



TERMS AND CONDITIONS

(Last Updated: 16 July, 2025)

These Terms and Conditions ("Terms") govern your use of the SmartDr digital health service platform (the "Service"). SmartDr is operated and owned by one81 PTY Ltd, an independent South African company. By accessing or using any part of the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. Nature of the Service

SmartDr is a consumer and employee-facing digital health service that offers:

- Wellness education and lifestyle content
- A symptom checking tool (not a diagnostic engine)
- General over-the-counter (OTC) product suggestions
- A directory of licensed healthcare providers for virtual consultations
- 24/7 access to a medical advice line (subject to subscription access)

SmartDr is not a medical scheme and does not underwrite health costs, pool risk, or offer guaranteed healthcare benefits in exchange for a contribution or premium.

2. Access to the Service

You must:

- Be 18 years or older, or use the service under parental/legal guardian supervision;
- Have access to an internet-connected device (HTML5-compatible);
- Have a valid subscription or access method provided by SmartDr or an authorised partner.

SmartDr may be accessed:

- Directly by individuals;
- Through technical partners, like mobile network operators;
- Via employer wellness programmes as part of employee benefits.

3. Payment Options

Access to premium SmartDr services may be subject to a recurring subscription or a once-off payment, depending on how the Service is accessed.

Payment methods include:

- Mobile airtime billing (subject to network provider availability)
- Traditional electronic payment gateways (credit/debit cards, EFT)
- Bulk-access employer subscriptions (via payroll or third-party administrator)

Pricing may vary by access channel. You will always be informed of any charges prior to activating a paid feature.

4. Disclaimers

- SmartDr does not provide medical advice, diagnosis, or treatment.
- The symptom checker, OTC suggestions, and content are for informational purposes only.
- No doctor-patient relationship is created through use of the platform.
- SmartDr does not guarantee access to or outcomes from independent health professionals.

Always consult with a licensed healthcare professional regarding health concerns. In an emergency, contact emergency services immediately.

5. Virtual Consultations & Medical Advice

Virtual consultations accessed via SmartDr are provided by licensed, independent professionals. You contract directly with them and pay them either:

- Directly (pay-per-use), or
- Through an integrated payment processor.

SmartDr acts only as a facilitator and is not responsible for professional care quality, service delivery, or medical outcomes.

6. License and Use

SmartDr grants you a non-exclusive, non-transferable, limited license to use the Service for personal, non-commercial use only.

You may not:

- Reverse engineer, decompile, or modify the platform;
- Reproduce or distribute platform content;
- Use the Service to send spam, infringe intellectual property, or disseminate harmful material.

Violation of these terms may result in account suspension or legal action.

7. Refunds and Cancellations

Refunds are handled on a case-by-case basis. SmartDr or its technical/payment partners may offer refunds if a user experiences technical failure or service access error.

8. Privacy

By using SmartDr, you consent to the collection, processing, and secure storage of your personal and usage data. Full details can be found in our Privacy Policy.

We only share your data with:

- Providers with whom you choose to interact;
- Technical service providers under strict confidentiality;
- Authorities, only when legally required.

9. Limitation of Liability

SmartDr is provided "as is" and "as available." one81 PTY Ltd disclaims all liability for:

- Any medical outcomes, injury, or loss resulting from reliance on the Service;
- Technical failures, provider actions, or data errors;
- Any decisions made based on SmartDr's informational features.

To the fullest extent permitted by law, SmartDr's total liability shall not exceed the amount paid by you (if any) for the applicable subscription period.

10. Termination

SmartDr reserves the right to suspend or terminate your access to the Service at any time for misuse, breach of these Terms, or non-payment. You remain responsible for any amounts due prior to termination.

11. Modifications

SmartDr may update these Terms at any time. You will be notified of material changes. Continued use after such notification constitutes acceptance of the updated Terms.

12. Governing Law

These Terms are governed by the laws of the Republic of South Africa. Disputes shall be subject to the jurisdiction of South African courts. If you have any questions or require a copy of the Privacy Policy, please contact support@one81.com.