

**MediSwitch REGISTRATION FORM**

(NB: This form must be completed by each service provider in the practice)

**USER'S DETAILS**

User's full name : \_\_\_\_\_  
 Practice name : \_\_\_\_\_ VAT No : \_\_\_\_\_  
 BHF Practice No : \_\_\_\_\_ HPCSA NO : \_\_\_\_\_

Please attach a BHF/pcns Confirmation letter with all NEW practice numbers.

**PHYSICAL ADDRESS**

Street : \_\_\_\_\_  
 Building : \_\_\_\_\_  
 Suite : \_\_\_\_\_  
 Town : \_\_\_\_\_  
 Code : \_\_\_\_\_

**POSTAL ADDRESS**

Street / Box : \_\_\_\_\_  
 Building : \_\_\_\_\_  
 Suite : \_\_\_\_\_  
 Town : \_\_\_\_\_  
 Code : \_\_\_\_\_

**PRACTICE CONTACT DETAILS**

Responsible Person : \_\_\_\_\_ Cell No : \_\_\_\_\_  
 Tel No : \_\_\_\_\_ Fax No : \_\_\_\_\_  
 E-mail : \_\_\_\_\_ E-mail : \_\_\_\_\_  
 2<sup>nd</sup> e-mail for confidential

**PRACTICE MANAGEMENT SYSTEM INFORMATION (ACCOUNTING SOFTWARE)**

Package Name : \_\_\_\_\_  
 Vendor / Dealer : \_\_\_\_\_  
 Account Manager / Sales Person / Referring CLO : \_\_\_\_\_

**CLAIMS SERVICES**

**Switching Method Preference**

<b>SwitchComm Plus (Batch)</b>	Yes	No	<b>SwitchOn (Online)</b>	Yes	No
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**ELECTRONIC REMITTANCE ADVICES**

Do you want to receive your medical scheme remittance advices electronically? \_\_\_\_\_  
 Refer to Clause 19.

Signed by (full name) \_\_\_\_\_ (signature) \_\_\_\_\_ who hereby warrants his/her authority and binds himself/herself as surety and co-principal debtor of the user in terms of this AGREEMENT, accepts and confirms that he/she has read the terms and conditions version 2.3 overleaf, at \_\_\_\_\_ on this day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

**DEBIT ORDER**

The User authorizes MediSwitch to debit the User's Bank Account, details of which appear below, in payment of monies payable to MediSwitch for services rendered (a copy of a cancelled cheque of the User must be enclosed herewith).

BANK NAME : \_\_\_\_\_ BRANCH : \_\_\_\_\_  
 BRANCH CODE : \_\_\_\_\_ ACCOUNT NO : \_\_\_\_\_  
 ACCOUNT NAME: \_\_\_\_\_

Cheque	Transmission	Savings (except FNB)
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Signed by (full name): \_\_\_\_\_ Signature : \_\_\_\_\_

DATE OF SIGNATURE : \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

## TERMS AND CONDITIONS

MediSwitch grants to the User a non-exclusive and non-transferable licence to use MediSwitch's services (the "services") and the related software and data formats (the "software") subject to the following terms and conditions:

### GRANT AND TERM OF LICENCE

1. MediSwitch retains ownership of all intellectual property rights in and to the software as well as any copy thereof. The User undertakes to keep (and undertakes to procure that its employees will keep) the software and all related documents and all intellectual property associated with the submission of transactions in strict confidence and will not remove or destroy any proprietary markings of MediSwitch. [For the purposes of this agreement "transaction" means an electronic message and reply, relating to a single patient on a single occasion, which message and reply contain structured data in plain or encrypted language prepared in a format specified for intended transmission from computer to computer.]

2. The software is not sold and the User is only entitled to use it under licence.

3. This Registration Form ("agreement") shall commence on the effective date and shall remain in force until terminated by either the User or MediSwitch by giving the other party one month's written notice of such termination. On termination, for whatever reason, the User shall forthwith return to MediSwitch all concepts, documentation, software or trade secrets of or related to MediSwitch and its services and shall, upon request, certify in writing that it has complied with the foregoing.

### OBLIGATIONS OF MEDISWITCH

4. MediSwitch shall render the following services (the "services") to the User:

4.1 transfer the User's transactions to the destinations specified by the User in the format required by the destination for the specific transaction type;

4.2 validate the User's transactions to the best of MediSwitch's ability in line with the requirements of the destinations concerned to expedite the processing of the transactions;

4.3 store the User's transactions in electronic format;

4.4 subject to the provisions of clause 18 below, observe and protect the confidentiality of the User's transaction data;

4.5 maintain a back-up for the purpose of ensuring continuity, security and auditability of its services to the User and the participating destinations;

4.6 on request from the User, provide certification of any transaction from its origin to its destination and maintain an audit trail of each transaction for one year;

4.7 return to the User an electronic response report ("back report") after each submission of transactions, which report shall set out the details of that submission. [For the purposes of this agreement "destination" means any destination serviced by MediSwitch, *inter alia*, medical schemes, financial institutions, healthcare insurers and other funders of healthcare services and, if applicable, includes intermediaries who perform claims evaluation services on behalf of destinations.]

5. MediSwitch shall, for the duration of this agreement, maintain the software, provided always that MediSwitch's obligation to maintain the software shall be limited to, and comprise only the examination and testing of the software and effecting adjustments thereto as necessitated by the normal use of the software in terms of its specifications.

6. MediSwitch or a duly accredited Dealer in MediSwitch products shall:

6.1 give telephone support where the telephone call originates from the User;

6.2 respond to service calls within a reasonable period of time; and

6.3 make upgrades to the software available to the User.

7. MediSwitch warrants that the software will perform substantially in accordance with its published specifications, which the User acknowledges it has received, provided always that the software is used on computer hardware, and in conjunction with an operating system, for which the software is designed.

8. MediSwitch or its accredited Dealer shall not be liable in respect of any defect in the computer hardware or any third-party data used by the User. MediSwitch's only liability

with regard to any malfunctioning of the software will be to use its best efforts to remedy any defect as soon as practically possible. MediSwitch shall, in particular, not be liable for any consequential loss that the User may suffer as a result of any defect in the software or services and its aggregate liability arising from breach of this agreement will, in any event, not exceed the service fee charged by MediSwitch for 1 (one) month.

9. MediSwitch or its accredited Dealer shall not be obliged to maintain the software or perform any other obligation in terms of this agreement at any time other than between 08:00 and 17:00 from Mondays to Fridays, excluding public holidays.

10. All charges by MediSwitch or its accredited Dealer for maintenance or support which are not covered by clauses 5 and 6 above, will be at MediSwitch's or its accredited Dealer's ruling rate for, *inter alia*, labour, material and travelling expenses.

11. Save for the warranty contained in clause 7 above, MediSwitch gives no warranties or makes any representations in relation to the software or services and the User acknowledges that no representations have been made and no warranties given on behalf of MediSwitch.

### OBLIGATIONS OF THE USER

12. The User shall

12.1. provide patients with a copy of the User's account, and ensure that the original medicine and/or treatment prescription (where relevant), duly signed by the User and patient, is at all times available to the destination concerned;

12.2. utilize the services for all destinations;

12.3. follow up with the destination, on a regular basis, on accounts which have not been paid 60 (sixty) days after the service date;

12.4. maintain a system of office management that will allow the routine reconciliation of MediSwitch's back reports with the User's own record of submitted claims, in keeping with the user guidelines published by MediSwitch from time to time.

13. The User is responsible to acquire and maintain, at its cost, its own hardware, software, server/s and communications equipment required to connect to and access the services as well as its own security systems to ensure the integrity of its system.

14. The User shall define his/her own access code in order to access and utilise the services. Such access code may be used by more than one of the User's authorised representatives.

15. The User shall take all steps necessary to procure that only the User and/or the User's authorised representatives shall have access to the access code referred to in clause 14 above. If for any reason the access code is no longer secure or becomes accessible to or falls into the possession of any unauthorised person, the User shall immediately notify MediSwitch thereof, whereupon MediSwitch shall, at the User's cost, replace the access code as soon as is reasonably possible. The User shall be liable for any loss, liability, damage or expense arising out of the unauthorised use of the access code and indemnifies MediSwitch against any claims arising out of such unauthorised use.

### SERVICE FEE

16. In return for the services rendered by MediSwitch in terms of this agreement, the User shall, subject to the provisions set out hereunder, pay MediSwitch a service fee, based on the User's practice type, as laid down in MediSwitch's pricelist:

16.1 MediSwitch may from time to time change the service fee by an amount which is fair and reasonable in view of:

16.1.1. any enhancement of the services that MediSwitch renders to the User; or

16.1.2. any increase in the cost to MediSwitch of providing the services; provided that MediSwitch gives the User 30 (thirty) days' notice of its intention to do so. If the User does not terminate this agreement within the aforesaid notice period of 30 (thirty) days, it shall be deemed to have accepted the increase.

16.2 A minimum monthly fee, based on the User's practice type, as laid down in MediSwitch's pricelist will be charged regardless of whether the User submitted any transactions during the month concerned or not.

16.3 All accounts are payable strictly within 30 (thirty) days from date of statement.

16.4 If it should become necessary for MediSwitch to institute legal proceedings to recover service fees from the User, the User shall be liable for tracing fees, collection commission and legal costs (on the attorney and own client scale) reasonably incurred by MediSwitch.

16.5 Irrespective of the foregoing, MediSwitch shall be entitled to cancel this agreement and terminate its services forthwith if the User should fail to pay the service fee timeously, or if the debit order given by or on behalf of the User is not honoured.

17. MediSwitch is entitled to use data extracted from the MediSwitch system for comparative or commercial purposes as long as the identity of the patient and member is not disclosed.

### MINIMUM CONNECTION REQUIREMENTS

18. The User's computer system shall comply with the minimum specifications as published by MediSwitch from time to time.

### ELECTRONIC REMITTANCE ADVICE AUTHORISATION

19. By indicating on the attached form that remittance advices must be delivered electronically, the user gives consent that Medical Aid Schemes/Pharmaceutical Benefit Management Companies are authorised to supply MediSwitch with electronic remittance advices pertaining to the BHF practice number specified on this form.

19.1. MediSwitch shall not be liable whether in contract, delict or otherwise, for any direct, indirect, special or consequential loss or damage or any loss of profit suffered or sustained by the user as a result of or in connection with the use of or reliance on incorrect data provided by the Medical Aid Scheme/Pharmaceutical Benefit Management Company or the user's omission to inform MediSwitch of any change in the user's details.

19.2. MediSwitch is responsible for the download of eRA files into the relevant mailboxes for access by the user. The user is responsible for the download of the eRA files from the mailboxes.

19.3. The user shall only receive electronic remittance advices from Medical Aid Schemes/ Pharmaceutical Benefit Management Companies with eRA capability, and shall cease to receive printed remittance advices from these Schemes/Companies.

19.4. Only users with the required eRA capable software shall be able to receive eRA's. (List published on [www.mediswitch.co.za](http://www.mediswitch.co.za))

### NON-TRANSFERABILITY

20. The User shall not without the prior written consent of MediSwitch cede, assign, delegate or otherwise transfer its rights in terms of this agreement to any third party nor shall it allow any third party to use the software.

21. The license will *ipso facto* lapse if there is a change in the membership, ownership or control of the User. In such event the User will have to apply for a new licence.

### BREACH

22. In the event that either party commits a breach of any of the terms of this agreement, the other party shall be entitled to cancel it. In this event all monies paid by the User shall be forfeited to MediSwitch and the further use of the software by the User shall immediately cease.

### ENTIRE AGREEMENT

23. The terms and conditions set out above constitute the entire agreement between MediSwitch and the User and replace all previous agreements between the parties.

24. No amendments to this agreement shall be of any force or effect unless reduced to writing and signed by MediSwitch and the User.

### DISPUTE RESOLUTION

25. In the event of any dispute or difference arising between the parties relating to or arising out of this agreement, the parties will immediately meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) working days, the dispute or difference will be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa.