

TJOPTJOP

Your health screening and data back-up assistant app

Terms, Conditions and Privacy Notice as at May 26, 2020

ACCEPTANCE OF THE TERMS AND CONDITIONS

These terms and conditions (these “**Terms and Conditions**”) for the **TjopTjop** application and any associated website, portal or similar service (collectively, “**TjopTjop**” or the “**App**”), constitute a legal agreement and are entered into by and between you and The North-West University, South Africa or its nominee (“**Company**,” “**we**,” “**us**,” “**our**”). These Terms and Conditions govern your access to and use, including any content, functionality, and services offered on or through the App. These Terms and Conditions also apply to any portal or similar service made available any medical professional, clinic, hospital or other institution in respect of the App and your use of the App.

BY USING THE APP OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND THE PRIVACY NOTICE (AS DEFINED HEREIN), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY NOTICE, YOU MUST NOT ACCESS OR USE THE APP.

IMPORTANT: NO MEDICAL ADVICE

We are not medical practitioners. And we don't give medical advice. We are computer engineers (and parents) with an acute understanding of the administrative and logistical nightmares associated with screening hundreds, even thousands of students, pupils, staff members or clients per day. And we know how to make most of the pain go away.

To make sure we understand each other correctly, we need you to **EXPRESSLY ACKNOWLEDGE AND AGREE THE FOLLOWING, which you do by clicking the “Accept” button below:**

- the App doesn't test vitals. It helps you test and record vitals and stores and disseminates the data safely. It should not be considered a substitute for medical advice or testing of any kind – always consult an appropriate medical professional and the latest advice you're your Department of Health;
- TjopTjop doesn't diagnose, treat, cure and doesn't recommend a course of action. It doesn't constitute medical advice. It merely records and stores data pertaining to external screening conducted by yourselves. You will follow the appropriate procedures prescribed by your health authorities or health professionals and practitioners.
- TjopTjop is designed to assist with the recording of body temperature of screening candidates, because it responds to the most immediate requirement of most health authorities for the re-opening of schools and workplaces. We therefore help you to comply with an administrative regulation.
- You acknowledge that, while it is a useful first line of testing, a high body temperature cannot be the only factor for a conclusive diagnosis, and that many illnesses and viruses do not manifest themselves as such in all patients. Many carriers of a virus are asymptomatic, especially young children. A lack of fever or high body temperature does not, therefore,

guarantee the absence of a particular illness, disease or virus. Stay informed, follow the guidelines of your health authorities and health professionals.

- You acknowledge and agree that we make no claims, representations or guarantees as to the accuracy, completeness or suitability of any content on TjopTjop or any recommendations or suggested courses of action on TjopTjop. Neither we, nor our shareholders, affiliates, officers, directors, employees, suppliers and / or subcontractors will be held responsible for your use of TjopTjop or any reliance you place on any content from it without limitation of any kind;
- you will not, in any event or in any way, rely on TjopTjop for wellbeing or your personal safety and by using TjopTjop you agree that you will not do so;
- if you rely on TjopTjop or any content on it for any reason, medical or otherwise, you do so entirely at your own risk;
- regardless of any information provided by the App, depending on your personal circumstances and the rules applicable in your jurisdiction, you may have certain legal obligations in respect of self-isolation, quarantine, social distancing or other measures related to publicly reportable viruses, diseases and illnesses, and you, are responsible for understanding your legal obligations and ensuring that you comply with them. None of the information provided by the App should be considered legal or medical advice.

Terms and Conditions

These Terms and Conditions (and any modifications to it) represent the entire agreement between you and us with respect to the App and is different than and completely separate from your agreement with your telephone, mobile, data or internet service providers and from any and all agreements that we may have with our service providers to which you are not a party.

We may change, add to or delete any portion of these Terms and Conditions in our discretion at any time and from time to time. Any amendments will be effective when posted on the App and your continued use of the App after amendments are posted will be considered acceptance of any amendment. You agree to periodically review the Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on the App may be changed, withdrawn, disabled or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the App is restricted to users or unavailable at any time or for any period.

Use of the App

The App is intended to act as a screening tool for fevers and high body temperatures to be used by schools, universities, colleges and businesses. Users will measure the body temperature of candidates with an external thermometer device and capture the identity and temperature of the candidate before storing it off site on a centralised server. The institutional data will be available to designated viewers real time, and will be made available to designated health authorities, unless you expressly instruct us otherwise.

BY USING THE APP, YOU EXPLICITLY CONSENT TO AND REQUEST THE COLLECTION AND STORAGE OF CERTAIN PERSONAL INFORMATION, IN ACCORDANCE WITH AND AS MORE PARTICULARLY SET OUT IN THE PRIVACY NOTICE BELOW, FOR THE PURPOSE OF INTERNAL OR EXTERNAL COMPLIANCE OBLIGATIONS OF YOUR INSTITUTION.

We will store your data, without any further charge, for a period of 12 months, where after we will delete it.

The transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to and from the App. Any transmission of personal information is at your own risk.

You will not be charged by us for receiving messages or notifications; however, please note that your text messaging, wireless, and/or mobile phone service provider may charge a per message fee or data charges for receiving messages or notifications through the App.

We are not responsible for circumvention of any privacy settings or security measures contained on the App.

If applicable, any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account in public so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to the App or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

Intellectual Property Rights and Ownership

You understand and agree that the App and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, any Company trademarks or logos and all related names, logos, product and service names, designs, images and slogans are trademarks of the Company or its affiliates or licensors. You shall not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear on this App are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, reverse engineer, decompile or transmit any of the material on our App, in any form or medium whatsoever except that your computer or mobile phone and browser may temporarily store or cache copies of materials being accessed and viewed.

You are not permitted to modify copies of any materials from this App nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the App. You shall not access or use for any commercial purposes any part of the App or any services or materials available through the App.

If you print off, copy or download any part of the App in breach of these Terms and Conditions, your right to use the App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the App or to any content on the App, and all rights not expressly granted are reserved by the Company. Any use of the App not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

Conditions of Use and User Submissions

As a condition of your access and use, you agree that you may use the App only for lawful purposes and in accordance with these Terms and Conditions.

Without limiting the foregoing, you warrant and agree that your use of the App shall not:

- In any manner violate any applicable provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Notice.
- In any manner violate the terms of use of any third-party website that is linked to the App, including but not limited to, any third-party social media website.
- Involve stalking, attempting to exploit or harm (including emotionally harm) any individual in any way whether by exposing them to inappropriate content or otherwise or ask for personal information whether or not prohibited under applicable laws, regulations or code.
- Involve, provide or contribute any false, inaccurate or misleading information.
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- Transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.
- Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm the Company or users of the App or expose them to liability.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Give the impression that communications originate from or are endorsed by us or any other person or entity, if this is not the case.

Without restricting the generality of the foregoing in any way, by using the App you further agree that you will not attempt to circumvent or violate the security of the App in any way, including, without limitation, by:

- accessing content and data that is not intended for you;
- attempting to breach or breaching the security and/or authentication measures of the App;
- restricting, disrupting or disabling service to users, hosts, servers or networks;
- illicitly reproducing TCP/IP packet header;
- disrupting network services and otherwise disrupting our ability to monitor the App;
- using any robot, spider, or other automatic device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App;
- introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attacking the App via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; or
- otherwise attempting to interfere with the proper working of the App.

PRIVACY

By using the App, you acknowledge that you have read, understand the terms of, and agree to TjopTjop's privacy notice in effect from time to time (as it may be amended, supplemented, replaced or otherwise modified from time to time, collectively, the "**Privacy Notice**") found in the footer of the TjopTjop website (www.tjoptjop.info). The Privacy Notice is incorporated by reference into these Terms and Conditions. By submitting your personal information to us, you consent to the collection, use, reproduction, hosting, transmission and disclosure of your personal information in compliance with the Privacy Notice.

Indemnity and Liability

You agree to indemnify and hold us, our parent companies, affiliates, and their respective successors, officers, employees, directors, shareholders, contractors, advisors, suppliers, licensors, licensees or other representatives (collectively, the "**Representatives**") harmless from and against any and all claims, demands, actions, losses, damages, fines, penalties, costs (including legal costs) and other liabilities of any kind whatsoever, initiated against or incurred by the Representatives, as applicable, directly or indirectly, as a result of or in connection with your use of the App, whether initiated or suffered by you, a third party, or your spouse, children, grandchildren, parents, grandparents, brothers or sisters (in any case, a "**Claim**").

YOU ACKNOWLEDGE AND AGREE YOUR USE OF THE APP IS AT YOUR OWN RISK, AND THAT WE MAKE NO REPRESENTATIONS, WARRANTIES OR COVENANTS WHATSOEVER WITH RESPECT THERETO.

THE APP IS AN AID WHICH RELIES ON TELEPHONE, WIRELESS NOTIFICATIONS, OR INTERNET TRANSMISSIONS THAT CAN BE INTERMITTENTLY BLOCKED, INTERRUPTED, DISRUPTED OR CORRUPTED. AS A RESULT, THERE MAY BE AND WE WILL NOT BE LIABLE FOR ANY DELAYS, OMISSIONS, INACCURACIES AND/OR FAILURES TO DELIVER THE NOTIFICATION TRANSMISSIONS OR ANY CONTENT AND YOU SHOULD NOT RELY ON THE APP FOR ANY REASON.

FOR GREATER CERTAINTY, WE DO NOT GUARANTEE THAT ANY MESSAGES SENT BY YOU WILL ARRIVE AT THEIR INTENDED DESTINATION ON TIME.

WE, OUR REPRESENTATIVES, OUR SUPPLIERS, AND SUBCONTRACTORS SPECIFICALLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APP INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, SCALABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS REPRESENTATIVES BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY DELICT, BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE APP, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY APP CONTENT, MATERIALS, POSTING OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

IF WE SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY CLAIM, OUR MAXIMUM LIABILITY WILL IN NO EVENT EXCEED THE AGGREGATE OF R100 (one hundred rand).

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITS OF LIABILITY SPECIFIED IN THESE TERMS AND CONDITIONS WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THESE TERMS AND CONDITIONS. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Termination

We reserve the right to disable, terminate, prevent or prohibit your access to the App or any portion of it, including, if applicable, your account, any username, password (if applicable) or other identifier, whether chosen by you or provided by us, at our sole discretion for any reason whatsoever, without liability or notice. We reserve the right to disable, terminate or alter the functionality of the App at any time in our sole discretion.

Suspension

TjopTjop delivers a prepaid service. Your service shall be suspended, and you will be notified, once your account balance approaches nil.

It will be reconnected after topping up, and we will keep only 2 days of data to allow for late payments.

General

- These Terms and Conditions supersede any other contemporaneous or prior promises, representations, descriptions or communications regarding the App.

- These Terms and Conditions may only be modified by the Company.
- Our failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision.
- These Terms and Conditions shall be governed by the laws of the Republic of South Africa applicable therein without regard to any conflict of law provisions.
- Any action or proceeding arising out of or relating to App and under these Terms and Conditions will be instituted in the High Courts of South Africa to the extent the same has jurisdiction, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.
- All content of these Terms and Conditions under the headings "Intellectual Property Rights and Ownership", "Conditions of Use and User Submissions", "Privacy", "Indemnity and Liability" and "Termination" or which by its very nature ought to survive termination shall survive termination of these Terms and Conditions.
- If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- These Terms and Conditions shall bind and ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and assigns. You may not assign your rights or obligations hereunder without our prior written consent. We may assign our rights or obligations hereunder without your consent.

[Privacy Policy](#)

[COVID-19 RapidResponse Tool Terms and Conditions](#)

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