

Website Terms of Use

eyesurgery.co.za • Last updated: 8 October 2026

These Terms of Use apply to your use of www.eyesurgery.co.za ("the website"), which is owned and operated by **Dr Z Aleksic Inc t/a The Eye Surgery** ("the practice", "we", "us"). By using the website you agree to these Terms of Use and to our Website Privacy Policy. If you do not agree, please do not use the website.

1. MEDICAL INFORMATION DISCLAIMER

The information on this website is general information about eye conditions and the treatments offered by the practice. It is **not medical advice** and does not replace a consultation with an ophthalmologist. Every patient is different, and suitability for any treatment, as well as its risks and expected results, can only be determined after a full examination. No doctor-patient relationship is created by using this website or by submitting a contact form.

In an emergency (for example sudden loss of vision, a severe eye injury or chemical exposure), do not use the website's forms or messaging. Go to your nearest emergency unit or call the practice on 021 426 4842.

2. USE OF THE WEBSITE

You may view, download for caching purposes and print pages from the website for your own personal, non-commercial use. You may not:

- republish, sell, rent or sub-license material from the website;
- copy, reproduce or modify material from the website for a commercial purpose;
- use the website in any way that causes, or may cause, damage to it or impairs its availability, or for any unlawful, fraudulent or harmful purpose;
- transmit any virus, malware or other malicious software through the website;
- carry out systematic or automated data collection (such as scraping or data harvesting) on the website without our written consent; or
- use the website to send unsolicited commercial communications.

You may link to the home page of the website, provided that the link is fair and does not suggest any association with, or endorsement by, the practice that does not exist. You may not use the practice's name, logo or trademarks without our written permission.

3. FORMS AND INFORMATION YOU SUBMIT

When you complete a contact form or online patient intake form, you confirm that the information is true and complete, and that it is your own information or that you are authorised to provide it (for example as the parent or legal guardian of a patient under 18). Information you submit is used only as described in our Website Privacy Policy and POPIA Notice. It is not published on the website.

Please do not use contact forms for urgent medical matters. We aim to respond to enquiries within reasonable office hours but cannot guarantee a response time.

4. INTELLECTUAL PROPERTY

Unless otherwise stated, the practice or its licensors own the copyright and other intellectual property rights in the website and its content, including text, images, graphics, logos and videos. All rights are reserved.

5. ACCURACY AND AVAILABILITY

We take reasonable care to keep the information on the website accurate and up to date, but we do not guarantee that it is complete, current or error-free, or that the website will always be available or free of interruptions. Fees, availability of procedures and practitioners' schedules may change without notice; please confirm with the practice.

6. LIMITATION OF LIABILITY

To the extent permitted by law, including the Consumer Protection Act 68 of 2008, the practice will not be liable for any loss or damage arising from your use of, or inability to use, the website or from reliance on its general information. Nothing in these Terms limits any liability that cannot be limited or excluded by law, or any duty of care owed to a patient in the course of medical treatment.

7. THIRD-PARTY WEBSITES

The website may contain links to other websites (for example medical schemes, hospitals or professional bodies). We are not responsible for their content or privacy practices, and a link does not mean that we endorse them.

8. ELECTRONIC COMMUNICATIONS

When you visit the website or e-mail us, you communicate with us electronically, and you agree that notices and communications we send you electronically satisfy any legal requirement that they be in writing, as provided for in the Electronic Communications and Transactions Act 25 of 2002. Please note that e-mail and online messages are not completely secure; avoid sending sensitive medical information unless we ask for it.

9. CHANGES TO THESE TERMS

We may update these Terms of Use from time to time. The version published on the website, with its "last updated" date, applies from the date of publication.

10. GOVERNING LAW

These Terms of Use are governed by the laws of the Republic of South Africa. If any provision is found to be invalid or unenforceable, the remaining provisions remain in force. Any dispute will be subject to the jurisdiction of the South African courts, without limiting any rights you may have under the Consumer Protection Act.

11. WEBSITE OWNER DETAILS

- **Full name:** Dr Z Aleksic Inc t/a The Eye Surgery (personal liability company)
- **Registration number:** 2026/381172/21 | **Practice number:** 2604426
- **Director:** Dr Zoran Aleksic, Ophthalmologist, HPCSA registration no. MP0378143

- **Physical address:** Suite 701, 7th Floor, The Point Mall, 76 Regent Road, Sea Point, Cape Town 8005
- **Branch:** Room 11, Life West Coast Hospital, 22 Voortrekker Road, Vredenburg 7380
- **Telephone:** 021 426 4842 | **E-mail:** info@eyesurgery.co.za
- **Professional body:** Health Professions Council of South Africa (HPCSA)

Website Privacy Policy

eyesurgery.co.za • Last updated: 8 October 2026

Dr Z Aleksic Inc t/a The Eye Surgery ("the practice", "we", "us") is committed to protecting your privacy in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). This policy explains how we handle personal information collected through this website. How we handle patient information more generally is set out in our **POPIA Notice** and **PAIA Manual**, both available on this website and at the practice.

1. WHAT INFORMATION WE COLLECT

- **Contact and enquiry forms:** your name, contact details and the content of your message.
- **Online patient intake forms:** your personal details (e.g. name, ID number or date of birth, contact details, address), medical aid details, next-of-kin details and **health information** such as your medical history, medication and allergies. Health information is special personal information under POPIA and is handled with additional care.
- **Website usage information:** your IP address, browser type, device, pages visited, referral source and approximate location, collected through cookies (see section 5).
- **Any other information** you choose to send us, e.g. by e-mail or through the practice's WhatsApp link.

If you submit information about another person (for example your child or a family member you are booking for), you confirm that you are authorised to do so. Patients under 18 must have their forms completed by a parent or legal guardian.

2. HOW WE USE YOUR INFORMATION

- to respond to your enquiries and complaints;
- to register you as a patient, prepare for your appointment and include the information in your patient record;
- to contact you about your appointment, quotation or account;
- to send you practice news or information **only if you have opted in**; you can unsubscribe at any time; and
- to keep the website secure, prevent fraud and understand how the website is used so that we can improve it.

We process health information submitted through intake forms on the basis that it is necessary for your medical care and with your consent, as permitted by POPIA. We do not sell your information, and we do not share it with third parties for their direct marketing.

3. WHO WE SHARE IT WITH

Website submissions are received by the practice and, where needed, captured in our practice management system. We share information only as necessary with: our website hosting, e-mail, cloud storage and practice software providers, who process it on our behalf under agreements requiring confidentiality and security; and others involved in your care or account, as described in our POPIA Notice. We may also disclose information where the law requires it, or to establish, exercise or defend our legal rights.

4. WHERE YOUR INFORMATION IS STORED

Our website is hosted by a third-party website platform, and form submissions and analytics data are stored on its servers, which may be located outside South Africa. Some of our other service providers (e.g. e-mail and cloud storage) also store information outside South Africa. We only use providers that are subject to data-protection laws or binding agreements that give protection substantially similar to POPIA, as required by Section 72 of POPIA. Once captured in your patient record, intake form submissions are deleted from the website platform.

5. COOKIES

Cookies are small files stored on your device by your browser. The website uses:

- **essential cookies**, needed for the website and its forms to work securely; and
- **analytics cookies** (Google Analytics and the website platform's own visitor analytics), which produce statistical reports about how visitors use the website. These reports do not identify you by name.

You can accept or decline non-essential cookies through the cookie banner on the website, and you can delete or block cookies in your browser settings. Blocking essential cookies may affect how the website works.

6. SECURITY

We take reasonable technical and organisational measures to protect your information against loss, misuse and unauthorised access, including encrypted (HTTPS) form submission, restricted and password-protected access to form submissions, and confidentiality undertakings signed by all staff. However, no transmission over the internet is completely secure, so please avoid sending sensitive medical information by ordinary e-mail or message unless we ask for it.

7. HOW LONG WE KEEP IT

Enquiries are kept for as long as needed to deal with them and for a reasonable period afterwards. Information that becomes part of your patient record is kept for the periods required by law and HPCSA guidelines (at least 6 years after the record becomes inactive, and longer for minors). Analytics data is kept in line with the analytics provider's retention settings.

8. YOUR RIGHTS

Under POPIA you have the right to:

- ask whether we hold personal information about you and request a copy of it (a prescribed fee may apply for copies, in terms of PAIA; confirmation of whether we hold your information is free);
- ask us to correct, update or delete your information;
- object to the processing of your information, and withdraw your consent at any time;
- opt out of any marketing communications; and
- lodge a complaint with the Information Regulator.

We will ask for proof of identity before releasing or changing any information. Requests can be made to our Information Officer, using the contact details below.

9. CHANGES TO THIS POLICY

We may update this policy from time to time. The latest version will always be published on this website, with its "last updated" date.

10. CONTACT US

- **Information Officer:** Dr Zoran Aleksic
- **E-mail:** info@eyesurgery.co.za | **Telephone:** 021 426 4842
- **Address:** Suite 701, 7th Floor, The Point Mall, 76 Regent Road, Sea Point, Cape Town 8005

Information Regulator: POPIAComplaints@inforegulator.org.za | 010 023 5200 |
www.inforegulator.org.za