

TERMS OF USE OF THE VIVEO Platform for client

22.04.2022

1. Purpose of the Terms of Use

- 1.1 These terms of use of the VIVEO's Platform for client (hereinafter the Terms of use) determine the terms and conditions for the provision of services through the VIVEO Health OÜ website www.viveohealth.com and the VIVEO Health OÜ mobile app (hereinafter the Platform, together referred to as the Health Platform). Terms of use is part of the User Agreement.
- 1.2 To use the Platform, the user must agree to the Terms of Use, the General Terms and Conditions of services, and the Privacy Terms and Conditions, thereby entering a legally binding contract between VIVEO and the user for use of the Platform.

2. Definitions

- 2.1 *VIVEO* is VIVEO Health OÜ, registry code 14351223, address Veerenni tn 38, 10138 Tallinn, Republic of Estonia, viveohealth.com, the administrator, platform's service provider and owner of the Platform.
- 2.2 The Platform is an application and web solution for providing and using several services, including health care services, available via the website viveohealth.com and the mobile app.
- 2.3 The *Client* is a natural or legal person who has a user account on the Platform for using the services.
- 2.4 The *Services* are services, including health care services and services related to the healthcare services which are provided by the Service provider through the Platform and which the Client can use through the Platform.
- 2.5 The *Service provider* is a natural or legal person providing services to the Clients via Platform.
- 2.6 The *Client* is a natural person who uses the services of the Services providers via the Platform.
- 2.7 The *User Agreement* is an agreement concluded between VIVEO and the Client for the use of the Platform in accordance with Terms of use.
- 2.8 A *Service Agreement* is an agreement entered into between the Service provider and the Client for the provision and use of Services through the Platform.

3. Platform service

- 3.1 By using the Platform, the Client can use the Services offered by the Service provider.
- 3.2 The Service is provided by the Service provider depending on which Service the Client selects.
- 3.3 The Client can use the Service through the Platform if they have concluded a User Agreement and a Service Agreement.
- 3.4 A Health Service Agreement is concluded between the Client and the Service provider if the Client has contacted the Service provider of their choice for the first time via the Platform after signing the Platform and concluding the User Agreement (if the Client is a Platform's client).

4. The Platform

- 4.1 To enter the Platform and use services through it, the Client must enter into a User Agreement with VIVEO and register a user account. The User Agreement is

- concluded when the Client agrees with the Terms of Use of the Platform and the General Terms and Conditions of the services and consents to the processing of his or her personal data in accordance with the Privacy Terms and Conditions.
- 4.2 If the Client does not agree with the Terms of Use and the General Terms and Conditions of the Services or does not consent to the processing of his or her personal data, he or she may not use the Platform.
 - 4.3 By opening an account on the Platform, the Client confirms that the information provided by him or her upon the opening of the account is true, complete, and correct, that he or she possesses active legal capacity and is at least 18 years of age. This information is presumed to be accurate and VIVEO has no obligation to verify the information provided.
 - 4.4 The Client has the right to use the Platform for the sole purpose of accessing services and shall avoid misuse of the Platform. Upon entering the Platform for the first time, the Client shall check whether the Platform meets his or her needs.
 - 4.5 The Client shall use the Platform in accordance with the Terms of Use and the instructions published within the Platform.
 - 4.6 The Client shall ensure the secrecy of the password and passcodes required to access the Platform and to notify VIVEO immediately if they should fall into the hands of unauthorised persons.
 - 4.7 VIVEO has the right to amend the Terms of Use, announcing the change via the Platform website viveohealth.com at least 14 days in advance. If the Client does not agree with the changes, he or she has the right to cancel the User Agreement by sending a written notice to the e-mail address info@viveohealth.com or closing his or her user account. If the User continues using the Platform after the changes have entered into force, he or she is deemed to have accepted the changes to the Terms of Use.
 - 4.8 If any provision of the General Terms and Conditions of services or the Terms of use becomes invalid, the validity of the other clauses of the Terms of use will not be affected.
 - 4.9 VIVEO allows the Client to use the Platform in its existing level of functionality and does not assume any obligations to change or develop it.
 - 4.10 VIVEO reserves the right to make changes to optimise and develop the Health Platform, notifying the Clients in a timely manner if the operation of the Health Portal is disrupted as a result.
 - 4.11 The Platform is open 24/7.
 - 4.12 The user support contact is the email address info@viveohealth.com.
 - 4.13 VIVEO shall answer the questions of the Client within a reasonable period but cannot always guarantee a suitable answer for the Client.
 - 4.14 VIVEO will make every effort to rectify all the Platform failures as soon as possible but does not guarantee the immediate rectification of a failure caused by VIVEO itself.
 - 4.15 As an exception, VIVEO may restrict access to the Platform for up to 30 minutes, if necessary, to perform maintenance, developments, or upgrades. If the access restriction is longer, the Clients will be notified in advance. VIVEO will not be liable for any delays, failures, and content caused by updates to the Platform.
 - 4.16 The Client is prohibited from using the rights set forth in the Platform and the Terms of use to commit any violations of law or in any manner that is contrary to the Terms of use, applicable law, or good morals and practices, and to insert malware or any other malicious software into the Platform or to use the Platform in any manner that interferes with or impairs the normal functioning of the Platform.
 - 4.17 VIVEO does not guarantee the constant availability of the Platform. VIVEO does not guarantee that the Platform is compatible with the software and/or hardware used by the Client or that the Platform is always free from any errors or malware.
 - 4.18 VIVEO has the right to restrict, cancel, or suspend the Client's access to the Platform if, in accordance with the Terms of use or the General Terms and Conditions of services, the right to refuse to provide arises.

- 4.19 The Platform may contain links to applications or websites belonging to other parties (hereinafter: third-party sites). Third-party sites may be subject to different terms and conditions than the Terms of use and the General Terms and Conditions of services, the implementation of which cannot be verified by VIVEO. VIVEO is not responsible for the content of third-party sites and the terms and conditions applicable therein. The Client shall familiarise himself or herself with the terms and conditions applicable on third-party sites.

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 user is 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 Client, the Service provider 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 Client a non-exclusive, non-transferable, limited license to use the functionality of the Platform solely for the purposes of the service and in accordance with the Terms of use. The Client 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

- 6.1 VIVEO guarantees the confidentiality of the Platform data.
- 6.2 VIVEO cannot guarantee the confidentiality of the data transferred by the Client to the Clinic via the Platform in a situation where the confidentiality obligation may be violated by the Clinic or the Clinic`s Partner outside of the Platform. VIVEO is not responsible for the Clinic or for its Partner.
- 6.3 VIVEO ensures the processing of personal data in the Platform in accordance with the Privacy Terms and Conditions.

7. Fee

- 7.1 VIVEO has the right to set a fee for the use of the Platform and to change that fee.
- 7.2 If using the Platform is a paid service or the fee changes, VIVEO shall notify the Client when creating a Platform user account, when the Platform becomes a paid service, or when the fee changes, via the Platform or the website viveohealth.com. In the event of a disagreement regarding the fee, the Client 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 User Agreement without prior notice, whereby the Service Agreement 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 Client, Service providers, or third-parties;
 - 8.1.3 The password to the account of the Client falling into the hands of third-parties;
 - 8.1.4 The processing of personal data by the Partner Clinic or third parties;
 - 8.1.5 Disputes and disagreements between the Service provider and the Client;
 - 8.1.6 Amendments to legislation and their interpretation, the reflection of changes in the Platform, and the impact thereof on the Client or Service provider;
 - 8.1.7 Delays, interruptions or failures due to maintenance or development work;
 - 8.1.8 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 User Agreement

- 9.1 The Client has the right to terminate the User Agreement at any time by deleting his or her Platform user account or notifying the e-mail address dpo@viveohealth.com in writing.
- 9.2 VIVEO has the right to terminate the User Agreement by notifying the Client thereof on the Platform or via e-mail at least 30 days in advance.
- 9.3 VIVEO has the right to terminate the User Agreement without prior notice in the event that the Client has submitted false information, is using the Platform for purposes other than using the health care service, is violating the User Agreement or the Service Agreement, has disclosed the Platform data and his or her password to a third party, is disrespectful towards the Service provider, fails to pay for Services, transfers non-health service related notices, information and photographs on the Platform, or damages the reputation of VIVEO.

10. Applicable legislation and the settlement of disputes

- 10.1** The law of the Republic of Estonia shall apply to the Terms of Use, the legal relations, and disputes arising therefrom.
- 10.2** Disputes arising between VIVEO and the Client based on the Terms of Use will be resolved in good faith through negotiations. If it is impossible to resolve the dispute in this way, disputes are settled in an Estonian Court (Harju County court) based on Estonian jurisdiction.