

User Terms for Humanitarian Assistance

We are **VIVEO Health India Private Limited**, registry code U72900MH2020FTC347036, address O-1101 Bhoomi Park Phase 3 Bafhira Nagar, Malwani NR Fore Brigade Malad (W), Mumbai, Mumbai City, Maharashtra, India, 400095 (hereinafter as: “**VIVEO**” or “**we**”). We operate the website <https://viveohealth.com> and its subdomains (hereinafter collectively the “**Portal**”).

Through the Portal, we aim to provide our customers access to health related humanitarian assistance for Ukrainian people still residing in the territory of Ukraine (including Crimea, Lugansk and Donetsk area) as described in these terms of assistance (hereinafter as: “**Terms of Assistance**”) and in the Portal.

The Terms of Assistance apply to all persons who use the Portal. The term “**you**” or “**user**” refers to a natural person, also a patient or a doctor who has entered into the agreement with VIVEO.

By accepting these Terms of Assistance and/or by using the Portal, you confirm that you have carefully read and understand these Terms of Assistance and that you agree to be bound by the Terms of Assistance.

Once accepted by you, the Terms of Assistance form a legally binding contract between you and VIVEO for using the Portal for humanitarian assistance (hereinafter the “**User Agreement**”).

For the purposes of providing humanitarian assistance, no contract is concluded between a patient and a doctor. Humanitarian assistance is provided free of charge. Doctors providing humanitarian assistance are not acting within the framework of their professional activity and therefore shall not bear any liability

1. Nature of the humanitarian assistance

- 1.1. VIVEO provides access to the Portal which facilitates the provision of humanitarian assistance through online health care. For the users of the Portal VIVEO only provides access to possibilities to offer and use the humanitarian assistance, without being a healthcare service provider itself.
- 1.2. VIVEO provides access for the purposes of providing humanitarian health care assistance only through the Portal (hereinafter the “**Telemedicine**”).
- 1.3. VIVEO provides access to health care assistance only in areas and within the scope possible through Telemedicine. Emergency medical assistance cannot be provided through Telemedicine.

2. Accessing humanitarian assistance

- 2.1. For accessing humanitarian assistance via the Portal, the user shall give VIVEO all the requested information and accept current User Agreement. The

user shall be responsible for maintaining the confidentiality of his/her log-in details.

- 2.2. VIVEO has the right to not provide access to humanitarian assistance, for example, and not limited to, in the following cases:
- (a) the user requests access to the provision of humanitarian assistance under conditions contrary to the applicable laws or this User Agreement;
 - (b) the user commits a breach of his/her own obligations arising from this User Agreement, VIVEO's internal rules, applicable laws or regulations;
 - (c) the humanitarian assistance sought by the patient is not necessary;
 - (d) the provision of humanitarian assistance entails a greater risk to the life and health of the patient than the omission of humanitarian assistance;
 - (e) the user is under the influence or is thought to be under the influence of alcohol or narcotic drugs;
 - (f) the doctor is unable to communicate with the patient in a language which he/she understands and an interpreter cannot be involved;
 - (g) the patient or a person close to them is rude to the humanitarian assistance provider or subjects them to verbal or physical abuse;
 - (h) doctor does not have competence to provide the specific health related humanitarian assistance.

3. Rights granted to the user & restrictions on use

- 3.1. The user is not allowed to commercialise in any way the software or other features provided via the Portal.
- 3.2. It is prohibited to:
- (a) use the Portal for any unlawful purpose;
 - (b) solicit others to perform or participate in any unlawful acts;
 - (c) violate any international or local regulations, rules and laws;
 - (d) harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability;
 - (e) submit any false or misleading information;
 - (f) upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Portal;
 - (g) transfer your account to another party.

4. Liability

- 4.1. VIVEO or the doctor providing humanitarian health assistance does not guarantee the improvement of the patient's health and is also not liable for any wrongful violation of their obligations, for instance, for misdiagnosis and errors in treatment as well as for possible negative consequences.
- 4.2. The doctor providing humanitarian health assistance provides his/her help at the current general level of medical science as at the time of providing the health care assistance, provides health care with the diligence normally

expected of a health care provider in accordance with the applicable laws and international standards (incl. ethics) taking into account limitations caused by the extraordinary situation (warzone) the patient may be living in.

- 4.3. VIVEO is not responsible for damages occurring to a patient in relation to the provision of humanitarian assistance.
- 4.4. A patient is responsible for the accuracy of the data entered by them into the Portal or presented otherwise to VIVEO or the humanitarian assistance provider directly.
- 4.5. VIVEO and the humanitarian assistance provider are obliged to keep confidential any details about the person and the health condition of the patient that has come to their knowledge through the provision of humanitarian assistance (unless stipulated otherwise in the applicable law).
- 4.6. VIVEO does not guarantee the continuous availability of the Portal or the compatibility of the Portal with the software and/or hardware the patient is using or that the Portal is always free of any errors or malware.
- 4.7. VIVEO has the right to restrict, cancel or interrupt a user's access to the Portal for maintenance, also in accordance with the User Agreement and the applicable law.
- 4.8. VIVEO is not liable for damages which have occurred or will occur to a user or third parties through the use of legal remedies by VIVEO.

5. Retention of personal data

- 5.1. VIVEO does not retain personal data for longer than it is necessary for the purposes for which the personal data is processed or it is required by the applicable law.
- 5.2. As a general rule, personal data and its processing log are retained for five years.

6. Term & termination

- 6.1. The User Agreement is concluded without a specified term.
- 6.2. The user and VIVEO have the right to cancel the User Agreement at any time without disclosing the reason, except if provided otherwise in the applicable law.
- 6.3. The User Agreement terminates with:
 - (a) the end of the provision of the humanitarian assistance;
 - (b) the cancellation of the User Agreement;
 - (c) the decease of the user.

7. Links to the websites of third parties

- 7.1. The Portal may include links to the applications or websites of other parties (hereinafter as: Third Party Websites). Conditions and principles different from VIVEO's can apply on Third Party Websites, which are beyond the control of VIVEO. VIVEO is not responsible for the content of Third Party Websites and

for the conditions effective therein. Users themselves are responsible for becoming familiar with the conditions effective on Third Party Websites.

8. Settlement of disputes

8.1. Disputes occurring between VIVEO and a user in relation to the User Agreement are settled amicably through negotiations.

9. Final provisions

9.1. VIVEO has the right to amend the User Agreement unilaterally at any time, notifying users thereof through the Portal or by any other means.

9.2. The invalidity of any clause of the User Agreement shall not affect the validity of any other clauses of the User Agreement.