

TERMS AND CONDITIONS OF PROCESSING PERSONAL INFORMATION

1. Definitions

- 1.1. **'Dependant'** means the spouse or partner, dependent children or other patients of the patient's immediate family in respect of whom the patient is liable for family care and support; or any other person who, under the rules of a medical scheme, is recognised as a dependant of a patient.
- 1.2. **'Intended Recipients'** means such recipients as are set out in this agreement.
- 1.3. **'Optometrist'** means STEVE TRIMBY OPTOMETRISTS
- 1.4. **'Patient'** means the user of healthcare services provided and/or the patient's legal guardian as provided on the opposite side of this agreement.
- 1.5. **'Personal information'** means information that identifies or relates specifically to the patient, which shall include all health and medical information, personal identification information and benefit information as defined in POPI; and
- 1.6. **'POPI'** means Protection of Personal Information Act, 4 of 2013.

2. Consent for Processing

- 2.1. The patient consent applies to the sharing of personal information with:
 - 2.1.1. The patient's medical scheme.
 - 2.1.2. Where the patient is a minor, the patient's parents and/or guardians.
 - 2.1.3. Pathologists, Ophthalmologists and other medical practices.
 - 2.1.4. Other optometrists; and
 - 2.1.5. Authorised staff members or service providers.

3. Maintenance of consent

- 3.1. Changes in terms and conditions
 - 3.1.1. In the event of there being any changes to these terms and conditions, the Optometrist will advise the patient within 30 days of these changes being made.
 - 3.1.2. It is the patient's responsibility to ensure that these terms and conditions are regularly reviewed so all changes are acknowledged.
- 3.2. Correction of personal information
 - 3.2.1. The patient confirms that all information provided to the Optometrist at the time of signature of this agreement is true and correct, including all information provided on behalf of dependents and any beneficiary registered on the medical scheme of the Patient, who are unable to provide their independent consent.
 - 3.2.2. The patient acknowledges that any changes to the patient personal information must be communicated to the Optometrist immediately so these changes can be updated on our systems.
 - 3.2.3. Even though the Optometrist may send out requests for updating of information from time to time, the Optometrist will not be liable for inaccurate information on its systems as a result of the patient's failure to update the patient's personal information.
 - 3.2.4. In order to update or manage the patient's consent to view, share, access or for the processing of the patient's personal information, the patient is required to contact the Optometrist to manage the process.

4. Consent and compliance in terms of POPI

The patient's consent is provided to the Optometrist with the acknowledgement and acceptance of the following conditions of personal information usage:

- 4.1. Purpose
 - 4.1.1. The patient's medical scheme provider.
 - 4.1.2. Where the patient is a minor, the patient's parents and/or guardians.
 - 4.1.3. Pathologists, Ophthalmologists and other medical practices.
 - 4.1.4. Other optometrists; and
 - 4.1.5. Authorised staff members or service providers.
- 4.2. The consent provided to the Optometrist will be used to:
 - 4.2.1. Share the patient's personal information electronically with the patient's chosen medical aid provider, the Optometrist's partners, and the Optometrist's service providers.
 - 4.2.2. Store the patient's personal information and other personal information a secure backup/cloud-based storage facility, or a secure filing system.
 - 4.2.3. Process the patient's personal information for the purpose of maintaining the patient's information, providing the patient's medical scheme services, and providing the additional services.
 - 4.2.4. Use the patient's personal information for medical research purposes.
 - 4.2.5. Use the patient's personal information to optimise the patient's treatment.
 - 4.2.6. Use the patient's personal information to facilitate treatment in emergency situations.
 - 4.2.7. Use the patient's personal information for the purposes of invoicing, payment and refunds; and
 - 4.2.8. Retain the patient's personal information in terms of the statutory limits.
- 4.3. Consequence of providing consent to sharing the patient's personal information
 - 4.3.1. The patient's personal information will be electronically transferred and/or shared with the intended recipients to the extent that it is necessary for the purposes for which it is shared, who will be able to access, view and store the patient's personal information. All reasonable steps are taken by the Optometrist to protect the patient's personal information and maintain the patient's confidentiality. The Optometrist undertakes to take all reasonable steps to ensure that the intended recipients agree to treat the personal information of the patient as provided for in POPI.
- 4.4. Intended recipients
 - 4.4.1. The intended recipients of the patient's personal information are the patient, the patient's medical aid providers, specialists and pathologists (including their practice staff in some cases), the Optometrist, its administrator, clinical service providers, medical care facilities, their relevant affiliates and researchers. Where appropriate, emergency medical service providers will have access to the patient's personal information.
 - 4.4.2. The patient's personal information can only be provided upon the patient's consent and no unauthorised person will have access to the patient's personal information, from the Optometrist, without the patient's consent.
- 4.5. Right to withdraw consent
 - 4.5.1. The consent provided to the Optometrist is for the purpose of accessing, using, transferring, sharing, storing and collecting the personal information of the patient or the patient's beneficiaries / dependents, and can be revoked at any time. The patient can revoke consent for any specific medical aid provider or any other person or provider who has access to the patient's personal information, at any time by contacting the Optometrist and completing the required documentation. Once this information is captured and updated, the patient's personal information will no longer be shared. If the patient revokes all consent, the patient's information will be retained as required within statutory limits and thereafter irrevocably deleted and/or destroyed.
- 4.6. Storage of personal information
 - 4.6.1. The personal information of each patient will be stored in a 'cloud-based' server or backup server, the Optometrist's platform, and/or in a hard copy filing system in a safe and secure environment which meets the security requirements for POPI and international data protection laws.
- 4.7. Retention of personal information
 - 4.7.1. The personal information of each patient will be **retained by** the Optometrist and its administrator for as long as the patient is treated by the Optometrist. Once the patient informs the Optometrist that he/she would no longer make use of the services of the Optometrist, the patient's personal information will be retained within the allowable statutory limits, where after it will be irrevocably deleted and/or destroyed.
- 4.8. Patient consent
 - 4.8.1. The patient hereby consents to the use and processing of his/her or his/her dependent's personal information as set out in this agreement.
 - 4.8.2. The patient gives permission for the Optometrist to give his/her or his/her dependent's personal information, including my diagnosis and other relevant clinical information required in terms of the treatment by the Optometrist, to his/her medical aid provider.
 - 4.8.3. The patient confirms that he/she have had an opportunity to receive and read the terms and conditions (or these have been read to him/her), and he/she fully comprehend the terms, conditions and consequences of these terms and conditions.
 - 4.8.4. The patient conforms that he/she has had sufficient opportunity to ask questions about this consent form and have had these questions, if any, answered to his/her satisfaction by the Optometrist.
 - 4.8.5. The patient confirms that his/her consent to the terms of this consent form is provided of his/her own free will without any undue influence from any person whatsoever.
 - 4.8.6. The patient confirms that he/she has the permission of his/her dependent(s) to give their consent, where such consent has been provided and indemnifies the Optometrist against this.

Signed on this _____ day of _____ 20__ at _____

Patient's Signature

Signature of Witness

Full names and particulars of Witness

Name and Surname

Physical Address

Contact number