COIDLINK PRIVACY POLICY

1. WHO WE ARE AND WHAT WE DO

1.1. We are Coidlink (Pty) Ltd **("CoidLink")**.

1.2. CoidLink offers claim-processing services to medical service providers in respect of "injury on duty" claims **("IOD Claims")** falling within the scope of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 **("Act")**. CoidLink renders such services by:

1.2.1. Administering IOD Claims on behalf, and under the authority and instruction, of medical service providers; or

1.2.2. Purchasing IOD Claims from medial service providers and administering the claim independently and on its own behalf.

1.3. CoidLink requires access to, and use, of a patient's and/or the medical service provider's personal information in order to administer IOD Claims.

2. PRIVACY POLICY

2.1. In this Privacy Policy, the term:

2.1.1. **"Express consent"** means consent which is expressed orally or in writing (except where a Patient cannot write or speak. In such event, other forms of communication may be sufficient);

2.1.1. "**Patient**" means an individual who receives consultation and/or healthcare services from a Healthcare Provider in respect of an illness or injury arising on duty and falling within the scope of the Act. The term includes persons who are authorised to give consent in circumstances where the Patient is incompetent to give consent;

2.1.2. "**personal information**" means information or pieces of information that could identify the Healthcare Provider, Patient or User. In respect of a Patient, the term also includes personal information concerning a Patient's health, injuries, treatment and medication, prognosis, medical history and future medical treatment that may be required;

2.1.3. **"Platform"** means any of CoidLink's websites, mobile apps or any on-line portal under CoidLink's control;

2.1.4. "**Healthcare Provider**" means a medical service provider registered with CoidLink to receive claim-processing services;

2.1.5. **"User"** means any person who makes use of CoidLink's Platforms in any manner. A User need not be a Patient or a Healthcare Provider.

2.2. The purpose of this Privacy Policy is to explain what personal information CoidLink collects, how CoidLink collects, uses and protects such information, with whom CoidLink shares such information, the circumstances in which CoidLink may disclose such information to third parties and what a Patient's, Healthcare Provider's and/or User's rights are with regard to their personal information.

2.3. CoidLink provides this Privacy Policy to ensure that the Healthcare Provider, as well as the Patients who receive care from a Healthcare Provider, are comfortable in entrusting their personal information to CoidLink.

3. OUR COMMITMENT TO PRIVACY

3.1. CoidLink is committed to protecting the privacy of Patients, Healthcare Providers and Users.

3.2. CoidLink values and respects a Patient's, Healthcare Provider's and/or User's right to privacy and therefore strives to adhere to the provisions of:

3.2.1. The Protection of Personal Information Act, 4 of 2013; and

3.2.2. *The Guidelines for Good Practice in the Health Care Professions (Book 5: Confidentiality - Protecting And Providing Information)* as prescribed by the Health Professions Council of South Africa. **Note that CoidLink is not a healthcare practitioner or a medical service provider and is not bound to the aforementioned guidelines**.

4. HOW DOES COIDLINK USE PERSONAL INFORMATION

4.1. CoidLink uses personal information about Patients who have been injured on duty as well as the personal information of the Healthcare Provider that consulted with and/or administers medical aid to such Patient. In doing so, CoidLink requires that the personal information of the Patient that is held by the Healthcare Provider be disclosed to CoidLink for the purpose of submitting a claim to the relevant authority for a payment or co-payment in respect of the medical services rendered by the Healthcare Provider and/or future medical payments that a Patient may be entitled to.

4.2. Personal information is collected for the primary purpose of submitting and managing a Healthcare Provider's and/or a Patient's financial claims and payments in terms of the Act.

4.3. CoidLink will only use a Patient's and/or Healthcare Provider's personal information for the purpose of administering IOD Claims. Any personal information received by CoidLink which is not relevant to IOD Claims shall not be used for any other purpose, unless otherwise authorised.

5. HOW DOES COIDLINK COLLECT PERSONAL INFORMATION

5.1. The Healthcare Provider collects a Patient's personal information:

5.1.1. Upon the Patient's registration to receive consultation and/or healthcare services from the Healthcare Provider;

5.1.2. During the course of the Healthcare Provider providing consultation and/or healthcare services to the Patient;

5.1.3. From other involved (or previously involved) healthcare practitioners who are authorised to disclose the Patient's personal information;

5.1.4. The Patient's guardian or responsible person (where practicable and necessary).

5.2. CoidLink collects the Healthcare Provider's and/or Patient's personal information:

5.2.1. Upon the Healthcare Provider registering with CoidLink to receive claim-processing services;

5.2.2. During the course of CoidLink providing claim-processing services to the Healthcare Provider;

5.2.3. During visits to CoidLink's offices;

5.2.4. Via correspondence with CoidLink (e-mail, fax, telephone and post);

5.3. CoidLink collects the User's personal information:

5.3.1. Upon accessing, browsing and/or transacting via any CoidLink Platform;

5.3.2. During visits to CoidLink offices;

5.3.3. Via correspondence with CoidLink (e-mail, fax, telephone and post);

5.4. CoidLink will take reasonable steps to ensure the Patient, Healthcare Provider and/or User (as the case may be) understands:

5.4.1. What information has been and is being collected;

5.4.2. Why the information is being collected and whether this is due to a procedural or legal requirement;

5.4.3. How the information will be used or disclosed;

5.4.4. Why and when their consent is necessary;

5.4.5. CoidLink's procedures for access and correction of information, and responding to complaints of information breaches, regarding information held by CoidLink.

5.5. When a User visits any CoidLink Platform:

5.5.1. CoidLink may use Cookies to manage a User's sessions and to store preferences, tracking information, and language selection. Cookies may be used whether you register with CoidLink or not. Cookies are small text files transferred by a web server to a User's hard drive and thereafter stored on a User's computer. The types of information a Cookie collects include the

date and time of a User's visits to a Platform, a User's browsing history on a Platform, a User's preferences, and a User's username;

5.5.2. A User has the ability to accept or decline the use of Cookies on the device accessing the Platform. However, declining the use of Cookies may limit a User's access to certain features of the Platform;

5.5.3. CoidLink may use cookies and other tools (such as web analytics tools and pixel tags) to automatically collect information when Users visit a Platform. The type of information CoidLink collects includes information about the type of browser used, a User's IP address and the hyperlinks clicked on. CoidLink gathers such information for statistical and research purposes. This information does not identify an individual specifically and is not used to that end.

5.6. A Healthcare Provider's, Patient's and/or Unser's personal information may be held by CoidLink in various forms, such as paper records, electronic records and audio recordings. In respect of a Patient, such information may include medical records in any form, x-rays, CT-scans, videos and photos.

6. CONSENT

6.1. Where Healthcare Providers provide personal information about a Patient, they are required to:

6.1.1. Seek the Express Consent of the Patient to disclosure such information wherever possible;

6.1.2. Make sure the Patient is given enough information on which to base his/her decision, the reasons for the disclosure and the likely consequences of the disclosure;

6.1.1. Explain how much information will be disclosed and to whom it will be given; and

6.1.2. Keep such disclosures to the minimum necessary.

6.2. Due to the nature of our business, CoidLink typically does not have direct contact or communication with the Patient and CoidLink relies on the Healthcare Provider to inform the Patient of the above and obtain the Patient's Express Consent where necessary. Accordingly, the Healthcare Provider obtains the Express Consent of a Patient to allow:

6.2.1. The Healthcare Provider to disclose the Patient's personal information to CoidLink; and

6.2.2. CoidLink to process the Patient's personal information as is necessary to administer IOD Claims pertaining to such Patient and Healthcare Provider.

6.3. CoidLink will take reasonable steps to ensure Healthcare Providers have the necessary information and support to obtain the Express Consent of the Patient and ensure that Patients are aware that personal information about them will be shared with CoidLink and the reasons for this sharing of information.

6.4. By using any CoidLink Platform the User consents to CoidLink collecting, storing and using any personal information provided by the User, in accordance with this Privacy Policy.

6.5. CoidLink will only interpret and apply a Patient's, Healthcare Provider's and/or Users consent for the primary purpose for which it was provided. Additional or further consent will be sought if the personal information collected must be used for any other purpose.

6.6. CoidLink accepts that any personal information provided by a Healthcare Provider to CoidLink is done on the basis that the Patient consented to the provision of such personal information. If CoidLink discovers that the Healthcare Provider has collected such information without consent from a Patient, CoidLink will delete said information as soon as possible.

7. WHAT PERSONAL INFORMATION DOES COIDLINK COLLECT

7.1. Collected personal information will include the Healthcare Provider's and/or Patient's (as the case may be):

7.1.1. Name, addresses and contact details;

7.1.2. Medical Aid and/or insurance details for identification and claiming purposes;

7.1.3. Employment details;

7.1.4. Medical information including medical history, medications, allergies, adverse events, immunisations, social history, family history and risk factors.

7.2. CoidLink collects and uses only relevant personal information about the Healthcare Provider and/or Patient that has been provided to CoidLink by the Healthcare Provider.

8. HOW DOES COIDLINK USE AND DISCLOSE PERSONAL INFORMATION

8.1. To enable CoidLink to administer IOD Claims, a Patient's and/or Healthcare Provider's information is shared with:

8.1.1. CoidLink employees; and

8.1.2. Consultants and advisors including, but not limited to, legal advisors, business consultants, financial advisors and auditors specifically appointed by CoidLink to render services to CoidLink in respect of its business; and

8.1.3. The Compensation Commissioner established in terms of Section 2 of the Act; and/or

8.1.4. Any mutual associations, self-funding employers, and exempted employers which are liable for settlement of IOD Claims in terms of sections 30, 78 and 84 of the Act.

8.2. In some instances CoidLink may need to share a Patient's and/or Healthcare Provider's personal information with a third party, such as law enforcement or government authorities, where there is a legal requirement to disclose the information. Should CoidLink share a Patient's and/or Healthcare

Provider's personal information with a third party, such information is limited to the information necessary for the purpose for which it is legally required.

8.3. CoidLink will not use any personal information in relation to direct marketing to a Healthcare Provider, Patient or User without that Healthcare Provider's, Patient's or User's (as the case may be) Express Consent.

8.4. CoidLink will not disclose the Healthcare Provider's, Patient's or User's personal information to anyone outside South Africa or to anyone other than persons required to have such personal information for the purposes of submitting and administering an IOD claim, without the relevant Express Consent.

9. HOW LONG DOES COIDLINK KEEP PERSONAL INFORMATION

9.1. CoidLink will retain all personal information for as long as is required to achieve the purpose for which it was collected. Without limiting the generality of the above:

9.1.1. All Healthcare Provider information will be kept at least for the duration of a Healthcare Provider's registration with CoidLink; and

9.1.2. All Patient information will be kept at least for the duration the relevant IOD Claim lies before the Compensation Commissioner established in terms of Section 2 of the Act; and/or any mutual associations, self-funding employers, and exempted employers which are liable for settlement of IOD Claims in terms of sections 30, 78 and 84 of the Act; and

9.1.3. All User information collected via the Platform will be retained after collection, for legal and administration purposes for as long as the relevant legislation requires the information to be kept.

10. DATA SECURITY

10.1. All due care will be taken to ensure the security and protection of privacy during the transfer, storage and use of personal information in accordance with this Privacy Policy.

10.2. CoidLink takes all commercially reasonable measures to ensure the confidentiality and integrity of a Healthcare Provider's, Patient's and/or Unser's personal information.

10.3. CoidLink restricts access to personal information only to those persons who need to have access to such information in the course of their duties and who are authorised to access such information.

10.4. CoidLink uses encryption mechanisms when transmitting personal information.

10.5. CoidLink has taken reasonable security precautions and uses commercially acceptable safeguard to protect personal information no method is impervious to attack. Therefore, Healthcare Providers,

Patients and Users acknowledge and agree that CoidLink assumes no liability regarding the theft, loss, alteration or misuse of personal or other information or content, including, without limitation, such information as has been provided to third parties.

11. ACCESS TO PERSONAL INFORMATION AND CORRECTION

11.1. Healthcare Providers, Patients and Users have the right to request access to their own personal information and request a copy or part of the whole record as well as request that their information be corrected or updated. Requests must be made in writing and may be subject to the payment of any costs associated with satisfying such request.

11.2. CoidLink will take reasonable steps to correct personal information where it is satisfied such information is not accurate or up to date.

12. REPORTING MISUSE AND WHO TO CONTACT

12.1. Healthcare Providers, Patients and Users may report any misuse of personal information or request access or correction of personal information in the following ways:

12.1.1. Contact CoidLink at 012 364 0600 (Monday – Friday 09:00 – 15:00); or

12.1.2. Submit a query online, at privacy@coidlink.co.za.

13. MARKETING

13.1. CoidLink may contact Healthcare Providers, Patients and Users regarding CoidLink services or events, provided such Healthcare Provider, Patient or User has given CoidLink consent to do so or has previously requested a similar service from CoidLink. A Healthcare Provider, Patient or User may request CoidLink to stop (opt out) sending such communications at any time. Any direct marketing communication that CoidLink sends will provide the information and means necessary to "opt out" of receiving such information in future.

14. CHANGES TO THIS PRIVACY POLICY

14.1. CoidLink may change this Privacy Policy from time to time by posting an updated version thereof on the relevant CoidLink Platform.