

TERMS AND CONDITIONS

MediGuide International LLC including its group entities/affiliates ("**MediGuide**" or "**Us**" or "**We**"), offers online Telehealth services enabling our members ("**Members**") to obtain medical and healthcare services ("**Services**") and engage healthcare professionals ("**Healthcare Professionals**"). The following terms and conditions ("**Terms and Conditions**") apply to **MediGuide Telehealth Platform and Application** ("**Platform**" and "**Application**") provided by us, and such Terms and Conditions together with Privacy Policy, incorporated herein by reference, constitute the complete agreement ("**Agreement**") between you and MediGuide in connection with your use of the Platform and Application and the Services under the Platform and Application.

1. THE SERVICES

The Healthcare Professionals who deliver Services through MediGuide are independent professionals practicing within a group of independently owned professional practices. We do not practice medicine or any other licensed healthcare profession, and do not interfere with the practice of medicine or any other licensed profession by Healthcare Professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither MediGuide nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice you obtain from a Healthcare Professional via the Services/Platform and Application.

2. SCOPE OF TERMS AND CONDITIONS

Please carefully go through "**Terms and Conditions**") before you decide to access and use the Platform and Application or avail the various services made available on the Platform and Application by MediGuide.

- a. This Agreement defines the terms and conditions under which you are allowed to use the Platform and Application and its services and describes the manner in which we shall treat your account while you are registered as a Healthcare Professional/member with us.
- b. Accessing/downloading the Platform and Application and use of any of the services on the Platform and Application constitutes your irrevocable acceptance of these Terms and Conditions and you expressly agree to these Terms and Conditions and *Privacy Policy*.
- c. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Platform and Application to avail the Services. By availing any Service, you signify your acceptance of the terms and conditions of this Agreement.
- d. We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, your use of the Platform and Application following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Your access to use of the Platform and Application and its services will be solely at the discretion of MediGuide.
- e. You will be responsible for any costs incurred with your mobile service provider and/or your Internet Service Provider for installing and using the Platform and Application, including downloading any information that populates the Platform and Application. Health care providers and members shall take extra precaution when PHI through the Platform and Application is downloaded to their personal/ work computer and/or mobile device(s). Health care providers shall install remote wipe software on such devices to erase PHI in case the device is lost or stolen, password protect such device(s), and review data stored on any device used to access the Platform and Application prior to the device being discarded. Health care providers shall also enable all available encryption and privacy modes when using the Platform and Application. Members should also consider implementing the aforementioned safeguards.

3. USER ACCOUNTS

When you register on the Platform and Application, you are required to create an account ("**Account**") by entering your name, email address, password and certain other information collected by MediGuide (collectively "**Account Information**"). You agree that the Account Information that you provide to us at all times, including

during registration and in any information you upload to the Platform and Application, will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone, or create more than one Account. You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. Should you have the suspicion that your Member Account may have been misused, you agree to inform us of this immediately by contacting us. You shall not use anyone else's account at any time. MediGuide reserves the right to take any action, as it deems necessary or reasonable, regarding the security of the Platform and Application and your Account Information. In no event and under no circumstances shall MediGuide be held liable to you for any liabilities or damages resulting from or arising out of your use of the Platform and Application, your use of the Account Information or your release of the Account Information to a third party.

4. ACCESS RIGHTS

We hereby grant to you a limited, non-exclusive, nontransferable right to access the Application and use the Services solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us ("**Access Rights**"). We reserve the right, in our sole discretion, to deny, terminate, or suspend use of the Application or Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Application or Services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Application or Services; (d) distribute viruses or other harmful computer code through the Platform and Application; or (e) otherwise use the Services or Platform and Application in any manner that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with Healthcare Professionals through the Platform and Application and to refrain from contacting Healthcare Professionals for telehealth services outside of the Platform and Application. We strongly recommend that you do not save/ store your Account password through your web browser or other software.

5. LIMITATION OF LIABILITY

- a. In no event, including but not limited to negligence, shall MediGuide, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Platform and Application or the content, materials and functions related thereto, the Services, Healthcare Professionals' and Members' provision of information via the Platform and Application, even if such Protected Entity has been advised of the possibility of such damages.
- b. MediGuide shall not have liability of any sort arising out of acts of any Healthcare Professional arising from any injury to Member or as a result of any claim of medical malpractice or similar circumstance.

6. INDEMNIFICATION

MediGuide shall not be liable for any damages resulting from false or incomplete information given by the Healthcare Professional and Member, including but not limited to health data. The Healthcare Professionals and Members are solely responsible for the data's correctness and timeliness that they provide. In the event that claims, damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) are made against MediGuide by any third party because of the absence of correctness or timeliness of the Healthcare Professional's and Member's data and information, the respective Healthcare Professional and Member undertake to fully indemnify MediGuide.

7. DISCLAIMERS

- a. The information provided on the Platform and Application does not constitute or construe the practice of any medical, nursing or other professional health care advice, diagnosis or treatment.
- b. None of the content or services offered through this Platform and Application represents or warrants that any particular service, opinion, or product is safe, appropriate or effective for you.
- c. If a Member opts for any kind of medical consultation services provided by any Healthcare Professional, he/she shall use or avail such services at his/her own discretion and it shall be his/her sole decision or action to rely on any kind of health diagnosis or advice made by health practitioner or doctor provided or arranged by MediGuide.
- d. We use utmost care to ensure that all the information made available on our Platform and Application is true, accurate, correct and complete in all respects. MediGuide and all officials engaged in generation of content on the Platform and Application disclaim any liability to the fullest extent permitted by law in terms of correctness, timeliness, accuracy, reliability or completeness of the provided information.
- e. In addition, MediGuide does not guarantee that use of Platform and Application will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, viruses, and you understand that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output.
- f. You expressly agree that use of the Platform and Application or services is at your sole risk. Both the Platform and Application and services are provided on an "as is" and "as available" basis. MediGuide expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any warranties of merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, quiet enjoyment, value, accuracy of data and system integration.
- g. MediGuide is not responsible for any interactions with Healthcare Professionals

8. INTELLECTUAL PROPERTY

MediGuide is the sole and exclusive owner of the Platform and Application, including any and all copyright, patent, trademark, trade secret and other ownership and intellectual property rights, in and to the Platform and Application and any related materials and documentation. No title or ownership of the Platform and Application or any portion thereof is transferred to you hereunder. MediGuide reserves all rights not expressly granted hereunder. You agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Platform and Application or available on the Platform and Application.

9. CONFIDENTIALITY, DATA SECURITY AND PRIVACY

a. Data Privacy and Protection

- i. Even though online Platforms and Applications potentially introduce privacy risks, we take the protection of your privacy and personal data (hereinafter referred to as “**Personal Data**”) very seriously and will treat your Personal Data as confidential and in accordance with all applicable statutory data protection regulations and this data protection guideline.
- ii. Please read our *Privacy Policy* to understand how, and for what purposes, we collect and use your information to provide you with the best possible service.
- iii. You hereby grant us the perpetual, worldwide, transferable, and sub licensable right to use data, which we have anonymized in line with applicable data protection law, in any manner, whether currently known or unknown.

- iv. You acknowledge and accept that we own all right, title and interest in and to any data derived by us from such anonymized data.

b. Server Security and Privacy

- i. All your data will be hosted on GDPR and HIPAA compliant servers. All the commercially reasonable standards customarily in place in the industry, for usage, back-up storage and security for all electronic data and other information shall be maintained at all times.
- ii. We shall establish and maintain all the reasonable electronic and physical safeguards against unauthorized access, destruction, loss, accidental or unauthorized deletion, disclosure or alteration of any personal data or confidential information under applicable GDPR and HIPAA regulations.
- iii. While we shall maintain reasonable standards of data security and safeguards, we shall not be held liable for any data breach or leakage occurred due to the circumstances beyond our control or anything which is not intentional or negligent. We shall not be responsible for the issues on the part of the manufacturers/providers of the servers and third parties outside our control.
- iv. Software and Server Maintenance activities may be carried out by us or a third party we designate for the Platform and Application as indicated by the server manufacturer or provider. However, it should be noted that while some routine and scheduled maintenance may be carried out, there may be some downtime, outages or service disruptions in the software or Platform and Application for usage which is beyond our control.

10. GENERAL TERMS

A. Termination

If you violate any of these Terms and Conditions, your ability to use the Platform and Application and services will be terminated. MediGuide may, in its sole discretion, terminate your access to the Platform and Application, or any portion thereof, for any reason whatsoever without prior notice. Further, MediGuide shall not be liable to you or any third party for any such termination or discontinuance. You may terminate these Terms and Conditions by ceasing to access and use the Platform and Application. Upon any termination of these Terms and Conditions you must immediately cease use of the Platform and Application. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination and warranties and indemnities shall survive any termination of these Terms and Conditions.

B. Changes to these Terms and Conditions

MediGuide has the right to amend, adapt or supplement the present Terms and Conditions from time to time. The current version of the Terms and Conditions can be found on our Platform and Application.

If you do not agree to any or all of the changes made by us to these Terms and Conditions of Use, you may cease using Platform and Application and our services with immediate effect.

C. Relationship

The relationship of the parties shall be that of independent contractors and not of employment, partnership, or joint venture, unless expressly provided otherwise. Neither party shall have, nor represent that it has, any right

or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided.

D. Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable, or sub-licensable by you except with MediGuide's prior written consent. MediGuide may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

E. Time Limitations

Any and all legal actions and claims arising under the use of services of this Platform and Application shall be barred unless written notice thereof is received by MediGuide within one (1) year of the date of the event giving rise to such action or claim. In no case whatsoever shall MediGuide be liable for any Claim under the use of Platform and Application, which have been made after expiry of above limitation period and then any such claim/legal action shall for all purposes be deemed to have been abandoned and any damages or relief shall not thereafter be recoverable.

F. Severability

If any provision of these Terms and Conditions is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions.

G. Force Majeure

It is accepted and acknowledged that MediGuide shall not be liable for any loss or damage caused to the Policy Holder as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, pandemics, civil disturbances, actions or decrees of governmental bodies, actions of subcontractors, communication line failures (which are not caused due to the fault of MediGuide), or any other delay or default or deficiency or failure which arises from causes beyond MediGuide's reasonable control ("Force Majeure Event"). In the event of any Force Majeure Event arising, MediGuide, depending on whose performance has been impacted under the Terms and Conditions, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

H. Governing Law

This Agreement shall be construed and governed by the substantive laws of The State of Delaware, United States of America. If there is a dispute between the Parties as to matters covered by this Agreement, or the validity, enforceability or interpretation thereof (each, a "Dispute") the Dispute shall be submitted to a competent court in The State of Delaware, United States of America to resolve the dispute, if any, amicably.

I. Contact Information

If you have any questions concerning MediGuide, the Platform and Application, this Agreement, the Services, or anything related to any of the foregoing, MediGuide can be reached at the following email address: mediguide@mediguide.com or via the contact information available from the following link: www.mediguide.com.

