



AFRICAN HEALTHCARE PORTAL Terms and Conditions of use

How we use Cookies

We use cookies on our website and web-app for a variety of reasons which you can learn about below. The cookies we use do not store personally identifiable information nor can they harm your computer. We want our website to be informative, personal, and as user friendly as possible and cookies help us to achieve that goal.

By using our website and web-app, you agree to the use of cookies and other technologies as set out in this policy. We appreciate some users may like more individual control over their visit to our website and can adjust their settings accordingly. You can read all about this in the section below "How to control and delete cookies". If you do not agree to such use, please refrain from using the website.

What are Cookies

A cookie is a small file and holds a certain amount of data, which our website can send to your browser. It may then be stored on your computer's hard drive and can be accessed by our web server. This cookie data can then be retrieved and can allow us to customise our web pages and services accordingly. It's important to clarify that cookies do not collect any personal data stored on your hard drive or computer.

To find out more about cookies, visit www.allaboutcookies.org.

Consumer Protections Act

Trishula Pathways is committed to supplying a system that is compliant with the Consumer Protections Act of South Africa. Users have the right to activate and deactivate correspondence receivable from a correspondence list, displayed in the user profile setup, at any time.

Fees for the expertCLASS are non-refundable. In the event that the expertCLASS is cancelled or could not be hosted on the stated date and time, the fees will be refunded or may be deferred to the date of the next expertCLASS. The host of the expertCLASS will be responsible for the transaction fees incurred as a result of the cancellation.

Items procured via the Buyer Group feature on the African Healthcare Portal are subject to the returns policy of the distributor, manufacturer or service provider from whom the goods were procured.

Courses procured via the Learning e-store are not subject to a refund. In the event that the participant fails the online course more than three times, the CPD certificate is forfeited. The user may contact the AHP administrator to discuss the reasons for failure by emailing: learning@africanhealthcareportal.com .

Confidentiality

Trishula Pathways is committed to the confidentiality of our clients, which is why we do not require any personal information to register a profile.

All that is required from the healthcare professional to register a profile is:

- An active e-mail address;
- Name and surname;
- Username and password;

The African Healthcare portal has been developed to ensure the validity of access to information and does not allow for medical representatives/ manufacturers/ distributors to access healthcare profiles or information. User access is controlled by the sharing user.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside South Africa and choose to provide information to us, please note that we transfer the data, including Personal Data, to South Africa and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Trishula Pathways will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Terms and Conditions

Trishula Pathways Pty Ltd (Hereinafter referred to as TP)

1. Acceptance and usage

These conditions become effective when you access the site known as “African Healthcare Portal” for the first time and constitute a binding agreement between us (TP) and yourself, which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this site. TP offers services such as knowledge sharing, case discussion and information sharing via the newsfeed, online forums, expertCLASS and eLearning store.

Your use of this web-app is subject to the terms and conditions as set out herein:

You should read the terms and conditions carefully before you access any web-app or participate in any of the services or products of TP.

By using this web-app, you acknowledge that you have read these terms and conditions and agree to be bound by and comply with them.

When you register onto the African Healthcare Portal, you may choose your user name and password. By using the user name and password to access the African Healthcare Portal “service” and/or by using the “service”, you will be signifying your acceptance of these terms and conditions of use, which will form a binding agreement between you and TP.

TP's online products and services ("Online Services") are subject to certain procedures and approvals, which TP may reject at their sole discretion.

2. Interpretation of this Agreement

1. **"this agreement"** - means these terms and conditions of use and TP's privacy policy which may, from time to time, impose in respect of the service, as amended and updated from time to time;
2. **"effective date"** - means the date on which you subscribe to the African Healthcare Portal;
3. **"fees"**- Use of the web-app, the newsfeed, the case study discussion room and the case study library are free of charge. Fees are charged for advertising, the use of online forums (Think Tank, project management war room and research hub). A sales commission on the price charged for, is levied, per expertCLASS, per user registered for the expertCLASS, as well as for each online course sold at the stated sales price. A sales commission will be levied for the buyer group feature (more details in the terms and conditions below).
4. **"service(s)"** - means any service offered by TP, any service described in these terms and conditions and any other service that you may subscribe to or which may form part of TP's offering from time to time;

3. Nature of information on the site

All the information on this site is for the purpose of learning and creating efficiency in the healthcare sector. TP is not responsible for creating efficiency and does offer any form of guarantee in that respect.

4. **Electronic communications**

When you visit the TP web-app and during that visit complete a web form to request information or when you send an e-mail to TP, and do not explicitly request a non-electronic communication medium, you consent to receiving communications from TP electronically and agree that all agreements, notices, disclosures and other communications sent by TP satisfy any legal requirements, including, but not limited to the requirement that such communications should be "in writing".

5. **Limited License to General Users:**

- The African Healthcare Portal Web-app and website and its content may not be reproduced, duplicated, copied, resold, or otherwise exploited for any commercial purpose.
- The license does not allow the User to collect product or service listings, descriptions or other information displayed here.
- The User may not frame nor use framing technologies to enclose the Website or the Content nor any part thereof.
- TP does not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the African Healthcare Portal.
- TP reserves the right to refuse service, terminate accounts, remove or edit Content, or cancel orders at their sole discretion.
- Any unauthorised use terminates this agreement.

6. **Using search technology**

The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from the African Healthcare Portal is strictly not permitted.

7. **Newsfeed**

Newsfeed is an information sharing tool embedded in the website, where all users can share information. The feature allows for a user to express his/her opinion on matters and users who choose to comment thereon, do so at their own risk. TP, TP employees, TP shareholders or TP members will not be held liable for any losses incurred due to the use of the newsfeed feature, as this does not constitute the opinion of TP, but that of the individual posting the comment.

The User may only use this function for legitimate purposes and warrants that he/she shall not use the Web-app to transmit material or content which is in violation of any law or regulation, which is obscene, intimidating, racist, menacing, offensive, insulting, in breach of an duty of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful.

Furthermore, the user may not print copies of extracts from the newsfeed other than for personal or non-commercial use. The user may not "mirror" or cache any of the Content of Website on a server, or re-use the text or graphics obtained from the website, without the prior written permission of TP.

It should also be stated that the newsfeed will be strictly monitored for any distasteful topics, or content as set out above, or comments as set out above, and will be removed by the administrator without warning. Members can report any such occurrences by emailing: Hello@africanhealthcareportal.com

8. **Information feeds**

We may use the services of other organisations to provide information on the site. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from your reliance on it. Please refer to the disclaimer as well.

9. **Linked third-party sites and third-party information**

This African Healthcare Portal may contain links to other websites with information and material produced by other parties. While we try to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. A link from African Healthcare portal to any other website does not mean that we have scrutinized or endorsed the owners or administrators of the websites or their business or security practices and operations.

All third-party information regarding products advertised or listed on the website was obtained from the owner/supplier of the product and TP will not be held liable for any errors in data communicated by the legal owner. TP will always strive to display accurate and correct data.

TP does not verify the accuracy of the claims made by the owners of the product but merely serves as a communication portal. Any such errors are to be taken up with the owner of the product.

10. **Software**

The user needs to maintain hardware and software of sufficient performance ability to use the African Healthcare Portal. Your failure to use advanced browsers may cause some or all of the functionality of the site not to operate properly.

No warranty is given that any files, applications, or functions available on the site are free of viruses, Trojans, bombs, or other data errors.

11. **The law governing our relationship**

The conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.

Use of the Payfast payment Gateway

Terms and conditions in accordance with the Payfast software, website and technology are to be adhered to.

Advertising

The user or responsible entity who uploads any form of advertisement to the African Healthcare Portal must ensure that the advertisement complies to all the necessary legislation as per international regulation and South African law. This includes but is not limited to the Marketing code of conduct for all pharmaceuticals, medical devices and other commodities, products or services.

Online Forums

The use of the project management war room, case study discussion room, think tank and research hub; is solely at your own risk. TP has made all reasonable endeavours to ensure the online forums are encrypted and secure. TP does not accept any liability in the event of an online attack by a hacker/virus/ other event which may result in breach of confidential data.

Payment for the online forums must be made before the forum may be used. All forums come with a standard 2 Gigabytes of data storage, except the project management war room which comes with 3 gigabytes of storage space. More storage space can be purchased from the online forum store. TP will not be held liable for delays or losses incurred owing to a lack of storage space.

Data from the forum must be downloaded by the user within the 7 day period after the expiry date of the forum. Data will be irreversibly deleted on the 8th day. TP does not store any of the information from the online forums, except the headings or title of the room for research purposes.

expertCLASSes and Online courses

If you are hosting an expertCLASS or Online course:

It is the sole responsibility of the host to develop the content of their expertCLASS or Online course or both, and to ensure that is not in breach of any laws governing intellectual property such as plagiarism, etc. TP will not be held liable should the content of both the expertCLASS and online course be in breach of any laws relating to content use and development. The Host may not grant access to their courses to students directly, whilst the course is hosted on the African Healthcare Portal, and any such direct access shall be null and void and a violation of these Terms.

If we are put on notice that your course or content violates the law or the rights of others (for example, if it is established that it violates intellectual property or image rights of others, or is about an illegal activity), if we believe your content or behaviour is unlawful, inappropriate, or objectionable (for example if you impersonate someone else), we may remove your content from our platform. TP complies with copyright laws.

The host of the expertclass and/ or online course will incur the following fees when using the AFRICAN HEALTHCARE PORTAL:

1. Sales commission:

There are two options for the host to choose from in terms of commission structuring:

Option 1: PLUG & PLAY: The Host will choose a topic and develop all the content for the class. No assistance will be granted by the TP team. A fee of 20% will be levied on all sales after the deduction of all related transaction fees. The remaining 80% of the sales after the deduction of all transaction related fees, will be transferred to the host via electronic funds transfer. It is the responsibility of the host to ensure that their banking details are correct and that their bank account is in good standing. It is the responsibility of the host to ensure that their tax returns in relation to this income is declared and managed in accordance with the tax laws in the country in which they reside.

Option 2: LEND-A-HAND: Should the host require the assistance of TP to:

- Gain CPD accreditation for the African market, this includes South Africa and 2 other countries.
- Co-develop a marketing strategy,
- Conduct research for selection of a topic, and
- Proof read content and course outline;

A commission of 40% (instead of the aforementioned 20%) will be levied. In this instance, the 40% sales commission will be levied on all the sales, once the cost of CPD accreditation, transaction related fees and video editing fees (if applicable) have been deducted. Similarly, the remaining 60% of the sales, after all deductions, will be transferred to the host via electronic funds transfer. TP does not accept any responsibility should the banking details be incorrect or if the bank account is not in good standing. TP does not accept any responsibility for the Host's tax compliance in accordance with the tax law of the country in which they reside.

Value added tax (VAT): The VAT in South Africa is 15%. TP is currently not a VAT vendor. If your company is a VAT vendor, the percentage of VAT must be priced into the sales price of the expertCLASS. VAT will be deducted from the sales revenue and be paid directly to the host along with their sales commission. The sales commission for TP and the Host will not include VAT. Any changes to the status of TP as a VAT vendor will be communicated to the host via e-mail.

2. Video editing fees

Editing fees will be incurred if the video provided for the online course does not meet the standards for CPD accreditation and viewership quality; this includes:

- Pixels: 720 or more
- Size: 16:9
- Format: MP4
- Background view: Professional background or plain white
- Noise: No background noise should be audible.
- Voice: The Host's voice should be perfectly audible without any sudden increase or decrease in volume, without any technical flaws or interruptions.
- Any presentations conducted in the video must be clearly visible, legible and not blurred.
- Colour: All videos should be in colour.

The Host is solely liable for the cost of video editing fees if they haven chosen to be on Option 1: PLUG & PLAY commission structure.

User Agreement for Users registered on the African Healthcare Portal

1. Accounts

You need an account for most activities on our platform. Keep your password somewhere safe, because you're responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting our Support Team. You must have reached the age of consent for online services in your country to use the **African Healthcare Portal (AHP)**.

You need an account for most activities on our platform, including to purchase and enrol in a course or to submit a course for publication on the eLearning store. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account without their permission. If you contact us to request access to an account, we will not grant you such access unless you can provide us the login credential information for that account. In the event of the death of a user, the account of that user will be closed.

If you share your account login credential with someone else, you are responsible for what happens with your account and TP will not intervene in disputes between students or instructors who have shared account login credentials. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our Support Team on learning@africanhealthcareportal.com. We may request some information from you to confirm that you are indeed the owner of your account.

2. Course Enrolment and Access

When you enrol in a course, you may access it on the African Healthcare Portal only. Don't try to transfer or resell courses in any way. Courses are licensed, and not sold, to you. This license does not give you any right to resell the course in any manner (including by sharing account information with a purchaser or illegally downloading the course and sharing it on torrent sites).

In legal, more complete terms, TP grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with a particular courses or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any course unless we give you explicit permission to do so in a written agreement signed by a TP authorised representative. This also applies to content you can access via any of our APIs.

We generally give a lifetime access license to our students when they enrol in a course. However, we reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons. The lifetime access is not applicable to add-on features and services associated with a course.

3. Payments, Credits, and Refunds

When you make a payment, you agree to use the Payfast payment gateway and its associated terms and conditions. It is the student/ user's responsibility to read the terms and conditions of use of the Payfast Payment gateway. No refunds are offered on online courses. A refund for an expertCLASS may be granted if the user was unable to view the class due to technical errors on the part of TP, or in the event of a family emergency. Family in this regard refers to immediate members; Parents, Siblings, Spouse/Partner, Children and Family pets.

You agree to pay the fees for courses that you purchase, and you authorize us to charge your debit or credit card for those fees. TP works with third party payment processing partner, Payfast, to offer you the most convenient payment method and to keep your payment information secure.

When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to withhold or disable access to any course for which we have not received adequate payments.

4. Termination

We may terminate or suspend your permission to use our platform and Services or ban your account at any time, with or without notice, for any violation of these Terms, if you fail to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, or if we suspect that you engage in fraudulent or illegal activities. Upon any such termination we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.

If one of our Hosts has published a course that infringes your copyright or trademark rights, please let us know: Learning@africanhealthcareportal.com; subject heading: Violation of IP.

5. TP's Rights to Content You Post

You retain ownership of content you post to our platform, including your courses. We're allowed to share your course, expertCLASS and newsfeed content to anyone through any media, including promoting it via advertising on other websites.

The content you post as a User or Host (including courses) remains yours. By posting courses and other content, you allow TP to reuse and share it, but you do not lose any ownership rights you may have over your content.

When you post comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize TP to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit. In legal language, by submitting or posting content on or through the platforms, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content in any and all media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with TP for the syndication, broadcast, distribution, or publication of content on other

media. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.

6. Using AHP at Your Own Risk

Like other platforms where people can post content and interact, some things can go wrong, and you use the AHP at your own risk.

TP enables professionals anywhere to create and share educational courses. We are not in a position to determine the legality of course content. We do not exercise any editorial control over the content of the courses that are available on the platform and, as such, do not guarantee in any manner the reliability, validity, accuracy or truthfulness of the courses. If you enrol for a course, you rely on any information provided by the Host at your own risk.

By using the Services, you may be exposed to content that you consider offensive, indecent, or objectionable. TP has no responsibility to keep such content from you and no liability for your access or enrolment in any course, to the extent permissible under applicable law. This also applies to any courses relating to health, wellness and physical exercise. You acknowledge the inherent risks and dangers in the strenuous nature of these types of courses, and by enrolling in such courses, you choose to assume those risks voluntarily, including risk of illness, bodily injury, disability, or death. You assume full responsibility for the choices you make before, during and after your enrolment in a course.

When you interact directly with a user, you must be careful about the types of personal information that you share. We do not control what users do with the information they obtain from other users on the platform. You should not share your email or other personal information about you for your safety.

We do not hire or employ Hosts and are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of Hosts or users.

When you use our Services, you will find links to other websites that we don't own or control. We are not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies.

7. Trishula Pathway's Rights

We own the African Healthcare Portal, including the website, present or future apps and services, and things like our logos, API, code, and content created by our employees. You can't tamper with those or use them without authorization.

All right, title, and interest in and to the African Healthcare portal and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services (but excluding content provided by hosts and users) are and will remain the exclusive property of Trishula Pathways. Our platforms and services are protected by copyright, trademark, and other laws of both South Africa and foreign countries. Nothing gives you a right to use the Trishula Pathways or African Healthcare Portal name or any of the associated trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding TP or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You may not do any of the following while accessing or using the African Healthcare Portal:

- access, tamper with, or use non-public areas of the platform, TP's computer systems, or the technical delivery systems of TP's service providers.
- disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems.
- copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the AHP platform or Services.
- access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website, mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.
- in any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as TP or AHP); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

8. Miscellaneous Legal Terms

These Terms are like any other contract, and they have legal terms that protect us from the countless things that could happen and that clarify the legal relationship between us and you.

8.1 Binding Agreement

You agree that by registering, accessing or using our Services, you are agreeing to enter into a legally binding contract with TP. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services.

If you are a Host accepting these Terms and using our Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us.

If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

8.2 Disclaimers

It may happen that our platform is down, either for planned maintenance or because something goes down with the site. It may happen that one of our Hosts is making misleading statements in their course. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't work out right. In legal, more complete language, the Services and their content are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions don't allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will TP or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.

We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

8.3 Limitation of Liability

There are risks inherent into using our Services, for example, if you enrol in a health and wellness course like yoga, and you injure yourself. You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services. In legal, more complete language, to the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we've been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited the course fee. Some jurisdictions don't allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

8.4 Indemnification

If you behave in a way that gets us in legal trouble, we may exercise legal recourse against you. You agree to indemnify, defend (if we so request), and hold harmless TP, our group companies, and their officers, directors, suppliers, partners, and agents from an against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from (a) the content you post or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party. Your indemnification obligation will survive the termination of these Terms and your use of the Services.

8.5 Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa without reference to its choice or conflicts of law principles. Where the "Dispute Resolution" section below does not apply, you and we consent to the exclusive jurisdiction of the Republic of South Africa..

8.6 Legal Actions and Notices

No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to sales@trishulapathways.com).

8.7 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us. All Hosts embark on a collaborative relationship with TP but in no way does this translate into any form of equity or claim on the cash flows, assets or other form of proprietary of TP.

8.8 No Assignment

You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

9. Dispute Resolution

If there's a dispute, our Support Team is happy to help resolve the issue. If that doesn't work your options are to go to the small claims court or bring a claim in binding arbitration; you may not bring that claim in another court or participate in a non-individual class action claim against us.

Most disputes can be resolved, so before bringing a formal legal case, please first try contacting our Support Team.

10. Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and TP reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

11. How to Contact Us

The best way to get in touch with us is to contact our Support Team. We'd love to hear your questions, concerns, and feedback about our Services.

Email: learning@africanhealthcareportal / [Hello@africanhealthcareportal](mailto>Hello@africanhealthcareportal) / sales@trishulapathways.com