

# Terms of Service

Valid as of 18 August 2022

This document defines the terms of service (“**Terms of Service**”) of Viveo Health OÜ, an Estonian company with a registry code 14351223 (“**Viveo**”).

By using our Platform or our Services, you confirm you have read, and you acknowledge, accept and agree with these Terms of Service and our Privacy Policy and, therefore, this agreement is duly concluded between you and us. You further accept and agree that these Terms of Service, as may be applicable from time to time, will apply to you throughout the use of the Platform or Services and validity of this Agreement.

## 1. DEFINITIONS

“**Account**” means your personal account through which you can access the Platform and the Services herein.

“**Anonymised services**” means general or anonymous medical advice provided by the Medical team to you whereas we have not identified you.

“**Fee**” means amounts we charge or may charge for the use or availability of our Platform or Services.

“**Health services**” means all services provided by us, our Partner clinic or available through our Platform.

“**Healthcare service**” means healthcare services which are available through our Platform or otherwise through us.

“**Identify**” or “**Identification**” means the activity of identifying who a person is, using their ID document. This may include automated identification means or manual identification means.

“**Medical consultation**” means a consultation between you and the Medical team via telephone and/or the Platform.

“**Medical team**” means medical professionals of our Partner clinic, including doctors, nurses and other professionals. The medical professionals can be employees or service providers of our Partner clinic.

“**Partner clinic**” means medical centres, clinics, hospitals or laboratory service providers that are our cooperation partners.

“**Personalised services**” means personalised medical advice provided by the Medical team.

“**Platform**” means the platform, web or mobile application and/or product operated by Viveo, including website

“**Privacy Policy**” means our privacy policy which is an integral part of these Terms of Services.

“**Services**“ means Health services and Healthcare Services available through the Platform or otherwise through us.

“**Us**”, “**our**” or “**we**” means Viveo.

“**You**” means customer using our Platform or our Services.

## 2. GENERAL

- 2.1. The Platform enables you to use the Services. Through providing the Services, we want to help you guide through non-urgent health-related questions and problems you may have. However, we, our Partner clinic nor Medical team can guarantee that the Services or medical advice received through us or our Partner clinic is always effective or will solve your problem.
- 2.2. You acknowledge and agree that we cannot help you with every question or in any event. Regardless of this, we aim to help you find a suitable help or answer when and where you need it.

## YOUR ACCOUNT

- 2.3. **Account and Agreement.** By entering your e-mail and creating a password on the Platform, you create a personal account with us (i.e., the Account) and, thereby, start using the Platform and the Services. This agreement between you and us is deemed to be concluded as of the moment of creation of the Account and will remain valid for an undefined term.
- 2.4. **Safekeeping of credentials.** Only you may access and use the Account. You are solely responsible for ensuring that only you have access to the Account and the credentials for accessing your Account are kept safe from any third party.
- 2.5. **Personal use.** You may use the Account for receiving Services for yourself only.
- 2.6. **Notifications.** We may send notifications or messages to you using the personal data you have provided to us, including email, phone number, device, or browser notifications or Account details. All notifications forwarded to you using the

Account or personal data are deemed to be duly delivered to you at the same calendar day when the notification was sent by us.

- 2.7. **Change of Data.** You undertake to immediately notify us if any of your contact details change.

### 3. OUR SERVICES

- 3.1. **General.** Through us, you can use Health Services and Healthcare Services which can be either Anonymous service or Personalised service. By concluding this agreement with us, you have requested and accepted us, the Medical team and our Partner clinics to render you Healthcare services.
- 3.2. **Health Services.** The Health Services available through us may include provision of general, non-personalised advice or information, services related to data storage and management and other services available through the Platform or otherwise by us. This may include general medical advice, medical advice which according to the law does not qualify specifically as Healthcare Services or explanations about the healthcare system.
- 3.3. **Healthcare Services.** The Healthcare Services includes services which qualify as healthcare services under the law, namely, activities of health care professionals for the prevention, diagnosis or treatment of diseases, injuries or intoxication in order to reduce the malaise of persons, prevent the deterioration of their state of health or development of the diseases, and restore their health. When using our Services, including starting a Medical consultation, you consent that we, the Medical staff and/or a Partner clinic provides Healthcare services to you.
- 3.4. **Anonymous service.** An Anonymous service is a Service we or a Partner clinic can provide to you without needing to Identify you. This may entail general (non-personalised) medical advice we can offer to you without needing to Identify you, providing data about healthcare system, providing psychological advice and other similar services which do not fall under the scope of Healthcare Service. You are aware and agree that you might not receive all Services during a Medical consultation qualifying as Anonymous service.
- 3.5. **Personalised service.** A Personalised service is a Service where we or a Partner clinic needs to Identify you. The Medical team can provide Personalised services only in case they are able to successfully Identify you. Personalised services may include the following services: (a) providing personal medical advice; (b) issuing or prolonging prescription drugs; (c) starting a sick leave; (d) issuing a referral; (e) referring to an analysis or laboratory test; (f) processing your personal data available on state-operated healthcare database; (g) issuing a medical document or certificate; (h) making a physical appointment.

- 3.6. **Services based on Medical Decision.** The Services are available only in case the Medical team, based on its medical experience and knowledge, deems such Service to be appropriate and necessary based on your health related problem or need. We nor the Medical team is obliged to provide any Services in case we or the Medical team decides there is not enough information to render the Service or rendering of the Service is not appropriate, necessary or which may otherwise be harmful to you. We are not liable for any consequences in case we refuse to render any Service.
- 3.7. **Only Primary Care.** Our Medical team consists of professionals focused only on primary care. Therefore, all medical advice received through the Services are received from primary care professionals (nurses, general physicians, other professionals) and does not cover specialist doctor advice or analysis' and test outside the primary care scope.
- 3.8. **Service Location.** You can use our Services either via Platform or at the physical rooms of ours or our Partner Clinic.
- 3.9. **Means of Consultation.** Our Platform enables you to have a Medical Consultation from distance, either via chat, call or video call. A Medical Consultation is deemed to have started when on the Platform (i) you start a chat or call (ii) reserve or start a call or video call. A Medical Consultations is deemed to have ended when (i) the doctor ends the chat or (ii) the call or video call ends or (iii) the call or video call booking is canceled before the Medical team has initiated the call or video call.
- 3.10. **Services by Partner Clinic.** You acknowledge and accept that the Medical Consultations (including medical advice provided as part of the Health services and Healthcare services) are provided by a Partner Clinic, not by us. We act as a technical platform operator connecting you with a Partner clinic and its Medical team. You acknowledge and accept that we as a technical platform operator are not liable for the content and quality of the medical advice received from a Partner clinic or the Medical team. By starting a Medical Consultation, you accept and agree with the terms of service and privacy policy of the Partner clinic rendering the Health services and Healthcare service to you.
- 3.11. **Physical meetings.** By using the Services at the physical rooms of a Partner clinic, you accept and agree with the terms of service of the respective Partner clinic.
- 3.12. **Data required for Service.** To use the Service and receive adequate and accurate guidance or recommendations, you are requested to provide certain personal data, including sensitive personal data, on the Platform to us or the Medical team. You are aware and agree that we or the Medical team may refuse to provide the Services or the Service quality may be lower in case you do not provide sufficient and accurate data to us or the Medical team. All data you provide to us, the Medical team or Partner clinic is relevant, true, accurate and complete. In addition, you are aware that when rendering the Services we or the Medical team may not check your health data stored in any third party database.

- 3.13. **Data storage.** When rendering the Services, we process (collect, create, store, etc.) certain personal data, including special category of personal data, about you. You acknowledge and accept that this data may be stored exclusively with us, unless it is mandatory by law to enter the data into the state-operated healthcare database. If you do not want us to process, including store, your data, you must stop using our Service and notify us of your request to stop processing your personal data.
- 3.14. **Recording.** We may record the chats, calls and video calls we have when rendering the Services. These recordings remain confidential and can be used, for example, for quality assurance purposes.

## 4. CANCELLATIONS

- 4.1. **Cancellation by you on Platform.** In case you cannot participate during the Medical Consultation, or you wish to waive your upcoming Medical Consultation, you must cancel the respective Medical Consultation within 24 hours before indicative start of the Medical Consultation either by following the cancellation instructions on the Platform or respectively notifying us of cancellation request to <https://viveohealth.com/contact>. In case you have not duly cancelled the Medical Consultation as describe before, we reserve the right not to refund the Fee paid for that Medical Consultation and/or charge you fees applicable for the relevant Service.
- 4.2. **Cancellation by us.** We, the Partner Clinic or the Medical team have the right to refuse to provide the Services or cancel a Medical Consultation, in case you (i) breach your obligations under these Terms of Services; (ii) do not follow the requirements or instructions of us or the Medical team, (iii) you have not responded to the Medical team within 10 minutes as of Medical team member's last message or unanswered call, (iv) you have unpaid invoices, (v) we, Partner Clinic or the Medical team deems it impossible, unreasonable, unlawful or too risky to provide any advice or consultation to you via the Platform, (vi) the Medical team deems it is not be qualified to consult you on a given matter, (vii) you record the Medical team without its express written consent; (viii) you behave offensively or impolitely with us, the Partner Clinic or Medical team; (ix) the Medical team deems you not to be adequate to have a consultation through the Platform (e.g., you are intoxicated, minor or in other way your legal capacity is limited) or (x) due to unforeseeable circumstances our Medical team cannot participate at the Medical consultation or render the Services.

## 5. LIMITATIONS

- 5.1. **Service Limitations.** Please be aware that our Services do not replace doctor's visits and may not be suitable for all health-related questions and events. Many questions may require physical examination, taking analysis', complicated tests, visiting specialist doctor and/or take other suitable steps. Our Platform and our Services cannot help you in all these matters. We urge you to consult with your family doctor or general practitioner or turn to the emergency room if you have an emergency.
- 5.2. **6.2. Primary Care limitations.** Although we aim to cover most to the primary care services, our Services may not include all services available through clinics, hospitals, family doctor's offices or general practitioners. We or the Medical team will instruct you on what services are included and excluded in the Services.
- 5.3. **Breach of Agreement.** We, our Partner Clinics and the Medical team are entitled to refuse to render Services in case we have a reason to believe you are violating our agreement and any term specified herein.
- 5.4. **No Guarantees.** You acknowledge and agree that we, Partner Clinic and/or the Medical team cannot give any warranties, promises or guarantees about the efficiency or successfulness of our Service nor healing of any health issues.
- 5.5. **Restrictions.** We are entitled to limit or stop providing Services if this is required due to technical updates, maintenance work, due to overload of usage, misuse of the Services, fraudulent activities, or any other reason we deem significant enough.

## 6. FEES & PAYMENTS

- 6.1. **Consultation fee.** For enabling you to access and use our Platform and Services, we charge a fee ("**Fee**"). The fee is charged for providing access and using the services.
- 6.2. **Other fees.** The Fee does not include all expenses incurred when using our Services and providing primary care help. We and/or our Partner clinic may charge other fees for Services rendered on our Platform. For example, specialist doctor's visits, certain analysis and laboratory tests may be available for additional fees. Before incurring any such additional fees, we will inform you about such fees before such fees incur. If you do not accept these costs, you can refuse to use the Services.

- 6.3. **Pricing.** For using the Services, we apply the pricing applicable at the time of payment and as presented in the Platform.
- 6.4. **Partner clinic's fees.** Should you decide to use Partner clinic services or products outside the Platform (for example, physically visiting the Partner clinic; making analysis / tests; getting a prescription for drugs; obtaining a referrals; other services the Partner clinic may offer), you accept and agree that the Partner clinic may charge separate fees for these services or products which the Subscription fee does not cover. You will pay for these services or products in accordance with the terms of service and guides specified by the Partner clinic.
- 6.5. **Discounts.** We reserve the right to apply discounts and promotional pricings as we deem fit.
- 6.6. **Changes in Pricing.** We are entitled to amend the pricing as we deem fit. The pricing will be displayed on our Platform or otherwise informed thereof before using the Services.
- 6.7. **Currency.** All fees are calculated and paid in euros. The payment process may use to convert all payments from your original currency to euros.
- 6.8. **Third party processor.** Please be aware that we do not store your card details on our platform, we forward these to a licensed and renowned third-party service provider to store your card data and process the payments. The payment processing shall be handled in accordance with the processes and rules specified by third-party service providers.
- 6.9. **Claim for Refund.** Should you have any complaints regards fees we have charged, you can submit these to us via <https://viveohealth.com/contact/> within 5 business days as of charging these fees. We reserve the right not to satisfy complaints submitted after this period.

## 7. DATA PROTECTION

- 7.1. **Privacy policy.** By submitting your data, using our Platform and/or our Services, you accept and agree with our Privacy Notice ([https://viveohealth.com/app/uploads/2022/08/Viveo\\_LV\\_Privacy-Policy.pdf](https://viveohealth.com/app/uploads/2022/08/Viveo_LV_Privacy-Policy.pdf)) that includes more information on how we process your personal data, instructions on your rights and how you can exercise such rights. By using our Service, you acknowledge and agree that an agreement on data processing is concluded between you and us.
- 7.2. **Confidentiality of Medical Consultation.** We highly value your privacy and sensitivity of the data you and the Medical team shares on the Platform. Therefore, all data shared on the Platform and/or during provision of the Services must be kept strictly confidential by the Medical team, you and us.

## 8. LIABILITY

- 8.1. **Platform Service Level.** The Platform and the Service is provided on an “as is“ basis without any warranties or guarantees on any service level. We are not responsible for the performance of communication or data services, accuracy, completeness and functioning of the Services. We reserve the right to limit or stop the usage of our Platform or the Service as we deem necessary (for example, for technical updates). Every indication of a service level specified within our Platform or related to a Service is merely an indication of a potential service level, however, not a commitment to provide the Platform or deliver the Service with that service level. Furthermore, we are not responsible for any nonavailability or inability to deliver Services which are caused by the Partner clinic.
- 8.2. **Liability scope.** If we fail to comply with our obligations as set out by law and in these Terms of Service and you are not in breach of any of your obligations, then we will be responsible only for the direct and monetary damage you suffer that is a foreseeable result of our breach of these Terms of Service provided these damages are sufficiently proven and documented. We are not responsible for the breach of our obligations if it is caused partly or fully due to non-performance or non-compliance of these Terms of Service by you.

## 9. COMPLAINTS & TERMINATION

- 9.1. **Complain handling process.** If you have any complaints regards our Services, you undertake to write to us at <https://viveohealth.com/contact/> within 5 business days as of the date when you used or received the Service. You agree that after this period, your rights to complaints regards the Services will terminate and we reserve the right not to process or satisfy your complaint.
- 9.2. **Term of Agreement.** This agreement is concluded between you and us for an undefined term. If either you or us wishes to terminate the agreements between us, it needs to notify the other party 30 days in advance. In case of a breach of our agreement, we reserve the right to terminate the agreement without prior notice.

## LEGAL



- 9.3. **Communication.** All communication between us (incl. legal communication) will be in English.
- 9.4. **ToS of Partner clinic.** By starting the Medical Consultation or using Services at Partner clinic, you accept and agree with the terms of services and the privacy policy of our respective Partner clinic, and therefore duly conclude an agreement with our Partner clinic. All communication with us and the Partner clinic may be held in English, Russian or Latvian language.
- 9.5. **Changes in Agreement.** We reserve the right to unilaterally change the Terms of Service or Privacy Policy by publishing the updated notices on our website and notifying you accordingly. Should you not agree with our Terms of Service or Privacy Policy, you must suspend using the Platform and our Services and terminate our agreement by notifying us accordingly via <https://viveohealth.com/contact/>.
- 9.6. **Governing law & Jurisdiction.** The use of our Platform, our Services, these Terms of Service and Privacy Notice shall be governed by the Latvian law. Any disputes arising from our relationship will cannot be solved through amicable negotiations shall be resolved by the Court of Harju county.