

Terms and conditions of use of the Cape Medical Response (CMR) website, and the CMR Privacy Policy.

Effective 26th August 2026

Terms and conditions of use of the Cape Medical Response (CMR) website.

1. INTRODUCTION AND ACCEPTANCE

1.1 This website (the "Site") is operated by Cape Medical Response CC and CMR Ambulance Services CC (collectively referred to as "CMR", "we", "us", or "our").

1.2 By accessing, browsing, or using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must immediately discontinue your use of the Site.

1.3 These Terms apply specifically to your use of the website interface, informational content, and online forms. Physical membership services, emergency call-outs, and medical standby operations are governed by separate, standalone operational contracts and membership policies.

2. NO MEDICAL ADVICE OR EMERGENCY DISPATCH GUARANTEE VIA SITE

2.1 The content on this site is for general information purposes only. It does not constitute medical advice, diagnosis, or treatment proposals.

2.2 This site is not a channel for dispatching immediate emergency medical help. In the event of a medical emergency, do not use the site or its contact forms. Instead, immediately call the CMR emergency lines on 082 782 4444 or 021 782 4444.

2.3 CMR makes no guarantees that any form submitted via this Site will be reviewed in real-time or within a timeframe sufficient to address urgent medical situations.

3. ONLINE REGISTRATION, APPLICATIONS, AND USER ACCOUNTS

3.1 Users may submit digital applications for household or commercial memberships or apply for dependants via online forms.

3.2 You agree to provide accurate, current, and complete personal information as prompted by our online forms.

3.3 Submission of an online membership application does not automatically guarantee or constitute immediate membership activation. Coverage is explicitly subject to administrative review, verification of geographic boundaries within our South Peninsula operational area, and receipt of full payment.

3.4 You are entirely responsible for maintaining the confidentiality of any account login details or membership portal credentials created on this Site and accept liability for all activities occurring under your account.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 All materials, software, text, graphics, logos, images, audio clips, data, and design arrangements on this Site are the property of CMR or its content suppliers and are protected by South African and international copyright and trademark laws.

4.2 You are granted a limited, revocable, non-exclusive license to view and print pages from this Site for personal, non-commercial use only.

4.3 Any reproduction, modification, distribution, transmission, or commercial exploitation of the Site's content without prior written permission from CMR is strictly prohibited.

5. PRIVACY AND DATA PROTECTION (POPIA COMPLIANCE)

5.1 CMR respects your privacy and is dedicated to protecting your personal information in compliance with the Protection of Personal Information Act, No. 4 of 2013 ("POPIA").

5.2 Personal information, including identification details, medical data, contact metrics, and next-of-kin information gathered via online application forms, will be processed strictly in accordance with our Privacy Policy.

5.3 By submitting data through this Site, you explicitly consent to the collection, processing, cross-referencing, and storage of your information for membership setup, communication, and billing purposes.

6. ACCEPTABLE USE AND PROHIBITED CONDUCT

6.1 You agree to use the Site only for lawful purposes. You are prohibited from:

6.1.1 Introducing viruses, malware, trojan horses, or other malicious software code to the Site.

6.1.2 Attempting to gain unauthorized access to our web servers, databases, or secure systems.

6.1.3 Using automated scrapers, spiders, or bots to harvest data from the Site without explicit consent.

6.1.4 Submitting fraudulent, false, misleading, or abusive information through our contact or application systems.

7. LIMITATION OF LIABILITY AND DISCLAIMERS

7.1 The site and all content, submissions, and services provided through it are offered on an "As is" and "As available" basis without warranties of any kind, either express or implied.

7.2 CMR does not warrant that the site will be uninterrupted, completely secure, error-free, or free of viruses.

7.3 To the maximum extent permitted by Law, CMR, its members, employees, paramedics, and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use or inability to use this site or reliance on any material hosted on it.

8. THIRD-PARTY LINKS AND SERVICES

8.1 This Site may contain hyperlinks to websites managed by third parties, such as payment gateways, marketing vendors, or independent medical equipment partners.

8.2 These links are provided solely for your convenience. CMR does not control, endorse, monitor, or accept liability for the content, privacy policies, or actions of third-party platforms.

9. AMENDMENTS TO TERMS

9.1 CMR reserves the right to modify, adapt, or completely overhaul these Terms at any given time without prior notifications.

9.2 Changes will become immediately effective upon being posted to the Site. Your continued interaction with the Site following updates confirms your legal acceptance of the revised Terms.

10. GOVERNING LAW AND JURISDICTION

10.1 These Terms are governed by, constructed, and enforced exclusively in accordance with the laws of the Republic of South Africa.

10.2 Any dispute arising out of or related to the use of this Site shall be subject to the exclusive jurisdiction of the competent courts located in Cape Town, South Africa.

Continued overleaf ...

11. CONTACT INFORMATION

For questions, administrative requests, or formal inquiries regarding these website Terms, please reach out via:

Physical Address: 106 Kommetjie Rd, Fish Hoek, Cape Town, 7975. Email Address: info@cmr-med.co.za. Administrative Tel: 021 782 0606.

Privacy Policy for the Cape Medical Response (CMR)

Cape Medical Response CC and CMR Ambulance Services CC (collectively referred to as "CMR", "we", "us", or "our") are committed to protecting your privacy and ensuring that your personal information is processed lawfully, fairly, and transparently. This Privacy Policy explains how we collect, use, transparently. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit or interact with our website, including completing online membership applications or submitted inquiries.

1. INFORMATION WE COLLECT

We collect personal information directly from you when you interact with our website. This includes, but is not limited to:

- 1.1 Contact Information: Full name, physical/billing address, phone numbers, and email address.
- 1.2 Membership Application Details: Date of birth, identity (ID) or passport number, medical scheme details, and next of kin / emergency contact names and phone numbers.
- 1.3 Technical & Usage Data: IP addresses, browser types, operating systems, page views, and website navigation patterns collected through cookies and tracking pixels.

2. SPECIAL PERSONAL INFORMATION

As a private emergency medical service, we may occasionally collect health-related or medical information if you submit specific medical queries or detail medical needs during a membership setup. This information is classified as "Special Personal Information" under the Protection of Personal Information Act (POPIA) and is treated with the highest level of confidentiality and strict security controls.

3. HOW WE USE YOUR INFORMATION

We process your personal information to fulfill our legitimate business purposes, including:

- 3.1 Processing and managing your online membership applications and renewals.
- 3.2 Dispatching emergency response services and providing pre-hospital medical care.
- 3.3 Communicating with you regarding administrative updates, invoices, statements, or vital service notices.
- 3.4 Enhancing website functionality and optimizing user experience.
- 3.5 Complying with applicable legal and statutory obligations (such as the National Health Act and the Health Professions Act).

4. DISCLOSURE AND SHARING OF INFORMATION

We do not sell, trade, or rent your personal information to third parties. We may share your information with trusted third parties only under the following circumstances:

- 4.1 Medical Partners & Facilities: With hospitals, doctors, or secondary emergency services when necessary to facilitate your medical transit or emergency treatment.
- 4.2 Service Providers: Third-party operators who provide IT systems, website hosting, secure cloud storage, or payment processing tools. These operators are bound by strict POPIA-compliant data processing agreements.

4.3 Legal Obligation: Where required by law, subpoena, or regulatory bodies monitoring healthcare or emergency services.

5. SECURITY OF YOUR PERSONAL INFORMATION

We implement robust technical and organizational security measures to prevent unauthorized access, loss, misuse, or alteration of your personal data. These measures include secure servers, encrypted data transfer protocol (HTTPS), and restricted access controls for staff.

6. DATA RETENTION

We retain your personal data only for as long as necessary to fulfill the purposes for which it was collected, or as legally mandated by South African healthcare and financial retention laws. Information no longer required is securely deleted or permanently anonymized.

7. YOUR LEGAL RIGHTS

Under POPIA, you have the following rights regarding your personal information:

- 7.1 Access: The right to request confirmation of whether we hold your personal data and to request a copy of that data.
- 7.2 Correction: The right to request that we update, correct, or delete inaccurate or incomplete personal records.
- 7.3 Objection: The right to object to the processing of your data for direct marketing or based on legitimate interests.
- 7.4 Complaints: The right to lodge a complaint regarding our processing activities with the South African Information Regulator.

8. THIRD-PARTY WEBSITE

Our website may contain links to external partner sites (such as the CMR MyCard Loyalty Partners). We are not responsible for the privacy practices or content of third-party websites and advise you to review their specific policies.

9. Contact Us

If you have any questions about this Privacy Policy, wish to exercise your data rights, or need to contact our Information Officer, please reach out to us:

- Cape Medical Response
- Physical Address: Shop 1, Nieuport Building, 9 Recreation Road, Fish Hoek, Cape Town
- Email: sales@cmr-med.co.za / popi@cmr-med.co.za
- Phone: (021) 782-0606