

Terms of Service

VERSION EFFECTIVE
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1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you (either an individual or an entity, "you" or "Customer") and Practor (Pty) Ltd, a private company registered in South Africa ("Practor," "we," "us," or "our"), governing your access to and use of the Practor platform, including our website at practor.app, web application, mobile applications, APIs, and all related services (collectively, the "Service").

By creating an account, accessing, or using the Service, you agree to be bound by these Terms, our [Privacy Policy](#), and any applicable Business Associate Agreement or Data Processing Agreement. If you are entering into these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization.

If you do not agree to these Terms, you may not access or use the Service.

2. Definitions

- **"Authorized Users"** means individuals who are authorized by Customer to access the Service under Customer's account, including physicians, nurses, administrative staff, and other practice personnel.
- **"Business Associate Agreement" or "BAA"** means the agreement between Practor and Customer governing the use and disclosure of Protected Health Information, as required by HIPAA.
- **"Covered Entity"** has the meaning defined under HIPAA (45 CFR 160.103) and refers to the healthcare provider, health plan, or healthcare clearinghouse that is the Customer.
- **"Customer Data"** means all data, information, and content that Customer or its Authorized Users upload, submit, store, or transmit through the Service, including but not limited to patient records, clinical notes, scheduling data, billing information, and communications.
- **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act and implementing regulations at 45 CFR Parts 160 and 164.
- **"PHI" or "Protected Health Information"** has the meaning defined under HIPAA (45 CFR 160.103).
- **"Subscription Term"** means the period during which Customer has an active paid subscription to an optional add-on, as specified in the applicable Order Form or in-product selection. Use of the Service does not require a Subscription Term.
- **"POPIA"** means the Protection of Personal Information Act, 2013, of the Republic of South Africa, together with its regulations and the Regulations relating to the Processing of Data Subjects' Health Information by Certain Responsible Parties, 2026.
- **"NHA"** means the National Health Act (Act 61 of 2003) of the Republic of South Africa.
- **"HPCSA"** means the Health Professions Council of South Africa, the statutory body responsible for regulating health professions.
- **"Responsible Party"** has the meaning defined under POPIA and refers to the healthcare provider Customer who determines the purpose of and means for processing patient personal information.
- **"Operator"** has the meaning defined under POPIA and refers to a person who processes personal information on behalf of a Responsible Party. Practor acts as an Operator when processing patient data on behalf of its South African healthcare provider customers.
- **"Data Processing Agreement" or "DPA"** means the written agreement between Practor and Customer governing the processing of personal information under POPIA Section 21, equivalent to a BAA for South African Customers.
- **"Information Regulator"** means the South African Information Regulator established under POPIA Section 39, responsible for the enforcement of POPIA and PAIA.

3. Description of Services

Practor provides a cloud-based electronic health record (EHR) and practice management platform that includes:

- **Ava AI Assistant:** A voice assistant, ambient clinical documentation listener, and secure chat agent powered by artificial intelligence.
- **Patient Management:** FHIR-compliant patient records, demographics, medical history, allergies, medications, and document management.
- **Scheduling:** Online patient booking, appointment management, automated reminders, recurring appointments, and waitlist management.
- **Billing and Invoicing:** Claim generation, CPT and ICD-10 coding assistance, electronic claim submission, payment tracking, and revenue cycle analytics.
- **Secure Messaging:** HIPAA-compliant messaging between providers and patients with read receipts and file sharing.
- **Team Collaboration:** Shared tasks, workflow management, and role-based access controls.

Core functionality is available to all Customers. Some features are metered and require a funded account as described in Section 11, and some are optional add-ons that must be enabled for the practice. Practor reserves the right to add, modify, or discontinue features as described in Section 13.

3.1 AI-Generated Content

The Service includes AI-powered features that generate clinical documentation, coding suggestions, and other content. AI-generated content is provided as a drafting aid and is not a substitute for professional medical judgment. All AI-generated clinical content must be reviewed, edited as necessary, and approved by a licensed healthcare provider before it becomes part of the official medical record. Practor does not practice medicine and is not responsible for clinical decisions made using AI-generated output.

4. Accounts and Security

4.1 Account Registration

To use the Service, you must create an account and provide accurate, current, and complete information. You are responsible for maintaining the accuracy of your account information and must promptly update it if it changes.

4.2 Account Security

You are responsible for safeguarding access to your account and for all activity that occurs under your account. You must:

- Use a strong, unique password for your Practor account.
- Enable multi-factor authentication (MFA), which is required for all accounts that access PHI.
- Not share your account credentials with any unauthorized person.
- Notify Practor immediately at security@practor.app if you suspect unauthorized access to your account.

Practor is not liable for any loss resulting from unauthorized use of your account where you have failed to maintain adequate security measures.

4.3 Authorized Users

Customer is responsible for managing its Authorized Users, including granting and revoking access, assigning appropriate roles and permissions, and ensuring that all Authorized Users comply with these Terms. Customer must promptly deactivate the accounts of Authorized Users who are no longer affiliated with Customer's practice.

5. HIPAA Compliance and Business Associate Agreement

Required for PHI

If you are a Covered Entity under HIPAA, you must execute a Business Associate Agreement with Practor before using the Service to create, receive, maintain, or transmit PHI. Use of the Service to process PHI without a signed BAA is a violation of these Terms.

5.1 Business Associate Obligations

When Customer is a Covered Entity and has executed a BAA with Practor, Practor will serve as a Business Associate and will:

- Use and disclose PHI only as permitted by the BAA and applicable law.
- Implement safeguards to prevent unauthorized use or disclosure of PHI.
- Report any Security Incident or Breach of Unsecured PHI to Customer as required by the BAA and the HIPAA Breach Notification Rule.
- Ensure that any subcontractors with access to PHI agree to equivalent restrictions and enter into subcontractor BAAs.
- Make information available for compliance audits as required by HIPAA and the BAA.

5.2 Customer's HIPAA Obligations

Customer is responsible for its own HIPAA compliance, including but not limited to:

- Obtaining any required patient consents or authorizations before entering PHI into the Service.
- Determining appropriate access levels for Authorized Users based on the Minimum Necessary standard.
- Providing patients with a Notice of Privacy Practices that accurately describes how PHI may be disclosed to Business Associates, including Practor.
- Notifying Practor of any restrictions on the use or disclosure of PHI that Customer has agreed to with a patient, to the extent such restrictions affect Practor's obligations.
- Ensuring that its use of the Service, including any AI-generated content, complies with applicable healthcare regulations.

5.3 21st Century Cures Act Compliance

Practor supports the interoperability requirements of the 21st Century Cures Act and the ONC Information Blocking Rule (45 CFR Part 171). Customer agrees not to use the Service in a manner that constitutes information blocking as defined under the rule. Practor provides APIs and data export capabilities to facilitate the exchange of electronic health information.

6. South African Healthcare Compliance

Required for South African Customers

If you are a healthcare provider operating in South Africa, you must execute a Data Processing Agreement (DPA) with Practor before using the Service to process patient personal information. Use of the Service to process patient data without a signed DPA is a violation of these Terms and of POPIA.

6.1 POPIA Operator Agreement

When Customer is a healthcare provider in South Africa, Practor serves as an Operator under POPIA and will:

- Process personal information only with the knowledge or authorisation of the Responsible Party (Customer), in accordance with POPIA Section 20.
- Treat all personal information processed on behalf of the Customer as confidential.
- Implement security safeguards that meet or exceed the requirements of POPIA Section 19, including encryption at rest and in transit, role-based access controls, and comprehensive audit logging.
- Notify the Customer immediately upon becoming aware of any actual or suspected security compromise involving personal information, in accordance with POPIA Section 21(2) and Section 22.
- Cooperate with the Customer to notify the Information Regulator and affected data subjects as required by POPIA Section 22.
- Upon termination of the DPA, return or securely destroy all personal information processed on behalf of the Customer, subject to applicable retention requirements.

6.2 National Health Act Obligations

The Service is designed to support Customer's compliance with the National Health Act (Act 61 of 2003):

- **Section 13 (Health Records):** The Service creates and maintains a health record for every patient, supporting the NHA requirement that health establishments maintain records for all users.

- **Section 14 (Confidentiality):** All patient information within the Service is treated as confidential. The Service enforces role-based access controls to prevent unauthorised disclosure.
- **Section 17 (Access Controls):** The Service implements control measures to prevent unauthorised access to patient records. Customer acknowledges that under NHA Section 17, failure to maintain adequate access controls is a criminal offence.

Customer remains responsible for its own NHA compliance, including obtaining informed consent for treatment (Section 7), providing patients with information about their health status (Section 6), and ensuring that its use of the Service complies with all applicable healthcare laws.

6.3 HPCSA Record-Keeping Standards

The Service supports compliance with HPCSA Booklet 9 (Guidelines on the Keeping of Patient Records) by:

- Recording the identity of the practitioner for each clinical entry.
- Recording the date and time of each entry via audit trails.
- Securing electronic records with authentication and access controls.
- Maintaining regular backups of all patient data.
- Enforcing minimum retention periods: 6 years from the date records become dormant (general), until the patient's 21st birthday (minors), and for the patient's lifetime (mentally incompetent patients).

Customer is responsible for ensuring that the clinical content entered into the Service meets the HPCSA requirements for completeness, including all relevant clinical findings, treatments administered, and investigations ordered.

6.4 Medical Schemes Act Compliance

For customers who submit claims to South African medical schemes, the Service supports compliance with the Medical Schemes Act (Act 131 of 1998) by providing:

- ICD-10 coding at the line-item level, as required for all medical scheme claims.
- Integration with electronic claim submission services (including Medikredit) for EDI claim transmission.
- Claim status tracking to assist with the 120-day submission deadline and 60-day resubmission window for corrected claims.

Customer is solely responsible for the accuracy of coding, the clinical justification for services billed, and compliance with the Medical Schemes Act and applicable tariff guidelines.

6.5 Customer's South African Compliance Obligations

Customer is responsible for its own compliance with South African healthcare law, including but not limited to:

- Maintaining current registration with the applicable governing body (HPCSA, SANC, SAPC, or AHPCSA).
- Obtaining informed consent for treatment from patients or their legal guardians, including telehealth-specific consent where applicable (HPCSA Booklet 10).
- Ensuring that all clinical documentation entered into the Service is complete and accurate per HPCSA standards.
- Responding to patient requests for access to their health records under NHA Section 15 and PAIA.
- Complying with POPIA as the Responsible Party for patient personal information.
- Ensuring that Authorised Users with access to patient data are subject to a duty of confidentiality as required by POPIA Section 32(2).

7. Acceptable Use

You agree to use the Service only for lawful purposes and in accordance with these Terms. You must:

- Comply with all applicable laws and regulations in the jurisdictions where you operate, including HIPAA, HITECH, POPIA, the NHA, and applicable state or provincial health privacy laws.
- Use the Service only for legitimate healthcare operations, treatment, and payment activities.
- Maintain appropriate professional licenses and credentials as required by law.
- Ensure all clinical content and patient data entered into the Service is accurate and current to the best of your knowledge.
- Review and verify all AI-generated clinical documentation before finalizing it in a patient's record.

8. Prohibited Conduct

You may not, directly or indirectly:

- Use the Service for any purpose that violates HIPAA or other applicable healthcare regulations.
- Access or attempt to access PHI of patients who are not under your care or for whom you do not have a legitimate treatment, payment, or healthcare operations purpose.
- Share, distribute, or disclose PHI except as permitted by HIPAA and the BAA.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service or any component thereof.
- Copy, modify, create derivative works from, or distribute the Service or any content provided through the Service, except Customer Data.
- Use automated systems (bots, scrapers, crawlers) to access the Service without written authorization.
- Attempt to gain unauthorized access to any part of the Service, other accounts, or computer systems or networks connected to the Service.
- Interfere with or disrupt the integrity or performance of the Service or the data contained therein.
- Upload viruses, malware, or other malicious code.
- Use the Service to transmit unsolicited communications (spam).
- Impersonate another person or entity, or falsely state or misrepresent your affiliation.
- Use AI-generated output as a final clinical determination without licensed provider review.
- Use the Service to facilitate fraudulent billing, upcoding, or any activity that violates the False Claims Act or Anti-Kickback Statute.

9. Intellectual Property

9.1 Practor's Intellectual Property

The Service, including all software, algorithms, AI models, user interface designs, documentation, trademarks, logos, and other materials ("Practor Materials") are owned by Practor or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. These Terms do not grant you any ownership interest in the Practor Materials.

9.2 License to Use the Service

Subject to your compliance with these Terms and payment of applicable fees, Practor grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service during the Subscription Term for your internal business purposes.

9.3 Feedback

If you provide suggestions, ideas, feature requests, or other feedback about the Service ("Feedback"), you grant Practor a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use, reproduce, modify, and incorporate such Feedback into the Service without restriction or obligation to you. Feedback does not include Customer Data or PHI.

10. Your Data and Content

10.1 Ownership

You retain all right, title, and interest in your Customer Data. Practor does not claim ownership of Customer Data, including PHI. Nothing in these Terms transfers ownership of Customer Data to Practor.

10.2 License to Process

You grant Practor a limited license to host, store, process, transmit, and display Customer Data solely to the extent necessary to provide the Service and as permitted by the BAA or DPA. This license terminates upon termination of these Terms, subject to the data return and deletion obligations in Section 15.

10.3 De-identified and Aggregated Data

Practor may create and use De-identified Data and Aggregated Data derived from Customer Data, in accordance with the HIPAA Safe Harbor de-identification standard. Such data is no longer considered PHI or Customer Data, and Practor may use it for product improvement, analytics, benchmarking, and research purposes.

10.4 Responsibility for Content

You are solely responsible for the accuracy, quality, integrity, and legality of Customer Data and the means by which you acquired it. Practor is not responsible for the content of Customer Data, including clinical decisions documented within the Service.

11. Fees and Payment

11.1 Fees

Core practice management functionality is provided at no charge and does not require a paid subscription. Certain features are metered and billed per unit of use, including electronic claim submission, benefit verification, outbound patient messaging, AI clinical documentation and assistance, and storage above the included allowance. Rates for each metered feature, the allowances included at no charge, and the fees for any optional subscription add-on are published on the pricing page and are stated in the currency assigned to Customer's account, which is determined by the country in which the practice is registered.

11.2 Payment Terms

Metered usage is funded either by a prepaid balance applied to Customer's account or by accrual against a payment method on file, at Customer's election. Accrued amounts are charged when the accrued balance reaches a published threshold or after a published number of days, whichever occurs first. Any optional subscription add-on is billed in advance for each billing period. Customer may set a monthly cap on metered spend, and metered features will be suspended when that cap is reached. All payments are processed by a PCI-DSS Level 1 compliant payment processor.

11.3 Suspension for Non-Payment

If a payment fails or a metered balance is exhausted, Practor may suspend metered features. Practor will not suspend or withhold Customer's access to Customer Data, including patient records, scheduling and invoicing, or a patient's access to their own information, on the basis of non-payment. Claim submission and benefit verification remain available up to a published float.

11.4 Price Changes

Practor may adjust published rates or subscription fees upon at least 60 days' written notice. Continued use of a metered feature or a subscription add-on after a price change takes effect constitutes acceptance of the new pricing. Customer may discontinue use of any metered feature, or cancel any subscription add-on, before the new pricing takes effect.

11.5 Taxes

All fees are exclusive of applicable taxes. You are responsible for paying all sales, use, value-added, and similar taxes, except for taxes based on Practor's net income.

11.6 Late Payment

Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. If payment is more than 30 days overdue, Practor may suspend access to the Service upon 10 days' written notice, provided that we will not suspend access in a manner that would prevent a Covered Entity or Responsible Party from accessing patient data necessary for ongoing patient care.

11.7 Refunds

Charges for metered usage already incurred, and subscription fees for a billing period already begun, are non-refundable except as required by law or as expressly stated in an Order Form. An unused prepaid balance is refundable on request. If Practor materially breaches these Terms and fails to cure the breach within 30 days of written notice, you may be entitled to a pro-rated refund for the unused portion of any subscription add-on.

12. Service Availability and Support

12.1 Uptime Commitment

Practor targets 99.9% uptime for the Service, measured monthly, excluding scheduled maintenance windows. Specific uptime commitments and service level credits may be set forth in an Enterprise Service Level Agreement (SLA).

12.2 Scheduled Maintenance

Practor performs scheduled maintenance during low-usage windows and will provide at least 48 hours' notice for planned downtime. Emergency maintenance to address security vulnerabilities or critical issues may be performed without advance notice.

12.3 Support

Practor provides customer support during business hours (Monday through Friday, 9:00 AM to 6:00 PM South Africa Standard Time (SAST/UTC+2), excluding South African public holidays) via email and in-app chat. Enterprise customers may have access to priority support, dedicated account managers, and extended support hours as specified in their Order Form.

13. Modifications to the Service

Practor may modify, update, or enhance the Service from time to time. We will provide reasonable notice for changes that materially reduce the functionality of features you are actively using. If a modification materially and adversely affects your use of the Service and you notify us in writing within 30 days of the change, you may terminate your subscription and receive a pro-rated refund for the unused portion of your Subscription Term.

We may update these Terms from time to time. Material changes will be communicated via email or a prominent notice within the Service at least 30 days before taking effect. Your continued use of the Service after the effective date constitutes acceptance of the revised Terms. If you do not agree to the revised Terms, you must discontinue use of the Service.

14. Termination

14.1 Termination by Customer

You may cancel your subscription at any time through your account settings or by contacting us at support@practor.app. Cancellation takes effect at the end of the current billing period. You remain responsible for all fees incurred through the end of the billing period.

14.2 Termination by Practor

Practor may suspend or terminate your access to the Service if:

- You materially breach these Terms and fail to cure the breach within 30 days of written notice.
- You engage in Prohibited Conduct as described in Section 8.
- Your account is more than 60 days past due on payment (subject to the patient care exception in Sections 11.3 and 11.6).
- Continued provision of the Service would violate applicable law.

We will provide reasonable notice before termination except where immediate termination is necessary to comply with law, prevent harm, or protect the security of the Service. Where feasible, we will provide an opportunity to cure before termination.

14.3 Effect of Termination

Upon termination, your right to access the Service ceases. The following provisions survive termination: Section 5 (HIPAA), Section 6 (South African Healthcare Compliance), Section 9 (Intellectual Property), Section 10 (Your Data), Section 15 (Data Portability), Section 16 (Patient Rights), Section 17 (Warranties), Section 18 (Liability), Section 19 (Indemnification), Section 20 (Disputes), Section 21 (Governing Law), and Section 22 (General Provisions).

15. Data Portability and Post-Termination

15.1 Data Export

During the Subscription Term, you may export your Customer Data at any time using the Service's built-in export tools. Practor supports export in standard healthcare interoperability formats, including:

- FHIR R5 (Fast Healthcare Interoperability Resources) for clinical data.
- C-CDA (Consolidated Clinical Document Architecture) for patient summaries.
- CSV and JSON formats for scheduling, billing, and administrative data.
- PDF for human-readable document exports.

15.2 Post-Termination Data Access

Following termination or expiration of your subscription, Practor will make your Customer Data available for export for a period of 90 days ("Retrieval Period"). During the Retrieval Period, you will have read-only access to your data and may use the export tools described above.

15.3 Data Deletion

After the Retrieval Period, Practor will securely delete or de-identify your Customer Data in accordance with the BAA or DPA and NIST SP 800-88 guidelines for media sanitization, except where retention is required by law. For South African customers, patient health records will not be deleted before the applicable HPCSA minimum retention period has expired (6 years from dormant date for general records, until the patient's 21st birthday for minors, and for the patient's lifetime for mentally incompetent patients). We will provide written confirmation of deletion upon request.

15.4 Transition Assistance

Upon request, Practor will provide reasonable transition assistance to facilitate your migration to another platform. Transition assistance beyond what is included in standard export tools may be subject to professional services fees at Practor's then-current rates.

16. Patient Rights and Data Access (South Africa)

This section describes how patient rights are facilitated through the Service for South African healthcare providers. Patient rights requests are handled manually through our privacy team.

16.1 Right to Access Health Records (NHA Section 15)

Patients in South Africa have the right to access their health records under **NHA Section 15**. As the Operator, Practor assists healthcare providers in fulfilling these requests:

- Patients should direct record access requests to their healthcare provider in the first instance.
- Healthcare providers may request a data export from Practor by contacting privacy@practor.app.
- Practor will provide the requested records in a readable format within 30 days of receiving a valid request.
- If the healthcare provider believes that disclosure might result in serious harm to the patient's physical or mental health, the provider may, in accordance with NHA Section 15, consult with a health practitioner nominated by the patient before granting access.

16.2 PAIA Compliance

Under the **Promotion of Access to Information Act (Act 2 of 2000)**, data subjects have the right to request access to records held by private bodies. To submit a PAIA request:

- Complete the prescribed **Form C** (available from the Information Regulator's website at info regulator.org.za).
- Submit the completed form to your healthcare provider or to Practor at privacy@practor.app.
- We will respond within 30 days as required by PAIA.

Please note that records belong to the health establishment that created them. Patients have a right to the *information contained in* their records, but do not own the records themselves.

16.3 POPIA Data Subject Requests

Data subjects in South Africa may exercise their rights under POPIA by contacting us at privacy@practor.app. Available rights include:

- **Access (Section 23):** Request confirmation of whether we hold your personal information and request a copy.
- **Correction (Section 24):** Request correction or deletion of inaccurate, irrelevant, excessive, out-of-date, incomplete, or misleading personal information.
- **Objection (Section 11(3)):** Object to the processing of your personal information on reasonable grounds.
- **Direct Marketing Opt-Out (Section 69):** Object at any time to the processing of your personal information for direct marketing purposes.

We will respond to all data subject requests within 30 days. Where a request relates to patient data processed on behalf of a healthcare provider, we will coordinate with the Responsible Party to fulfil the request.

16.4 Complaints

If you are not satisfied with our response to a data subject request, you may lodge a complaint with the **South African Information Regulator** at inforegulator.org.za, or institute civil proceedings under POPIA Section 99.

17. Disclaimer of Warranties

Not Medical Advice

The Service, including AI-generated content, is a tool to assist healthcare professionals. It does not provide medical advice, diagnoses, or treatment recommendations. All clinical decisions remain the sole responsibility of licensed healthcare providers.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR A SIGNED ORDER FORM, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. PRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the foregoing, Practor does not warrant that: (a) the Service will be uninterrupted, error-free, or completely secure; (b) defects will be corrected within any specific timeframe; (c) the Service will meet your specific requirements beyond those expressly described; or (d) AI-generated content will be accurate, complete, or suitable for any particular clinical purpose.

18. Limitation of Liability

18.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 Liability Cap

EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 5 (HIPAA), SECTION 6 (SOUTH AFRICAN HEALTHCARE COMPLIANCE), SECTION 19 (INDEMNIFICATION), OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PRACTOR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

18.3 Healthcare-Specific Limitations

PRACTOR IS NOT RESPONSIBLE FOR: (A) CLINICAL DECISIONS MADE BY HEALTHCARE PROVIDERS USING THE SERVICE; (B) THE ACCURACY OR COMPLETENESS OF CUSTOMER DATA ENTERED INTO THE SERVICE; (C) PATIENT OUTCOMES RESULTING FROM TREATMENT DECISIONS; OR (D) CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE HEALTHCARE LAWS AND REGULATIONS.

19. Indemnification

19.1 Indemnification by Practor

Practor shall indemnify, defend, and hold harmless Customer from any third-party claim, demand, or action ("Claim") alleging that Customer's authorized use of the Service infringes a third party's U.S. patent, copyright, or trademark, provided that Customer: (a) promptly notifies Practor in writing; (b) gives Practor sole control of the defense and settlement; and (c) provides reasonable cooperation at Practor's expense.

19.2 Indemnification by Customer

Customer shall indemnify, defend, and hold harmless Practor from any Claim arising from: (a) Customer's breach of these Terms; (b) Customer's violation of applicable law, including HIPAA; (c) Customer Data, including claims that Customer Data infringes a third party's rights; (d) the acts or omissions of Customer's Authorized Users; or (e) Customer's clinical decisions or patient care activities.

20. Dispute Resolution

20.1 Informal Resolution

Before initiating any formal dispute resolution proceedings, the parties agree to attempt to resolve disputes informally. Either party may initiate informal resolution by sending written notice describing the dispute. The parties will negotiate in good faith for at least 60 days following such notice.

20.2 Binding Arbitration

If the dispute is not resolved informally within 60 days, either party may submit the dispute to binding arbitration administered by the Arbitration Foundation of Southern Africa (AFSA) under its Commercial Arbitration Rules, or, for U.S.-based Customers, the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration will be conducted by a single arbitrator with experience in healthcare technology disputes. The seat of arbitration will be Johannesburg, South Africa, or a mutually agreed-upon location. The arbitrator's decision will be final and binding, and judgment may be entered in any court of competent jurisdiction.

20.3 Exceptions

Either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property rights or Confidential Information without first engaging in arbitration. Claims related to HIPAA breaches involving PHI are not subject to the arbitration requirement and may be brought in any court of competent jurisdiction.

20.4 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If a court or arbitrator determines that this class action waiver is unenforceable, then this entire arbitration provision shall be null and void.

21. Governing Law

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles. To the extent a dispute is not subject to arbitration, the parties consent to the exclusive jurisdiction of the High Court of South Africa.

For South African Customers, the following laws apply in addition to these Terms to the extent they govern the processing of personal information and the provision of healthcare services: POPIA and its regulations (including the Health Data Regulations of March 2026), the National Health Act (Act 61 of 2003), the Promotion of Access to Information Act (Act 2 of 2000), the Medical Schemes Act (Act 131 of 1998), and applicable HPCSA guidelines and regulations.

For U.S.-based Customers processing PHI under a BAA, HIPAA and its implementing regulations apply to the extent they govern the use and disclosure of PHI, regardless of the governing law of these Terms.

22. General Provisions

22.1 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, pandemics, acts of government, war, terrorism, labor disputes, power outages, or internet service failures ("Force Majeure Event"). The affected party must provide prompt notice and use commercially reasonable efforts to resume performance.

22.2 Assignment

You may not assign or transfer these Terms, or any rights or obligations hereunder, without Practor's prior written consent. Practor may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees to be bound by these Terms. Any attempted assignment in violation of this section is void.

22.3 Notices

All notices under these Terms must be in writing and will be deemed given when: (a) delivered personally; (b) sent by confirmed email; or (c) sent by nationally recognized overnight courier to the address on file. Notices to Practor must be sent to legal@practor.app.

22.4 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent.

22.5 Waiver

The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. A waiver of any right or provision must be in writing and signed by the waiving party.

22.6 Entire Agreement

These Terms, together with the Privacy Policy, BAA, DPA, and any applicable Order Forms, constitute the entire agreement between you and Practor regarding the Service and supersede all prior agreements, understandings, and representations. In the event of a conflict between these Terms and an Order Form, the Order Form controls.

22.7 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights. Patients whose data is processed through the Service are not third-party beneficiaries of these Terms, though their rights under HIPAA, POPIA, the NHA, PAIA, and other applicable law are not affected.

22.8 Relationship of the Parties

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the parties.

22.9 Export Compliance

You agree to comply with all applicable export control laws and regulations, including the U.S. Export Administration Regulations. You may not use or export the Service in violation of such laws or in any country subject to U.S. trade sanctions.

22.10 Government Users

If you are a U.S. government entity, use, duplication, or disclosure of the Service is subject to the restrictions set forth in 48 CFR 227.7202 and 48 CFR 12.212. The Service is deemed "commercial computer software" under these regulations.

23. Contact Us

If you have questions about these Terms, contact us at:

Practor (Pty) Ltd

Legal Department

Email: legal@practor.app

For support inquiries, contact support@practor.app.

For security concerns, contact security@practor.app.

For privacy matters, contact privacy@practor.app.