



Terms of Use for HCPs

1. GENERAL

Likarnya Online and its affiliates (the “**Company**”) are working with healthcare professionals who are qualified and registered in various countries across the globe (“**HCPs**”) to provide remote triage healthcare consultations (“**Services**”) to displaced Ukrainian nationals (“**patients**”) via the Bionabu platform hosted by Bionesty Limited (“**Platform**”).

The Platform is a means for connecting patients with HCPs for virtual healthcare consultations.

These terms (“**Terms**”) set out the:

- The rules for using the Platform;
- The rules for offering your Services via the Platform; and
- Your rights and responsibilities.

Please read them and check regularly for updates as the latest version always applies; we’ll usually only make updates when we release new functionality on the Platform or have to comply with a new legal requirement. We reserve the right to update or change these terms at any time and for any reason. By continuing to use the Platform and to provide the Services, you agree to accept any such revisions to the terms.

The Company’s details are as follows:

Geographical address:

CANTERBURY HOUSE 1 ROYAL STREET, LONDON, SE1 7LL

Telephone: 07393328405

Email address: likarnyaonline@bionabu.com

2. WHEN THESE TERMS APPLY

Read these Terms before using the Platform. Whenever you access and use the Platform and/or provide the Services you agree to these Terms.

If you don’t follow all of these Terms then we can suspend or terminate your use of the Platform without providing you with further notice and remove from the Platform any reference to you and the provision by you of any Services. You can submit written notice to likarnyaonline@bionabu.com setting out why we should lift the suspension, reactivate your account or reinstate you as a provider of Services. We reserve the right to decide whether you should be granted access to the Platform (and on any conditions that we may determine), taking into account the interests and safety of any patient /user.

3. VOLUNTEER BASIS

You understand that the Platform is a tool to facilitate patients to access HCPs, and that we are not contracting you to provide the Services for and on our behalf. By registering with the Company to access and use the Platform, you are agreeing to:

- use the Platform to provide the Services as an independent contractor and volunteer directly to patients;
- to obtain the relevant consents/authorisations from your current employer (if applicable) or other third parties as required to provide the Services and to be available during all booked and confirmed virtual consultations with patients; and
- to provide the Services to patients free of charge and at your own expense, including bearing any costs or fees for opening and/or maintaining an account with Zoom or any equivalent virtual meeting platform service provider, and such other accounts as may be required to carry out the Services.

At no time will we be liable to compensate you or pay you any remuneration for any of your time spent providing the Services to patients or for any costs or expenses you incur when providing the Services or any time you spend away from your place of work.

As a volunteer, you understand that the Company does not assume any responsibility for providing you with any remunerations or financial or other assistance, including (without limitation) medical, health, dental, or disability benefits or insurance or indemnity coverage of any nature in the event of injury, illness, death, and/or damage to property.

4. SERVICES

You are only permitted to use the Platform to provide the Services and for no other purpose. You agree to limit the scope of the Services you provide to:

- maintaining on the Platform an up to date calendar or schedule of your availability to provide virtual consultations to patients during each calendar month for the duration of these Terms;
- providing a Zoom and Calendly link for patients to book a consultation with you
- attending all virtual appointments with patients that have been booked via the Platform, provided that if you are unable to attend an appointment with a patient you provide the patient with advance notice and reschedule that appointment; and
- you provide each patient with triage services at each virtual consultation, which will involve you assessing the patient on a triage basis and informing them as to the immediacy of their (or their child's) need for in-person medical assistance.

You undertake that you must not, as part of the Services, prescribe or offer to prescribe any treatments or medicines to any patient during any consultation booked via the Platform.

You understand that you will be required to have and maintain a free account with Zoom or at your expense, as well as with Calendly, in order to be able to provide the Services. You will also be required to have and maintain your own Whatsapp account, as well as a Telegram account, at your expense. You understand that we will facilitate the setting up of a WhatsApp group chat amongst all HCPs ("**WhatsApp Group Chat**") for purposes of collaboration and/or sharing of opinions. You further understand and acknowledge that any

ideas, information or opinions shared on the WhatsApp Group Chat by any HCP is not content published, owned or endorsed by us, and that we are not responsible for its correctness. We are not responsible for and cannot be held liable for any content, opinions or ideas shared on the WhatsApp Group Chat and for your reliance on any such content. You will only use, share or post content in the WhatsApp Group Chat if it is relevant to the provision of the Services and where it would not amount to a breach of any confidentiality obligation, law, regulation or guideline. You will not share, reproduce or otherwise disseminate any ideas, opinions or content that is confidential in nature that has been posted to the WhatsApp Group Chat with other third parties.

Before you are able to provide the Services on the Platform, you will be required to attend an induction training and/or technology onboarding session provided by the Company.

You understand and acknowledge that patients currently accessing the Platform from Ukraine, Belarus, Turkey, Israel, EU countries and the US ("**Countries**") will be able to book a virtual triage consultation with you on the Platform. It is your responsibility to determine if you can lawfully provide the Services to any such patient and to decline any request for an appointment with a patient for whom it may not be lawful for you to provide the Services. Should you provide the Services to any patient where it would not otherwise be lawful for you to do so, you do so at your own risk.

5. **REGISTRATION**

You will need to register on Bionabu for a user account in order to access the Platform. When you register on the Bionabu Platform, you will need to provide us with your name and email, a picture of yourself and certain other information collected by us. You will also need to submit following document for due diligence:

- the country in which you are registered to practice; and
- that you are qualified and registered with the applicable healthcare professions council in your jurisdiction, if applicable.
- Your ID or driving license

You must notify us promptly of any updates or changes to the information you provide to us for purposes of your registration ("**Information**").

We can request any evidence from you to support any of the Information you provide us, including professional or registration numbers with your healthcare professions council and certificates of qualification. We reserve the right to withhold registering you for an account on the Platform / to suspend your access to the Platform until such time as you provide us with the requested information.

You agree that any Information you provide to us will be true, accurate, current, and complete. If at any time we suspect or it is brought to our attention that any information you have submitted to us during registration is false or untrue, we can terminate your account without further notice to you and claim from you any damages or loss we have incurred as a result of your conduct.

You permit us to disclose your Information to patients and to display your Information (or any part of it) on the Platform to enable patients to make an informed decision about with which HCP to consult. You must ensure that any Information displayed on the Platform is correct and up to date.

You grant the Company the right to use, reproduce and distribute photographs or other recordings of you that you provide to us or which are taken of you by the Company in connection with your use of the Platform and/or provision of the Services, for any lawful purpose related to the Services and/or the Platform. You will not be entitled to any compensation, including (without limitation) to, any royalties, proceeds, or other benefits derived from such photographs or recordings or their use by us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

If you know or suspect that anyone other than you knows your user identification code or password, please let us know as soon as possible at due-dilligence@bionabu.com.

6. **TERMS FOR USING OUR PLATFORM**

A few rules to stop you (and us) getting in trouble.

Don't mess with our Platform

You are not permitted to:

- Hack the Platform
- Try to get around our content security technology (software that stops people copying our content)
- Use our Platform in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect
- Access the Platform other than through the currently available published interfaces that are provided by us
- Use any of our trade marks or logos or proprietary materials
- Interfere with, disrupt, damage or compromise the Platform
- Otherwise abuse the Platform, the patients or encourage anyone else to do so.

Don't harm or offend other people...

...while using the Platform:

- Don't damage our reputation. This could be by associating us with sexism or racism, for instance or using hate speech
- Don't get us sued – by defaming (damaging the reputation of) someone
- Don't harass or upset people
- Don't post or upload anything offensive or obscene

7. **YOUR INFORMATION**

We will look after, store and use your Information (that we collect in terms of clause 5) in accordance with the terms of our privacy notice (see here). If you have any questions about anything you read in the privacy notice, please contact due-diligence@bionabu.com

8. **TERM AND TERMINATION**

By accepting these Terms, you are accepting to be bound by these Terms, as updated from time to time, for so long as you continue to provide the Services and are registered as a user of the Platform.

If you register with us to use the Platform, and later change your mind, you can deactivate your account at any time on no less than [seven (7) day's written notice to due-diligence@bionabu.com. Following receipt of your termination notice, you will continue to provide the Services to any patients who have booked to use your Services. You will ensure that patients are not able to reserve appointments with you beyond the date your termination takes effect.

By deactivating your account, you will be terminating any agreement you may have with us under these Terms. Once your account has been deactivated you will no longer have any access to the Platform.

The Company may suspend or terminate your use of the Platform for any reason at any time.

9. **WHAT YOU NEED TO KNOW**

Any health records created by you relating any patient whilst providing the Services will be stored and maintained by you and not by us. We take no responsibility for the safe-keeping, storage or use of any such documentation.

You agree to ensure that you comply with all applicable data protection laws when collecting, storing and otherwise processing any personal data and/or health data you collect from patients whilst providing the Services. At all times you are and will be considered the "controller" of any such personal data and/or health data. We will not be liable to any third party (including any patient) for any failure on your part to comply with any applicable data protection laws when processing the personal data and/or health data of any patient.

You agree to maintain the privacy and confidentiality of the patients, their families and/or host families.

10. **WHAT YOU PROMISE US**

By agreeing to these Terms, you hereby agree and confirm that:

- By entering into these Terms and providing the Services you are not in breach of any applicable laws, regulations, rules and guidelines binding on you ("**Applicable Laws**");
- You will at all times comply with all Applicable Laws when providing the Services;
- You have and will maintain all licences, consents, registrations and approvals (including registration with any professional bodies) required to provide the Services and that you will promptly notify us in writing if any such licence, consent or registration is withdrawn;
- You have adequate professional indemnity insurance and/or other insurance to cover the provision of the Services;
- You will at all times act within your professional competence;

- You will at all times treat patients with respect and dignity and be respectful of each patient's culture;
- You will act with due skill, care and diligence when providing the Services and ensure that you obtain all relevant patient consents prior to providing any virtual consultations to patients; and

11. **WHAT WE AREN'T RESPONSIBLE FOR**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

However, to the fullest extent permitted by law, we are not liable to you or any third party for any of the following:

- any failure for a virtual consultation between you and a patient to take place or for no patients selecting you for a virtual consultation;
- any wrong or negligent medical advice given by you to a patient and any loss, damage, personal injury or death a patient may suffer as a result of relying on that advice;
- any other harm, loss, death or personal injury any third party may suffer because of something you did or failed to do; and/or
- to the extent permitted by law, for any loss, damages or harm you may suffer as a result of using the Platform and/or connecting any of your hardware or software to the Platform and/or providing the Services, including any act or failing on the part of any patient.

We will also not be responsible for or in breach of these Terms due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, an epidemic or pandemic, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

We will not interfere in your practice or judgement as in HCP. Any patient-provider relationship will only be between you and the relevant patient, not us.

12. We are also not responsible for ensuring that any patient receives or is able to access any virtual meeting links (Zoom or otherwise) to any virtual consultation reserved by them with you on the Platform. It is your responsibility to provide any patient with any such link or meeting request. **INDEMNITY**

You indemnify the Company (and its affiliates, successors and assigns) against all harm, loss or damage suffered as a result of:

- any failure of a virtual consultation to take place;
- any wrong or negligent medical advice given by you to any patient;

- any harm, loss, death or personal injury a patient may suffer because of any advice you provided to a patient whilst providing the Services; and/or
- any breach by you of any data protection laws or obligations of confidentiality owed to any patient.

13. **OWNERSHIP**

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are belong to the Company, its licensors or other providers of such material and are protected by law. These Terms permit you to use the Platform to provide the Services and not to use the Platform for any commercial reasons.

14. **FINAL STUFF**

- We may assign our rights and duties under these terms to any party at any time without notice to you and/or your approval. These Terms are binding on you and the Company (including any successors and assigns).
- This is a contract between you and us. No one else has any rights to enforce its terms, other than the indemnified persons (but only in relation to paragraph 12).
- English law governs these terms and only English courts can make judgments about them.

08 March 2022