

Terms and conditions of use for a service provider 1/2022

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1. Purpose of the terms and conditions

- 1.1 These terms and conditions of use for a service provider (hereinafter the terms and conditions of use) define the terms and conditions based on which service providers can use the VIVEO`s website and smartphone application (hereinafter the Platform) for providing services to the Clients of the Platform by third-party service providers (hereinafter Service provider).
- 1.2 To provide a service via the Platform, the Service provider must subscribe to the Platform.
- 1.3 For subscribing to the Platform, the Service provider must accept the terms and conditions of use, general terms, and conditions of services or general terms and conditions of health care services (hereinafter the general terms and conditions of services), and the privacy policy, which will create a legally binding contract for using the Platform between VIVEO and the service provider.
- 1.4 The general terms and conditions of services apply to the relationship and contract of services between the Service provider and the Client of the Platform from the moment the Client, having subscribed to the Platform, selects a suitable Platform Service provider from the list of Platform and starts using the services of the Service provider.

2. Definitions

- 2.1 *VIVEO* means VIVEO Health OÜ, registry code 14351223, address Veerenni tn 38, 10138 Tallinn, Republic of Estonia, www.viveohealth.com) which is the administrator and owner of the Platform and provides the Platform service to the Services providers based on these terms and conditions of use.
- 2.2 *The Platform* is a convenient solution for providing and using health care services on the viveohealth.com website and via a smartphone application.
- 2.3 *The Service provider* is a natural person or company which is providing the services to the Clients of the Platform via the Platform.
- 2.4 *A Client of the Platform* is a natural or legal person who is using the Platform for use a service provided by service providers via the Platform.
- 2.5 *Services* are all services which are provided by the Service provider via the Platform and which a Client can purchase via the Platform. Services also may be health care services.

3. The contract of services

- 3.1 The service will be provided by the Service provider which is selected by the Client of the services from the Platform.
- 3.2 The service will be provided by the Service provider to the Client based on the contract of services based on the general terms and conditions of all services which are accepted by the Service provider and the Client upon subscription to the Platform.
- 3.3 The contract for the services will be deemed to have been concluded between the Client and the Service provider based on the general terms and conditions from the moment of the Client commencing to use the service of the Service provider selected by them. The Client may conclude contracts for services with several Services providers via the Platform.

4. The Platform

- 4.1 To access the Platform and provide services via the Platform, the Service provider must register a user account and accept the terms and conditions of use, general terms and conditions of services the privacy policy, Personal data processing agreement and Rules for the processing of service providers and private physicians data.
- 4.2 If the Service provider refuses to accept the terms and conditions referred to in clause 4.1, they cannot use the Platform. By opening an account on the Platform, the Service provider confirms that the data submitted by them upon opening the account are true, complete, and accurate, that they hold an activity licence issued by a competent body of the country in which they are providing services, that they are compliant with all requirements for service providers established by legislation, that their reputation is good, and that they are operating professionally. The afore-mentioned information will be assumed to be accurate and VIVEO will not be required to verify this information. The Service provider also confirms that they will be processing the personal data of Clients in compliance with the privacy policy and that they consent to the processing of their personal data and the personal data of their employees based on the privacy policy for the purpose of providing services to the Clients.
- 4.3 The Service provider may only use the Platform for providing services and must refrain from misuse of the Platform. Upon accessing the Platform for the first time, the Service provider must check whether the Platform meets their needs.
- 4.4 The Service provider must use the Platform in compliance with the terms and conditions of use and the guidelines published in the Platform
- 4.5 The Service provider must ensure the confidentiality of their username and passwords for using the Platform and immediately notify VIVEO of any access of unauthorised individuals to the username and passwords.
- 4.6 VIVEO may make amendments to the terms and conditions of use by giving at least 14 days of advance notice thereof via the e-mail or the viveohealth.com website. In the event of the amendments not being acceptable for the Service provider, the Service provider may cancel the contract for use by e-mailing a written notice to dpo@viveohealth.com or by closing their user account. If the Service provider continues to use the Platform after entry into force of the amendments, the Service provider will be deemed to have accepted the amendments to the terms and conditions of use.
- 4.7 VIVEO will enable the Service provider to use the Platform in its current functionality and will not undertake any obligations to amend or develop the Platform.
- 4.8 VIVEO may make amendments to optimise or develop the Platform by notifying the Service provider thereof in a timely manner, if making such amendments will cause interruptions in the functioning of the Platform.
- 4.9 The Platform is accessible 24/7.
- 4.10 The help desk can be contacted by sending an e-mail to the following address: info@viveohealth.com.
- 4.11 VIVEO will respond to the questions of the Service provider within a reasonable period but cannot always ensure that an acceptable response will be provided to the Service provider.
- 4.12 VIVEO will attempt to eliminate all failures of the Platform as soon as possible but cannot guarantee immediate elimination of such failures which have not been caused by VIVEO.
- 4.13 As an exception, VIVEO may restrict access to the Platform for up to 30 minutes if this restriction is required for maintenance, development, or updating the Platform. In the event of restricting access for a longer period, advance notice is given. VIVEO will not be responsible for any delays, failures, or content which arise from updates to the Platform or for other delays, failures, or content.

- 4.14 The Service provider may not use the Platform, or the rights established by the terms and conditions of use for committing any offences or in any other manner which is in conflict with the terms and conditions of use, the applicable legislation, or with the principles of morality or good practice, or submit in the Platform any malware, etc., or use the Platform in any other manner which interrupts or deteriorates normal functioning of the Platform.
- 4.15 VIVEO will not ensure permanent availability of the Platform. VIVEO will not guarantee the compatibility of the Platform with the software and/or hardware used by the Service provider being always free from any errors or malware.
- 4.16 VIVEO may restrict, cancel, or suspend the access of the Service provider to the Platform if the terms and conditions of use or the general terms and conditions of services give grounds for refusing to provide the service.
- 4.17 The service provider must have a valid liability insurance policy to use the Platform.

5. Intellectual property

- 5.1 Copyright for the Platform and other services provided by VIVEO, all works found within and related works, including supporting software, tools, specifications, manuals, domains, trademarks, business names, text, database elements, and graphics, belong to VIVEO. The Service providers are not entitled to the VIVEO trademarks and may not disclose that it is the owner or licensee of the VIVEO trademarks.
- 5.2 Neither the Clinic, nor any third party will have the right to reproduce, copy, distribute, modify, transmit, translate, incorporate into other databases, produce extracts, etc., of the Platform, its components and the copyright objects and the components thereof in any way, without the prior written consent of VIVEO.
- 5.3 VIVEO grants the Service provider a non-exclusive, non-transferable, limited licence to use the functionality of the Platform solely for the purposes of the service and in accordance with the terms and conditions of use. The Service provider is prohibited from sharing the data and content of the services with the competitors of VIVEO, from using the intellectual property rights of VIVEO for its own business activity, or from granting access to those rights to any third parties for the purposes of their business activity.
- 5.4 If the Platform contains references or links to websites belonging to third parties, VIVEO will not be responsible for them, as it has no control over them.

6. Confidentiality and processing of personal data

- 6.1 VIVEO and the Service provider will ensure the confidentiality of the data of the Platform.
- 6.2 VIVEO cannot ensure the confidentiality of the data provided by the Service provider via the Platform in a situation in which the confidentiality obligation may be violated by a cooperation partner of the Service provider outside of the Platform. VIVEO will not be responsible for the Service provider.
- 6.3 VIVEO must ensure the processing of the personal data of Clients in the Platform pursuant to the privacy policy and maintain the confidentiality of the data.
- 6.4 The Service provider must process the personal data of Clients in compliance with the privacy policy, which forms an integral part of the contract for use, by complying with all the assurances and obligations of VIVEO specified in the privacy policy.

7. Fee

- 7.1 VIVEO has the right to set a fee for the use of the Platform and to change that fee. VIVEO indicates the service fee in the price list published the website viveohealth.com.

- 7.2 If using the Platform is a paid service or the fee changes, VIVEO shall notify the Service provider when creating a user account, when the Platform becomes a paid service or when the fee changes, via the email or in the Platform or the website viveohealth.com. In the event of a disagreement regarding the fee, the Service provider will have the right not to conclude the User Agreement or to cancel the User Agreement from the moment of entry into force of the fee by notifying VIVEO in writing or closing its user account.
- 7.3 Payment of the fee is due by the deadline and in accordance with the procedure set forth in the invoice or payment notice submitted by VIVEO.
- 7.4 In case of late payment, VIVEO has the right to demand interest on arrears of 0.15% of the unpaid amount and to cancel the contract of use without prior notice, whereby the contract of services will also be deemed to have been terminated.

8. Liability of VIVEO

- 8.1 VIVEO will not be liable for damages or other consequences arising from the following:
 - 8.1.1 The Platform is not operating or does not function properly in some web browsers;
 - 8.1.2 Errors and faults occur in the equipment, systems, or web connection of the Service provider or third parties;
 - 8.1.3 The password to the account of the Service provider falling into the hands of third parties;
 - 8.1.4 The processing of personal data by the Service provider or third parties;
 - 8.1.5 Provision of Health Care Service by the Service provider or its Partner;
 - 8.1.6 Disputes and disagreements between the Service provider and the Client;
 - 8.1.7 Amendments to legislation and their interpretation, the reflection of changes in the Platform, and the impact thereof on the Service provider or the Client;
 - 8.1.8 Delays, interruptions or failures due to maintenance or development work;
 - 8.1.9 Force Majeure and other errors or disruptions that are beyond the control of VIVEO and hinder the use of the Platform or Services.

9. Termination of the contract for use

- 9.1 The Service provider may terminate the contract for use by giving at least 30 days of advance notice thereof.
- 9.2 The Service provider may not terminate the contract for use if a Client has made a booking for using the service of the Service provider via the Platform and the service has not yet been provided to the Client or provision of the service has not been completed.
- 9.3 The Service provider must provide at least 30 days of advance notice of ceasing to use the Platform by sending an e-mail to the following address: info@viveohealth.com. VIVEO will check that the Service provider has not booked any consults with Clients or agreed to provide services to the Clients in the future. If there are no bookings, VIVEO will terminate the contract of use as soon as possible, close the user account of the Client, and notify the Service provider thereof. If the Service provider has booked a consult for a Client or agreed on providing another service via the Platform, VIVEO will not terminate the contract of use until at least one day after the date of the last consult booked by the Service provider when all booked consults and services have been provided by the Service provider to the Client. The Service provider must provide all agreed services to the Client after filing an application for ceasing to use the Platform.
- 9.4 VIVEO may terminate the contract of use by giving the Client at least 30 days of advance notice thereof via the Platform or by e-mail.
- 9.5 VIVEO may terminate the contract of use without giving advance notice if the Service provider has provided incorrect data, uses the Platform for purposes other than using services, violates the contract of use or the contract for provision of

services or the guidelines or rules of the Platform, has disclosed the data or password of the Platform to a third party, behaves impolitely or unprofessionally, fails to pay for the services, provides information or photos which are not related to health care services via the Platform, or damages the reputation of VIVEO.

- 9.6 VIVEO may terminate the contract for use without advance notice if the provider does not hold a permit for providing the service in the country in which they are providing the service or upon expiry of the permit, in the event of the Service provider violating legal requirements or orders from competent bodies, providing the service unprofessionally, giving ambiguous or incorrect instructions to the Clients, fails to observe the generally accepted principles or good practice of medicine, or lacks the equipment or network required for providing remote medical services, or in the event of repeated complaints of Clients about the Clinic.
- 9.7 Any disputes arising based on the service and the contract for use will be settled by the Service provider and the Client based on the legislation of the country of location and in the courts of the country of location. VIVEO will not take part in settling the disputes between the Service provider and the Client, unless they are a party to the respective contract for provision of services, i.e., providing the service to the Client as a Clinic.

10. Applicable legislation and the settlement of disputes

- 10.1 The law of Estonia shall apply to the legal relations, and disputes arising therefrom.
- 10.2 Any disputes arising based on the service and the contract for use will be settled in an Estonian Court based on Estonian jurisdiction.

11. Rules for the processing of service provider`s data

11.1 Introduction

11.1.1 The rules for the processing Service provider`s (hereinafter the Service provider) data (including personal data) determine how VIVEO Health OÜ (registry code 14351223, address Veerenni tn 38, 10138 Tallinn, Republic of Estonia, viveohealth.com, hereinafter VIVEO) implements the principles of the protection and processing of data of Service provider.

11.1.2 The rules are based on the EU data protection regulation (including Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR).

11.2 Purpose of the processing of personal data

VIVEO processes the Service provider`s data for the following reasons:

11.2.1 to provide a VIVEO Health OÜ website www.viveohealth.com and VIVEO Health smartphone application (hereinafter the platform, together as the platform) to the Service providers based on Terms and conditions of use for a Service provider (hereinafter Terms and conditions);

11.2.2 to perform the contract with Service provider;

11.2.3 to make the best offers for services, to assess the quality of Service provider`s service, the purchase preferences and purchasing behaviour of the Service provider, as well as for statistical analyses;

11.2.4 to organize the marketing of the platform in the media, web, social media etc.

11.3 On the basis for processing Data is a contract between VIVEO and Service provider.

11.3 How VIVEO uses the data

VIVEO may use the data of the Service provider and Service provider`s employee (hereinafter user) for the performance of the contract on the basis of legislation without the Service provider's consent for:

11.3.1 Identifying the Service provider or the Service provider`s representative for the purpose of conclusion of a Contract;

11.3.2 Identifying the user in order to provide the following: access to the platform, register as the user and enable using the platform;

11.3.3 Performing actions necessary for the following: providing services for the Service provider, servicing the Service provider, supporting the using of the platform, use various functions, making and storing logs, securing the performance of the platform, fixing bugs, maintenance and development, improving services and Service provider`s experience, forwarding any information regarding the use of services and other necessary activities to provide services;

11.3.4 Calculating service fees related to the contract, drawing up and issuing invoices and payment schedules, information exchange regarding the business and the services provided;

11.3.5 Exchanging information related to the provision of services and business, documentation of business activities (e.g. sending information to VIVEO for performing statutory duties, etc.), also for assessing and preventing business risks and losses;

11.3.6 Sending information on the functioning of services, changes, functionality, new solutions and options, as well as contractual rights and obligations to the Service provider and the user by email;

11.3.7 Recording and preserving telephone and video calls;

11.3.8 Improving the quality of and developing Service provider`s service, measuring user activity and Service provider`s satisfaction. VIVEO may combine data collected by providing various services, provided that the data have been collected for the same purpose;

11.3.9 Protection of the infringed or contested rights of VIVEO and recovery of debts, incl. the right to disclose the data (name, personal identification code, date of birth, place of residence, e-mail address, telephone number, due date of an obligation, amount of debt) to a law firm and a debt recovery firm, incl. to a credit default register in the case of a payment that has been overdue for more than 30 calendar days until the debt has been settled;

11.3.10 Enabling and controlling the Service provider`s and the user`s access to digital channels for improving the user experience of the digital services and adjustment of the view for the device as well as for the purpose of preventing unauthorised access to and misuse of the digital channels, ensuring information security, improving the technical systems, the structure of the information technology and developing the services through testing and improvement;

11.3.11 Other data that VIVEO may to a reasonable and necessary extent process for performing the contract, provide services or take action to protect their rights;

11.3.12 The Service provider cannot refuse the processing of the data for the purposes specified in clauses 3.1.1-3.1.11, because it would make the provision of the Service provider with the service impossible.

11.3.13 VIVEO may use the data of a newsletter subscriber (name, surname, e-mail address, phone number) for performing the newsletter contract based on legislation without the person's consent for the purpose of sending VIVEO's newsletter to the e-mail address of the person who requested it. The Service provider and user can unsubscribe from the newsletter, which terminates the newsletter Contract.

11.4 VIVEO processes the following data of Service provider and user

VIVEO processes the following Data:

11.4.1 the Service provider`s and the Service provider`s representative`s (user`s) personal identification code, date of birth, place of residence, e-mail address, telecommunications numbers, contact details, number of the identity document, bank account number, invoice and payment details, credit card information (if Service provider

or user uses credit card payment), username and password of the electronic solution, the language of communication, field of activity, communication channels;

11.4.2 the name, personal identification code or date of birth, e-mail address, telecommunications numbers of the user, username and password of the platform, the language of communication;

11.4.3 data on the use of VIVEO's electronic solution and other details of electronic communication (e.g. data on the location and usage, equipment, IP address);

11.4.4 Other data that VIVEO may to a reasonable and necessary extent process for performing the contract.

11.5 How VIVEO uses data for marketing

11.5.1 VIVEO has the right to use the Service provider's data for a marketing and statistical analysis of the services and the service environment (e.g. typical behaviour and manner of use).

11.5.2 VIVEO has the right to submit and send to Service provider offers prepared by VIVEO or a partner VIVEO for the purpose of providing services of platform and organising marketing

11.5.3 VIVEO can send to Service provider electronic and other marketing offers.

11.5.4 The Service provider grants VIVEO the right to display the Service provider's and Service provider's employee's names and/or trademarks in VIVEO's sale and marketing materials.

11.6 Transfer of data

VIVEO processes the Service provider's data as a controller.

11.6.1 VIVEO transfers the data to processors required for the performance of the contract.

11.6.2 VIVEO may authorise the right to use the data to their processors, by following applicable law. VIVEO's processors are the following: their partners who support and develop the Platform; equip VIVEO with staff; provide technological and technical services, store and archive data, issue invoices and verify their payments; debt recovery, provide Insurance services, marketing as well as other necessary services to support VIVEO's business activities.

11.6.3 VIVEO grants the right to process data to processors based on the contract under which the processor is required to ensure, and is held accountable for, the processing of the data in accordance with legislation, ensuring compliance with the data protection requirements in accordance with the legislation of the European Union and the security of the data.

11.6.4 VIVEO has the right to transfer the data to companies belonging to the same group (e.g. VIVEO Health OÜ, registry code 14351223, Veerenni 38, 10138 Tallinn, Estonia and Amazon Web Services, Inc. whose server is located in the European Union).

11.6.5 VIVEO discloses the data in the following events:

- In events provided by law at the request of the authorities (e.g. law enforcement agencies, the courts, enforcement officers, tax authorities, supervisory authorities);
- to legal and financial advisors, auditors, debt recovery undertakings and other authorised processors where required for the provision of the service, the performance of VIVEO's duties and obligations and protection of VIVEO's rights.

11.7 The time until VIVEO keeps the data

VIVEO does not process the data for longer than necessary. VIVEO keeps the data until the purpose of use of the data has been fulfilled, usually until the expiry of the contract and thereafter based on its legitimate interest and for performing statutory duties (e.g. duties arising from accounting, private legal grounds, etc.).

11.8 The rights related to data which VIVEO ensures

Service provider has the right to:

11.8.1 receive information from VIVEO about the extent and use of the processing of the Service provider's Data;

11.8.2 demands that VIVEO terminate the use of, correct and delete the data;
11.8.3 for the purpose of protecting the data, contact the data protection authority or seek judicial protection;
11.8.4 demands that no decisions based merely on automated processing be made with regard to the Service provider.
11.8.5 Service provider has right to make extracts about the content and processing of Data, as well as request corrections, updates and deleting of the Data.

11.9 Amendments

VIVEO has the right to revise the privacy policy by informing the Service provider thereof at least 14 days in advance via the Platform.