

Terms and Conditions of Service

TERMS AND CONDITIONS FOR SERVICES DELIVERED BY ELECTRONIC MEANS

General provisions

1. The terms used within these Terms and Conditions of Service shall be understood as follows:
 - a. **Price List** - price list for Services made available to the Patient before concluding of the Agreement, indicating amounts to be paid to the Service Provider in exchange for the provision of Services; the Price List is made available on the Platform;
 - b. **E-consult Services** - the services provided by electronic means based on the Terms and Conditions for E-consults;
 - c. **Expert** - the entity which provides Health Related Information based on the Terms and Conditions for E-consults;
 - d. **Form** - the internet form which the patient fills out with their data, required for the purpose of providing Telemedicine Services according to the Terms and Conditions for E-consults.
 - e. **Schedule** - the schedule of availability of Consultants and Experts;
 - f. **Password** - a string of characters which can be used to gain authorised access to a Profile on the Platform, used to identify a Patient while providing Services, defined individually by the person registering a Profile or a Patient or assigned automatically by the system upon registration of a Profile, of no less than 8 characters, including small and large letters, digits and special characters;
 - g. **Catalogue** - a collection of information regarding the available specialisations in which Consultants and Experts provide services, along with all the information required by the provisions of the law;
 - h. **Login** - the e-mail address of the Patient indicated upon concluding of the Agreement. The address is used each time the Patient wishes to access their Profile;
 - i. **Platform** - the application made available under www.telemedi.co or in the form of a mobile app which constitutes an element of the ICT system which enables provision of Services through the Platform;
 - j. **Profile** - individual and authorised Patient account within the Platform;
 - k. **Terms and Conditions of Service** - these Terms and Conditions;

- l. **Terms and Conditions for E-consults** - the terms and conditions regarding the E-consults Service provided by electronic means, included in section III of these Terms and Conditions of Service;
 - m. **Terms and Conditions for the Platform** - the terms and conditions for the provision of Access to the “Telemedi.co Platform” Service by electronic means, included in section II of these Terms and Conditions of Service;
 - n. **Agreements** - the agreements for the provision of Access to the Service and E-consult Services, concluded on the basis of the Terms and Conditions of Use for the Platform and the Terms and Conditions for E-Consults;
 - o. **Access to the Service** - the service providing access to the “Telemedi.co Platform”, provided to Patients by the Service Provider by electronic means, which includes providing access to the Platform and arranging E-Consult Services ordered by Patients;
 - p. **Services** - services provided on the basis of the provisions of these Terms and Conditions of Service;
 - q. **Service Provider** - Diversity Hub Foundation, entered into the Registry of Entrepreneurs of the National Court Register, maintained by the District Court for the City of Cracow, XI Commercial Department of the National Court Register under KRS#: 0000552838, VAT#: 6772388059;
 - r. **Patient** - a natural person of at least 18 years of age with full legal capacity, including any natural persons conducting commercial activity who uses the Access to the Service provided by the Service Provider. A Patient may be a minor or a person without full legal capacity, as long as they are represented by their legal representative.
2. These Terms and Conditions of Service are made available free of charge on the www.mhhelpline.co website in a way which enables downloading, reviewing and recording of these Terms and Conditions.
 3. By accepting these Terms and Conditions of Service the Patient confirms that they are aware that the related Services are provided by electronic means of communication.
 4. If a connection with a Consultant is not possible, if any difficulties arise or if obtaining a connection takes too much time while the physical or mental condition of the Patient is deteriorating, the Patient should immediately seek the assistance of a healthcare facility.

5. In case of a sudden deterioration of health or mental condition, the Patient should immediately contact the 112 emergency hotline in order to call an ambulance or make way to the nearest healthcare facility.
6. The fact that the Patient is contacting or makes attempts to contact a Consultant may not justify any delay nor it may substitute any of the activities indicated in items 5 and 6.
7. These Terms and Conditions of Service apply to Agreements concluded with corporate clients in the scope which is not regulated therein.
8. To any matters which are not regulated by these Terms and Conditions of Service, provisions of the common law apply.

Terms and Conditions for the Platform

§1. General Provisions

1. The terms used within these Terms and Conditions for the Platform shall be understood as follows:
 - a. **Price List** - appendix to these Terms and Conditions for the Platform which defines the amounts of fees due to the Organizer for providing Services; the Price List is made available through the Platform;
 - b. **Partner** - a contractor of the Service Provider, particularly an entity providing insurance services or an employer who concludes an agreement with the Service Provider on the basis of which the beneficiaries (policyholders or employees) gain Access to the Services including the Platform and the E-Consults based on the provisions of the Agreement;
 - c. **Agreement for the provision of Access to the Service** - agreement for the provision of Access to the Service based on the provisions of these Terms and Conditions for the Platform;
 - d. **Voucher** - a digital code authorizing the use of e-consultations without the need for a personal visit pay remuneration for this e-consultation, which is a confirmation that the Service Provider's Partner (entity providing the voucher to the person using the e-consultation) paid the fee for this e-consultation based on a separate agreement; The voucher may be of a one-off nature, entitling you to

use a single one e-consultation or multiple use, entitling you to take advantage of many e-consultations.

- e. **Application** - interactive form which when completed in accordance with the provisions of the Terms and Conditions of Service is tantamount to concluding an Agreement for the provision of Access to the Service and setting up and activating a Profile within the Platform. It is one of the ways in which the above-mentioned agreement may be concluded;
 - f. **Remuneration** - the amount due for the provision of Services by the Service Provider in accordance with the Price List.
2. The service provider provides Access to the Service acting as an E-Consult Service provider through the Platform.
 3. The Service Provider is an entity conducting medical activity and provides medical services as per the act on medical activity as a registered Healthcare Service Provider registered within the Registry of Medical Service Providers under #000000191183.

§2. Access to the Service

1. Providing Access to the Service includes:
 - a. organizing the E-consult service conducted by Consultants and experts,
 - b. communication with the use of electronic means and the telephone,
 - c. providing access to the Platform to Patients, Experts and Consultants,
 - d. managing the Platform,
 - e. transferring data between the Patient and the Consultant or the Expert,
 - f. sharing information regarding Services and E-consults,
 - g. enabling connections between Consultants and Experts,
 - h. registering and managing the Profile,
 - i. management of the Hotline,
 - j. managing complaints and charging fees,
 - k. evaluating service satisfaction levels by sending requests for information or by requesting for evaluation of the service by telephone,
2. The Service Provider provides Access to the Service 24 hours per day, 7 days per week within the scope in which it is regarding the access of a particular User to the Platform. As regards the Hotline, the Service Provider provides

Access to the Service on workdays between 9.00 a.m. and 5.00 p.m.. In the scope of the E-consults, availability of the Service depends on the individual availability of Experts and Consultants, as indicated within the platform.

3. The Service Provider reserves the right to temporarily limit Access to the Service when it is necessary in order to conduct any required maintenance and service work regarding the Platform. Users shall be informed of every case of such limitation of Access to the Service in advance.
4. The Service Provider shall make the Catalogue available to the Patients.

§3. Conditions for concluding and terminating agreements

1. The Agreement is concluded on the basis of the provisions of the Terms and Conditions for the Platform and it is regarding medical services as per the Act on Consumer Rights.
2. The Agreement for the provision of Access to the Service is concluded upon:
 - a. submission of the Registration Application;
 - b. acceptance of the Terms and Conditions;
3. Concluding of the Agreement for the provision of Access to the Service in the way which is described in § 3 item 2a is subject to the following conditions:
 - a. a Registration Application shall include the Patient's e-mail address and telephone number (this may not be a landline). The Patient has the possibility to create a Password. In case the Patient does not provide a Password it can be generated automatically by the Service Provider's system. The Patient shall be notified of the Password which has been assigned to their account.
 - b. submission of a Registration Application means that the person submitting the Registration Application declares that:
 1. the person submitting the Registration Application is at least 18 years old and that they have full legal capacity;
 2. the e-mail address and the phone number indicated in the Registration Application belong to the patient and their submission does not violate any rights of any third parties.
 - c. In the case when a User is a person who does not have a full legal capacity, the person making the declaration must be their statutory representative.
 - d. After receiving a correctly completed Registration Application, the Service Provider activates the Patient's individual Profile on the

Platform, to which the Patient has access with the use of the Login and Password.

- e. Submitting a Registration Application is tantamount to the Patient's acceptance of the contents of the Platform Regulations.
4. A Patient's e-mail address is connected to their Profile, it is used to identify the Patient by the Service Provider, by Consultants and Experience and in case of any communication with the Patient. The Patient is obliged to inform the Service Provider in case they change their e-mail address, by contacting the Hotline and making a suitable change through the correct form on the Platform.
5. Setting up a Profile is free of charge.
6. A Patient may set up a Profile by providing additional data with the use of the Form, including the data mentioned in § 2 item 7 of the Terms and Conditions for E-consults, the additional e-mail or phone number.
7. A Patient is obliged not to disclose their access details to their Profile to any third parties.
8. If the provisions of separate agreements do not state otherwise, the Agreement for Provision of Access to the Service has the character of a framework agreement and it is concluded for an indefinite period of time.
9. The Service Provider charges fees for organizing E-consult Services according to the Price List and the information for Patients which is made available through the platform. A Patient is obliged to immediately inform the Service Provider by e-mail or through the Hotline in case of any security breach or any cases when an unauthorised person gains access to the Patient's Profile.
10. One-time voucher:
 - a. enables its holder to take advantage of one e-consultation, provided that the code is entered a voucher when arranging e-consultations;
 - b. may have an expiry date, i.e. the date by which it can be used (on this date - it loses importance; a The e-consultation package contained therein is no longer valid); the date is indicated directly in the voucher or may result from an agreement between the Service Provider and the Partner;
 - c. known to be used at the start of the e-consultation.
11. Reusable voucher:
 - a. entitles the person to use the specified number of e-consultations ("Consultation Package") to be provided by the Partner to the Voucher;

b. may have an expiry date, i.e. the date by which it can be used (on this date - it loses importance; a The e-consultation package contained therein is no longer valid); the date is indicated directly in the voucher or may result from an agreement between the Service Provider and the Partner;

c. has information on how many e-consultations one person can use under a given Consultation Package ("number of e-consultations per person");

d. when arranging e-consultations, the number of arranged e-consultations is verified on the basis of a reusable voucher (compliance with the "e-consultation package") and the number is verified scheduled e-consultations per person;

e. if the number of arranged e-consultations on the basis of this voucher exceeds the number of e-consultations available for the Partner in the e-consultation Package - arranging another e-consultation based on this the voucher will not be possible;

f. if the number of scheduled e-consultations for a given person intending to use e-consultations exceeds number of scheduled e-consultations per person - there will be no appointment for another e-consultation for this person possible;

12. The distribution of vouchers belongs to the Service Provider's Partner. The service provider will not verify that the person e-consultation user is a person authorized by the Partner, if it has a valid one voucher.

13. The person using e-consultations undertakes to immediately inform the Service Provider of any kind security breaches or accident of using the Profile by unauthorized persons.

14. The person holding the voucher undertakes to immediately inform the Service Provider or the Partner about any the type of violations of the rules of using the voucher, in particular - the access to the voucher by persons not authorized by the ground floor.

11. The content related to concluding and carrying out of the provisions of the Agreement for Provision of Access to the Service is recorded, secured and shared with the Patient with the use of electronic means of communication.

12. In the case of a legitimate threat to the health of the Patient requiring immediate medical assistance, the Assistant, Consultant or Expert may transfer the required information in order to carry out their duty of providing medical assistance.

13. Each of the parties may terminate the Agreement with immediate effect in case of a significant violation of the conditions of the Agreement, provisions

of the law or the rights of the terminating party or any third party, by the other party.

§4. Terms and Conditions of Service

1. The default duration of each Individual E-consult Service is 50 minutes (individual time unit). If the E-consult requires more time, the Consultant extends the duration of the consult to the time required by the medical problem of the Patient. No charges are made for the extension of the duration of the Consult.
2. The Patient is obliged to cancel the scheduled E-consult Service no later than 24h hours prior to the scheduled appointment. Should the Patient fail to connect or accept a call from a Consultant, Assistant or an Expert at the time of a scheduled appointment, the Service Provider reserves the right to charge the Patient with a fee equal to the price of the ordered E-consult Service.

§5. Payment of fees

1. Except for particular cases defined in the Terms and Conditions, the Service Provider provides Access to the Service in exchange for a fee as per the provisions of the Terms and Conditions of Service.
2. Fees for the provision of the Service may be paid by:
 - a. a Patient, by purchasing an E-consult or a Subscription Plan,
 - b. a Partner of the Service Provider who agrees on the form and scope of access to telemedicine services, consults and medical information within a separate agreement.
3. Fees for provision of the Service are to be paid:
 - a. for each E-consult, with the reservation that in case additional time units are used an additional fee shall be charged for all time units used in according to the Price List,
 - b. on a subscription fee basis in the case when this option is made available to the Patient.
4. Fees for the provision of the Service are regulated:
 - a. by the Price List which constitutes an appendix to the Terms and Conditions for the Platform which is made available on the Platform.
 - b. in the Price List (persons using e-consultations individually), constituting an attachment to the Regulations The Platform, available on the Platform; wherein:

1. payment for a single E-Consultation Service is collected before its commencement;
2. at the request of the person using e-consultation, the Service Provider will issue a VAT invoice after making it a relevant notification by e-mail to the e-mail address: mentalhealth@diversityhub.pl
3. cancellation of E-Consultation with advance notice not less than 24 hours before the date for which has been arranged in accordance with the E-Consultation Regulations will result in an automatic return received payment.

5. Payment for the service can be made by:
 - a. the Patient on their own behalf;
 - b. a Partner on behalf of the Patient (their own employee, or on the basis of an insurance policy agreement concluded between the Partner and the Patient).
6. Payment for the service is made through:
 - a. an external payment provider - the Patient is automatically redirected to an external site,
 - b. wire transfer - the Patient is redirected to an information site including details of the Service Provider's bank account and instructions regarding the payment,
 - c. voucher - a previously purchased package of E-consults including a predefined number of consults. The Voucher may be purchased by an individual Patient or by a Partner.
7. The Patient is redirected to payment methods automatically or via a hyperlink sent to the e-mail of the Patient.
8. The Patient can make the above-mentioned payment through a settlement account within the Platform. The settlement account works as follows:
 - a. payment for E-consults is first made with the use of the funds gathered within the Profile;
 - b. bank transfer - a person using e-consultations is redirected to the information containing Service Provider's bank account details and payment instructions,
 - c. voucher - a previously purchased E-consultation package including a fixed number of consultations. Voucher it can be purchased by a person using individual e-consultation or by a Partner.

9. The person using the e-consultation is redirected to the payment methods either automatically or via a hyperlink sent to the e-mail address.
10. Payment with a voucher is identified by an individual voucher code, entered by the user e-consultation at the time of ordering the E-consultation service.
- 11.. Individual voucher code (s) are awarded at the time of purchase. If the vouchers are bought by the Partner, he makes voucher codes available to the person using e-consultation (his employee or other authorized person person) in order to use the E-Consultation service.

§6. Technical Requirements

1. In order to use the Platform the User has to meet the following technical requirements which are necessary to work with the ICT System used by the Service Provider:
 - a. the User must have access to a device with access to the Internet with Microsoft Windows, iOS or Android operating system and a minimum of 1 Mbps of broadband connection speed,
 - b. the current version of Chrome internet browser must be installed on the device with all applications required to connect to the teleinformation system enabled,
 - c. javascript service must be enabled (the most current version of JavaScript must be enabled on the device)
 - d. the User must have access to an active e-mail address,
 - e. the User must have access to a landline or mobile phone.
2. In the case of using the mobile app, the device should be based on Android or iOS operating systems, updated to the most current version.
3. In the case of using the Platform on mobile devices, the User is required to install the Telemedi.co app which is available on Google Play (www.play.google.com) or Appstore (www.appstore.com).
4. The recommended minimum screen resolution in case of using the platform through a web browser is 1024x768 pixels.
5. Connection with the platform takes place with the use of the SSL protocol.
6. In order to ensure security for the provided Service and transfer of data, the Service Provider shall take measures, particularly technical measures, which are adequate to any possible threats.
7. The Patient bears sole responsibility for non-performance or improper performance of the Service resulting from nonfulfilment of the requirements

defined by the provisions of the Terms and Conditions of Service for the Platform by the Patient.

§7. Rights and Obligations of the Parties

1. The Service provider reserves the right to:
 - a. Temporarily suspend the provision of Access to the Service, including in particular any case of required system related maintenance or modification of the Platform,
 - b. Send legal, technical and transaction related messages or any other messages related to the functioning of the Platform and to providing Access to the Service to the e-mail addresses of the Patients, including in particular any information regarding changes to the Terms and Conditions of Service,
 - c. Disclose any data of Consultants which is required by provisions of the law, and their availability schedules,
 - d. Immediately notify if a Consultant is not available, in case it is resulting from circumstances which arose after the Patient selected a time of the appointment.
2. The Service Provider reserves the right to stop providing Access to the Service, transfer the Rights to the Platform to another entity.

§8. Complaints

1. The Patient has the right to submit inquiries, remarks and complains with regards to the provision of Access to the Service.
2. Inquiries, remarks and complaints regarding operating of the Platform and any related technical issues are processed in electronic or written form or by phone, respectively to the form of submission, no later than within 14 working days.
3. Contents of complaints should include at least:
 - a. the data allowing for identification of the Patient: Patient's login, first and last name, e-mail address, address for correspondence (for complaints submitted by mail);
 - b. a definition of the subject of the complaint,
 - c. a statement of the Patient's demands,
 - d. an indication of the date when the event which resulted in an improper provision of Access to the Service occurred,

- e. the bank account number of the User in case the Patient demands a refund.

§9. Terms of responsibility

1. The Service Provider and the Patient are obliged to repair any damage which the other party incurred as result of non-performance or improper performance of duties resulting from the Agreement or the Terms and Conditions for the Platform unless the non-performance or improper performance was the result of circumstances for which the Party does not bear any responsibility.
2. The Service Provider bears responsibility for the E-consult Services provided by Consultants and Experts. The Service Provider bears responsibility towards the Patient for any non-performance or improper performance of the provisions of the Agreement for the Provision of the Service resulting from the fault of the Service Provider.
3. The Service Provider does not bear any responsibility for the Patient providing incomplete, false or incorrect information, particularly in the case when details of a third person are disclosed without their consent. The results of providing incorrect, incomplete or false, misleading data or data which is improper in any other way is the sole responsibility of the Patient.
4. The Service Provider does not bear any responsibility for the effects of using the Access to the Service by the Patient in any way which is incompliant with the Terms and Conditions for the Platform.
5. The Service Provider does not bear any responsibility for:
 - a. any damages incurred by third parties, resulting from Patients using the services in a way which is incompliant with the Terms and Conditions or any provisions of the law,
 - b. any damages resulting from a lack of continuity in provision of Services, resulting from any circumstances for which the Service provider does not bear any responsibility resulting from the occurrence of force majeure.
 - c. any activity or negligence of any third party, with the exception of the persons for whom the Service Provider bears responsibility as a result of the provisions of the law,
 - d. the Patient providing false or incomplete information upon registration.

§10. Final Provisions

1. The Patient shall cover the cost resulting from using electronic means of communication necessary to use the Service according to the price list of their telecommunications service provider.
2. Transferring any unlawful content or any content which is contrary to generally accepted principles of morality, or which violates the rights of the Service Provider or of others, or which may cause or encourage others to behave in a way which shall violate the law or the rights of any third parties, particularly their copyrights or moral rights, is prohibited.
3. The Platform includes content protected by copyrights, commercial property rights as well as intangible assets protected by intellectual property rights. None of that content, particularly not any of the text, images, software applications, designs, trademarks, icons, logotypes etc. may be reproduced or distributed in any form or in any way without permission. The Patient is obliged to use the content included in the Platform only for their own use.
4. The Service Provider may one-sidedly change the provisions of the Terms and Conditions in case of occurrence of:
 - a. force majeure,
 - b. any change in the provisions of the law which is applicable to the provision of services by electronic means or to remote transactions,
 - c. any change in the existing Services or implementation of new Services, with the reservation that the purpose of changes to the Terms and Conditions is to adapt their contents to the amended offer.
5. The Service Provider shall inform the Patient of any changes to the Terms and Conditions immediately after the Patient logs into the Platform. The Patient shall be bound by the provisions of the new Terms and Conditions unless they renounce them within 14 days from the day of publication of the notice regarding the change. The Patient who uses the Service based on a Subscription who does not accept the change to the Terms and Conditions is entitled to a refund of the unused amount of the Subscription Fee paid.