



Terms of Use for Patients for [NewCo]'s Healthcare Consultation Services

1. GENERAL

These are Likarnya Online's (the "**Company**") terms of use. They tell you:

- The rules for using the Likarnya Online telehealth ("**Platform**");
- How you can access and use the healthcare consultation services we describe in paragraph 3 below ("**Services**") below; and
- Your rights and responsibilities.

Please read these terms 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 Services, you agree to accept any such revisions to these terms.

2. WHEN THESE TERMS APPLY

Read these terms before using the Platform and Services. Whenever you access and use the Platform or 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 or Services without providing you with further notice.

3. ABOUT THE PLATFORM AND THE SERVICES

The Platform is an online site that offers you access to virtual triage consultations with healthcare professionals ("**HCPs**") via dedicated booking team. The details of each HCP, their area of practice, their place of qualification, languages spoken and availability will be provided on the partner Platform Bionabu so that you will only receive a suitable doctor for consultation with the reminder on your Telegram and/or email address.

Your use of the Platform is free of charge. You will not have to pay any fees to us [or to the HCPs] to use the Platform or to receive the Services. HCPs are providing their time on a voluntary basis.

Once you submitted the electronic patient form you will be automatically registered with us (the Company) you will be able to access the virtual consultation appointments with an HCP via Calendly booking confirmation. Each time before you want to book an appointment you will be required to complete a mandatory booking form as described in paragraph 5 below.

Once appointment with an HCP has been booked by our booking team, you will be sent (by email / sms) a link to your virtual meeting (usually Zoom or Telegram, but other virtual meeting platforms may be used by the HCPs from time to time). On the scheduled date you must use this link to connect to a virtual video-call with the HCP. On this call the HCP will advise you (where possible) if you (or your child, if your child is the patient) requires access to immediate in-person medical care or not.

It is not possible for HCPs to prescribe medication or a treatment to you or your child during these virtual consultations or otherwise on the Platform. One of the reasons for this is that many of the HCPs are qualified as healthcare professionals in and providing the Services to you from a different country to the country where you currently are.

Nothing on the Platform, including the fact that the Services can be accessed on the Platform (other than information and Services you receive from the HCPs) should be considered medical or healthcare-related advice or an endorsement, representation or warranty that any treatment or course of action is safe, appropriate, or effective for you.

4. **CHILDREN**

Only persons above the age of eighteen (18) are permitted to register with us and to access and use the Platform. If your child requires access to a virtual consultation with an HCP, you will have to register with us and book a virtual consultation with an HCP on the Platform on behalf of your child.

5. **REGISTRATION AND BOOKING FORMS**

Each time you would like to book a virtual consultation with an HCP, you will be required to complete a mandatory booking form. When you do so you will need to provide us with your name, your email address, telephone number, age, language, reason for booking the Services (and various other information). We will share these details with the HCP you have booked the consultation with.

You agree that any information you provide to us for registration purposes and on any mandatory booking form ("**Information**"), will be true, accurate, current, and complete.

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 likarnyaonline@bionabu.com

6. **TERMS FOR THE PLATFORM AND SERVICES**

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

(a) **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 Services, or HCPs or encourage anyone else to do so.

(b) **Don't harm or offend other people...**

...while using the Platform or the Services:

- 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

(c) **Keep it private**

Whenever you are:

- entering your details into the Platform or logging into the Platform;
- completing a mandatory booking form; and
- attending a virtual consultation with an HCP,

please make sure you are in a private place or setting so as to prevent any unintended sharing of your Information with third parties.

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

The Company does not interfere in the practice of or judgement of any HCPs, each of whom is responsible for his or her provision of the Services and compliance with the requirements applicable to his or her profession when providing you with the Services. Your relationship with the HCP who provides you with the Services is separate to your relationship with us.

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 for any of the following:

- any failure of a virtual consultation to take place for any reason;
- if you are unable to book an appointment with your preferred choice of HCP;

- any harm, loss, death or personal injury you may suffer because of advice you obtain from an HCP via the Services or for something an HCP does or fails to do.

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.

8. YOUR INFORMATION

We will look after, store and use your Information (that we collect in accordance with 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 likarnyaonline@bionabu.com

Any health records created as a result of your use of the Services will be stored and maintained by the HCPs (or their service providers) and not by us. We take no responsibility for their safe-keeping, storage or use.

The collected data might be analysed for research purposes to report general insights, themes and patterns across patients. We never publish any information that could allow a person to be identified, unless that person has specifically consented to it or requested it.

9. TERM AND TERMINATION

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

If you register with us to use our services and later change your mind, you can request to delete your data at any time. All you need to do is email "remove data" to likarnyaonline@bionbu.com and a support team member will confirm and complete your request.

By deleting your data, you will be terminating any agreement you may have with us under these terms. Once your data was deleted you will no longer have any access to the Platform or Services.

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

10. CONTENT ON THE PLATFORM

The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform. Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

11. **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 for your personal, non-commercial use only.

12. **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.

The Platform and the Services are available in the Ukraine, Belarus, Turkey, Israel, EU countries and the US ("**Countries**"). If you are not in any of these Countries you may not access or use the Platform. We make no claims that the content of the Platform or the use of Services is appropriate outside of these Countries. Access to the Platform and the Services may not be legal by certain persons or in certain countries. If you access the Platform or Services from outside the Countries, you do so at your own risk.

- This is a contract between you and us. No one else has any rights to enforce its terms.
- English law governs these terms and only English courts can make judgments about them.

8 March 2022