

WHATSUPDOCTOR

WhatsUpDoctor is medical service run on the popular WhatsApp communication application. This service provides a platform that connects the patient with the a qualified medical practitioner in order to promote easier to access basic medical care. WhatsUpDoctor aims to provide users with a platform to receive medical services by registered medical practitioners, for the purposes of seeking advice, issuing prescriptions or referrals to a special investigation or face to face consultations where needed.

Anyone who makes use of the WhatsUpDoctor service agreed to the terms and conditions of the platform, as detailed hereinbelow.

TERMS AND CONDITIONS

1 1. Acceptance of Terms

1.1 These Terms of Use ("**Terms**") are a binding legal agreement between you and WhatsUpDoctor. ("**WhatsUpDoctor**," "**we**," "**us**," or "**our**"). "**User**," "**you**" and "**your**" refer to the individual or entity that uses the websites, platforms, and other offerings from WhatsUpDoctor (collectively, the "**Platform**"). "**Customer**" refers to the person who asks a question on the Platform. "**Expert**" refers to the person who answers a question on the Platform. Customers and Experts together are "**Users**". Except to the extent that your capacity as an Expert (or in an application to act as an Expert), is governed by the Expert Agreement, these Terms govern your use of the Platform.

1.2 By using or otherwise accessing the Platform or clicking to accept or agree to these Terms, you (1) accept and agree these Terms and (2) consent to the collection, use, disclosure and other handling of information as described in our POPI & Privacy Policy, and (3) agree to comply with all rules, policies, and disclaimers posted on the Platform or about which you are notified.

1.3 All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Platform in any manner, and each of your heirs, assigns, and successors. If you use the Platform on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity, its directors, officers, employees, and agents.

2 Terms of Use

2.1 Please read these Terms carefully before using the Services. By accessing and using our Site, you are agreeing to these legally binding these Terms of Use, including the

mandatory arbitration provision. If you do not agree to be bound by these terms, you may not access or use the Site or the Services.

- 2.2 WhatsUpDoctor owns and operates the Platform and to facilitate access to virtual healthcare services and secure messaging from registered medical practitioners (the “**Experts**”) to Customers through the Platform (collectively, the “**Services**”).
- 2.3 WhatsUpDoctor is not intended for use in the event of an emergency or other urgent situations.
- 2.4 Information provided by a User could be shared with and used by any Expert on the Platform, to provide the User with appropriate medical or health care.

3 **Healthcare Services**

- 3.1 WhatsUpDoctor itself does not provide medical advice or care. WhatsUpDoctor offers an online communication platform for independent Experts and Customers to connect via the Platform and facilitates communication between Customers and Experts.
- 3.2 WhatsUpDoctor contracts with independent Experts who provide online clinical services. The Experts are independent of WhatsUpDoctor and merely use the Platform as a way to communicate with the Customers. The Experts, and not WhatsUpDoctor, are responsible for the quality and appropriateness of the care they render to you. Any information or advice received from an Expert comes from them alone.
- 3.3 The Experts may, from time to time, render certain functions to Customers following their interaction through the Platform, which functions shall include, but not be limited to, referrals to specialist medical practitioners, chronic medication authorisations, virtual consultations *et cetera* (“**Expert Functions**”).
- 3.4 Neither WhatsUpDoctor nor any third party who promotes the Platform or provides you with a link to the Platform, shall be liable for any professional advice you obtained from an Expert via the Platform, nor for any information obtained on the Platform, nor any consequence of Expert Functions rendered by the Expert to the Customer. You acknowledge that your reliance on any Expert, their Expert Functions or information delivered by the Expert via the Platform is solely at your own risk and you assume full responsibility for all associated risks.
- 3.5 The content of the Platform, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or

recommendations of any kind by WhatsUpDoctor. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. While WhatsUpDoctor facilitates your selection of, and communications with, Experts, WhatsUpDoctor does not provide medical services, and the doctor-patient relationship is between you and your healthcare provider. The services and information provided by WhatsUpDoctor, are intended to be for general information purposes only.

4 **Risks of Telehealth Services**

- 4.1 By using the Services, you acknowledge the potential risks associated with telehealth services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Expert; delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

5 **Privacy Practices**

- 5.1 The WhatsUpDoctor **Privacy Policy** explains how we treat your information and protect your privacy. By accessing or using the Platform or Services, you agree that information provided by you in connection with the Services and Site will be governed by the Privacy Policy.

6 **Eligibility to Use the Site**

- 6.1 The Platform and Services are only for users of the age of 18. If you are under the age of 18, or are a minor under applicable law, please do not attempt to register with us at this Platform or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please contact us at info@whatsupdoctor.co.za.
- 6.2 Specifically, to be eligible to use the Platform, you must meet the following criteria and, by agreeing to these Terms, represent and warrant that you: (a) are 18 years of age or older; (b) are a legal resident of South Africa; (c) have not been previously suspended or removed from the Platform, or engaged in any activity that could result in suspension or

removal from the Platform; (d) will only maintain one Account at any given time; and (e) have full power and legal authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party, and will comply with these Terms at all times.

- 6.3 You may request a service and provide personal information on behalf of a minor, younger than 18 years of age, or a dependant.

7 Fees, Refund and Cancellation Policy

7.1 Consultation, Prescription and Platform Fees

7.1.1 In return for the use and access of the Platform to receive the Services of an Expert, the Customer will be required to pay the prescribed fee as amended from time to time (the “**Fees**”).

7.1.2 Payment is processed through secure third-party payment gateway services or direct electronic transfer.

7.1.3 Customers with medical aid coverage may be able, or give the Expert permission, to claim the cost of the services through their medical aid scheme, however any failure in this regard shall not absolve the Customer of their liability to make payment of any Fees incurred on their behalf.

7.1.4 Customers acknowledge and accept that the Fees are payable as a flat rate for the Services and use of the Platform. While the Fee includes the cost of any prescription issued by the Expert, this Fee will not be reduced should a prescription not be issued.

7.1.5 Experts are not required to pay a fee for the use and access of the Platform, unless specifically agreed to from time to time (the “**Fees**”).

7.2 Cancellation and Refunds

7.2.1 Under certain circumstances, a Customer may be eligible for a full refund of their Fee payment, including situations where Services were not rendered despite payment being made.

7.2.2 Any refund request must be submitted within 7 days of payment for consideration.

7.2.3 An approved refund request will result in a full refund of the paid Fees within 7 working days from approval thereof.

8 Prohibitions

8.1 As a User of the Platform, you agree that you will not use the Platform for purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by WhatsUpDoctor. By way of example, and not as a limitation, you agree not to:

- Directly or indirectly manipulate, undermine, or disrupt the integrity of any User or other feedback ratings, reports, or systems on the Platform, including, but not limited to, filing false reports about other Users;
- Establish a professional-client relationship on the Platform;
- Use the Platform for purposes of plagiarism in any context or in cheating in the academic setting;
- Use any automated programs to automatically lock questions that are posted on the Platform
- Create multiple Accounts on the Platform;
- Use another User's account to access the Platform;
- Use methods to disguise your location or otherwise circumvent WhatsUpDoctor's tools to secure the Platform;
- Directly or indirectly submit any Posts linking to affiliate programs, multi-level marketing schemes, or off-topic content;
- Violate any national, provincial, or local law, statute, ordinance, regulation, or ethical code;
- Engage in any behaviour that is defamatory, unlawfully threatening or unlawfully harassing;
- Submit any content containing any viruses, Trojan horses, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Except as expressly authorized by WhatsUpDoctor, solicit or otherwise request personal information from Users other than information strictly necessary to use the Platform for purposes of the Platform;
- Scrape, access, monitor, index, frame, link, or copy any content on the Platform by accessing the Platform in an automated way, using any robot, spider, scraper, web crawler, or using any method of access other than manually accessing the publicly-available portions of the Platform through a browser or accessing the Platform through any approved mobile application, application programming interface, or client application;
- Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Platform;

- Violate the restrictions in any robot exclusion headers of the Platform, if any, or bypass or circumvent other measures employed to prevent or limit access to the Platform;
- Submit any Posts that advocate illegal activity or discuss illegal activities with the intent to commit them;
- Engage in any activity that could cause us to violate any applicable law, statute, ordinance, or regulation;
- Resell or make any commercial use of our system or the content on the Platform, including personal information, without our prior written consent;
- Provide information on any other websites about WhatsUpDoctor, unless you expressly state that your statements are not made on behalf of and have not been approved by WhatsUpDoctor;
- Falsely imply WhatsUpDoctor endorsement, partnership, or otherwise mislead others as to your affiliation with WhatsUpDoctor;
- Use the Platform in a way that violates or facilitates violations of these Terms, any other agreement or guidelines that govern use of the Platform or attempt to do any of the foregoing directly or indirectly.
- Recruit, solicit, or contact in any form Experts or Customers for employment or any other use not specifically intended by the Platform;
- Advertise or solicit an expertise not related to or appropriate for the Platform including, but not limited to promotes or offers Ponzi schemes, junk mail, spam, chain letters, pyramid schemes, affiliate marketing or unsolicited commercial content, discount cards, credit counselling, online surveys or contests, raffles, prizes, bonuses, games of chance or giveaways; and
- Access the Platform or content in order to build a similar or competitive website, product, or service.

8.2 As a User you understand that violation of these rules or Terms more generally may result in the termination of your Account. You acknowledge and agree that WhatsUpDoctor may remove any Posts and terminate any Account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to Posts). WhatsUpDoctor further reserves the right to report unlawful activity to law enforcement or other regulatory authorities.

8.3 You further understand that WhatsUpDoctor has the right, but does not have any obligation, to monitor the use of the Platform and verify information provided by our Users.

9 **Consent to Receive Electronic Communications**

- 9.1 By creating an Account, you consent to receive electronic communications from us as requested. These communications may include notices about your Account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. We also may send you informational communications via push notifications, including, but not limited to, notifications about care plans, progress tracking, prescription fulfillment, appointment reminders, etc. You may disable these notifications directly through your tablet or mobile device settings. Please note that if you choose to stop receiving these push notifications from us you may not receive important and helpful information and reminders about your progress and treatment. We also may send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving promotional emails at any time by following the unsubscribe instructions provided in the email.
- 9.2 By providing your phone number to us through the Site, you consent to be contacted by or on behalf of WhatsUpDoctor at the number you have provided, including calls and/or text messages regarding the Services. Message and data rates may apply.

10 **Intellectual Property**

- 10.1 The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are the property of WhatsUpDoctor, or its licensors or suppliers, as applicable, and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- 10.2 You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, create derivative works of, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of WhatsUpDoctor trademarks, service marks, and logos are strictly prohibited without the prior written permission of WhatsUpDoctor.

11 Links to Other Sites

- 11.1 WhatsUpDoctor makes no representations whatsoever about any other website that you may access through this Platform. When you access a non- WhatsUpDoctor site, please understand that it is independent from WhatsUpDoctor, and WhatsUpDoctor Galileo has no control over the content on that website. In addition, a link to a non- WhatsUpDoctor website does not mean that WhatsUpDoctor endorses or accepts any responsibility for the content, or the use, of the linked site. Your use of third-party web sites is at your own risk and subject to the terms and conditions of use for such sites.

12 Dispute Resolution

- 12.1 In the event of there being any dispute or difference between the Parties arising out of the Use of the Platform, the said dispute or difference shall on written demand by any Party be submitted to arbitration in accordance with the AFSA rules, which arbitration shall be administered by the Arbitration Foundation of Southern Africa (“**AFSA**”).
- 12.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.
- 12.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 12.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 12.5 Any arbitration in terms of this clause (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute

submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

- 12.6 This clause will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 12.7 The Parties agree that the written demand by a party to the dispute in terms of clause 12.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 68 of 1969.

13 **Disclaimer of Warranties**

- 13.1 WHATSUPDOCTOR DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. THIS PLATFORM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. WHATSUPDOCTOR DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE PLATFORM. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES.
- 13.2 YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS PLATFORM, SITE-RELATED SERVICES, AND LINKED WEBSITES. WHATSUPDOCTOR DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY.
- 13.3 WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY WHATSUPDOCTOR ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED BY WHATSUPDOCTOR OR THIRD PARTIES WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES. WHATSUPDOCTOR DOES NOT GUARANTEE THAT THROUGH USE OF OUR SERVICES ANY PRESCRIPTIONS WILL BE WRITTEN FOR YOU.

WHATSUPDOCTOR EXPERTS DO NOT PRESCRIBE CONTROLLED SUBSTANCES, SUCH AS THOSE CONTAINING OPIOIDS OR AMPHETAMINES. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE USE OR MISUSE OF THE PRODUCTS OBTAINED THROUGH OUR PLATFORM MAY RESULT IN UNDESIRABLE OR UNEXPECTED CONSEQUENCES. WHATSUPDOCTOR DOES NOT ACCEPT ANY LIABILITY FOR THE CONSEQUENCES ARISING FROM THE APPLICATION, USE, OR MISUSE OF ANY PRODUCTS OR SERVICES CONTAINED ON OR MADE AVAILABLE THROUGH THE PLATFORM, INCLUDING ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY AS A MATTER OF NEGLIGENCE, OR OTHERWISE, INCLUDING YOUR FAILURE TO COMPLY WITH ANY WARNING LABELS ATTACHED TO THE PRODUCTS.

14 Limitation of Liability Regarding Use of Site

14.1 EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:

14.1.1 WHATSUPDOCTOR SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THE EXPERTS. WHATSUPDOCTOR AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PLATFORM, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE PLATFORM, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.1.2 YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF WHATSUPDOCTOR TO YOU WITH RESPECT TO YOUR ACCESS OR USE OF THIS PLATFORM OR ANY CONTENT OR MATERIALS THEREIN SHALL NOT EXCEED THE GREATER OF (I) THE FEES YOU PAID TO WHATSUPDOCTOR IN THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE, OR (II) R1000 (ONE THOUSAND RAND). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT

PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

15 Indemnification

15.1 You agree to defend, indemnify, and hold harmless the WhatsUpDoctor from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Platform, Services or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to WhatsUpDoctor or any Provider or customer service agent; and/or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Platform, Services, or any information on the Site, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

16 Right to Modify Terms of Use

16.1 WhatsUpDoctor may change, add, or delete portions of these Terms at any time on a going-forward basis. If we make material changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Platform or updating the "Last Updated" date at the beginning of these Terms.

16.2 Continued use of the Platform and/or Services following such notice will indicate your acknowledgment of such changes and agreement to be bound by the revised Terms, including such changes. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Platform. In the event that any of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such term will be limited or eliminated to the minimum extent necessary so that these Terms otherwise remain in full force and effect. These Terms constitute the entire agreement between WhatsUpDoctor and you pertaining to the subject matter hereof.

17 General

17.1 *Applicable Laws.* This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

17.2 *Entire Agreement.* These Terms (and any additional terms, contracts, rules, and conditions that WhatsUpDoctor may post on the Platform), the Privacy Policy, and, if applicable, the Expert Agreement constitute the entire agreement between you and

WhatsUpDoctor with respect to the Platform and supersede any prior agreements, oral or written, between you and WhatsUpDoctor. For those Users who have become Experts, nothing in this Agreement supersedes the terms of the Expert Agreement, and in the event of a conflict between this Agreement (or later versions of this Agreement) and the Expert Agreement, the terms of the Expert Agreement shall prevail. This Agreement, the Privacy Policy, and disclaimers will prevail over FAQs, and other rules and policies on the Platform.

- 17.3 *Waiver and Severability.* If any provision(s) of the Terms is held by an arbitrator or court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. WhatsUpDoctor failure to exercise or enforce any of the Terms shall not constitute a waiver of WhatsUpDoctor right to exercise or enforce the Terms as to the same or another instance.
- 17.4 *Assignment.* You agree that WhatsUpDoctor may assign the Terms to any other entity of its choosing, with or without notice to you. You may not assign the Terms to any other party for any reason, including, but not limited to, because your interaction with other Users of the Platform, the pricing offered, and fraud mechanisms in place are based upon individual usage.
- 17.5 *Notice.* WhatsUpDoctor may give notice by any means of communication reasonably anticipated to notify you of the information provided. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. By way of example only, such communication may be a general notice on the Platform or via email to the email address listed on your Account. It is your obligation to update your Account information so that we may contact you as may be necessary.