

A background image showing a group of people in a library or study setting, looking at a laptop screen. The image is darkened to serve as a background for the title.

Terms and Conditions of platform use and services

By accessing or using <http://fourminutemedicine.com/>, its related application, or any of its related Platforms, or platforms (collectively, "the Platform"), owned by Four Minute Medicine (Pty) Ltd (reg: 2019/155280/07) ("4MM") or any of its Services, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("Terms"), in conjunction with any additional 4MM terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Platform remain at all times expressly reserved by 4MM.

Please pay specific attention to the BOLD paragraphs of the 4MM Terms. These paragraphs limit the risk or liability of 4MM, constitute an assumption of risk or liability by you, impose an obligation by you to indemnify 4MM or is an acknowledgement of any fact by you.

Please read these terms carefully before accessing or using the Platform or Services. 4MM will assume you have read and understood these terms should you continue to access or make use of the Platform.

It is important to note the following:

The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Platform or using the Services for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to 4MM or its possession.

These terms were last updated on 9 May 2024.

1. INTRODUCTION TO THE PLATFORM AND SERVICES

- 1.1. 4MM provides an online medical education platform for medical trainees. Users will have access to short instructional videos, clinical summaries, and or online courses. The Platform also allows users to track and assess their performance on the Platform through their interaction with the content (collectively, the “Services”).
- 1.2. These Terms explain the conditions applicable to how users must make use of the Platform and the core provisions applicable to a user's use of any Services derived from 4MM.
- 1.3. In return for using some of the Services available, the user may have to pay a fee to 4MM or another third party (“Fee”), but any Fee will be detailed to you on the Platform before you incur such a Fee. Please refer to the Platform for a breakdown of the Fees.
- 1.4. To the Services users must register on the Platform using the prompted methods and submit any required information to create a Profile.
- 1.5. The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon 4MM uploading the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.6. Unauthorised use of the Platform may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES AND REGULATORY OVERSIGHT

- 2.1. **For all Services provided, 4MM does not have an employment, agent, intermediary, representative, advisory or broker relationship with any user. Your use of the Platform or the Services is entirely at your own risk and based on your own volition.**
- 2.2. Although 4MM carefully curates Profiles, Platform content, assessment or learning programmes and their results, 4MM is not responsible for the quality or standard of any information advertised or displayed on any Profile or derived from any tool or programme used on the Platform as or part of the Services.
- 2.3. **None of the information provided via the Platform and/or Services must be regarded as regulated advice or information (medical or otherwise) in any way. Users expressly understand and agree that any information they obtain via the Platform and/or Services is general in nature, and each user warrants that they shall use their own volition and expertise to utilise any such content, at their own risk.**

3. USER REGISTRATION PROCESS

- 3.1. To make use of the Services, users must complete the necessary registration process detailed on the Platform and acquire a Profile. Each user shall have only one (1) Profile and agrees to provide accurate, current, and complete information during the registration process and to update such information as and when it changes.
- 3.2. Once registered, a user is allocated a unique Profile which is under their control, and which can be manipulated by the user using the various tools made available on the Platform. Some of the features of the Platform may automatically adjust or manipulate a Profile in accordance with the tool's functions.
- 3.3. 4MM requires you to submit your full name, email address, HPCSA registration number (or student number where necessary), and selected password when registering a Profile.
- 3.4. To protect your privacy and security, the Platform takes reasonable steps to verify your identity by requiring your chosen password together with your provided email address to access your Profile. Users can view or change their personal information in their Profile on the Platform.
- 3.5. By entering your personal information on the Platform, you warrant that the person using the Platform is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.
- 3.6. Please see 4MM's [Privacy Policy](#) for more details on how 4MM uses and processes your personal information.

4. THE SERVICES

4.1. For further and exact information on the various Services currently offered by 4MM, or those specific to you, please consult the relevant Home and/or About page on the Platform or please contact ask@fourminutemedicine.com who will gladly assist.

4.2. Subject to further information relating to these Services made available by 4MM on the Platform or elsewhere, the following details some of our Services available to users:

4.2.1. Access to short instructional videos and online courses:

- 4.2.1.1. Users can access short videos on various topics within the multiple disciplines of medicine.
- 4.2.1.2. Users can subscribe to the Platform or purchase once-off access to online courses which seek to provide concise and insightful presentations on various coursework topics within the multiple disciplines of medicine.
- 4.2.1.3. Certain online courses may also offer users downloadable templates for offline learning.
- 4.2.1.4. For more information on how this Service works, please visit our About page or please contact ask@fourminutemedicine.com who will gladly assist.

4.2.2. Assessment functionality:

- 4.2.2.1. Through interaction with the Platform and the Services users will be able to track their performance and learning analytics to measure their performance and understanding of any topic or discipline.
- 4.2.2.2. For more information on how this Service works, please contact ask@fourminutemedicine.com who will gladly assist.

4.2.3. Gamification:

- 4.2.3.1. As an incentive to interact with and learn from the Platform, the Platform has gamification functionality. After any short video summary or course, the Platform will provide users with questions which aim to test how well they have understood the information and how much of the information they have retained. These results will then be logged and analysed by the Platform.
- 4.2.3.2. The Platform will generate a pseudonym for a user to display a user's ranking against other users on the Platform. The Platform will display the users under their given pseudonym who reach the top 10 of the rankings for any given week. Top-ranked users may have the opportunity to earn prizes periodically. For example, weekly prizes or monthly prizes.
- 4.2.3.3. For more information on how this Service works, please contact ask@fourminutemedicine.com who will gladly assist.

4.2.4. Subscribe to our Newsletter and engage with us on Social Media:

- 4.2.4.1. Follow us on Instagram and LinkedIn or subscribe to our YouTube channel for up-to-date news and happenings and additional content.
- 4.2.4.2. Using the relevant prompts on the Platform, users can sign-up for our newsletter which contains great information about available content and Services, delivered straight to your inbox.
- 4.2.4.3. For more information on how this Service works, please contact ask@fourminutemedicine.com who will gladly assist.

4.3. **You agree and understand that any information, summaries, guidance or courses provided to any user on the Platform or as part of the Services, is general in nature and is not specific to any particular user for any specific educational need of that user unless otherwise specified. A user is at all times responsible for their own decisions and actions relating to the Platform and Services, where any such information provided by 4MM is only ever general in nature.**

5. PAYMENT FOR 4MM SERVICES

- 5.1. Users will need to pay a Fee to 4MM for access to the Platform and the Service. Unless otherwise stated, such as in a case of a pilot, 4MM will charge the Fee to the user on the following basis:
- 5.1.1. **After the Free trial access to the Services:**
- 5.1.1.1. Users can access and make use of our Services before obtaining a subscription by utilising the obligation-free trial. Users will not be required to input any billing information in order to access the the trial. Following the conclusion of the trial period user accounts will be suspended following the activation of a subscription package.
- 5.1.1.2. Users can access the the trial by following the prompts on the Platform and choosing that package when prompted.
- 5.1.2. **Annual subscription package to access certain Services and Platform features:**
- 5.1.2.1. Users will need to pay an annual access subscription Fee to 4MM to access and use the Services. The Fee will be determined by the specific medical discipline that the user is studying. The exact Fee to be paid by a user will be dictated to the user at relevant points on the Platform.
- 5.1.2.2. The full subscription package will include access to the videos, some online courses, the adaptive learning and gamification functionality, and clinical summaries.
- 5.1.2.3. The subscription package will be billed from the day you first subscribe. You can cancel at any time before the next billing period and will continue to have access to your subscription until the next billing period, after which you will not be billed again, and your subscription will end. Where your subscription ends your account will be suspended pending the re-activation of a subscription package.
- 5.1.3. **One-off payment for online courses:**
- 5.1.3.1. Users can purchase additional courses from the Platform directly by following the relevant prompts. Users who purchase online courses will have access to the courses for 6 -12 months depending on the course.
- 5.2. Invoices will be emailed, in such cases as an email address is provided on your profile, and or made available for download on your profile.
- 5.3. For an indication of the subscription and/or course Fees to be expected for those Services available from 4MM, please see the Plans or Courses page on the Platform.
- 5.4. 4MM is committed to providing secure online payment facilities for the payment of any Fee to us. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service provider.
- 5.5. All advertised prices for Services and Fees shall be exclusive of Value Added Tax ("**VAT**") and any other applicable taxes/fees unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a particular transaction will be clearly indicated to you upon checking out.
- 5.6. You may contact 4MM via email at contact@fourminutemedicine.com to obtain a full record of your transactions with 4MM.

6. REFUNDS

- 6.1. Unless otherwise required by applicable laws, **4MM does not refund any Fee which has been paid by a user for their subscription to the Services.** This also means that 4MM will not return any Fee already paid for a subscription period where the user terminates their use of the Services before the paid subscription period has lapsed entirely.
- 6.2. Users have the flexibility and opportunity to understand the exact Services offered by 4MM by first using our 5-Day Free trial access option. This means that should a user use our Services and purchase any ongoing subscription

package, it is assumed that the Services are fit for the user's purpose and refunds will therefore not be provided for any related bases.

7. USER RESPONSIBILITIES AND WARRANTIES

- 7.1. By using the Platform and/or the Services, you warrant that:
- 7.1.1. you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
 - 7.1.2. you understand and agree that any and all information provided on the Platform and/or via the Services does not ever constitute any sort of regulated medical or other services, including that same content or learning is not medical advice nor accredited medical training in any regulated way;
 - 7.1.3. you have not made any misrepresentations and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;
 - 7.1.4. **you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. Where you are a minor, your parents/guardian warrant that they take all liability for your use of the Services and/or Platform, and warrant that they expressly agree and understand that 4MM will process the minor's personal information and that they will supervise all use of the Services and/or Platform by their child/ward as well as be liable for any and all Fee payments incurred by their child/ward on the Platform;**
 - 7.1.5. you lawfully possess and submit all information to the Platform and/or 4MM for the use of it or the Services;
 - 7.1.6. you will exercise academic integrity at all times whilst using the Platform and/or the Services;
 - 7.1.7. you will ensure that all Platform material referred to in any academic writing or work has been appropriately referenced;
 - 7.1.8. you will not post, upload, replicate or transmit any abusive content on the Platform that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Platform;
 - 7.1.9. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
 - 7.1.10. you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that the user does not own or does not have the right to publish or distribute;
 - 7.1.11. you will not use the Platform for any commercial purpose other than as expressly provided for by 4MM herein;
 - 7.1.12. you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
 - 7.1.13. you will not facilitate or assist any third party to do any of the above, failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing 4MM to manifest all its rights in the case of a breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority, demanding specific performance and/or suing you for damages.
- 7.2. The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Platform. The network's data and messaging rates and fees may apply if you use the Platform and you shall be responsible for such rates and fees.

- 7.3. **Without prejudice to any of 4MM's other rights (whether at law or otherwise), 4MM reserves the right to deny you access to the Platform or the Services where 4MM believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 7.4. **4MM does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.**

8. KYC AND AML REQUIREMENTS

- 8.1. A user's ability to make use of various parts of the Platform or Services, may be regulated by applicable know-your-customer ("KYC") and/or anti-money laundering ("AML") laws and the respective rules and regulations.
- 8.2. 4MM may, at various times and depending on a range of factors in its sole discretion, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to 4MM for the user to be verified as not infringing any of 4MM's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. 4MM reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by 4MM. 4MM also reserves the right to share this information with any legal authority when required under applicable laws.
- 8.3. **4MM may restrict user transactions that may violate laws or 4MM's internal KYC or AML conditions herein and as updated from time to time.**

9. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 9.1. Data messages, including email messages, sent by you to 4MM will be considered to be received only when acknowledged or responded to.
- 9.2. Data messages sent by 4MM to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 9.3. 4MM reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 9.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. 4MM is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from 4MM to a user, between users or from a user to 4MM.

10. HYPERLINKS, DEEP LINKS, FRAMING

- 10.1. The Platform may include links to other internet sites ("the other sites"). 4MM does not own or endorse the other sites and is not responsible for the information, material, products, or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 10.2. 4MM does not purport to own the content on other sites which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please write to contact@fourminutemedicine.com to request the removal of such content.
- 10.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

11. ADVERTISING AND SPONSORSHIP

- 11.1. The Platform may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Platform complies with all applicable laws and regulations.
- 11.2. 4MM, its members, employees, suppliers, partners, affiliates, and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

12. INTELLECTUAL PROPERTY PROTECTION

- 12.1. All Platform layout, Platform content, clinical summaries, course material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, videos, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Platform and 4MM in use of the Services, ("the intellectual property") are owned (or co-owned or licenced, as the case may be) by 4MM, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 12.1.1. For clarity, all rights to any intellectual property provided by a user to the Platform will remain with the user, but for which the user has provided 4MM with a non-exclusive, non-transferable licence to use such user intellectual property as 4MM deems fit on the Platform and/or in advertising, for as long as the user remains registered on the Platform.
- 12.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material on the Platform or the underlying software code whether in whole or in part, without the written consent of 4MM first being granted, which consent may be refused at the discretion of 4MM. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, 4MM and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**
- 12.3. 4MM reserves the right to make improvements or changes to the intellectual property, information, videos, exam/question papers, artwork, graphics and other materials on the Platform, including that of a user in their Profile, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded through the Platform, will not be affected by such suspension or termination (as the case may be).
- 12.4. Where any of the Platform intellectual property has been licensed to 4MM or belongs to any third party, other than that which has been submitted by a user to the Platform in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 12.5. Subject to adherence to the Terms, 4MM grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Platform on any machine of which the user is the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of 4MM.
- 12.6. Any enquiries regarding any of the above relating to intellectual property must be directed to 4MM at contact@fourminutemedicine.com.

13. DISCLAIMERS AND WARRANTIES

- 13.1. **The Platform and Services, including any information, content or results attained from a Service programme or the intellectual property appearing therein, are provided "as is" and "as available". 4MM makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform, the Services or the information contained in it.**
- 13.2. All information or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not 4MM. While 4MM makes every reasonable effort to present such information accurately and reliably on the Platform, 4MM does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.
- 13.3. **4MM, its shareholders, employees, and partners accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.**

- 13.4. **4MM, its shareholders, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.**
- 13.5. 4MM takes reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform. However, 4MM does not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Platform remains solely at the user's own risk and the user should take their own precautions accordingly.

14. INDEMNITIES

- 14.1. **The user indemnifies and holds harmless 4MM, its shareholders, employees, and partners from any demand, action or application or other proceedings, including attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Platform and/or Services offered or concluded through the Platform in any way.**
- 14.2. **The user agrees to indemnify, defend, and hold 4MM harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**
- 14.3. **This clause will survive the termination of this agreement.**

15. COMPANY INFORMATION

- | | | |
|-------|--------------------------------------|--|
| 15.1. | Site owner: | Four Minute Medicine (Pty) Ltd |
| 15.2. | Legal status: | Private Company |
| 15.3. | Registration number: | 2019/155280/07 |
| 15.4. | Director(s): | Phinda Njisane, Vela Njisane and Ashley Francis |
| 15.5. | Description of main business: | Online educational content provider |
| 15.6. | Email address: | contact@fourminutemedicine.com |
| 15.7. | Platform address: | http://fourminutemedicine.com/ |
| 15.8. | Physical address: | Unit 21 Block B, M5 Park, Eastman Road, Maitland, Cape Town |
| 15.9. | Postal address: | PO Box 31063, Tokai, Cape Town, 7966 |

16. DISPUTE RESOLUTION AND GOVERNING LAW

- 16.1. The user's access and/or use of the Platform and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 16.2. Should any dispute, disagreement or claim arise between a user and 4MM concerning the use of the Platform or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 16.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them to find a mutually beneficial solution.
- 16.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by 4MM. Arbitration proceedings shall be conducted in Cape Town in English.
- 16.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of

that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

- 16.6. **The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.**

17. TERMINATION OF USE OF PLATFORM OR SERVICES

- 17.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, 4MM RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND USE OF THE PLATFORM AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT 4MM GIVES REASONABLE NOTICE TO YOU.**
- 17.2. If you wish to terminate your agreement with 4MM and these Terms, or end your use of the Services, you may do so by deregistering your Profile with the Platform and discontinuing your payment of a subscription Fee and ending your use of the Platform/Services. **Such deregistration from the Platform will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which the parties may have at the time of said termination with the Platform.**
- 17.3. In the event of cancellation of your agreement with the Terms and with 4MM, 4MM will remove you from the Platform and delete your Profile. Where your Platform is deleted, you will lose access to all Platform content which was accessed through the subscription package.

18. NOTICES AND SERVICE ADDRESS

- 18.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
- 18.1.1. in the case of 4MM, at contact@fourminutemedicine.com; or
- 18.1.2. in the case of the user, at the e-mail and addresses provided by the user to 4MM in the registration process and/or in their Profile.
- 18.2. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. GENERAL

- 19.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 19.2. No indulgence, leniency or extension of time granted by 4MM shall constitute a waiver of any of 4MM's rights under these Terms and, accordingly, 4MM shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 19.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 19.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 19.5. The user's access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 19.6. Should you have any complaints or queries, kindly address an email to 4MM at contact@fourminutemedicine.com of same.

- 19.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by 4MM in relation to the payment failure or breach.
- 19.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 19.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 19.8.