

Terms And Conditions

Terms of Service

1. The user and LocumSA.co.za

1.1 The user's use of LocumSA.co.za software, services and web sites is subject to the terms of this legal agreement between the user and Gina Trust, registration number: IT1004-01 trading as LocumSA.co.za (hereafter referred to as LocumSA.co.za. This document explains how the agreement is made up, and sets out the terms of that agreement. These terms are in addition to any other terms that the user already has agreed to in applying for any of the LocumSA.co.za services.

2. Accepting the Terms

2.1 In order to use the services of LocumSA.co.za, (hereafter referred to as "the services" the user must first agree to these terms. The user may not use the services if the user does not accept the terms.

2.2 The user can accept the terms by:

(A) clicking to accept or agree to the terms, where this option is made available to the user by LocumSA.co.za in the user interface of any service; or

(B) by actually using the services. In this case, the user understands and agree that LocumSA.co.za will treat the use of the services as acceptance of the terms from that point onwards.

2.3 The user may not use the services and may not accept the terms if (a) the user is not of a legal age to form a binding contract with LocumSA.co.za, or (b) the user is a person barred from receiving the services under the laws of South Africa or other countries including the country in which the user are resident or from which the user uses the services.

3. The Terms

3.1 LocumSA.co.za provides a platform for Health professionals and related professionals to offer their products, talents, expertise and knowledge. LocumSA.co.za do not necessarily support the claim of any product, nor do we agree or disagree with the view or philosophy of any website of any of our participating Health professionals and related professionals.

3.2 The User understands that the Health professionals and related professionals on this site are not employed by the owners of this site.

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3.3 The User understands that no responsibility is assumed by LocumSA.co.za for the publication of any Health professionals and related professionals information, including pictures published by Health professionals and related professionals.

3.4 LocumSA.co.za does not verify the accuracy or truth of any information published by Health professionals and related professionals.

3.5 LocumSA.co.za will not become involved in any disputes between Users and Health professionals and related professionals and does not provide any arbitration or settlement services should a dispute arise between such users of our system.

3.6 LocumSA.co.za may change the subscription pricing, options, renewal terms or member services at any time. It is agreed that in such event the applicable price, option or term is that that is applicable at that point in time.

3.7 This service is provided on an "as-is" basis by LocumSA.co.za without warranty of any kind, either express or implied, including, without limitation, warranties of title and the implied warranties of merchantability and fitness for a particular purpose.

4. Responsibilities

4.1 The User is solely responsible for maintaining the confidentiality of their member name and password (if applicable).

4.2 By using the LocumSA.co.za site the user hereby indemnify the authors, employees, members and participants of the site against any claims arising from the contents thereof and/or ancillary issues pertaining to this site.

4.3 Please note further that the owner of this site is not responsible for any consequences ensuing from direct or indirect contact with the Health professionals and related professionals advertised on this site and the user enter this site entirely at your own risk and discretion.

4.4 As a condition of your use of LocumSA.co.za the user agrees that he/she will not:

- Be false or misleading;
- Infringe any third-party right;
- Distribute or contain spam, chain letters, or pyramid schemes;
- Distribute viruses or any other technologies that may harm LocumSA.co.za or the interests or property of LocumSA.co.za users;
- Impose an unreasonable load on our infrastructure or interfere with the proper working of LocumSA.co.za;
- Copy, modify, or distribute any other person's content without their consent;

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- Use any automated process to access LocumSA.co.za and collect content for any purpose without LocumSA.co.za express written permission;
- Collect information about others, including email addresses, without their consent

5. Content.

5.1 LocumSA.co.za contains content from itself as well as Health professionals and related professionals. LocumSA.co.za is protected by copyright laws and international treaties. Content displayed on LocumSA.co.za website is protected as a collective work and/or compilation. You agree not to copy, distribute or modify content from LocumSA.co.za without our express written consent. The user may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in LocumSA.co.za. Without limiting the foregoing, the user agrees not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of LocumSA.co.za (other than your own content). When the user gives us content, the user is granting us and representing that he/she has the right to grant us, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights to that content.

6. Liability.

6.1 Nothing in these terms shall limit LocumSA.co.za liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees. The user agrees not to hold LocumSA.co.za responsible for things other users post or do.

6.2 LocumSA.co.za does not review Health professionals and related professionals profiles or is involved in actual transactions between users. As most of the content on LocumSA.co.za comes from other users, LocumSA.co.za does not guarantee the accuracy of information or user evaluations or the quality, safety, or legality of what's offered.

6.3 In no event does LocumSA.co.za accept liability of any description for the usage of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.

6.4 LocumSA.co.za cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While LocumSA.co.za will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our services.

6.5 Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchant-ability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss,

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whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of LocumSA.co.za, even if the user advise us or we could reasonably foresee the possibility of any such damage occurring.

6.6 Despite the previous paragraph, if we are found to be liable, our liability to the user or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees the user pay to us in the 12 months prior to the action giving rise to liability or (b) 100 South African Rands.

7. Personal Information.

7.1 By using LocumSA.co.za, the user agrees to the collection, transfer, storage and use of your personal information by LocumSA.co.za on servers located in South Africa or anywhere else where the database of LocumSA.co.za is situated. The user also agrees to receive marketing communications from LocumSA.co.za unless the user tells us that the user prefers not receive such communications.

8. Resolution of disputes

8.1 In case of a dispute between the user and LocumSA.co.za, we strongly encourage the user to approach us directly to seek a resolution by contacting us through the addresses as set out in the Contact us page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

9. General

9.1 These terms and the other policies posted on LocumSA.co.za constitute the whole agreement between LocumSA.co.za and the user, except for those users as discussed in the next sentence. In the event of a Health professionals and related professionals, the agreement reached on registration sets out the agreement between the parties, and takes precedence. In event that agreement is silent on any issue, but it is contained in this agreement, the parties agree that such clauses are also applicable to them.

9.2 To the extent permitted by applicable law, this Agreement shall be governed and construed in all respects by the laws of South Africa. The user agrees that any claim or dispute the user may have against LocumSA.co.za must be resolved by the courts of South Africa. The user and LocumSA.co.za both agree to submit to the exclusive jurisdiction of the South African Courts.

9.3 If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive.

9.4 LocumSA.co.za may update this agreement at any time, with updates taking effect when the user next use this website, or 15 days after LocumSA.co.za posts the updated policy on the site, whichever is

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sooner. No other amendment to this agreement will be effective unless made in writing, signed by the user and by an authorized representative of LocumSA.co.za.

10. Additional specific terms and conditions.

Client/User/Pharmacy:

10.1 LocumSA.co.za to be paid a booking fee, as agreed per terms of trade, or on invoice.

10.2 Locum to be paid directly by client at agreed upon rate.

10.3 Whilst assigned to the pharmacy, the locum shall be under direct control of the pharmacy manager.

10.4 The responsibility for professional and other liability remains upon the Health professionals and related professionals and the user/client/pharmacy management.

10.5 Please ensure the locum obtains the necessary briefing to enable him/her to perform to required standards.

10.6 In the event of the locum accepting any further work whatsoever from your company/pharmacy within a year from last placement by LocumSA, LocumSA shall be entitled to a booking fee, as agreed per terms of trade.

10.7 In the event of the locum accepting a permanent position with your company/pharmacy within a year from the last placement by LocumSA, LocumSA.co.za will be entitled to the fee charged for permanent placements.

10.8 Health professionals and related professionals could be substituted prior to locum due to unforeseen circumstances.

Health professionals and related professionals:

10.9 Locum to be paid directly by client at agreed upon rate.

10.10 Whilst assigned to the user/client/pharmacy, you shall be under direct control of the pharmacy manager.

10.11 The ethical behavior and professional conduct required in the laws and regulations relating to pharmacy must be strictly adhered to whilst working as a Health professionals and related professionals for LocumSA.co.za.

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10.12 Please remember to act and dress in a professional manner at all times.

10.13 Please ensure you obtain the necessary briefing to enable you to perform to required standards.

10.14 If health professionals and related professionals accept any further work whatsoever from a user/client/pharmacy through LocumSA within a year from the last placement, LocumSA shall be entitled to an agency fee.

10.15 If health professionals and related professionals accept a permanent position at the user/client/pharmacy within a year from the last placement, LocumSA will be entitled to the fee charged for permanent placements. **NB!** Our business opportunity fee is different altogether and is available in an addendum.

10.16 If you cancel a confirmed locum without an excuse that is acceptable to the user/client/pharmacy you will be held liable for costs incurred by the user/client/pharmacy to replace you. This can include all costs incurred that will be lost when you do not arrive e.g. holidays paid for that cannot be used or which have to be cancelled.

Tebra du Plessis:

Name of Company:

Signature:

Signature :

LocumSA

Contact Person:

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