

HealthyFood Switch Terms of Use

When you download, install, and use HealthyFood Switch you agree to these Terms of Use ("**Terms**").

General Terms and Conditions of Use

When you first access HealthyFood Switch, you are required to accept these Terms before use. Importantly, we may change these Terms from time to time. You are responsible for informing yourself of any changes by regularly reviewing these Terms at <http://www.georgeinstitute.org/sites/default/files/foodswitch-terms-of-use-south-africa.pdf> and accepting the Terms.

Definitions

In these Terms,:

- a)** References to "**HealthyFood Switch**" are references to the HealthyFood Switch iPhone¹ and Android² applications, (or any other version of the HealthyFood Switch application released by TGI and Discovery from time to time) and any supporting HealthyFood Switch applications, including the Discovery app;
- b)** "**we**", "**us**", "**our**" means Discovery Limited, being the holding company of Discovery Vitality (Pty) Ltd, all its affiliates and subsidiaries in the group of companies and/or The George Institute for Global Health (TGI), a medical research institute situated in Sydney, New South Wales, Australia, as the context requires.

1. Food product information and associated alternatives on HealthyFood Switch

1.1. When you use HealthyFood Switch you may view food product information and associated alternatives which may be of interest to you and your family. In relation to such information, you acknowledge and agree that:

Any information:

- a)** is provided "as is";
- b)** does not take into account your individual circumstances and is general information only;
- c)** has been developed and reviewed by health professionals and to the best of their knowledge is current at the time of publishing and based on reputable sources;
- d)** has been compiled based on the ingredients list, nutritional panel information or other relevant information on the product's packaging at the time of data collection, and as the information is provided by third parties we may not in a position to verify this information. We do not warrant that any such information is true or accurate and we exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of that information;
- e)** has been provided on the basis that all persons using HealthyFood Switch undertake the responsibility for assessing the accuracy and relevance of its information for their personal circumstances and that they rely on it entirely at their own risk. You are free to ignore the associated alternatives. It is your responsibility to check that the alternative offerings are acceptable to you;
- f)** should be used as a guide only and should not be relied upon as a substitute for professional medical, nutritional or other health professional advice. Discovery and TGI recommend that you consult your doctor or other qualified health professional if you have questions or concerns about your or your family's health.

1.2. All users, especially those with special dietary requirements or food sensitivities or allergies, should ensure that they are clear on the ingredients of the product prior to consumption. Discovery and TGI recommend that, where further dietary information is important to you, for example because you have an allergy or specific dietary requirement, you should check with the product manufacturer directly.

1.3. Manufacturing recipes change from time to time. Discovery and TGI make no warranties or representations regarding the completeness or accuracy of the information or any recommendations and are not liable for any loss or damage (financial or otherwise) you or your family suffer arising out of the use of, or reliance on, the information, except that which cannot be excluded by law. The information may be updated, altered or removed, from time to time, at any time, without notice to you.

1.4. Any information about Discovery and TGI that appears on HealthyFood Switch is provided for your interest. If you require specific information about Discovery (and its products or services) you should contact or visit, Discovery on 0860 99 88 77 or visit www.discovery.co.za. If you require specific information about TGI you should visit www.georgeinstitute.org.au.

2. Disclaimers, Liability and Indemnity

2.1. Subject to any statutory rights you have which by law may not be excluded (and this includes any applicable consumer guarantees under South African law/applicable law):

- a)** when you download, install and use HealthyFood Switch you do so at your own risk; and
- b)** you are responsible for the consequences of your use of HealthyFood Switch, including where you upload and share content.

2.2. Except as required under the South African law/applicable law, none of Discovery, TGI, their affiliates, nor any of their respective employees, agents, third party content providers, nor licensors, make any express or implied representation or warranty about HealthyFood Switch, the information it provides and your use of that information, or shall any of them be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages, expense, or reliance in connection with HealthyFood Switch, its use, its content or any products or services referred to within HealthyFood Switch. This includes (but is not restricted to) any loss, damage or expense you might suffer or incur as a result of any of the following:

- a)** your reliance on the completeness, accuracy, suitability or currency of any content on HealthyFood Switch;
- b)** failure of, or delay in, the performance, operation or transmission via HealthyFood Switch or data on or through HealthyFood Switch, a computer virus or other harmful component, a loss of data, a communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- c)** any data usage, roaming or other charges you incur when accessing the internet through your mobile or other device;
- d)** accessing any third party web sites, servers or applications (including, without limitation, Twitter and Facebook) through HealthyFood Switch. Neither Discovery nor TGI accepts responsibility for the content or operation of third party web sites, applications or services. Unless otherwise stated, Discovery and TGI do not endorse any third party web sites, applications or services accessible through HealthyFood Switch. Your use of any third party web sites, applications or services is at your own risk;
- e)** defamatory, threatening, offensive or unlawful conduct of third parties;
- f)** New Entity and TGI shall not be liable for failure to perform or delay in performing any obligation under these Terms to the extent that the failure or delay is caused by any circumstances beyond New Entity reasonable control, including but not limited to acts of God, war, laws or regulations of any government or supra-national authority, flood, fire, interruption of power supplies or electronic communications networks, riots or industrial disputes;

g) If any provision of these Terms is found by a court to be invalid or unenforceable, the invalidity or unenforceability will not affect the remaining Terms.

2.3. HealthyFood Switch is provided "as is", with all faults, and with no representations or warranties of any kind, either expressed or implied. The express Terms contained herein shall apply in place of all warranties, conditions, Terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. No oral or written information or advice given by Discovery, TGI, their agents, or authorised representatives shall create a warranty or in any way increase the scope of this warranty.

2.4. Neither Discovery nor TGI are liable to any other party for any loss or damage, including direct, consequential, incidental or indirect loss or damage, including loss of profit (whether direct, consequential, incidental or indirect) resulting from a breach of these Terms by Discovery, TGI or the negligence of Discovery, TGI or their representatives.

2.5. You indemnify Discovery, TGI, their affiliates and respective employees, agents, third party content providers and licensors (each an "**Indemnified Party**") from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by any Indemnified Party ("**Loss**") as a direct or indirect consequence of you using HealthyFood Switch. This includes, without limitation, any Loss incurred by virtue of any breaches of third parties' intellectual property rights as a direct or indirect consequence of you using HealthyFood Switch.

2.6. This disclaimer, liability limitation and indemnity do not exclude any rights which by law may not be excluded.

2.7. Nothing in these Terms limits or excludes Discovery's liability for:

- i)** death or personal injury by Discovery's negligence;
- ii)** fraudulent misrepresentation; or
- iii)** any other liability that cannot be excluded by law.

2.8. None of these Terms restrict any of your statutory rights. For further information about your statutory rights, contact your local authority.

3. HealthyFood Switch Community Standards

3.1. HealthyFood Switch is designed to let you and friends share nutritional information. To assist achieving this, all users must comply with the following HealthyFood Switch Community Standards (the "**Standards**"):

- a)** You must not use HealthyFood Switch to share any content that is offensive, defamatory, pornographic, threatening to another person or organisation, incites violence or is otherwise unlawful;
- b)** You must not use HealthyFood Switch to harass, bully, threaten or intimidate any user or other person, or to incite hatred;
- c)** You must not use HealthyFood Switch to carry on any activity that is unlawful, or to support or facilitate any unlawful activities;
- d)** You must not use HealthyFood Switch for commercial purposes, including uploading or posting any content that is commercial in nature, or that can be characterised as spam;
- e)** You must not upload to HealthyFood Switch any viruses, malicious code or do anything designed to disable or interfere with the proper functioning of the application;
- f)** You must not do anything that encourages or facilitates a breach of these Standards. Discovery reserves the right at its sole discretion to prevent you using HealthyFood Switch if you fail to comply

with the Standards.

3.2. You are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content on HealthyFood Switch to Discovery and TGI, who undertake to correct and/or remove such content or any part thereof if it reasonably considers that it is appropriate to do so.

3.3. You accept that the community aspect is integral to HealthyFood Switch and agree to respect and abide by the Terms at all times when accessing or using HealthyFood Switch, and to interact and engage with fellow users in a respectful and dignified manner.

4. Intellectual Property

4.1. Unless otherwise indicated, TGI owns, controls and/or reserves all rights (including, without limitation, copyright) in and to all information, text, material, graphics, advertisements, software code and data comprising HealthyFood Switch (the "**TGI Property**"). Discovery operates and controls HealthyFood Switch in South Africa, under a licence granted by TGI.

4.2. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute the TGI Property in any way except as expressly provided for within HealthyFood Switch, or expressly authorised in writing by TGI. You are not authorised, without TGI's prior written permission or the permission of any other relevant rights holder, to copy, broadcast, reproduce, republish, store (in any medium), transmit, broadcast, distribute, show or play in public, adapt or change in any way, the content of, or create a derivative work from HealthyFood Switch for any other purpose. This prohibition does not extend to content which is expressed to be freely available for re-use or replication, subject to any conditions TGI specifies.

4.3. You may not use any trademark (whether registered or otherwise) of Discovery or TGI without our respective prior, specific, written permission.

4.4. Unless otherwise indicated, you are authorised to download and view any content, and use the software comprising HealthyFood Switch for your own personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

4.5. The use by Discovery or TGI of a third party trademark on HealthyFood Switch is not intended to indicate any association with, or endorsement by, Discovery or TGI of that trademark.

4.6. Any unauthorised use, alteration or dissemination of the information or content on HealthyFood Switch is strictly prohibited.

4.7. You will indemnify TGI and Discovery against any loss, liability, cost or expense (including legal costs and expenses on a full indemnity basis) suffered or incurred in connection with any claim, action, demand or proceeding alleging that the publication, use or display of any content uploaded by you to HealthyFood Switch as contemplated by these Terms, infringes the intellectual property rights of any other person.

5. Privacy

This section covers how Discovery will treat personal information it collects electronically when you register to sign up for its Discovery's Vitality program, receive any Discovery offers, or when you access the Discovery website or any of its related websites or applications via HealthyFood Switch. Unless specifically indicated otherwise, TGI will not collect or have access to any of your personal information when you access and use HealthyFood Switch.

5.1. General Principles:

- a) Discovery respects your privacy and your personal information. For this reason, we take care to protect your personal information and to keep it confidential;
- b) Collection: When you access HealthyFood Switch and share information on HealthyFood Switch, Discovery will not collect any identifiable data about you unless you register to sign up for Discovery's Vitality program, receive any Discovery offers, or if you access the Discovery website or any of its related websites or application via HFS;
- c) Sharing information: You may choose to share product information via Facebook and Twitter. You should refer to the terms of use, privacy and security settings of those third party applications to determine how your information is shared and handled within those applications.

5.2. When dealing with your personal information, Discovery applies the following:

- a) Discovery will not disclose, collate and process ("use") your personal information unless it has your express written permission or we are legally permitted or required to;
- b) Discovery will not use your personal information for any purpose, other than that which we disclosed to you, unless you give Discovery your express written permission to do so, or unless Discovery is permitted or required to do so by law;
- c) By using HealthyFood Switch, you voluntarily consent to provide Discovery with your express written permission to share your personal information within Discovery, in the ordinary course of Discovery's business, including for purposes of providing you with the relevant products and services, (See section 5.5 below).

5.3. What we mean by personal information:

Personal information refers to information that identifies or relates specifically to you, for example, your name, age, identity number or any information entered to register for HealthyFood Switch.

5.4. How discovery collects your personal information:

Whenever you use HealthyFood Switch, Discovery will only collect your personal information if you have completed the registration process on the app.

5.5. Why discovery collects and use personal information

- a) The following are some of the reasons (i.e. disclosed reasons) why Discovery would collect your personal information:
 - i) for Discovery to process your instructions or requests;
 - ii) to send you promotional material or details which we think may be of interest to you;
 - iii) to conduct market research;
 - iv) to conduct academic research. This research is conducted to evaluate and improve Discovery's product offerings. You are advised that information may be shared with third parties such as academics and researchers. All information collected for research purposes will be kept strictly confidential and all data will be made anonymous. No personal information will be made available to a third party without your written consent. If we publish the results of this research, you will not be identified by name.

5.6. Your privacy is important to us:

We will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent. If at any stage after you have given Discovery your consent you no longer wish Discovery to use or share your personal information, you may withdraw your consent by contacting Discovery on 0860 99 88 77 or visit www.discovery.co.za.

5.7. Storage of your personal information:

You accept that we may store your personal information outside of the region or country that you submit or use it in.

5.8. Collection: When you access FoodSwitch and share information on FoodSwitch, TGI not will collect any identifiable data about you.

5.9. Sharing information: You may choose to share product information via Facebook and Twitter. You should refer to the terms of use, privacy and security settings of those third party applications to determine how your information is shared and handled within those applications.

5.10. Images: Where a device uses a camera to support FoodSwitch data collection, the mobile device camera can be used to take images of product information. These images will be stored by TGI to verify product data entered.

6. Applicable laws and enforceability

6.1. The version of HealthyFood Switch that operates in South Africa is operated and controlled by Discovery from South Africa, under a licence granted by TGI.

6.2. By accessing and using HealthyFood Switch, you agree that the laws of the Republic of South Africa will govern these Terms, and you irrevocably and unconditionally submit to the jurisdiction of the South African courts in respect of any dispute which may arise from or in connection with these Terms.

6.3. Discovery and TGI do not warrant that the version of HealthyFood Switch that operates in South Africa complies with the laws of any country outside of South Africa. If you access and use HealthyFood Switch from outside of South Africa, you do so at your own risk and you accept responsibility for ensuring or confirming compliance with all laws that apply to you as a result of that access or any consequent transactions or dealings with Discovery and TGI.

6.4. Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy which cannot by law be excluded, restricted or modified. If any provision of these Terms is found by a court to be invalid or unenforceable, the invalidity or unenforceability will not affect the remaining Terms.

6.5. No failure or delay by Discovery or TGI to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this User Agreement.

7. System requirements

7.1. In order to use HealthyFood Switch, you need to have:

- a)** An Apple¹ mobile device running iOS 7.1 or above; or
- b)** An Android² device running versions 4.3 or above.

Please note:

- a)** If you are using a smartphone or tablet without a camera capable of auto-focus, HealthyFood Switch may not be compatible with the device. Without auto-focus, the pictures of the barcode will be blurry and HealthyFood Switch will be unable to identify the barcode;
- b)** You will also need mobile/cellular data or a Wi-Fi internet connection to download HealthyFood Switch and access the HealthyFood Switch network. Check with your mobile/internet service provider for details of data download and internet usage charges.

7.2 Although HealthyFood Switch is developed according to reasonable professional standards, in line with industry practice, TGI and Discovery cannot warrant that:

- a)** HealthyFood Switch is able to operate stably under or in compatibility with any operation system or device; or
- b)** HealthyFood Switch is free of defects, viruses, or malicious codes.

However, if Discovery or TGI notice any malfunction or defect, virus or malicious codes in HealthyFood Switch, Discovery with TGI will use reasonable efforts to rectify them.

8. What happens if you do not accept these Terms?

You must accept these Terms in order to use HealthyFood Switch.

¹ iTunes iPhone, iPod Touch and iPad are trademarks of Apple Inc., registered in the U.S. and other countries, App Store is a service mark of Apple Inc.

² Android and Google Play are trademarks of Google Inc.