

Periopp
Web site content
Terms and Conditions

1. Introduction and Acceptance of Terms

Periopp (Pty) Ltd (“Periopp”, “we”, “our”) provides an anaesthetic scheduling platform (the “Platform”) for use by healthcare professionals and administrative staff. These Terms and Conditions (“Terms”) govern your access to and use of the Periopp Platform (Web and mobile app). By registering for or using the Platform, you agree to comply with these Terms. If you do not agree, do not use the Platform. Use of the Platform constitutes acceptance of these Terms. You confirm that you are of legal age to form a binding contract under South African law (the age of majority in South Africa is 18 years) and have full power and authority to agree to these Terms.

2. Platform Description and User Types

Periopp is a subscription-based software service (“Software-as-a-Service”) designed for use by anaesthetists (qualified anaesthesia practitioners) and administrative staff involved in surgical scheduling. The Platform allows anaesthetists to manage their availability and case schedules, and allows authorised staff (e.g., practice managers, surgical coordinators or clinic administrators) to coordinate operating room assignments and appointments. The Platform is accessed via Periopp’s Web site and mobile applications (collectively the “Platform”), which you may use in conjunction with your practice management systems.

3. Account Registration and Eligibility

To use the Platform, you must register for an account and provide accurate, current information. You represent and warrant that:

- You are at least 18 years old (the age of majority in South Africa) or, if younger, you have the consent of a parent or legal guardian.
- You are a qualified or authorised user: if you are an anaesthetist, you hold the necessary professional credentials and registration; if you are administrative staff, you are authorised by your facility or anaesthetist to schedule cases.
- All information you provide (name, professional registration, clinic details, email, payment information, etc.) is true and accurate. You must keep this information up-to-date.

You agree to keep your account login credentials (username and password) confidential. You must not share your account with others or allow multiple people to use the same login. You are responsible for all activity under your account and must notify us immediately of any unauthorised use. We may suspend or terminate accounts with incomplete or false information.

4. Subscription Fees, Billing, and Payment

Periopp is offered on a paid subscription basis. By subscribing, you agree to pay the fees for the plan you select (e.g., monthly or annual subscription), plus any applicable taxes (such as VAT). Payments are made in South African Rand or other local currency and must be made by credit card, debit card, or other approved payment methods. The following terms apply to fees and billing:

- **Payment and Taxes:** You will pay all fees when due. Fees quoted include VAT. All payments are non-refundable except as required by applicable law.
- **Billing Cycle and Renewal:** Your subscription begins on the date of purchase and renews automatically at the end of each billing period. Unless you cancel in accordance with these

Terms, your subscription will renew on the next billing date. We will notify you of any fee changes or material amendments to the terms well in advance of renewal. In line with South Africa's Consumer Protection Act, if you have a fixed-term subscription, we will notify you 40–80 business days before the term expires, with any changes and renewal options. You may cancel at any time by providing at least 20 business days' notice in writing.

- **Late or Failed Payments:** If payment is not received on time, we may suspend or cancel your access until payment is made. You remain responsible for any unpaid fees and late charges. We may charge interest on overdue amounts as permitted by law.
- **Changes to Fees:** We may change our fees at any time, but will provide reasonable advance notice of any increase. You may cancel before the increase takes effect.

5. User Obligations and Acceptable Use

As a user of the Platform, you agree to use it only for lawful, authorised purposes and to comply with all applicable laws and professional obligations. In particular, you must not:

- Violate any law or regulation, including healthcare privacy laws (e.g., POPIA) and professional codes of conduct. Healthcare data is highly sensitive; you must protect patient confidentiality and comply with the Protection of Personal Information Act (POPIA) in handling any personal or health information.
- Upload or transmit any content that is illegal, harmful, libellous, defamatory, obscene, or infringing. For example, do not upload viruses, malware or unsolicited advertising.
- Attempt to gain unauthorised access to the Platform, including bypassing authentication, interfering with other users, or probing the Platform's security.
- Use the Platform to impersonate others, misrepresent your affiliation, or mislead regarding endorsements or approvals.
- Copy, modify, distribute, sell or otherwise exploit any part of the Platform or its content without Periopp's prior written permission.
- Reverse engineer, decompile, or disassemble the Platform software or attempt to discover its source code.
- Share your login credentials or allow third parties to use your account.

You are responsible for all activity that occurs under your account. You agree to use the Platform in a manner consistent with the purposes described by Periopp and not to disrupt or abuse the service. You must observe any security or usage guidelines we provide and shall promptly report any misuse or breach to us.

6. Platform Availability and Service Limitations

The Platform is provided on an “*as is*” and “*as available*” basis. We aim to provide reliable, high-quality service, but we do not guarantee uninterrupted or error-free operation. Specifically:

- **No Warranty of Availability:** We do not warrant that the Platform will be available at all times or without interruption. Performance may be affected by internet connectivity, device issues, or third-party systems.
- **Maintenance and Updates:** We may need to suspend or restrict the Platform temporarily for maintenance, updates, or upgrades. We will try to give advance notice of scheduled downtime, but this is not always possible.
- **Technical Dependencies:** You are responsible for obtaining, installing, and maintaining any equipment or software needed to access the Platform (such as a compatible computer or mobile device and internet connection). Periopp is not responsible for service interruptions

caused by factors beyond its control (e.g. internet outages, power failures, or actions of third-party providers).

- **Accuracy of Information:** The Platform assists with scheduling, but it does not guarantee that actual operating room availability or clinical outcomes are error-free. You remain responsible for verifying schedules and making clinical judgments. Periopp is not a medical advice service and is not responsible for decisions you make using the Platform.

7. Intellectual Property Rights

All intellectual property rights in the Platform (including software code, user interface, documentation, graphics, logos, and trademarks) belong to Periopp or its licensors. These rights are protected by South African and international copyright and trademark laws. Subject to these Terms, Periopp grants you a limited, non-exclusive, non-transferable license to use the Platform for your internal scheduling needs. You may not reproduce, distribute, modify, or create derivative works of the Platform.

You retain ownership of any data or content you submit to the Platform (such as schedules or user profiles). By submitting content, you grant Periopp a worldwide, royalty-free license to use, copy, store, transmit and display that content as needed to provide and improve the service. You warrant that you have the right to grant this license for your content. You agree not to upload content that infringes others' intellectual property or confidentiality rights.

All Periopp trademarks, service marks and logos are the property of Periopp. You may not use Periopp's marks without our prior written permission.

8. Privacy and Data Protection

Periopp processes personal information in accordance with South Africa's Protection of Personal Information Act (POPIA) and other applicable data protection laws. We collect, store and use your personal information (such as name, contact, professional credentials) solely to operate the Platform and provide support. Sensitive information (such as health or patient data) is handled with enhanced protection. We comply with POPIA's requirements: it protects the personal information of individuals in South Africa and mandates that businesses safeguard data. In healthcare specifically, POPIA (together with related laws) applies to doctors, administrators and hospitals.

We implement appropriate technical and organisational measures (e.g. encryption, access controls) to protect your data. We do not sell or share your personal data with unauthorised parties. We may share data with trusted service providers (e.g. cloud hosts, analytics vendors) solely to the extent needed to run the Platform, under strict confidentiality. We may also disclose personal data if required by law (e.g. court order).

You are responsible for complying with any applicable privacy laws when using the Platform. For example, if you upload patient-identifiable information, you must have appropriate patient consent or legal justification to do so and handle that data confidentially. For more details, refer to our Privacy Policy (available on the Web site). By using the Platform, you consent to the collection and processing of your information as described above.

9. Limitation of Liability

Disclaimer of Indirect Damages: To the fullest extent permitted by law, Periopp and its affiliates are not liable for any indirect, special, incidental, consequential or punitive damages (including loss of profits, loss of business, loss of data, or business interruption) arising from or related to your use of the Platform.

Cap on Liability: Our total aggregate liability for any claim related to the Platform is limited to the total fees paid by you to Periopp in the 12 months preceding the event giving rise to the claim. This cap applies even if the stated remedy fails in its essential purpose.

Exceptions: Nothing in these Terms excludes or limits Periopp's liability for death or personal injury caused by our negligence, or for gross negligence or wilful misconduct, or any liability that cannot legally be excluded. For example, South African law considers it unfair to exclude liability for gross negligence, so we do not do that.

No Warranty: We make no warranties regarding the Platform except as expressly stated. All implied warranties (including merchantability, fitness for a particular purpose, and non-infringement) are disclaimed to the extent permitted by law.

10. Indemnification

You agree to indemnify and hold harmless Periopp and its directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against any claim, demand, loss, liability or expense (including reasonable legal fees) arising out of or relating to your use of the Platform, your content or data, or any breach of these Terms by you. This includes claims arising from your violation of laws or rights of third parties.

However, this indemnity does not cover any liability caused by the Indemnified Parties' own gross negligence or intentional misconduct. In other words, you will not be responsible for indemnifying Periopp for losses directly resulting from Periopp's grossly negligent or wilful wrongdoing.

11. Termination of Access and Account

By Periopp: We reserve the right to suspend or terminate your access to the Platform at any time, with or without cause. In particular, we may terminate or suspend your account if you breach these Terms, if your fees become overdue, or if we reasonably believe your use is unlawful or poses a security risk. Except in cases of serious breach, we will give you notice and an opportunity to remedy the issue before terminating.

By You: You may cancel your subscription and close your account at any time by notifying us in writing (e.g. via email). Cancellation will be effective at the end of the current billing cycle unless otherwise agreed. You must provide at least 20 business days' notice before the end of a billing term to allow for proper processing.

Effects of Termination: Upon termination or cancellation, your right to use the Platform ends immediately. You will remain responsible for any unpaid fees incurred up to the date of termination. We may delete or disable access to your account and data after termination (after any required data retention period). Any sections of these Terms that by their nature should survive (such as Intellectual Property, Liability, Indemnification, and Governing Law) will remain in force.

12. Governing Law

These Terms and your use of the Platform are governed by and construed in accordance with the laws of the Republic of South Africa. Subject to any applicable dispute resolution process below, the parties submit to the exclusive jurisdiction of the South African courts.

13. Dispute Resolution Process

If a dispute arises out of or relates to these Terms, or your use of the Platform, we encourage you to first contact us to seek a resolution. We will engage in good-faith discussions to address any issues. If the dispute is not resolved through informal negotiations within a reasonable time, either party may seek mediation, arbitration, or pursue legal action. All disputes shall be resolved under South African law in the courts having jurisdiction in Gauteng, South Africa.

14. Contact Information

For questions about these Terms or support, please contact Periopp at:

- **Email:** admin@periopp.co.za
- **Address:** Postnet Suite 25, Private Bag X12, Menlopark, Pretoria 0102: **Tel: Pending**

15. Amendments to Terms

Periopp may update or revise these Terms from time to time. If we make material changes, we will notify you by email or by posting a notice on the Platform before the new terms take effect. The revised Terms will be effective on the date specified in the notice. Your continued use of the Platform after that date constitutes acceptance of the new terms. You should review these Terms periodically. If you do not agree to any change, you must cease using the Platform.