** authorises **MediSwitch** to debit the Bank Account, details of which appear below, in payment of monies payable to **MediSwitch** for **services** rendered (a copy of a cancelled cheque must be enclosed herewith).

BANK NAME: ACCOUNT HOLDER:

ACCOUNT NO: ACCOUNT TYPE:

Cheque	Transmission	Savings
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BRANCH CODE: **Signed by (Full Name)**

Signature Date / / 20.....

See the Terms and Conditions overleaf

* The **Practice** may at any time stop the supply of marketing information to it by giving notice in writing to **MediSwitch**.

TERMS AND CONDITIONS

MediSwitch grants to the **Practice** and the **Practitioners** attached to it, jointly, a non-exclusive and non-transferable licence to use **MediSwitch's** services and the related software subject to the following terms and conditions:

The **Practice** qualifies as a "consumer" in terms of the Consumer Protection Act 68 of 2008 if it is a company, a close corporation, a partnership, an association or a trust whose asset value or annual turnover is less than R2 million or if he or she is a natural person (a human being) who conducts the practice on his or her own, irrespective of his or her asset value or annual turnover. In what follows "section" refers to a section of the aforesaid Act.

DEFINITIONS

1. For the purposes of these **Terms and Conditions**:
- 1.1. "**agreement**" means this Practitioners Licence Agreement including these **Terms and Conditions**;
- 1.2. "**claim**" means all transaction lines that pertain to a single patient visit on a single treatment date which is submitted to **MediSwitch** in a single instance;
- 1.3. "**destination**" means any destination serviced by **MediSwitch**, inter alia, medical schemes, financial institutions, healthcare insurers and other funders of healthcare services and, if applicable, includes intermediaries who perform claims evaluation services on behalf of destinations;
- 1.4. "**electronic response**" means a message returned by **MediSwitch** in response to a **transaction** received from the **Practice**;
- 1.5. "**eRA**" means electronic remittance advice;
- 1.6. "**LifeDoc**" is a web based personal health record application conducted by **MediSwitch** for the storage and strictly controlled disclosure of the health and wellness information of participating individuals who become members of **LifeDoc**;
- 1.7. "**month**" means a calendar month ending on the 28th, 29th, 30th or 31st day of the month, as the case may be;
- 1.8. "**parties**" means **MediSwitch** and the **Practice** and "**party**" means either of them;
- 1.9. "**Practice**" includes the **Practitioners** or the **Practitioner** in the case of a one-man **Practice**;
- 1.10. "**Practitioner**" means any person, attached to the **Practice**, who is registered as a health practitioner with the Health Professions Council of South Africa in terms of the Health Professions Act 56 of 1974, as amended;
- 1.11. "**representatives**" means a **party's** directors, officers, employees, agents or professional advisers and in the case of the **Practice**, the **Practitioners** attached to it;
- 1.12. "**services**" means the switching and other services rendered by **MediSwitch** in terms of this **agreement**;
- 1.13. "**software**" means all the software owned or to be developed by **MediSwitch** or licensed to **MediSwitch** including software which is embodied in or used in connection with the **services**, the data formats used for the transmission of **transactions** and **LifeDoc**;
- 1.14. "**transaction**" means an electronic message and reply, relating to a single patient on a single occasion, which message and reply contain structured data in plain or encrypted language prepared in a format specified for intended

transmission from computer to computer; and

- 1.15. "**VAR**" means a Value Added Reseller who has been accredited by **MediSwitch** to render maintenance and support services to the **Practice**.

LICENCE

2. **MediSwitch** retains ownership of all intellectual property rights in and to the **software** as well as any copy thereof. The **Practice** undertakes to keep (and undertakes to procure that its **representatives** will keep) the **software** and all related documents and all intellectual property associated with the submission of **transactions** in strict confidence and will not remove or destroy any proprietary markings of **MediSwitch**.
3. The **software** is not sold and the **Practice** and **Practitioners** are only entitled to use it under licence.
4. This **agreement** shall commence on the date of signature and shall remain in force until terminated by either the **Practice** or **MediSwitch** by giving the other **party** at least one **month's** written notice of such termination. On termination, for whatever reason, the **Practice** shall forthwith return to **MediSwitch** all concepts, documentation, software or trade secrets of or related to **MediSwitch** and its **services** and shall, upon request, certify in writing that it has complied with the foregoing.
5. If this **agreement** is terminated for whatever reason the onus rests on the **Practice**:
 - 5.1. to inform all the relevant **destinations** that the **Practice** will no longer receive its **eRAs** through **MediSwitch**; and
 - 5.2. to retrieve its final **eRAs** from the **MediSwitch** system.

OBLIGATIONS OF MEDISWITCH

6. **MediSwitch** shall render the following **services** to the **Practice**:
 - 6.1. transfer the **Practice's** **transactions** to the **destinations** specified by the **Practice** in the format required by the **destination** for the specific **transaction** type;
 - 6.2. validate the **Practice's** **transactions** to the best of **MediSwitch's** ability in line with the requirements of the **destinations** concerned to expedite the processing of the **transactions**;
 - 6.3. store the **Practice's** **transactions** in electronic format;
 - 6.4. subject to the provisions of clauses 27 and 34 below, observe and protect the confidentiality of the **Practice's** **transaction** data;
 - 6.5. maintain a back-up of each **transaction** for a period of 12 (twelve) **months** from the time when it is last transmitted by means of the **services**, to ensure continuity, security and auditability of its **services** to the **Practice** and the participating **destinations**;
 - 6.6. on request from the **Practice**, provide certification of any **transaction** from its origin to its **destination** and maintain an audit trail of each **transaction** for 12 (twelve) **months**;
 - 6.7. return to the **Practice** an **electronic response** for each **transaction** received.

Please initial (required) _____

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7. **MediSwitch** shall, for the duration of this **agreement**, maintain the **software**, provided always that **MediSwitch's** obligation to maintain the **software** shall be limited to, and comprise only the examination and testing of the **software** and effecting adjustments thereto as necessitated by the normal use of the **software** in terms of its specifications.

Consumers' attention is specifically drawn to the provisions of clause 7 above in compliance with the provisions of **section 49(1)(a)**.

8. **MediSwitch** or a **VAR** shall:
- 8.1. give telephonic support where the telephone call originates from the **Practice**;
 - 8.2. respond to service calls within a reasonable period of time; and
 - 8.3. make upgrades to the **software** available to the **Practice**.
9. All charges by **MediSwitch** or its **VAR** for maintenance or support which are not covered by clauses 6, 7 and 8 above, will be at **MediSwitch's** or its **VAR's** ruling rate for, *inter alia*, labour, material and travelling expenses.
10. **MediSwitch** or its **VAR** shall not be obliged to maintain the **software** or perform any other obligation in terms of this **agreement** at any time other than between 08:00 and 17:00 from Mondays to Fridays, excluding public holidays.

WARRANTY

11. **MediSwitch** warrants that the **software** will perform substantially in accordance with its published specifications, which the **Practice** acknowledges it has received, provided always that the **software** is used on computer hardware, and in conjunction with a **MediSwitch** accredited PMA and an operating system for which the **software** is designed.

LIMITS OF MEDISWITCH'S LIABILITY

12. **MediSwitch** or its **VAR** shall not be liable in respect of any defect in the computer hardware or any third-party data used by the **Practice**. **MediSwitch's** only liability with regard to any malfunctioning of the **software** will be to use its best efforts to remedy any defect as soon as practicably possible. **MediSwitch** shall, in particular, not be liable for any consequential loss that the **Practice** may suffer as a result of any defect in the **software** or **services** and its aggregate liability arising from breach of this **agreement** will, in any event, not exceed the service fee charged by **MediSwitch** for one month.
13. **MediSwitch** shall not be liable whether in contract, delict or otherwise, for any direct, indirect, special or consequential loss or damage or any loss of profit suffered or sustained by the **Practice** as a result of or in connection with the use of or reliance on incorrect data provided by the **destinations** or the **Practice's** omission to inform **MediSwitch** of any change in the **Practice's** details.
14. Save for the warranty contained in clause 11 above, **MediSwitch** gives no warranties or makes any representations in relation to the **software** or **services** and the **Practice** acknowledges that no representations have been made and no other warranties have been given on behalf of **MediSwitch**.

Consumers' attention is specifically drawn to the provisions of clauses 11 to 14 above in compliance with the provisions of **section 49(1)(a)**.

OBLIGATIONS OF THE PRACTICE

15. The **Practice** shall
- 15.1. utilise the **services** for all **destinations**;
 - 15.2. follow up with the **destination**, on a regular basis, on accounts which have not been paid within 30 (thirty) days after the service date; and
 - 15.3. within 14 (fourteen) days after being called upon by **MediSwitch** to do so, furnish **MediSwitch** with the names, HPCSA numbers and further details of every **Practitioner** attached to the **Practice**.
16. The **Practice** warrants that each **Practitioner** will comply with the provisions of these **Terms and Conditions**.
17. The **Practice** is responsible to acquire and maintain, at its cost, its own hardware, **software**, servers and communications equipment required to connect to and access the services as well as its own security systems to ensure the integrity of its system.
18. The **Practice** shall define its own access code in order to access and utilise the **services**. Such access code may be used by more than one of the **Practice's** authorised **representatives**.
19. The **Practice** shall take all steps necessary to procure that only the **Practice** or the **Practice's** authorised **representatives** shall have access to the access code referred to in clause 17 above. If for any reason the access code is no longer secure or becomes accessible to or falls into the possession of any unauthorised person, the **Practice** shall immediately notify **MediSwitch** thereof, whereupon **MediSwitch** shall, at the **Practice's** cost, replace the access code as soon as is reasonably possible. The **Practice** shall be liable for any loss, liability, damage or expense arising out of the unauthorised use of the access code and indemnifies **MediSwitch** against any claims arising out of such unauthorised use.
20. The **Practice** guarantees the data which it submits to **MediSwitch** will not encroach upon the protection which data subjects enjoy in respect of their personal information and indemnifies **MediSwitch** against any claims which may arise from any such encroachment on its part.

SERVICE FEES

21. In return for the **services** rendered by **MediSwitch** or its **VAR** in terms of this **agreement**, the **Practice** shall, subject to the provisions of clause 12 above and the provisions set out hereunder, pay **MediSwitch** service fees, based on the **Practice's** practice type and the nature of the **services** rendered, as laid down in **MediSwitch's** pricelist.
22. **MediSwitch** may from time to time change the service fee by an amount which is fair and reasonable in view of:
- 22.1. any enhancement of the **services** that **MediSwitch** renders to the **Practice**; or
 - 22.2. any increase in the cost to **MediSwitch** of providing the **services**;
- provided that **MediSwitch** gives the **Practice** at least 30 (thirty) days' notice of its intention to do so. If the **Practice** does not terminate this **agreement** within the aforesaid notice period of 30 (thirty) days, it shall be deemed to have accepted the increase.

Please initial (required) _____

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23. A minimum **monthly** fee, based on the **Practice's** practice type, as laid down in **MediSwitch's** pricelist will be charged regardless of whether the **Practice** submitted any **transactions** during the **month** concerned or not.
24. All accounts are payable strictly within 30 (thirty) days from date of statement.
25. If it should become necessary for **MediSwitch** to institute legal proceedings to recover service fees from the **Practice**, the **Practice** shall be liable for tracing fees, collection commission and legal costs (on the attorney and own client scale) reasonably incurred by **MediSwitch**.
26. Irrespective of the foregoing, **MediSwitch** shall be entitled to cancel this **agreement** and terminate its **services** forthwith if the **Practice** should fail to pay the service fee timeously, or if the debit order given by or on behalf of the **Practice** is not honoured.

USE OF DATA

27. **MediSwitch** is entitled to use data extracted from the **MediSwitch** system for comparative or commercial purposes as long as the identity of the **Practice**, the patient and member is not disclosed.

MINIMUM CONNECTION REQUIREMENTS

28. The **Practice's** computer system shall comply with the minimum specifications as published by **MediSwitch** from time to time.

ELECTRONIC REMITTANCE ADVICES

29. By indicating on the attached form that **eRAs** must be delivered electronically, the **Practice** gives consent that **destinations** are authorised to furnish **MediSwitch** with electronic remittance advices pertaining to the PCNS number specified on this form.
30. **MediSwitch** is responsible for the upload of **eRA** files into the relevant mailboxes for access by the **Practice**. The **Practice** is responsible for the downloading of the **eRA** files from the mailboxes.
31. The onus rests on the **Practice** to ensure that it received all **eRAs** by checking the **eRAs** against deposits on its bank statements.
32. The **Practice** shall only receive electronic remittance advices from **destinations** with **eRA** capability, and shall cease to receive printed remittance advices from these **destinations**.
33. Only practices with the required **eRA** capable **software** shall be able to receive **eRAs**.

(A list of such practice accredited software is published on www.mediswitch.co.za).

USE OF PATIENT RECORDS FOR LIFEDOC

34. The **Practice** and all the **Practitioners** attached to it give their consent that information relating to their patients, who are members of **LifeDoc**, may be collected by **MediSwitch** from the **transactions** transmitted through **MediSwitch**. The information may include the HPCSA number, the date when a healthcare service was provided, ICD10 code, procedure code, dispensed medicines and vital signs, which information will be accessible, with the **LifeDoc** member's consent (given by means of an OTP), to healthcare providers, including the **Practice** and **Practitioners**.
35. By giving their aforesaid consent, the **Practice** and **Practitioners** furthermore consent that their names and contact details may be disclosed to **LifeDoc** members as healthcare providers who will participate in **LifeDoc** to keep members' healthcare records complete and up-to-date.

NON-TRANSFERABILITY

36. The **Practice** shall not without the prior written consent of **MediSwitch** cede, assign, delegate or otherwise transfer its rights in terms of this **agreement** to any third party nor shall it allow any third party to use the software.
37. The licence will *ipso facto* lapse if there is a change in the membership, ownership or control of the **Practice**. In such event the **Practice** will have to apply for a new licence.

DISPUTE RESOLUTION

38. In the event of any dispute or difference arising between the **parties** relating to or arising out of this **agreement**, the parties will immediately meet to attempt to settle such dispute or difference, and failing such settlement within a period of 15 (fifteen) working days, the dispute or difference will be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa

Please initial (required) _____

Practice No (required) _____