HEROMED TERMS AND CONDITIONS

Effective date: 20 July 2026 | Version: 1.0

Service provider: HeroMed (Pty) Ltd | Principal operating location: Johannesburg, South Africa

Company registration number: 2018/455304/07 | VAT registration number: 4610305163

These are HeroMed's current approved standard Terms and Conditions. They are designed to support reliable healthcare and professional practice workflows while clearly allocating software, clinical, operational and compliance responsibilities.

1. Who these Terms apply to

1.1 These Terms govern access to and use of the HeroMed software platform, website, online services, support services, integrations, automation tools, AI-enabled features, billing functionality, communication tools and related services (the Service).

1.2 The contracting service provider is HeroMed (Pty) Ltd (company registration number 2018/455304/07; VAT registration number 4610305163), a South African private company operating from Johannesburg, South Africa, unless an applicable signed order form expressly identifies another authorised HeroMed entity. References to HeroMed, we, us or our mean the applicable contracting entity. HeroMed may use affiliates, contractors, service providers, payment arrangements or operating entities to provide, support, bill or administer the Service without changing the applicable contracting entity's responsibilities under these Terms.

1.3 The Service is intended for healthcare practices, practitioners, businesses, organisations and professional users. It is not intended as a consumer, patient-facing or household service unless HeroMed expressly states otherwise in writing.

1.4 By registering for, accessing, logging into, paying for or using the Service, the Client accepts these Terms and any applicable order form, pricing schedule, privacy notice, consolidated PAIA information, data processing terms, support policy and product-specific terms published or made available by HeroMed.

1.5 HeroMed may record and rely on registration, login, click-wrap, checkout, payment, version history, IP address, device, email and account records as evidence of acceptance, authority, usage and agreement to these Terms.

1.6 If there is a conflict between these Terms and a signed written agreement, the signed written agreement will prevail to the extent of the conflict. Legacy or signed agreements continue to apply to the extent they have not been replaced, but these Terms apply to continued use, renewed subscriptions, new features, payment processing, AI Features, privacy, security, add-ons and usage-based items unless a signed agreement expressly says otherwise.

These Terms are issued as HeroMed's current approved standard terms. References to an "Effective Date" or "Version" refer to the document-control information shown at the beginning of this document.

2. Definitions

- Client means the practice, business, organisation or person subscribing to or using the Service.
- Authorised User means any person allowed by the Client to access the Service.
- Client Data means data, records, files, content, patient information, user information, billing data, clinical information and other information submitted to or generated through the Service by or on behalf of the Client.
- Patient Data means patient, health, clinical, appointment, billing, medical aid, claim, treatment, consent, referral and related information processed through the Service.
- Platform Data means operational, diagnostic, technical, usage, security, billing and performance data generated by the Service.
- AI Features means artificial intelligence, machine learning, automation, transcription, extraction, classification, drafting, summarisation, coding, workflow assistance or similar features made available through the Service.
- Pricing Schedule means HeroMed pricing, subscription, pay-per-use, user, support, training, integration or other fee schedules applicable to the Client.

3. Nature of the Service

3.1 HeroMed provides practice management, clinical administration, patient engagement, invoicing, reporting, communication, integration, automation and related software tools. HeroMed is committed to operating and supporting the Service responsibly, protecting Client Data in accordance with obligations applicable to HeroMed's role, and supporting reliable practice workflows within the scope of these Terms.

3.2 HeroMed is a software provider. HeroMed is not a healthcare provider, medical practitioner, medical scheme, insurer, billing adviser, tax adviser, legal adviser or professional compliance adviser.

3.3 HeroMed provides software tools for practice administration, clinical workflow support, communication, billing, documentation and related operational activities. Unless HeroMed expressly identifies a specific feature differently in applicable product terms, the Service and AI Features are not intended to operate as a regulated medical device, diagnostic tool, emergency-care system, triage system, prescribing system, real-time patient monitoring system or autonomous clinical decision system.

3.4 Suitability for a particular country, region, profession, funding model, insurer, medical scheme, billing regime, clinical-record regime, tax regime or regulatory framework depends on the Client's own circumstances, configuration, workflows and legal obligations. HeroMed does not make jurisdiction-specific approval, registration, certification or regulatory-suitability claims unless HeroMed expressly publishes or agrees those claims for the relevant feature or arrangement.

3.5 The Client remains responsible for all clinical decisions, professional judgment, patient relationships, practice compliance, billing submissions, medical scheme interactions, record retention, staff conduct, local regulatory requirements and use of the Service within the Client's jurisdiction.

3.6 HeroMed is built to support healthcare and regulated practice workflows. The Service may be used in regulated environments where the Client's subscription, configuration, permissions, workflows, consents, notices and applicable product or data-processing terms are appropriate for the intended use. HeroMed may make standard product-specific, data-processing, security or jurisdiction-specific terms available for certain regions, client categories, data types or features. The Client remains responsible for ensuring that its own use of the Service, patient notices, consents, workflows and local compliance obligations are appropriate for its practice and jurisdiction.

3.7 AI, clinical-safety, automated-decision, medical-device and procurement frameworks vary by jurisdiction and by use case. HeroMed does not make feature-specific or jurisdiction-specific certification claims for the Service or AI Features unless HeroMed expressly publishes or agrees those claims for the relevant feature or arrangement.

4. Global use and South African governing base

4.1 HeroMed is a global-facing software platform and may serve clients in South Africa and other jurisdictions, but availability, features, integrations, payment methods, language, support, data locations and regulatory suitability may vary by region.

4.2 HeroMed remains responsible for compliance obligations applicable to HeroMed in its role as software provider, operator/processor, responsible party/controller for its own business data, billing administrator and service operator.

4.3 The Client remains responsible for legal, professional, clinical, billing, patient-consent, privacy, record-retention, tax and regulatory obligations applicable to the Client, its users, patients, practice and jurisdiction.

4.4 The Client must not use the Service in a country, sector, transaction or manner that is prohibited by sanctions, export-control rules, anti-bribery laws, anti-money-laundering rules, healthcare fraud rules, provider restrictions, payment processor rules or applicable law.

4.5 Unless a separate written agreement states otherwise, these Terms are governed by the laws of South Africa. Legal action relating to these Terms or the Service must be brought in South Africa unless applicable law requires otherwise.

5. Client responsibilities

- ensure Authorised Users are trained, competent and lawfully permitted to use the Service;
- maintain accurate patient, billing, medical aid, referral, clinical and practice information;
- obtain patient, staff, practitioner and third-party consents or authorisations where required;
- validate all invoices, claims, codes, tariffs, communications, clinical notes, reports and AI outputs before reliance or submission;
- configure workflows, permissions, templates, automations, prompts, integrations and approval processes responsibly;
- maintain its own professional indemnity, cyber, business-continuity and other insurance appropriate to its practice;
- protect login credentials and prevent shared, unauthorised or insecure access;
- maintain contingency procedures for outages, urgent care, record access, claims, billing and communications;
- comply with healthcare, privacy, billing, tax, consumer, professional and record-retention obligations applicable to its practice.

6. Acceptable use

6.1 The Client must not use the Service unlawfully, abusively, deceptively, insecurely or in a way that may harm HeroMed, other clients, patients, third parties or the Service.

6.2 The Client must not reverse engineer, scrape, overload, attack, bypass security, share credentials, introduce malicious code, use the Service for spam or unlawful communications, or access data it is not authorised to access.

6.3 HeroMed may suspend or restrict support or communication channels where Client personnel are abusive, threatening, harassing, unreasonable, repeatedly disruptive or submit excessive, bad-faith or non-service-related requests.

7. Accounts, users and authority

7.1 Each Authorised User must have their own login credentials. Shared logins are not permitted unless HeroMed expressly allows a specific role-based access method.

7.2 HeroMed may audit user counts and usage. If usage exceeds the Client's subscription or authorised scope, HeroMed may back-bill, require plan correction, suspend access or terminate access.

7.3 HeroMed may treat the account owner, billing contact, nominated administrator, verified authorised representative or person using verified administrator credentials as authorised to give instructions, approve changes, manage users, accept terms, purchase add-ons, request exports or deal with billing unless HeroMed has reason to doubt that authority.

7.4 The Client must notify HeroMed promptly through official channels of unauthorised access, credential compromise, ownership disputes, staff departures, administrator changes, suspected fraud or authority disputes.

8. Third-party services and integrations

8.1 The Service may depend on third-party providers, including hosting, cloud infrastructure, AI, transcription, email, SMS, WhatsApp, payment, support, analytics, medical scheme, EDI, tariff, accounting and other integration providers.

8.2 HeroMed uses reasonable care in selecting and managing material providers used to operate the Service. Third-party services remain subject to their own systems, rules, availability, processing locations, security arrangements and change processes. To the maximum extent permitted by law, HeroMed is not responsible for failures, delays, policy changes, outages, rejections, incorrect data, downtime, charges, restrictions or provider conduct outside HeroMed's reasonable control.

8.3 The Client remains responsible for verifying information received from or sent to third-party services, including medical scheme, tariff, claim, billing, accounting and communication integrations.

8.4 HeroMed may change, add, replace, suspend or remove third-party providers and integrations where reasonably required for security, cost, availability, performance, provider rules, technical or legal reasons, or product direction. HeroMed will seek to manage material changes in a manner consistent with the continued operation of the Service, but is not required to maintain any specific provider or integration unless expressly agreed in a signed written agreement.

9. Fees, billing, subscriptions and credits

9.1 The Client must pay all subscription, user, add-on, usage, credit, token, integration, training, support, migration, export and other fees set out in the applicable Pricing Schedule, order form, invoice, checkout page, subscription plan or published HeroMed pricing.

9.2 HeroMed may offer base subscription tiers that provide access to core platform functionality. Tier names, inclusions, limits, user ranges, pricing, features, support levels and eligibility rules may change from time to time.

9.3 HeroMed may offer optional add-ons, modules, components, integrations, automation features, AI features, communication tools, billing tools, marketing tools or other products. Add-ons may be billed separately, included in certain tiers, usage-based, credit-based, limited, discontinued, replaced or changed from time to time.

9.4 Certain actions, features or services may consume credits, tokens, units, usage allowances or similar usage-based balances. HeroMed may determine and update how credits are allocated, consumed, measured, rounded, priced, limited or reset.

9.5 A subscription may include a monthly allocation of credits, tokens or usage allowance. Unless HeroMed states otherwise in writing, included monthly credits expire at the end of the relevant billing month, do not roll over, have no cash value, are not refundable, are not partially refundable, cannot be exchanged for money, cannot be transferred between accounts or clients, and are forfeited if not used within the applicable billing month.

9.6 The Client may be able to purchase additional top-up credits or token bundles. Unless HeroMed states otherwise in writing, purchased top-up credits expire 12 months after purchase, are consumed according to HeroMed's usage rules, have no cash value, are not refundable, are not partially refundable, cannot be exchanged for money, and are forfeited on expiry, except where applicable law requires otherwise.

9.7 HeroMed may offer discounted, scaled, promotional or bundled credit pricing. Discount structures, expiry rules, usage rules and included allowances may differ by plan, client, region, currency, product, promotion, contract or billing arrangement.

9.8 Unused credits, expired credits, promotional credits, trial credits and included credits are forfeited when they expire or when the subscription is cancelled, suspended, downgraded, terminated or not renewed, unless HeroMed agrees otherwise in writing. If a Client cancels and later re-subscribes, HeroMed may, entirely at its discretion, restore access to unused purchased top-up credits that have not yet expired, but HeroMed is not obliged to do so and no refund, credit note, cash value or extension is due.

9.9 Credits and usage allowances are a billing and access mechanism only. They do not create a stored-value account, deposit, financial product, trust account, currency, gift card or obligation to provide services beyond the applicable subscription, feature availability and these Terms.

9.10 HeroMed may invoice, bill, debit, charge or collect payment through approved payment processors, online billing systems, debit order providers, card processors, bank transfer, invoices or other authorised payment channels. Payment through an authorised HeroMed channel satisfies the Client's payment obligation to HeroMed.

9.11 Payment processors may manage checkout, card details, recurring billing, failed payments, refunds, disputes, chargebacks, currency conversion, fraud controls and settlement. HeroMed is not responsible for processor delays, declines, holds, reserves, fees, currency losses, chargebacks, card-network rules or restrictions outside HeroMed's reasonable control.

9.12 Prices may exclude VAT, GST, sales tax, withholding tax, bank charges, payment processor fees, currency conversion costs and other taxes or charges unless expressly stated otherwise. The Client is responsible for applicable taxes, duties, levies, withholding amounts and payment charges arising from its subscription or use of the Service.

10. Subscription changes, cancellation and refunds

10.1 HeroMed may update pricing, packages, pay-per-use fees, inclusions, limits, credit rules and billing rules by notice, publication in the Service, checkout update, invoice, website publication or other reasonable method.

10.2 Material adverse changes to recurring subscription fees will apply from the next renewal or after reasonable notice where reasonably practical. The Client's remedy for not accepting a prospective change is to cancel before the next billing period, unless applicable law requires otherwise.

10.3 Subscriptions are generally month-to-month unless a separate written agreement states otherwise. Cancellation stops future renewal billing only. The Client will generally retain access until the end of the then-current paid billing period unless access is suspended or terminated for non-payment, breach, security risk, unlawful use or operational reasons.

10.4 All fees, subscriptions, top-up credits, add-ons, setup fees, support fees, usage charges and other paid amounts are non-refundable and not partially refundable to the maximum extent permitted by law. No refund, pro-rata refund, credit note, cash value, extension, set-off or chargeback right arises because the Client did not use the Service, used fewer credits than expected, cancelled early, downgraded, changed staff, changed practice structure, lost access to a feature, experienced downtime, experienced a support issue, or disagrees with an output, integration or third-party response.

10.5 Service credits, goodwill credits, extensions, discounts or discretionary accommodations do not create a refund right, future entitlement or waiver of HeroMed's rights.

11. Suspension and termination

11.1 HeroMed may suspend or restrict access for non-payment, failed payment, payment reversal, security risk, unlawful use, breach of these Terms, unauthorised access, suspected fraud, abusive conduct, excessive resource use, provider restriction, legal risk or operational risk.

11.2 Failed or disputed payment may result in immediate restriction, suspension, loss of functionality, failed automation, failed messaging, failed AI actions, failed exports or failed integrations. HeroMed may provide prompts or notices to update payment details but does not guarantee any grace period, warning, timing or communication.

11.3 Termination does not affect amounts already due, pay-per-use charges incurred, recovery costs, confidentiality, data processing provisions, liability limits, indemnities or provisions intended to survive termination.

11.4 The Client must not withhold, set off, reverse, charge back or delay valid amounts due because of a support issue, feature request, billing query, data export request, third-party outage, claim rejection, tariff dispute, AI output, integration issue or alleged loss, unless a court or applicable law requires otherwise.

11.5 HeroMed may refuse, delay or condition data exports, reactivation, migration assistance, support, add-ons or discretionary services where amounts remain unpaid, payment details are invalid, identity or authority is not verified, or there is a security, legal, fraud or operational risk.

11.6 Where legally required, HeroMed may provide limited export or read-only access after suspension or termination, subject to identity and authority verification, security controls, technical feasibility, unpaid fees, export fees and reasonable procedures. Such access does not restore the subscription or allow operational use of the Service.

12. Data export, retention and deletion

12.1 HeroMed may make standard data-export functionality or reasonable export assistance available in accordance with the Client's subscription, the capabilities of the Service and applicable law. The Client should review and use available export functionality throughout the subscription and remains responsible for exporting or requesting export of Client Data before termination, suspension expiry or account closure.

12.2 HeroMed may provide reasonable standard export assistance. Additional, repeated, complex, urgent or customised exports, migration work or technical assistance may be limited, scheduled or charged at HeroMed's then-current rates.

12.3 Exports may be provided in formats reasonably determined by HeroMed and may not preserve all layouts, templates, linked files, metadata, logs, audit trails, third-party data, integration states, internal IDs, historical formatting or functionality exactly as displayed in the live Service.

12.4 After termination, HeroMed may retain Client Data for a limited transition period and may then delete, archive or anonymise production data, subject to backups, legal retention, accounting, dispute, security, fraud-prevention, audit and operational requirements.

12.5 Backups are maintained for disaster recovery and operational resilience and are not a substitute for the Client's own legal record-keeping obligations.

12.6 HeroMed does not promise immediate or absolute deletion from all backups, logs, archives or third-party systems where retention is technically, legally or operationally required.

13. Medical records and clinical responsibility

13.1 The Client remains responsible for the content, accuracy, retention, amendment, deletion, export and lawful use of medical and clinical records.

13.2 HeroMed does not validate clinical accuracy, professional appropriateness, patient consent, medical necessity, diagnosis, treatment, codes, tariffs, claims or communications unless expressly stated in a separate written agreement.

13.3 The Service is not designed for emergency care, urgent clinical intervention, life-critical decision-making, real-time monitoring, guaranteed communications or sole record storage. The Client must maintain appropriate contingency processes outside HeroMed.

13.4 SMS, WhatsApp, email, voice, forms and other communication channels may be useful workflow tools, but delivery, receipt, timing, filtering, security, patient response and legal effect can depend on third-party networks, devices, settings and user behaviour. The Client remains responsible for choosing appropriate communication channels, obtaining required consents, and using separate urgent-care or regulated-communication procedures where needed.

14. Medical scheme, tariff, communication and EDI limitations

14.1 HeroMed may facilitate medical scheme, tariff, EDI, eligibility, verification, claim, remittance, messaging, email, SMS, WhatsApp, voice, form and related integrations. These depend on third-party schemes, providers, networks, gateways, switching services, published rules and data sources.

14.2 HeroMed is not liable for claim rejections, short payments, outdated tariffs, incorrect scheme data, payments made to patients, scheme rule changes, provider delays, third-party failures, delayed or failed reversals, billing decisions made by the Client, or communications that are delayed, blocked, filtered, misdirected, unread, incorrectly configured or not legally effective.

14.3 The Client must verify all tariffs, codes, claims, invoices, scheme responses, remittances, messages, forms, templates, recipients and communications before reliance, submission or follow-up.

14. Medical scheme, tariff, communication and EDI limitations (continued)

14.4 Where the Client elects, requests or instructs that electronic remittance advices, remittance data or related payment and adjudication information be received through the Service, the Client authorises HeroMed to receive, process, transmit, store, route, display and make that information available to the Client as reasonably required to provide the relevant integration and reconciliation functionality. This authorisation includes the use of third-party schemes, administrators, switching services, integration providers and other authorised intermediaries necessary to deliver the Service.

14.5 The Client confirms that it is duly authorised to give any instruction required to establish, change or maintain the delivery of electronic remittance advices and related financial information for the Client's practice. The Client is responsible for obtaining and maintaining all provider, practice, patient, staff, scheme, administrator and third-party consents, mandates or authorisations required for that instruction.

14.6 The Client acknowledges that appointing HeroMed, or a delivery channel used by HeroMed, to receive electronic remittance advices may redirect future electronic remittance advices away from a previous software vendor, trading partner, portal, delivery channel or other recipient. As a result, delivery to a previous recipient or in a previous format may stop from the effective date determined by the relevant scheme, administrator or integration provider. The Client is responsible for ensuring that any change of trading partner or delivery instruction reflects the Client's intended arrangement.

14.7 HeroMed may assist with submitting, recording or implementing an electronic remittance advice routing instruction, but HeroMed does not control when a medical scheme, administrator, switching service or other third party accepts, activates, changes, suspends or terminates that instruction. HeroMed does not warrant that a routing change will take effect immediately or on any particular date, and the Client remains responsible for confirming that the intended delivery arrangement is operating correctly.

14.8 Electronic remittance advices and related financial information originate from and depend on third parties. To the maximum extent permitted by law, HeroMed is not responsible for a third party's failure or delay in generating, transmitting, routing or making available an electronic remittance advice, or for duplicate, missing, incomplete, inaccurate, corrupted, delayed, misdirected or inconsistent remittance information outside HeroMed's reasonable control.

14.9 Receipt, import, display, matching, categorisation or reconciliation of an electronic remittance advice in the Service does not by itself constitute confirmation that a claim, payment, patient liability, scheme liability, tariff, adjustment, rejection, shortfall or other financial item is correct or finally settled. The Client must review and verify electronic remittance advice information against its claims, invoices, patient accounts, bank receipts, scheme records and other relevant information before reliance, posting, follow-up or further action.

14.10 Where the Service allows remittance information to be matched, allocated, reconciled or posted to financial records, the Client remains responsible for reviewing and approving the relevant matches, allocations, liability changes, write-offs, adjustments and exceptions. HeroMed may provide automated or suggested matching and reconciliation assistance, but such assistance does not replace the Client's accounting, billing or professional judgment.

14.11 If the Client later changes, withdraws or replaces an electronic remittance advice delivery instruction, the Client remains responsible for ensuring that the relevant scheme, administrator or other third party has received and implemented the new instruction. HeroMed is not responsible for continued delivery to, or cessation of delivery from, a previous recipient where the relevant third party has not yet processed the Client's instruction.

15. Beta, trial and experimental features

15.1 Beta, trial, preview, experimental, newly released or early-access features may be incomplete, unreliable, unsupported, region-limited, usage-limited, changed, withdrawn or discontinued at any time. They are provided for evaluation or limited use only and should not be relied on for critical operations unless HeroMed expressly states otherwise in applicable product terms.

16. Intellectual property

16.1 HeroMed owns all rights in the Service, software, platform, workflows, designs, templates, documentation, automations, AI configuration, product logic, know-how, branding and underlying technology.

16.2 The Client owns Client Data. The Client grants HeroMed a limited licence to host, process, transmit, store, back up, analyse and use Client Data as required to provide, secure, support, improve and administer the Service and comply with law.

16.3 The Client must not copy, reproduce, modify, create derivative works from, benchmark, resell, white-label, sublicense or commercially exploit the Service except as expressly allowed by HeroMed.

17. Confidentiality

17.1 Each party must protect confidential information received from the other party and use it only for purposes related to the Service, except where disclosure is required by law, regulator, court, professional adviser, insurer, auditor, payment processor, provider or dispute process.

18. Availability and no warranties

18.1 HeroMed recognises that Clients use the Service as part of important practice workflows and uses reasonable efforts to maintain high availability, operational reliability and continuity appropriate to the nature and scale of the Service.

18.2 Except to the extent expressly stated in a separate signed agreement or required by applicable law, the Service is provided on an as-is and as-available basis. Availability and reliability objectives are operational aims rather than guaranteed service levels, warranties, refund triggers, damages triggers or credit entitlements. HeroMed does not warrant that the Service will be uninterrupted, error-free, immune from cyber incidents, compatible with all systems or suitable for every practice, jurisdiction or use case.

18.3 The Service may be slow, restricted, interrupted or unavailable during backups, maintenance, upgrades, migrations, security work, emergency fixes, provider incidents, infrastructure issues or other operational events. Planned or operational work may or may not be notified in advance, and HeroMed cannot guarantee the timing, duration, availability, receipt or accuracy of any maintenance, backup, downtime or service-status communication. HeroMed will endeavour to provide notice where reasonably practical, but failure to provide notice does not create a refund, credit, damages claim, service-level claim or right to withhold payment.

19. Limitation of liability

19.1 To the maximum extent permitted by law, HeroMed is not liable for indirect, incidental, special, punitive or consequential loss, loss of profits, revenue, goodwill, business, opportunity, data, records, claims, patients, reputation or anticipated savings.

19.2 To the maximum extent permitted by law, HeroMed's total aggregate liability arising from or related to the Service is limited to the fees paid by the Client to HeroMed for the affected Service in the six months immediately preceding the event giving rise to the claim.

19.3 Nothing in these Terms excludes liability that cannot legally be excluded, including liability for fraud, wilful misconduct or any non-excludable statutory obligation.

19.4 To the maximum extent permitted by law, HeroMed is not liable for losses caused by the Client's failure to review outputs, maintain records, secure devices or accounts, obtain consents, validate billing or clinical information, configure the Service correctly, maintain backups or insurance, or comply with applicable professional, healthcare, privacy, tax or billing obligations.

19.5 Any remedy offered by HeroMed for downtime, service interruption, billing error, credit allocation issue or support issue is limited to the remedy expressly offered by HeroMed in writing or required by law. No service issue creates a right to a refund, damages, set-off or termination without payment unless these Terms or applicable law expressly provide that right.

20. Indemnity

20.1 The Client indemnifies HeroMed against claims, losses, costs, damages, penalties and expenses arising from the Client's unlawful use, inaccurate data, missing consent, professional breach, clinical decision, billing submission, patient dispute, staff misuse, credential sharing, third-party instruction, unreviewed AI output, incorrect configuration, unauthorised instruction, chargeback, tax issue, local-law issue or breach of these Terms.

21. Changes to Service and Terms

21.1 HeroMed may modify, improve, replace, suspend, restrict or discontinue features, integrations, providers, AI models, billing methods, packages or technical infrastructure from time to time.

21.2 HeroMed may update these Terms by publishing revised terms or notifying Clients. Continued use after the effective date constitutes acceptance. If a Client does not accept updated Terms, the Client must stop using the Service and terminate according to its contract.

21.3 Sales discussions, demonstrations, roadmap comments, estimated release dates, feature descriptions, support discussions, implementation discussions and marketing material are not binding commitments unless expressly included in a signed written agreement, order form or published service term that applies to the Client.

22. Data Processing / Operator Terms

22.1 For Patient Data and practice records submitted by the Client, the Client is generally the responsible party/controller and HeroMed acts as operator/processor on the Client's instructions. For HeroMed account, billing, website, support, security, marketing, platform administration and business operations data, HeroMed may act as responsible party/controller.

22.2 HeroMed will process Client Data to provide, secure, maintain, support, improve, bill and administer the Service; comply with law; prevent fraud or abuse; troubleshoot issues; and exercise legal rights.

22.3 The Client instructs HeroMed to process Client Data as reasonably required for the Service and confirms that it has all rights, consents, notices and lawful bases required for Client Data submitted to the Service.

22.4 HeroMed may use reputable sub-processors and third-party providers to provide hosting, infrastructure, communications, payment, AI, transcription, analytics, support, backup, security, integration and operational services. HeroMed may add, replace or change providers as reasonably required to operate, support, secure or improve the Service. HeroMed may provide reasonable information about material providers where legally required or reasonably necessary. Unless applicable law or a signed agreement requires otherwise, ordinary provider changes do not require individual Client approval, and HeroMed is not required to publish a live supplier register or disclose security-sensitive, confidential or commercially restricted information.

22.5 HeroMed will take reasonable steps to impose appropriate confidentiality, privacy and security obligations on material sub-processors, taking into account the nature of the Service, the provider, the data involved and the purpose of the processing.

22.6 HeroMed maintains risk-based technical and organisational safeguards designed to protect Client Data and support the secure operation of the Service. Security controls, provider arrangements and technical practices may evolve as technology, risk, law and operational requirements change. References to particular safeguards, providers or practices are descriptive and do not create a fixed security specification, warranty, certification commitment, audit commitment or obligation to maintain any particular tool, provider, architecture or control unless expressly included in applicable product or security terms.

22.7 HeroMed may provide reasonable assistance with data-subject requests, security incidents, transfer questions or compliance queries where legally required and technically feasible. Additional, bespoke, repeated, urgent or client-specific assistance may be charged at HeroMed's then-current rates and is subject to verification, security and available information.

22.8 HeroMed provides the Service and standard support as a software provider. Bespoke legal advice, regulatory submissions, patient notifications, on-site audits, penetration tests, custom security questionnaires, evidence packs, operational reports, local representatives, data residency, local hosting or jurisdiction-specific compliance programmes are outside the standard Service unless required by applicable law or expressly agreed by HeroMed.

22.9 Client Data may be hosted, stored, accessed, supported, backed up or processed in South Africa, Australia, the United States, the United Kingdom, the EEA or other countries where HeroMed or its providers operate. Where legally required, cross-border processing may be supported by appropriate contractual safeguards, data processing terms, standard contractual clauses, UK transfer mechanisms, adequacy decisions, consent, necessity or other lawful transfer mechanisms.

22.10 If a Client's circumstances require additional data-processing or transfer terms, HeroMed may offer, require or incorporate HeroMed's standard data-processing addendum, standard contractual clauses, UK transfer addendum or other suitable transfer terms. HeroMed may decline Client-drafted terms that materially expand HeroMed's obligations, increase risk, require bespoke operational controls, impose fixed timelines, require local representatives or data residency, or conflict with these Terms.

22.11 If HeroMed becomes aware of a confirmed security compromise materially affecting Client Data, HeroMed will use reasonable efforts to assess the issue, reduce further risk where reasonably possible, preserve relevant information where practical, and communicate with affected Clients through appropriate channels where required by applicable law or reasonably necessary in the circumstances. Information may be provided progressively and updated as the investigation develops. Where the Client is the responsible party/controller, the Client remains responsible for patient, regulator or third-party notifications unless applicable law requires HeroMed to notify directly.

23. AI and Automation Terms

23.1 HeroMed's AI Features are designed to assist authorised users with transcription, documentation, extraction, summarisation, coding support, communication drafting and workflow administration while preserving appropriate human review and professional judgment. AI Features remain assistive tools only and may be inaccurate, incomplete, outdated, biased, inappropriate, mis-transcribed, misclassified or unsuitable for a particular patient, claim, note, communication or workflow.

23.2 The Client and its authorised practitioners must review, verify and approve all AI outputs before reliance, filing, submission, billing, communication, diagnosis, treatment, prescribing, coding or clinical use.

23.3 AI Features must not be used as the sole basis for diagnosis, treatment, prescribing, triage, emergency care, legal compliance, claims submission, patient eligibility, employment decisions or decisions that materially affect a person without appropriate human review.

23.4 HeroMed does not provide medical advice, diagnosis, treatment, prescribing advice, legal advice, billing advice or professional judgment through AI Features.

23.5 HeroMed will not knowingly submit identifiable Patient Data or Client confidential information to consumer AI tools that use prompts, inputs or outputs to train public or general-purpose models, unless expressly authorised by the Client. HeroMed may use business, enterprise, API-based or cloud AI services and may use anonymised, aggregated or de-identified data for analytics, security, product improvement and service performance where the data is not reasonably capable of identifying a patient, Client or practice.

23.6 HeroMed may log prompts, transcripts, inputs, outputs, approvals, edits, usage and related Platform Data for support, security, billing, quality, audit, dispute and product-improvement purposes.

24. Support and implementation

24.1 HeroMed provides standard support through the channels, documentation and methods made available for the applicable subscription or product and uses reasonable efforts to investigate supported service issues. Unless expressly included in an applicable support plan or product term, HeroMed does not guarantee response times, resolution times, live support, after-hours support, custom development, training availability or successful resolution of issues caused by third parties, Client devices, Client networks, unsupported browsers, local systems, user error, incorrect configuration or unsupported workflows.

24.2 Setup, import, onboarding, migration, configuration and implementation assistance does not transfer responsibility for accuracy, completeness, compliance or validation of data, templates, users, settings, billing rules, tariffs, workflows or permissions to HeroMed.

25. Disputes and individual claims

25.1 The parties must first attempt to resolve disputes through good-faith engagement. If unresolved, either party may refer the dispute to mediation or appropriate proceedings in South Africa, unless urgent relief is required.

25.2 To the maximum extent permitted by law, claims must be brought individually and not as a class, representative, collective or consolidated action unless applicable law does not permit this restriction.

25.3 No delay, indulgence, partial enforcement or failure to enforce a right by HeroMed is a waiver of that right. Any waiver must be in writing and applies only to the specific instance stated.

26. Notices and contact

26.1 HeroMed will maintain current official contact channels on its website or within the Service. Legal, privacy, POPIA, PAIA, billing, support and access requests must be submitted through the applicable official channel. The

HeroMed Information Officer and authorised privacy/PAIA contacts are available through those channels. HeroMed may require identity, authority or account verification before actioning a request.

26.2 Individual staff, founder, director, contractor or personal contact details should not be used for formal notices or PAIA/privacy requests unless HeroMed has expressly published or confirmed those details for that purpose.

26.3 HeroMed may give notices by email, in-Service message, invoice, checkout page, website publication, support message or other reasonable channel. Notices sent to the Client's registered email address, billing contact, administrator account or in-Service account are treated as received when sent or published, unless applicable law requires otherwise.

27. General

27.1 The Client may not assign, transfer or sublicense rights under these Terms without HeroMed's written consent. HeroMed may assign or transfer these Terms, the Service, billing arrangements, accounts receivable or business operations as part of a restructure, sale, merger, financing, group arrangement or operational change.

27.2 HeroMed is not liable for delay or failure to perform caused by events beyond its reasonable control, including provider failure, network failure, cyber incident, power failure, labour disruption, legal restriction, payment processor restriction, government action, disaster, war, civil unrest, pandemic, supply-chain issue or infrastructure incident.

27.3 If a provision is invalid or unenforceable, it must be read down or severed to the extent required, and the rest of these Terms remain effective.

27.4 These Terms are HeroMed's current approved standard terms from the Effective Date and replace prior website versions to the extent applicable. These Terms, together with applicable order forms, Pricing Schedules, Privacy Notices, data-processing terms and product-specific terms, form the agreement between the parties for the Service. If a signed written agreement expressly conflicts with these standard Terms, the signed written agreement prevails to the extent of that conflict. Except where applicable law requires otherwise, these Terms do not create rights for patients, staff, insurers, medical schemes, referral sources, third-party providers or other third parties to claim directly against HeroMed.