BIOWELL

Terms and conditions document

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BIOWELL TERMS AND CONDITIONS

1. Version control

Effective date: 03-03-2026
Last updated: 03-03-2026

These terms and conditions take effect on the effective date recorded above and remain in force until amended or replaced.

BioWell reserves the right to update or revise these terms and conditions from time to time in order to reflect changes in law, regulatory requirements, clinical practice standards, operational procedures, or platform functionality.

Previous versions may be retained for record-keeping and audit purposes.

Important: *Access to the BioWell platform and participation in the programme is conditional upon electronic acceptance of this document on the platform.*

2. The BioWell programme

BioWell provides a structured medical programme focused on metabolic regulation, weight management, and related health optimisation under the oversight of licensed healthcare practitioners.

The programme is delivered through a secure digital platform that facilitates medical consultations, clinical monitoring, prescription management, payment, collection agency and structured follow-up within a formal medical practice framework.

Participation in the programme requires engagement with qualified healthcare practitioners, disclosure of accurate medical information, adherence to prescribed treatment plans, and compliance with the terms set out in this agreement.

The BioWell programme is not a retail service, a product purchase arrangement, or a pharmaceutical sales platform. It is a regulated medical service designed to support structured, doctor-led metabolic care that may include pharmaceutical intervention, subject to the treating doctor’s discretion.

Before registering or proceeding with consultation, users are required to read these terms and conditions carefully to understand the nature of the services offered, the responsibilities of the parties involved, and the legal framework governing participation in the programme.

3. Legal status of this agreement

These terms and conditions constitute a legally binding agreement between the user and BioWell – the entity operating the BioWell platform and providing structured metabolic management programmes and relevant medical support.

By registering on the BioWell platform, providing electronic consent, scheduling a consultation, or participating in any component of the BioWell programme, the user enters into a binding contractual relationship governed by this agreement and by applicable South African law.

This agreement regulates the rights and obligations of the parties in relation to participation in the BioWell programme, use of the digital platform, payment of fees, and compliance with medical, legal, and regulatory requirements.

Where medical services are delivered by registered healthcare practitioners, those services are further governed by applicable professional rules, ethical standards, and statutory obligations. Nothing in this agreement limits or replaces the independent clinical responsibilities of such practitioners.

If a user does not agree to these terms and conditions, the user may not register for or participate in the BioWell programme.

4. Confirmation of acceptance and eligibility

Acceptance of these terms and conditions occurs when a user registers on the BioWell platform, provides electronic consent, books or attends a consultation, makes payment for services, or continues to use the platform after being presented with these terms.

By completing registration or proceeding with participation in the BioWell programme, the user confirms that they have read, understood, and agreed to be bound by this agreement.

The BioWell programme is available only to persons who are 18 years of age or older and who are legally capable of consenting to medical treatment under the laws of the Republic of South Africa.

By accepting these terms, the user warrants that they meet these eligibility requirements.

Continued access to or use of the BioWell platform after any amendment to these terms constitutes ongoing acceptance of the terms in force at that time.

Where a user does not meet the eligibility requirements or does not agree to these terms, the user cannot register for or participate in the BioWell programme.

5. Definitions and interpretation

For purposes of these terms and conditions, the following terms bear the meanings assigned to them below, unless the context indicates otherwise:

- “BioWell” means the entity operating the BioWell platform and providing structured metabolic management programme, practice management solutions, fee collection agent and support in accordance with applicable South African law.

- “Programme” means the structured metabolic and weight management services facilitated through the BioWell platform, including consultation, doctor-led assessment, personalised nutrition guidance, exercise planning, lifestyle modification, ongoing medical supervision, and prescription management where clinically indicated.

- “Platform” means the BioWell website and secure digital interface through which consultations, communication, administration, and related services are conducted.

- “User” means any person who registers on, accesses, or uses the BioWell platform.

- “Patient” means a user who receives or seeks to receive medical services through the BioWell programme.

- “Practitioner” means a healthcare professional registered with the Health Professions Council of South Africa or another applicable statutory council who provides medical services through the BioWell programme.

- “Pharmacy” means a compounding pharmacy licensed in terms of South African law that dispenses or compounds medication pursuant to a valid prescription issued by a registered practitioner.

- “Prescription” means a lawful medical prescription issued by a registered practitioner in accordance with applicable legislation and professional standards.

- “Prescription based metabolic therapy medicines” means treatment involving glucagon-like peptide-1 receptor agonists or related metabolic agents, where prescribed at the clinical discretion of a practitioner.

Unless otherwise indicated:

- Words importing the singular include the plural and vice versa.
- References to legislation include that legislation as amended, re-enacted, or replaced from time to time.
- Headings are included for convenience and do not affect interpretation.

Where a term is not defined in these terms and conditions but is defined in applicable legislation, that term bears the meaning assigned to it in the relevant legislation.

6. Digital health facilitation platform

BioWell operates a secure digital health platform designed to facilitate structured metabolic and weight management programmes delivered within a regulated medical framework.

The platform enables users to engage with registered healthcare practitioners for medical assessment, personalised nutrition and exercise planning, lifestyle guidance, clinical monitoring, and prescription management where clinically indicated.

BioWell provides the technological infrastructure through which consultations, communication, documentation, scheduling, payment and collection agency and administrative coordination are conducted. BioWell does not replace the clinical role of the practitioner and does not itself provide medical diagnoses independent of practitioner oversight.

The platform functions as a facilitation and practice management environment that supports the delivery of doctor-led care. All clinical decisions, including the initiation, continuation, modification, or discontinuation of treatment, remain within the independent professional judgement of the registered practitioner.

7. Independent healthcare practitioners

Medical services made available through the BioWell programme are provided by healthcare practitioners who are independently registered with the Health Professions Council of South Africa (HPCSA) or another applicable statutory council.

Each practitioner is responsible for their own clinical judgement, professional conduct, and compliance with applicable laws, ethical rules, and regulatory standards. Clinical assessments, diagnoses, treatment decisions, prescribing determinations, and decisions to initiate, modify, or discontinue treatment are made solely by the practitioner based on the information provided by the patient and the practitioner’s professional evaluation.

Participation in the programme does not create an entitlement to a particular medication, dosage, or clinical approach. No user may require a practitioner to prescribe medication or adopt a specific treatment plan. Where a practitioner determines that treatment is not clinically appropriate, the practitioner may decline to prescribe or may discontinue participation in the programme.

BioWell facilitates access to practitioners through its digital platform but does not interfere with, direct, or control clinical decision-making. The existence of the BioWell platform does not create an employment relationship between BioWell and any practitioner unless expressly stated in writing.

All medical care provided through the BioWell programme is delivered within the scope of the practitioner’s professional registration and competence.

Healthcare practitioners consulting through the BioWell platform are compensated on a fixed consultation-fee basis.

8. Regulatory compliance and professional oversight

Practitioners remain subject to the ethical rules, scope of practice limitations, and professional standards imposed by their respective regulatory bodies. Clinical conduct, prescribing practices, record-keeping, and patient management are governed by applicable legislation and professional guidelines.

BioWell operates within the framework of South African healthcare regulation. The structure of the programme, the facilitation of telehealth consultations, and the coordination of prescription services are designed to comply with statutory and professional requirements.

Nothing in these terms alters the independent professional accountability of the practitioner to the relevant regulatory authority.

9. Prescribing compliance

Where scheduled medicines are prescribed, such prescribing complies with the Medicines and Related Substances Act 101 of 1965, applicable regulations issued under that Act, and any guidance issued by the South African Health Products Regulatory Authority (SAHPRA).

Prescribing decisions are further subject to the ethical rules of the Health Professions Council of South Africa (HPCSA) and to any applicable telehealth guidance governing remote consultations.

No medication is supplied without a valid prescription issued by a registered practitioner. BioWell does not issue prescriptions and does not authorise the dispensing of medication in the absence of lawful clinical approval.

10. Medication manufacture and compounding

BioWell does not manufacture, compound, or dispense medicines.

Where a practitioner prescribes compounded medication as part of a patient's treatment plan, such medication is prepared by licensed compounding pharmacies in accordance with a valid prescription and within the scope of South African pharmacy regulation.

BioWell facilitates access to a formulation protocol used within its structured metabolic management programme. This formulation is prepared by a select group of licensed compounding pharmacies that are familiar with the specific prescribing parameters and compounding standards applied within the BioWell programme.

Compounded medication is prepared in accordance with the prescription issued for an individual patient.

Each pharmacy remains independently responsible for the preparation, quality control, lawful dispensing, and regulatory compliance associated with any medication supplied pursuant to a prescription.

A patient is not obligated to obtain medication through any particular pharmacy. Once a lawful prescription has been issued, the patient may present that prescription to a pharmacy of their choice.

BioWell does not control or regulate how an external pharmacy interprets, compounds, prices, or dispenses medication pursuant to a prescription. BioWell cannot guarantee that a pharmacy outside its affiliated compounding network will prepare the same formulation in the same manner or within the same cost structure.

BioWell does not operate as a pharmacy and does not assume responsibility for the manufacture, formulation, or compounding processes undertaken by licensed pharmacies.

11. Dispensing

Where a registered practitioner participating in the BioWell programme holds a valid dispensing licence issued in terms of section 22C(1)(a) of the Medicines and Related Substances Act 101 of 1965, medication prescribed pursuant to consultation may be dispensed directly by such licensed dispensing practitioner in accordance with applicable law.

In the case of Dr GL Vosloo, who holds a valid dispensing licence, medication may be dispensed by Dr GL Vosloo in his capacity as a licensed dispensing practitioner.

Title to medication dispensed by a licensed dispensing practitioner vests in the dispensing practitioner prior to supply to the patient.
BioWell (Pty) Ltd does not acquire ownership, hold title to, or take possession of medication at any stage and does not act as a manufacturer, wholesaler, distributor, pharmacy, or reseller.

12. Nature of the programme

The BioWell programme is structured as a metabolic and weight management service delivered within a regulated medical framework.

The programme is centred on clinical assessment, personalised nutrition planning, exercise guidance, behavioural modification, and ongoing medical supervision. Prescription therapy may form part of a treatment plan where clinically indicated.

BioWell is not a GLP-1-specific (or similar) service. The use of GLP-1-based therapy, or any other pharmacological intervention, is determined solely by the practitioner based on the patient's clinical profile, risk factors, treatment history, and therapeutic goals.

Medication is not automatically prescribed and is not guaranteed as part of participation in the programme. Where prescribed, it is used as a component of a broader metabolic management strategy rather than as a standalone intervention.

13. Scope of services

Participation in the BioWell programme may include one or more of the following components, depending on the patient's clinical needs and treatment plan:

- Comprehensive medical assessment, including review of medical history, risk factors, laboratory results, and relevant health indicators.

- Ongoing clinical monitoring, including follow-up consultations, review of progress, adjustment of treatment plans, and evaluation of therapeutic response.

- Prescription management, where clinically indicated, including initiation, continuation, modification, or discontinuation of medication under practitioner supervision.

- Personalised nutrition guidance, exercise planning, and structured lifestyle modification support.

The precise scope of services provided to any patient will depend on the practitioner's clinical evaluation and the patient's individual health profile. No specific intervention forms an automatic or guaranteed component of the programme.

14. Individualised treatment plans

All treatment plans within the BioWell programme are developed on an individual basis.

A practitioner determines the appropriate course of management after reviewing the patient's medical history, current health status, risk factors, laboratory findings where available, and treatment objectives. No standardised or uniform protocol is applied without clinical consideration of the patient's specific circumstances.

The composition, duration, and intensity of any treatment plan may vary between patients. Interventions may be initiated, modified, or discontinued based on clinical response, tolerance, emerging medical information, or other factors that may be determined and communicated by the treating healthcare professional.

Participation in the programme does not entitle a patient to a predetermined medication, dosage, or therapeutic approach. All decisions remain subject to clinical assessment and professional judgement.

15. Results are not guaranteed

Participation in the BioWell programme does not guarantee any specific clinical outcome, rate of weight loss, metabolic response, or health result.

Individual responses to lifestyle modification, nutritional intervention, exercise programmes, and prescription therapy vary. Clinical outcomes depend on multiple factors, including adherence to medical guidance, baseline health status, co-existing medical conditions, genetic factors, and behavioural consistency.

Practitioners provide treatment recommendations based on clinical assessment and established medical standards. No representation, warranty, or assurance is given that a particular result will be achieved within any defined timeframe.

Statements made during consultations, in educational materials, or on the BioWell platform are not to be interpreted as guarantees of outcome. All treatment plans remain subject to clinical reassessment and modification based on patient response.

Continued participation in the programme is conditional upon ongoing medical review and may be modified or discontinued where clinically indicated.

16. Patient eligibility and responsibilities

Participation in the BioWell programme is conditional upon the patient providing accurate, complete, and truthful information at all times.

The patient is responsible for disclosing full and current medical information, including:

- All past and present medical conditions.
- All current medications, supplements, and therapies.
- Any known allergies or adverse drug reactions.
- Any chronic conditions or relevant family medical history.
- Any changes in health status that occur during the course of treatment.

Failure to provide accurate or complete information may compromise clinical decision-making and may affect the safety and appropriateness of treatment. BioWell and its practitioners are entitled to rely on the information provided by the patient when making clinical decisions.

GLP-1-based (or similar) therapy may not be clinically appropriate for certain patients. As part of medical screening, treatment involving GLP-1-based therapy (or similar) will generally not be initiated in patients with:

- A history of medullary thyroid carcinoma.
- Multiple endocrine neoplasia type 2 (MEN 2).
- Active pancreatitis.
- Severe gastroparesis or significant gastric emptying disorders.
- Pregnancy or breastfeeding status.
- An active eating disorder.

The presence of any of the above conditions does not prevent participation in the BioWell programme, but it may preclude the use of specific pharmacological interventions. In such cases, the practitioner may recommend an alternative treatment approach based on clinical judgement.

The patient remains responsible for following medical advice, attending required follow-up consultations, undergoing recommended investigations where applicable, and reporting adverse events or unexpected reactions without delay.

BioWell does not provide emergency medical services. The patient remains responsible for seeking immediate medical care from appropriate emergency services or healthcare facilities where urgent or acute symptoms arise.

The patient acknowledge that the patient is duly aware of the risks associated with the treatment as set out herein. The Doctor, Medical Staff, BioWell, directors, employees, or agents who shall be under no liability for any damage of any kind, whether caused, or occasioned directly or indirectly in connection with the diagnosis, medication or treatment, or any other reason and the patient hereby indemnifies the Doctors, medical staff, Company, directors, employees or agents and or in full against any form damages (including future damages) and/or legal action and/or claims of any kind whatsoever in any forum.

17. Risks, side effects, and clinical review

All medical treatment carries potential risks. Where GLP-1-based therapy or any other pharmacological intervention forms part of a patient's treatment plan, the patient acknowledges that such treatment may be associated with side effects and adverse events.

Commonly reported side effects of GLP-1-based therapy may include:

- Nausea
- Vomiting
- Diarrhoea
- Constipation
- Abdominal discomfort

- Reduced appetite
- Transient gastrointestinal disturbance

Other reported effects may include:

- Headache
- Dizziness
- Fatigue
- Reflux symptoms
- Injection site reactions

Less common but clinically significant risks may include:

- Pancreatitis
- Gallbladder disease
- Dehydration
- Acute kidney injury secondary to fluid loss
- Worsening of diabetic retinopathy in susceptible individuals
- Allergic reactions
- Other serious adverse events

Thyroid-related risks have been observed in certain pre-clinical studies. The full risk profile depends on the specific medication prescribed and the patient's underlying medical status.

GLP-1-based therapy is contraindicated in patients with a history of medullary thyroid carcinoma, multiple endocrine neoplasia type 2 (MEN 2), active pancreatitis, severe gastroparesis or significant gastric emptying disorders, pregnancy, breastfeeding, or an active eating disorder. Additional contraindications or precautions may apply based on individual clinical circumstances.

The patient must immediately report any unexpected symptoms, side effects, worsening of existing conditions, or new medical concerns during the course of treatment. Prompt reporting is necessary to allow appropriate clinical reassessment.

Continuation of any medication is subject to ongoing medical review. A practitioner may adjust dosage, suspend treatment, or discontinue therapy where clinically indicated, including where adverse effects occur, safety concerns arise, or treatment goals are not being met.

The patient acknowledges that a full risk discussion forms part of the consultation process and that participation in the programme requires informed decision-making in consultation with the practitioner.

18. Fees, billing, and payment terms

Consultation fees

The standard consultation fee for consultation in the BioWell programme is R300 per consultation, subject to change without prior notice. BioWell reserves the right to amend consultation fees from time to time. Any change in consultation fees will be communicated to patients in advance and will apply prospectively.

Medication fees

Where prescription therapy forms part of a patient's treatment plan, the cost of medication is separate from consultation fees. Medication costs are determined by the dispensing entity and may vary depending on the formulation, dosage, and duration prescribed. BioWell does not publish medication pricing in compliance with applicable regulatory standards.

Refund policy

Consultation services rendered are non-refundable once the consultation has taken place.

Medication may not be refundable once compounded or dispensed.

Late payment

Payment must be made in accordance with the agreed billing schedule. Failure to make payment when due may result in suspension of access to the BioWell platform and postponement of consultations or prescription management services until outstanding amounts are settled.

BioWell reserves the right to recover any outstanding amounts in accordance with applicable law. Should the services of a legal practioner in any dispute or claim be required, the patient consent to costs on attorney and client scale.

Suspension for non-payment

BioWell may suspend or restrict access to the platform and associated services where payment obligations are not met. Suspension does not relieve the patient of liability for any outstanding fees incurred prior to suspension.

19. A patient's right to discontinue participation

A patient may discontinue participation in the BioWell programme at any time.

Discontinuation does not affect fees already incurred for consultations rendered, services provided, or medication prescribed or dispensed prior to the effective date of termination.

Upon discontinuation, access to the BioWell platform may be restricted or terminated, subject to any legal obligations to retain medical records.

Discontinuation of participation does not automatically terminate clinical responsibility in circumstances where ongoing medical oversight is required for patient safety. A practitioner may recommend appropriate follow-up care or referral where necessary.

A patient who discontinues the programme remains responsible for seeking independent medical care where required and for managing any ongoing treatment initiated during participation in the programme.

20. Suspension or termination by BioWell

BioWell reserves the right to suspend or terminate a patient's access to the platform and associated services where there is material non-compliance with these terms and conditions.

Grounds for suspension or termination may include:

- Providing false, misleading, incomplete, or materially inaccurate medical information.
- Failure to disclose relevant medical history, medications, or contraindications that may affect treatment safety.
- Misuse of the platform, including attempting to obtain medication under false pretences.
- Sharing login credentials or permitting unauthorised access to the patient account.
- Abusive, threatening, unlawful, or inappropriate conduct toward practitioners, staff, or service providers.
- Failure to comply with clinical recommendations where continued participation would compromise patient safety.
- Non-payment of consultation fees.

Where clinically appropriate, a practitioner may also discontinue treatment if continued participation is not medically justified or if patient safety cannot be adequately maintained.

Suspension or termination does not affect fees already incurred or legal obligations arising prior to termination.

BioWell may also restrict access to the platform where required to comply with legal, regulatory, or professional obligations.

21. Privacy and protection of personal information

BioWell processes personal information in accordance with the Protection of Personal Information Act (POPIA) 4 of 2013 and other applicable data protection laws.

The processing of personal information through the BioWell platform is governed by BioWell's separate privacy policy, which forms part of the overall regulatory framework applicable to the programme. Patients are required to read that policy in conjunction with these terms and conditions.

Lawful grounds for processing

Personal information is processed on one or more of the following lawful grounds:

- The necessity to perform services requested by the patient.
- The patient's consent, where required.
- Compliance with legal and regulatory obligations.
- The protection of legitimate interests pursued within a regulated medical framework.
- The establishment, exercise, or defence of legal claims.

Categories of information collected

BioWell may collect and process identification information, contact information, financial and billing information, clinical and health information, lifestyle information relevant to metabolic assessment, communications exchanged through the platform, and technical usage data.

Health information constitutes special personal information under the Protection of Personal Information Act and is processed subject to enhanced confidentiality and security safeguards.

Purpose of processing

Personal information is processed for the purposes of clinical assessment, treatment planning, prescription management, monitoring, regulatory compliance, billing, record-keeping, platform administration, and the lawful operation of the programme.

Disclosure and sharing

Personal information may be shared, where necessary for the operation of the BioWell programme and where lawful, with:

- Healthcare and pharmacy partners, including registered healthcare practitioners providing clinical services and licensed pharmacies responsible for dispensing or compounding medication pursuant to a valid prescription.

- Service providers and operators who support the BioWell platform and its administration (including hosting, security, communications, delivery logistics, and related technical services), subject to confidentiality and POPIA-aligned processing obligations.

- Payment processors and financial service providers responsible for processing consultation fees and related transactions.

- Professional advisers engaged by BioWell where required for lawful operation, compliance, or dispute management (including legal, accounting, audit, and similar professional services).

- Regulators and statutory bodies where disclosure is required or reasonably necessary for compliance with applicable law or professional obligations.

- Courts and law enforcement where BioWell is compelled to disclose information by law, court order, subpoena, or other lawful process.

- Insurers and indemnity providers where disclosure is necessary to obtain, maintain, or rely on insurance or indemnity cover, or to manage claims and incidents connected to the programme.

BioWell does not sell personal information or disclose it for unrelated commercial purposes.

Further details regarding categories of personal information, retention periods, data subject rights, and data security measures is set out in the BioWell privacy policy.

22. Confidentiality and medical records

All medical information generated in the course of participation in the BioWell programme is treated as confidential and is subject to professional secrecy obligations imposed on registered healthcare practitioners.

Ownership and custody

Medical records created in the course of treatment form part of the practitioner's clinical record. In accordance with South African law and professional guidelines, the practitioner retains custody of the original medical record. Patients do not obtain ownership of the original record but are entitled to access it in accordance with applicable law.

Right of access

A patient has the right to request access to their medical records, subject to lawful limitations, identity verification procedures, and any clinical considerations recognised under South African law. Access may be provided in the form of copies or structured extracts, as appropriate.

Record retention

Medical records are retained in accordance with the requirements of the Health Professions Council of South Africa (HPCSA) and any other applicable legal or regulatory framework. Records may be retained for the minimum statutory period or for longer where required by law, ongoing treatment needs, or the management of legal claims.

Disclosure

Medical records and clinical information will not be disclosed to third parties without the patient's consent unless disclosure is:

- Required by law.
- Ordered by a court or lawful authority.
- Necessary to protect the life or safety of the patient or another person.
- Required for lawful insurance, indemnity, or regulatory processes.

All disclosures are made subject to applicable confidentiality obligations and data protection requirements.

23. Intellectual property

All content made available through the BioWell platform, including text, clinical materials, educational resources, graphics, design elements, software, branding, logos, and documentation, is owned by or licensed to BioWell and is protected by applicable intellectual property laws.

The platform and its contents are provided for the personal, non-commercial use of registered users in connection with participation in the BioWell programme. No user acquires ownership rights in any platform content by virtue of registration, access, or use.

Users may not copy, reproduce, distribute, modify, publish, transmit, create derivative works from, or exploit any content from the platform without prior written permission from BioWell, except to the extent reasonably necessary for personal medical use or as required by law.

Nothing in these terms grants a licence to use BioWell's trademarks, branding, or proprietary materials beyond what is strictly necessary to access the platform for its intended purpose.

This section does not limit a patient's right to request access to their personal information or medical records in accordance with applicable law and the BioWell privacy policy. Intellectual property rights in platform materials do not override statutory data subject rights.

24. Platform access and acceptable use

Access to the BioWell platform is granted to the registered user for the purpose of participating in the BioWell programme.

Account security

The user is responsible for maintaining the confidentiality of their login credentials, including usernames and passwords. Login details must not be shared with any third party. The user remains responsible for all activity conducted through their account.

If the user becomes aware of any unauthorised access or suspected security compromise, the user must notify BioWell without delay.

System availability

BioWell takes reasonable steps to maintain the availability and functionality of the platform. However, uninterrupted access cannot be guaranteed. The platform may be temporarily unavailable due to maintenance, updates, technical failures, cybersecurity incidents, or factors beyond BioWell's reasonable control.

Cybersecurity and technical risks

BioWell implements appropriate technical and organisational safeguards to protect the platform. Despite these measures, no digital system can be guaranteed to be entirely secure. The user acknowledges the inherent risks associated with electronic communication and internet-based services.

To the extent permitted by law, BioWell is not liable for losses arising from platform interruptions, system failures, unauthorised access beyond BioWell's reasonable control, or events attributable to third-party service providers.

Prohibited conduct

The user may not:

- Use the platform for unlawful purposes.
- Attempt to gain unauthorised access to any part of the platform or related systems.
- Interfere with the proper functioning or security of the platform.
- Upload malicious code, software, or harmful material.
- Misrepresent identity or medical information for the purpose of obtaining treatment or medication.

BioWell reserves the right to restrict or terminate access where misuse of the platform is identified.

25. Complaints and dispute resolution

Internal complaints process

A patient who wishes to raise a concern regarding clinical care, billing, platform functionality, or any aspect of participation in the BioWell programme must first submit the complaint in writing to BioWell.

Complaints can be sent to: support@bio-well.co.za / gerhard@bio-well.co.za

BioWell will acknowledge receipt of the complaint and will investigate the matter in accordance with its internal procedures. Where the complaint relates to clinical care, it may be referred to the relevant practitioner for review and response.

Escalation

If a patient is not satisfied with the outcome of the internal review, the patient may escalate the matter to the appropriate regulatory authority, including the Health Professions Council of South Africa (HPCSA) where the complaint concerns professional conduct, or the Information Regulator where the complaint concerns personal information.

Nothing in these terms limits a patient's statutory right to approach a court of competent jurisdiction.

Mediation and alternative resolution

Before instituting formal legal proceedings, the parties may agree to attempt to resolve the dispute through mediation conducted in the Republic of South Africa. Participation in mediation is voluntary unless otherwise required by law.

Governing law and jurisdiction

These terms and conditions are governed by the laws of the Republic of South Africa.

Any dispute arising from or in connection with participation in the BioWell programme shall be subject to the jurisdiction of the courts of the Republic of South Africa.

26. Amendments to these terms

BioWell reserves the right to amend, update, or replace these terms and conditions from time to time in order to reflect changes in law, regulatory requirements, clinical standards, operational processes, or platform functionality.

Where material amendments are made, BioWell will provide notice to users through the platform, by electronic communication, or by other reasonable means.

The amended version will indicate the effective date and version number. Amendments apply prospectively from the stated effective date.

Continued access to or use of the BioWell platform after the effective date of an amendment constitutes acceptance of the revised terms.

If a user does not agree to the amended terms, the user must discontinue participation in the BioWell programme prior to the effective date of the amendment.

27. Electronic communication and electronic signatures

The BioWell programme operates through a digital platform. By registering for and participating in the programme, the user consents to the use of electronic communications in connection with consultations, administrative matters, clinical updates, notices, agreements, and other programme-related information.

The user agrees that communications transmitted electronically through the platform, by email, or by other approved digital means satisfy any legal requirement that such communication be in writing.

Electronic acceptance of these terms and conditions, informed consent forms, treatment acknowledgements, and related documentation constitutes a valid and binding electronic signature under South African law.

BioWell may, where lawful and where required by the Protection of Personal Information Act (POPIA) 4 of 2013, communicate educational and service-related information by electronic means. Such communications may include:

- Information relevant to metabolic health, weight management, and structured medical treatment.
- Clinical guidance updates or safety notices affecting patient care.
- Practice-related updates concerning appointments, platform functionality, or administrative matters.
- Access to educational content developed within the clinical framework of the programme.

BioWell does not engage in the direct marketing of prescription medicines to the public. Electronic communications will not promote specific scheduled medicines, publish medicine prices, guarantee clinical outcomes, or encourage the selection of a particular pharmaceutical product.

Where consent is required for non-essential electronic communications, it will be obtained in advance and may be withdrawn at any time. Each such communication will provide a clear mechanism for opting out.

Service-related communications necessary for the provision of medical care, regulatory compliance, or patient safety may be issued irrespective of marketing consent, as they form part of the clinical and administrative obligations of the programme.

All electronic communications are issued within the ethical framework governing medical practitioners and in accordance with applicable healthcare and advertising standards.

28. Contact information

All enquiries relating to these terms and conditions, participation in the BioWell programme, compliance matters, or the exercise of statutory rights must be directed to BioWell using the contact details set out below.

Operating entity

Bio Well (PTY) LTD
Registration number: 2025/921670/07

Compliance officer

Name: Dr GL Vosloo
Designation: Compliance Officer
Email address: gerhard@bio-well.co.za

Written requests concerning personal information, regulatory compliance, or contractual rights may be submitted electronically. Where necessary, BioWell may require sufficient information to verify identity before actioning a request.

Updated contact details will be published on the BioWell platform where applicable.

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