

GENERAL TERMS AND CONDITIONS OF THE HEALTH CARE SERVICE

22.04.2022

1. Health Care Service Agreement

- 1.1 The Parties to the Health Care Service Agreement are the Service provider and the Client.
- 1.2 The Platform is a convenient web solution for providing and using several services, including health care services, available via the website viveohealth.com and the mobile app (hereinafter Platform).
- 1.3 The Service provider is a service provider, medical service provider or a private doctor that provides services or health care services to the Client via the Platform. VIVEO is not providing health care services. VIVEO only acts as the owner and administrator of the Platform.
- 1.4 The General Terms and Conditions of the Health Care Service (hereinafter the General Terms and Conditions) apply to the Health Care Service Agreement.
- 1.5 The Health Care Service Agreement is concluded between the Client and the Service provider once the Client has selected a health care provider on the Platform, after concluding the user agreement and having contacted the representative of the Service provider or doctor and the Service provider has started providing Health Care Services to the Client (hereinafter Services).
- 1.6 The Client uses the Platform to contact the Service provider via chat or video call or other telemedicine telecommunications medium.

2. Provision of Health Care Service

- 2.1. The Client has the right to visit the Service provider selected from the Platform with a health problem and to use health care services to the extent and in accordance with the procedure provided for in the General Terms and Conditions.
- 2.2. The Client has the right to order other services from the Platform which Services providers via the Platform provides in accordance with the procedure provided for in the General Terms and Conditions.
- 2.3. To use the Health Care Service, the Client must submit a complaint to the Service provider regarding health concerns and describe the health problem (hereinafter Complaint). Complaints can be submitted to VIVEO through the Platform.
- 2.4. The Service provider is represented by a doctor or other health service professional whose contact information, details, and activity licence are displayed in the Platform.
- 2.5. To submit a complaint, the Client must:
 - (a) log in to the Platform and identify himself or herself;
 - (b) submit the Complaint to the Service provider via the Platform in writing and, if desired, attach relevant files (for example, a picture of the complaint) to the Complaint.
 - (c) submit the Complaint orally, via a video call, or other telecommunications medium.
- 2.6. After submitting the Complaint, the Service provider will contact the Client and, if necessary, arrange a time for the provision of the health care service (for example, a video call). The agreed times are entered in the calendar on the Platform.
- 2.7. The Service provider provides the health care service to the Client only through the Platform by telephone or video call (hereinafter together referred to as Telemedicine). The Services provider provides the following health care services and only to the extent that the Client so wishes, and the Service provider offers them if their provision is possible through Telemedicine:
 - (a) conversation with the Client and the compiling and storage of a medical history;

- (b) diagnostics, treatment planning and making a diagnosis;
 - (c) prescribing treatment;
 - (d) counselling for maintaining and improving health;
 - (e) consulting on work-life balance;
 - (f) recommending medicinal products and writing a prescription;
 - (g) preparation of documents certifying the provision of services and processing of data related to the provision of the health care service to the Client in the health information system;
 - (h) other activities necessary for the visit which are directly related to the provision of the health care service.
- 2.8. If the Service provider finds it necessary to provide the Client with health care services that are not offered by the Services provider itself (incl. if it is necessary to invite the Client to a reception where the health care professional and the Client are physically present in the same room), then the Service provider will reserve and organise the provision of the necessary health care services for the Client at a other Service Provider.
- 2.9. The Service provider may provide, among other things, the following services:
- (a) specialist medical care and nursing services;
 - (b) examinations, procedures and analyses;
 - (c) laboratory tests;
 - (d) dispensing of prescription drugs.
- 2.10. If the Client incurs costs related to the provision of the health care service by the Partner, the Service provider shall explain, where the costs are foreseeable, how the costs are incurred.
- 2.11. For each Complaint, the Service provider creates an anamnesis on the Health Platform, into which the health service professional enters the treatment plan created during the provision of the health care service. The Client can get acquainted with all related medical records through the Platform.
- 2.12. If the health care service is provided by video or telephone call, the Client shall ensure that there is no one else present to see and/or hear the video or telephone call. In a situation where a person who sees and/or hears a video or telephone call is present with the Client, the Client consents to the provision of the health care service in the presence of the respective person.
- 2.13. The Clinic does not provide health care services other than those specified in section 2.6.
- 2.14. The Service provider provides the Services in the official language of the country where the Service provider is located or in another language by agreement.

3. Payment for health care services

- 3.1. The Client shall pay for health care services in accordance with the price list of the Service provider.
- 3.2. Payment of the fee will be made through VIVEO based on an invoice issued by VIVEO by the deadline and in accordance with the procedure specified in the invoice. The Service provider may also require payment in advance.
- 3.3. The invoice submitted by VIVEO must be paid to the bank account indicated on the invoice no later than within seven (7) days after the submission of the invoice, unless otherwise stated on the invoice. In case of delay in the fulfilment of the financial obligation, VIVEO will have the right to demand interest on arrears of 0.15% on the unpaid amount per day.

4. Health test

- 4.1.** The Client can perform a health test (hereinafter Test) on the Platform, answering various questions regarding the behaviour, illnesses, and other health-related matters of the Client.

- 4.2.** Based on the answers given in the test, VIVEO can provide the Client with advice on making behavioural changes and draw the attention of the Client to possible health problems. VIVEO may provide an assessment of the health behaviour of the Client and reflect it as a graphical percentage. If the Client has additional questions or wishes to take any actions or conclusions based on the results of the Test, the Client is entitled to contact VIVEO.

5. Consent to provide health care service

- 5.1. The Service provider only provides health care service to the Client with the consent of the Client. By agreeing to the Terms of Use and the General Terms and Conditions of the Health Care Service and by contacting the Clinic in connection with a health concern, the Client shall be deemed to have knowingly consented to receiving the Health Care Service.
- 5.2. The Client has the right to withdraw his or her consent before or during the provision of the health care service. If the Client withdraws his or her consent during the provision of the health care service and the suspension of the provision of the health care service does not endanger the health of the Client, the provision of the health care service will be terminated. If the suspension endangers the health of the Client, the minimum necessary actions to ensure the safety of the patient shall be performed before the termination of the health care service.
- 5.3. Withdrawal of consent does not negate the provision of the health care service provided until the withdrawal of consent.
- 5.4. VIVEO has the right to request the consent of the Client (or application for withdrawal of consent) in writing or in a form that can be reproduced in writing.
- 5.5. In the case of a Client with limited active legal capacity, the legal representative of the Client (for example, a guardian appointed by the court for an adult with a mental disorder) consents to the provision of health care service, unless the Client is able to responsibly consider the pros and cons of providing the health care service. VIVEO will not follow a decision made by a legal representative that is manifestly prejudicial to the interests of the Client.
- 5.6. As an exception, VIVEO may provide health care services without the consent of the Client if this arises from applicable legislation.

6. VIVEO's Obligations

- 6.1.** The Service provider provides health care service to the Client who requests it, provided that:
- (a) The Client has a health disorder or is at risk thereof;
 - (b) In order to treat the health disorder of the Client, it is necessary to provide health care service to the Client;
 - (c) the necessary health care service is the type that is being provided by the Service provider;
 - (d) The actions and measures requested by the Client (for example, the type of health care service selected) are not in conflict with legislation or the Terms of Use;
 - (e) there are no other grounds for refusing to provide health care services.
- 6.2.** Unless otherwise provided by legislation, when providing health care services, the Service provider shall:
- (a) obtain the consent of the Client for the provision of the health care service (deemed given – see clause 5.1);
 - (b) inform the Client of the results of the examination and his or her state of health, possible illnesses and their course, the availability, nature and purpose of the necessary health care service, the risks and consequences involved with its provision and other possible health care services. At the request of the Client, the Service provider must submit this information in a form that can be reproduced in writing. The Service provider undertakes not to disclose

the above information to the Client if the Client refuses to accept the information and this does not harm the legitimate interests of the Client or other persons;

- (c) to keep secret information about the Client and his or her state of health that has become known during the provision of the health care service (unless otherwise provided by applicable legislation or if the transfer of personal data is lawful and takes place in accordance with the Privacy Terms and Conditions);
- (d) properly document the provision of the health care service and keep the relevant documents. The Client has the right to examine these documents and receive transcripts at their own expense;
- (e) to provide health care services at least at the general level of medical science during the provision of the health care service and to provide the health care service with the care normally expected from a health care provider. If necessary, the Service provider shall refer the Client to a medical specialist or to involve a medical specialist.

7. The obligations of the Client

7.1. The Client shall:

- (a) disclose to the Service provider, to the best of his or her knowledge, all circumstances necessary for the provision of the health care service (for example, circumstances that may affect his or her current state of health and the provision of health care service, such as unhealthy habits, medicinal products being consumed, and chronic illnesses);
- (b) disclose to the Service provider, to the best of its knowledge, other information in respect of which the Service provider may reasonably have an interest in providing health care service;
- (c) to provide the assistance required by the Service provider for the provision of the health care service and the performance of the contract;
- (d) be ready for the provision of the health care service at the agreed upon time – for example, be ready to make a video call with the Service provider at the agreed upon time. If the Client is not ready for the provision of the health care service at the agreed upon time, the Client shall notify the Service provider at least 12 hours in advance;
- (e) perform other obligations prescribed for the Client in these General Terms and Conditions.

7.2. The Client is prohibited from:

- (a) Providing incorrect information;
- (b) Behaving rudely when using the health care service.

8. Postponement of service provision

8.1. The Service provider has the right to postpone the provision of the Service, if:

- (a) due to a work organisation problem (for example, illness of a health care professional or failure of a medical device), the provision of the health care service is not possible at the prescribed time and the postponement thereof is reasonable in the opinion of the Client considering the condition of the Client;
- (b) Due to the conflict between the Client and the employee of the Service provider providing the health care service, it is, in the opinion of the Service provider, reasonable to refer the Client to another health care professional;
- (c) The Client has violated or failed to perform any of the obligations set out in the Terms of Use or the General Terms and Conditions.

8.2. The Service provider will notify the Client of the postponement of the Service as soon as possible and offer a new time for the provision of the health care service as soon as possible.

9. Refusal to provide the Service

- 9.1.** VIVEO and the Service provider have the right to postpone the provision of the Service and/or refuse to enter into an agreement for the provision of health care services or to refuse to provide the Service within the framework of an already concluded legal relationship, if:
- (a) The Client is not ready for the provision of the health care services at the agreed upon time (for example, not ready for a video call at the agreed time);
 - (b) The Client requests the provision of health care services under conditions that are in conflict with applicable law or these Terms of use;
 - (c) The Client violates its obligations arising from the orally agreed terms and conditions for the provision of health care services, the Terms of Use, the internal rules of VIVEO and the Service provider, or applicable law (for example, the Client violates the obligation to disclose all circumstances necessary for the provision of health care service or to provide assistance that the Service provider requires for performance of the agreement);
 - (d) The health care service requested by the Client is not medically necessary or indicated based on the state of the health of the Client or its provision may endanger the life or health of an employee of the Service provider or a third party;
 - (e) provision of health care services entails a greater risk to the life and health of the Client compared to the failure to provide health care services;
 - (f) According to its activity licence, the Service provider does not have the right to provide the desired health care service to the Client or does not have the professional competence to provide a specific health care service;
 - (g) The employees of the Service provider are unable to communicate with the Client in a language they understand and the Client is unable to involve an interpreter and therefore, it is not possible for the Service provider to obtain the informed consent of the Client for the provision of health care services;
 - (h) The Client is intoxicated with alcohol or drugs during the provision of the health care service or, in the opinion of Service provider C employees, the Client exhibits signs of alcohol or drug intoxication;
 - (i) The Client or a person close to him/her treats the Service provider employee rudely or uses verbal or physical violence against them;
 - (j) The Client has violated or failed to perform any of the obligations provided in the General Terms and Conditions or the Terms of use;
- 9.2.** Refusal or termination of the provision of health care service is described in the medical documents of the Client.

10. Termination of a health care service contract

- 10.1.** The health care service contract expires:
- (a) termination of the provision of health care services;
 - (b) taking over the provision of health care services by another health service provider;
 - (c) termination of the contract for the provision of health care services;
 - (d) death of the Client;
 - (e) Upon expiration of the Health Platform User Agreement.
- 10.2.** The Client has the right to cancel the health care service contract at any time without giving a reason, unless otherwise provided by applicable law.
- 10.3.** The Service provider has the right to cancel the contract for the provision of health care services for a good reason, as a result of which the Service provider cannot be expected to continue the provision of health care services taking into account all the circumstances. The circumstances specified in clause 12 of the General Terms and Conditions may be considered a good reason. If necessary (for example, if the health care service must be uninterrupted), the Service provider

will continue to provide the health care service to the Client until such time as the Client receives the health care service from elsewhere.

11. Liability

- 11.1. Neither VIVEO nor the Service provider guarantees the improvement of the health of the Client. The clinic provides the health care services in accordance with the general level of medical science during the provision of the health care service, applying the care normally expected from a health care provider when providing health care services.
- 11.2. Neither VIVEO, the Service provider, nor the health care professional directly providing the health care service will be liable for any wrongful breach of their obligations, for errors in diagnosis and treatments and for the violation of the obligation to inform the Client and obtain his or her consent.
- 11.3. Neither VIVEO nor the Service provider is responsible for the possible negative consequences of providing health care if the health care meets the general level of medical science, the direct health care provider has informed the Client of the risks involved, and the Client has given consent to receive the health care.
- 11.4. The Client shall prove the circumstance on which the liability of VIVEO or the Service provider is based unless the provision of the health care service to the Client has not been properly documented.
- 11.5. The Client is responsible for the accuracy of the data entered by him/her in the Health Platform and otherwise submitted to VIVEO and the Service provider. In the case of submission of incorrect data, VIVEO or the Service provider has the right to demand compensation from the Client for the damages caused thereby.
- 11.6. Neither VIVEO nor the Service provider will be liable for any damage that has occurred or will occur to the Client or third parties in connection with the use of legal remedies by VIVEO or the Service provider.

12. Submitting a complaint and giving feedback

- 12.1. If the Client is not satisfied with the provided health care service, the Client may submit a complaint (or other proposal) regarding the activities of the Service provider directly to the Service provider to the Service provider`s contact address.
- 12.2. Service provider will respond to the claim no later than within five (5) working days from the receipt of the claim. The reply will be sent to the e-mail or regular mail address provided by the Client. The Service provider will not respond to anonymous claims or claims stating that a response is not requested.
- 12.3. The Client also has the right to turn to body settling extra-judicial complaints or a court.
- 12.4. If the Client wishes to provide feedback to the Service provider, this can be done through the Platform. The Client is not allowed to provide health data as part of the feedback.

13. Applicable legislation and the settlement of disputes

- 13.1. Disputes arising between the Service provider and the Client based on the General Terms and Conditions of the Health Care Services will be resolved in good faith through negotiations. If it is impossible to resolve the dispute in this way, jurisdiction is applied in accordance with the legislation of the country in which the Service provider is located. The disputes will be settled without participation of VIVEO.