

Health with Heart – Terms of Use

Introduction

Health with Heart Trust (“Health with Heart,” “HwH,” “we,” “us,” “our”) provides products and services (described below) to you through its website, including Health with Heart (www.healthwithheart.co.za), and through its web and mobile applications and related services (collectively, such services, including any new features and applications, and the website (the “Site”), are collectively referred to as the “Service(s)”).

These services may include access to the VivaScore® platform, which is made available to you by Health with Heart as a white-labelled digital health and wellness solution, incorporating technology provided by third-party licensors.

These services are subject to the following Terms of Use (as amended from time to time, the “Terms of Use”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time. If we do so, we will post the changes on our website or within the Service and indicate the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification, or through other reasonable means. Any changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective means that you accept the new Terms of Use.

Please read these Terms of Use carefully, as they contain important information regarding your legal rights, remedies, and obligations.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, our Privacy Policy located on our website. All such terms are incorporated by reference into these Terms of Use.

We Respect Your Privacy – Please Read Our Privacy Policy.

At Health with Heart, we respect the privacy of our users. For details, please see our Privacy Policy referenced above. By using the Service, you consent to our collection and use of personal data as outlined in it and in accordance with applicable laws, including the Protection of Personal Information Act (POPIA).

Access and Use of the Service

The VivaScore® platform made available through Health with Heart is designed to provide platforms that enable the collection and sharing of your personal identifiable information and protected health information (health records, medical and fitness data).

Health with Heart's VivaScore® is a wellness tool, not a medical device. The score and other insights provided are designed to promote awareness and support personal wellbeing. They are not intended to diagnose, treat, cure, or prevent any disease or medical condition. VivaScore® is not regulated as a medical device and does not claim to diagnose or treat any medical condition. VivaScore® provides informational insights based on self-reported data, biometric scanning, and integrations with third-party health tools. The outputs are not clinically validated and are intended for informational and educational purposes only. The platform is not intended for use in the diagnosis, treatment, or monitoring of medical conditions. Always consult a qualified healthcare provider for any medical concerns.

Platform vs Clinical Care

You acknowledge and agree that use of the Service does not in itself establish a doctor-patient or clinical relationship between you and Health with Heart. A clinical relationship is only established where a formal consultation or healthcare service is provided by a registered healthcare professional through appropriate clinical channels.

Customers

The Service also permits end users to interact with developers that create means of displaying data which end users authorise to share via the Service ("Developers") and to organisational customers of Health with Heart ("Organisational Customers"). "Customers" means Developers and Organisational Customers.

You authorise us to use your data in accordance with our Privacy Policy

By using the Services, you authorise the collection, storage, integration, transmission, sharing and/or display by Health with Heart of personal identifiable information and protected health information from health records, electronic medical records, personal trackers, or other personal data sources as described in these terms and in our Privacy Policy.

Notifications and Alerts

As part of using our services, we post electronic communications on the Site or within the Services to keep you informed. Notices and other information may be provided in text on the Site or Services and through a link to the appropriate page, accessible through any standard, commercially available internet browser.

Electronic Communications: If you provide us with your email address and your consent, you agree to receive all required notices and information delivered to your email address that we have on file for you. In such case, it is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate. Your consent to receive communications electronically is valid until your transaction with a customer is completed, you withdraw your consent, or you end your relationship with us.

You may print a copy of any electronic communications and retain it for your records. We reserve the right to terminate or change how we provide electronic communications and will provide you with appropriate notice in accordance with applicable law.

Third-Party Services and Integrations

The Service may include access to or integration with third-party platforms and service providers, including but not limited to employee assistance programmes (EAPs), learning management systems (LMS), wearable devices, and other digital health or wellbeing services (“Third-Party Services”).

These Third-Party Services are provided by independent providers and are subject to their own terms and privacy policies.

Health with Heart does not control or operate these Third-Party Services, does not guarantee their availability, accuracy, or performance, and is not responsible for the content, services, or outcomes delivered by such providers.

Any engagement with Third-Party Services is at your own discretion and risk.

Health with Heart partners with carefully selected providers; however, each provider remains independently responsible for their services.

Third-Party Data Sources

You may direct Health with Heart to retrieve your information maintained online by third parties with which you have relationships, maintain accounts, or engage in transactions, including but not limited to healthcare providers, medical systems, laboratories, insurers, wearable devices, and other health-related platforms.

Health with Heart:

- does not review such information for accuracy, legality, or non-infringement
- does not control or maintain these third-party systems
- is not responsible for the information or services provided by such third parties

You acknowledge that Health with Heart does not control or maintain the various sources of data that may be integrated into the Service.

If you believe that any such data is inaccurate or should be corrected, you must contact the relevant third-party provider directly.

Health with Heart has no obligation to maintain, correct, or amend such data except as required under applicable law.

If you elect to enable the sharing of data from our customers, we are not responsible for such data

You acknowledge that Customers, and not Health with Heart, are solely responsible for all information and/ or other materials, in whatever form, made available by Customers to end users via the Service. We also provide certain services to Customers that collect one or more data streams on behalf of their employees, members or customers who are end users of the Service.

We reserve the right to modify the service: Health with Heart reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Health with Heart will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

We may update our general practices regarding use and storage from time to time: You acknowledge that Health with Heart may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Health with Heart's servers on your behalf. You agree that HHealth with Heart has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Health with Heart reserves the right to terminate accounts that are inactive for an extended period. You further acknowledge that Health with Heart reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

If you use any of our mobile services, you are responsible for connectivity: The Service includes certain services that are available via a mobile device, including (i) the ability to upload data or other content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device

and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Service through a mobile device, your mobile network provider carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

Age requirements: If you are under 13 (thirteen) years of age, you are not authorised to use the Service, with or without registering. In addition, if you are under 18 (eighteen) years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

Your registration obligations: If you elect to use any of the Health with Heart’s Platforms you will be required to register and create an account with Health with Heart. If you choose to create an account with us, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by our registration form. Registration data and certain other information about you are governed by our Privacy Policy. Health with Heart may verify your identity, which may require asking you for information, such as your full address, your date of birth, and/ or requiring you to take steps to confirm ownership of your email address or records ownership or verifying information you provide. If you do not provide this information or Health with Heart cannot verify your identity, we can refuse to allow you to use Health with Heart’s services. If you provide information of any kind which is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your access to the Health with Heart Platform.

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to:

1. immediately notify Health with Heart of any unauthorised use of your password or account or any other breach of security, and
 2. ensure that you exit from your account at the end of each session when accessing the Service. Health with Heart will not be liable for any loss or damage arising from your failure to comply with this Section. If you become aware of any unauthorised use of your account or account information, you agree to notify the Data Protection Officer immediately at the email address info@healthwithheart.co.za.
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Conditions of Use

You must behave appropriately in your use of the service: You are solely responsible for all data, video, images, information, text, photographs, messages, or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. The following are

examples of the kind of data or other content and/ or use that is illegal or prohibited by Health with Heart. Health with Heart reserves the right to investigate and take appropriate legal action against anyone who, in Health with Heart's sole discretion, violates this provision, including without limitation, removing the offending data or other content from the Service, suspending, or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

1. email or otherwise upload any data or other content that:
 - a. infringes any intellectual property or other proprietary rights of any party.
 - b. you do not have a right to upload under any law or under contractual or fiduciary relationships.
 - c. contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
 - d. poses or creates a privacy or security risk to any person.
 - e. constitutes unsolicited or unauthorised advertising, promotional materials, commercial activities, and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation.
 - f. is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, hateful racially, ethnically, or otherwise objectionable; or
 - g. in the sole judgment of Health with Heart, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Health with Heart or its users to any harm or liability of any type.
 - h. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service; or
2. violate any applicable local, regional, national, or international law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA), the General Data Protection Regulation (GDPR), both UK and EU versions, and the Protection of Personal Information Act (POPIA), as well as additional Privacy Laws and Regulations, as required.
3. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
4. solicit personal information from anyone under the age of 18 (eighteen), provided that if you are a parent or guardian of a child under the age of 18 (eighteen) and use the Service to manage such child's health and activity data, such management will not be deemed a breach of this clause.
5. harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.
6. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorised.

7. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
8. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

You will only use the service for your personal use: Unless otherwise expressly authorised herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

Third Party Distribution Channels

Health with Heart offers Software applications that may be made available through various “Distribution Channels” such as the Apple App Store and Google Play Store. If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Use are between you and Health with Heart only, and not with the Distribution Channel. To the extent that you utilise any other products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services.

Apple-Enabled Software:

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “Apple-Enabled Software”) in addition to the other terms and conditions set forth in these Terms of Use, the following terms and conditions apply:

1. Health with Heart and you acknowledge that these Terms of Use are concluded between Health with Heart and you only, and not with Apple Inc. (“Apple”), and that as between Health with Heart and Apple, Health with Heart, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
2. You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Use.
3. Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Use.
4. Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

5. Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Health with Heart's sole responsibility, to the extent it cannot be disclaimed under applicable law.
6. Health with Heart and you acknowledge that Health with Heart, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to:
 - a. product liability claims.
 - b. any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and
 - c. claims arising under consumer protection or similar legislation.
7. In the event of any third-party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Health with Heart and Apple, Health with Heart, not Apple, will be solely responsible for the investigation, defence, settlement, and discharge of any such intellectual property infringement claim.
8. You represent and warrant that:
 - a. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
 - b. you are not listed on any U.S. Government list of prohibited or restricted parties.

Google Play Store-Enabled Software:

With respect to Software that is made available for your use in through Google Play Store in addition to these Terms of Use, the following terms and conditions apply:

1. Health with Heart and you acknowledge that these Terms of Use are concluded between Health with Heart and you only, and not with Google Play Store ("Google"), and that as between Health with Heart and Google, Health with Heart, not Google, is solely responsible for the Google Play Store-Enabled Software and the content thereof.
2. You may not use the Google Play Store-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Google Play Store-Enabled Software in, or otherwise be in conflict with, the Google Play Store Terms of Use.
3. Your license to use the Google Play Store-Enabled Software is limited to a non-transferable license to use the Google Play Store-Enabled Software on an Android Product that you own or control, as permitted by the Usage Rules set forth in the Google Play Store Terms of Use.
4. Google has no obligation whatsoever to provide any maintenance or support services with respect to the Google Play Store-Enabled Software.

5. Google is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Google Play Store-Enabled Software to conform to any applicable warranty, you may notify Google.
6. Google will have no other warranty obligation whatsoever with respect to the Google Play Store-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Health with Heart's sole responsibility, to the extent it cannot be disclaimed under applicable law.
7. Health with Heart and you acknowledge that Health with Heart, not Google, is responsible for addressing any claims of you or any third party relating to the Google Play Store-Enabled Software or your possession and/or use of that Google Play Store-Enabled Software, including, but not limited to:
 - a. product liability claims.
 - b. any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and
 - c. claims arising under consumer protection or similar legislation.
8. In the event of any third-party claim that the Google Play Store-Enabled Software or the end-user's possession and use of that Google Play Store-Enabled Software infringes that third party's intellectual property rights, as between Health with Heart and Google, Health with Heart, not Google, will be solely responsible for the investigation, defence, settlement, and discharge of any such intellectual property infringement claim.
9. You represent and warrant that
 - a. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
 - b. you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints or claims with respect to the Apple-Enabled Software or Google Play Store-Enabled Software relating to Health with Heart's Platforms, they should be directed to Health with Heart as follows: Data Protection Officer – info@healthwithheart.co.za Health with Heart Trust, 1 Fredman Drive, Sandton 2196, South Africa.

You acknowledge and agree that Apple, Apple's subsidiaries, Google, and Google's subsidiaries are third-party beneficiaries of these Terms of Use with respect to the Apple-Enabled Software and Google Play Store-Enabled Software. Upon your acceptance of these Terms of Use, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as third-party beneficiaries with respect to the Apple-Enabled Software and Google Play Store-Enabled Software.

Intellectual Property Rights

We retain all rights to our service content, software, and trademarks: You acknowledge and agree that the Service may contain data or other content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorised by Health with Heart, and except for your own User Data/Content (as defined below) that you legally upload to the Service, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Health with Heart from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorised in these Terms is strictly prohibited. The technology and software underlying the Service or distributed in connection with it are the property of Health with Heart, its licensors, affiliates, and partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted in these Terms are reserved by Health with Heart.

The Health with Heart name and logos are service-marks of Health with Heart (collectively the “Health with Heart Service-marks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Health with Heart. Nothing in these Terms of Use or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Health with Heart’s Service-marks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Health with Heart Service-marks will inure to our exclusive benefit.

We are not responsible for third party material: Under no circumstances will Health with Heart be liable in any way for any data or other content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any data or other content, or for any loss or damage of any kind incurred as a result of the use of any such data or other content. Health with Heart and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any data or other content that is available via the Service. Without limiting the foregoing, Health with Heart and its designees will have the right to remove any data or other content that violates these Terms of Use or is deemed by Health with Heart, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any data or other content, including any reliance on the accuracy, completeness, or usefulness of such data or other content.

You retain ownership of and are responsible for all your user data/ content transmitted through the service: With respect to the data or other content or other materials you upload through the Service or

share with other users or recipients (collectively, “User Data/ Content”), you represent and warrant that you own all right, title and interest in and to such User Data/ Content, including, without limitation, all copyrights and rights of publicity contained in them. By uploading or making available any User Data/ Content you grant and will grant Health with Heart and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Data/ Content in connection with the development and operation of the Service.

You agree that Health with Heart and its affiliated companies have the right to de-identify or aggregate any User Data/ Content (the result thereof not being considered User Data/ Content hereunder) and will be free at any time to fully utilise and disclose such de-identified or aggregated data for their business purposes.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Service (“Submissions”), provided by you to Health with Heart are non-confidential and Health with Heart will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Health with Heart may preserve data or other content and may also disclose data or other content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

1. comply with legal process, applicable laws, or government requests.
2. enforce these Terms of Use.
3. respond to claims that any data or other content violates the rights of Health with Heart, its users, and the public. You understand that the technical processing and transmission of the Service, including your data or other content, may involve:
 - a. transmissions over various networks; and
 - b. changes to conform and adapt to technical requirements of connecting networks or devices.

Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Health with Heart has no control over such sites and resources and Health with Heart is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Health with Heart will not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods,

or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Health with Heart is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release: You are responsible for your use of the service

You agree to release, indemnify, and hold Health with Heart and its affiliates, along with their officers, employees, directors, and agents (collectively, “Indemnitees”), harmless from any and all losses, damages, expenses (including reasonable attorneys’ fees), rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, any User Data/Content, your connection to the Service, your violation of these Terms of Use, or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages, or expenses incurred as a result of any action or inaction of such Indemnitee.

Disclaimer of Warranties

Your use of any of our services and/or products is at your sole risk. The service is provided on an “as is” and “as available” basis. Health with Heart expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Health with Heart makes no warranty that:

1. the service will meet your requirements,
 2. the service will be uninterrupted, timely, secure, or error-free,
 3. the results that may be obtained from the use of the service will be accurate or reliable, or
 4. the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.
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Limitation of Liability

You expressly understand and agree that Health with Heart will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if Health with Heart has been

advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from:

1. the use or the inability to use the Service.
2. the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received, or transactions entered into through or from the Service.
3. unauthorised access to or alteration of your transmissions or data.
4. statements or conduct of any third party on the Service; or
5. any other matter relating to the service. In no event will Health with Heart's total liability to you for all damages, losses or causes of action exceed one thousand rand (ZAR1000).

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you or be enforceable with respect to you. If you are dissatisfied with any portion of the service or with these Terms of Use, your sole and exclusive remedy is to discontinue use of the Service.

Termination

You agree that Health with Heart, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any data or other content within the Service, for any reason, including, without limitation, for lack of use or if Health with Heart believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Health with Heart may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Use may be affected without prior notice and acknowledge and agree that Health with Heart may immediately deactivate or delete your account and all related information and files in your account and/ or bar any further access to such files or the Service. You may terminate your access to the Service at any time by terminating your account using the tools provided in the Service. Further, you agree that Health with Heart will not be liable to you or any third party for any termination of your access to the Service.

Disputes

You are solely responsible for any dispute you have with a customer or other users

You agree that you are solely responsible for your interactions with any other end user or Customer in connection with the Service and Health with Heart will have no liability or responsibility for these. Health with Heart reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General Terms

These Terms of Use constitute the entire agreement between you and Health with Heart and govern your use of the Service, superseding any prior agreements between you and Health with Heart with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third party data or other content or third-party software.

These Terms are governed by the laws of South Africa without regard to any conflict of law provisions. With respect to any disputes or claims related to or arising from the Services or these Terms of Use, you and Health with Heart agree to submit to the personal and exclusive jurisdiction of the Courts of South Africa.

The failure of Health with Heart to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Use without the prior written consent of Health with Heart, but Health with Heart may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Service.

Concerns or Questions

Please contact our Data Protection Officer at info@healthwithheart.co.za to report any violations of these Terms of Use or to pose any questions regarding these Terms of Use or the Service.

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