

SERVICE AGREEMENT

This Agreement is an open electronic agreement between you (hereinafter referred to as the User) and VIDEO-DOC ONLINE, SOCIEDAD LIMITADA NIE/CIF/ code: B72723398, address: 30 El-Horno Street, office 208, 38678, Adeje, Santa Cruz de Tenerife; tel. +34 624 578 487; e-mail: office@video-doc.net (hereinafter referred to as the Project), on your use of this web site and all services, products, and content provided by the Project.

The text of this User Agreement is permanently posted at the link when you register at www.video-doc.net and contains all of the material terms of the Project's public offer. By creating an account or using the service, you acknowledge that you have read, understand, and fully accept the terms and conditions of this User Agreement, as may be modified or amended in the future.

PROPER ACCEPTANCE OF THIS OFFER IS FOR THE USER TO TAKE THE FOLLOWING STEPS:

- TO READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE USER AGREEMENT AND ALL ANNEXES THERETO;
- TO ENTER VALID AND UP-TO-DATE INFORMATION, INCLUDING A VALID LOGIN, EMAIL ADDRESS, PASSWORD, AND OTHER INFORMATION IN THE REGISTRATION FORM IN THE REGISTRATION TAB AT www.video-doc.net;
- TO CHECK THE REQUIRED BOX UNDER THE HEADING *I ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT* IN THE REGISTRATION FORM;
- TO CLICK THE REGISTRATION BUTTON AFTER COMPLETING THE REGISTRATION FORM.

AFTER THE USER PRESSES THE REGISTRATION BUTTON AND A SPECIAL MESSAGE ON SUCCESSFUL REGISTRATION APPEARS, THE REGISTRATION PROCESS IS CONSIDERED COMPLETED, AND THE TERMS AND CONDITIONS OF THIS USER AGREEMENT BECOME BINDING FOR THE REGISTERED USER.

NOTE: IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS USER AGREEMENT, PLEASE DO NOT REGISTER AT www.video-doc.net OR USE ITS SERVICES.

The Project and the User on the website located on the Internet at www.video-doc.net have entered into this User Agreement on the following terms and conditions.

1. TERMS AND DEFINITIONS

In this Agreement, the following terms shall have the following meanings, unless otherwise indicated in the text:

- personal data administrator is VIDEO-DOC ONLINE, SOCIEDAD LIMITADA;
- agreement is the User Agreement;
- personal account is a set of secure pages created as a result of the User's registration in the system, through which the User can use the functionality of the service for further cooperation with the Project under this Agreement and other agreements/contracts. The personal account reflects the information defined by the functionality of the website;
- chat is a function of the personal account designed for direct rapid exchange of messages between Users and the service administration;
- services are a set of a certain type of services provided by the Project;
- Parties are the Project (Contractor) and the User (Patient);
- Privacy Policy is rules of collection, storage, distribution and protection of personal data received by the Project from the User, which are an integral part of the Agreement;
- website is a set of information, texts, graphic elements, design, images, photo and video materials and other results of intellectual activity, as well as a set of computer programs contained in the information system and make such information available at www.video-doc.net;
- service is all or one of the services provided by the Project on the website at www.video-doc.net;
- system is a set of software and hardware tools used by the Project in automatic mode to process operations performed by the User in his/her personal account;
- User is a legally capable individual or legal entity registered in accordance with local laws, using the website and/or the system, who has entered into a corresponding Agreement with the Project;
- account details are details of the User necessary to log in to the system and use it: login, password, email address and other data specified during and after registration in the system;
- fiat currency is money issued by the state, defined by laws as a legal means of payment in the country of its issue;
- cryptocurrency is peer-to-peer electronic currency that has no single centralized issuer and is distributed directly between the holders of such currency;
- exchange rate is the ratio between the amount of funds and the price offered by the Project for a funds exchange transaction.

Naming of terms in this Agreement are for convenience only and have no literal legal meaning.

2. SUBJECT MATTER OF THE AGREEMENT

In accordance with this Agreement, as well as its supplements in the form of agreements/contracts for a certain package of services, concluded between the Project and the User, the Project shall provide the User with the following:

- 2.1 information necessary to use the service;
- 2.2 a full range of services envisaged by the functionality of the Project, namely: telemedicine consultations, issuing prescriptions, issuing sick leaves and other services, the provision of which is possible through the Project;
- 2.3 access to the personal account and its functions depending on the set of services selected by the User, which are provided on the basis of the User's choice, respectively.

This Agreement shall govern the legal relationship concerning the provision of a range of services to the Patient by the Contractor, namely: telemedicine consultations, issuing prescriptions, issuing sick leaves and other services, the provision of which is possible through the Project, on the terms and conditions and in the manner set forth herein.

3. INFORMATION ABOUT SERVICES

- 3.1 In accordance with this Agreement, the Contractor shall provide the Patient with the services available for selection on the website, which are as follows: use of modern technologies and means of telecommunication for remote provision of doctor and consulting medical services

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

Obligations and rights of the Contractor

- 4.1 To provide services in the manner and within the period defined in this Agreement.
- 4.2 To provide the Patient, who has paid the registration fee, with access to the User's personal account, and to activate the appropriate *consultation* function.
- 4.3 The duration of the consultation shall be a minimum of fifteen (15), a maximum of thirty (30) minutes, excluding weekends and holidays. After the specified period, the *online consultation* service is blocked. Preparation of some answers may take from 8 to 16 hours excluding weekends and public holidays.
- 4.4 When the Services becomes impossible due to any circumstances, the Contractor shall immediately notify the Patient about it and return the funds received for the actually unperformed services by deducting its costs already incurred by the Contractor, namely 10% of the Patient's payment.
- 4.5 Project staff shall have the right to examine patients remotely, conduct consultations, collect anamnesis, request and send information about the course of diseases, prescribe treatment and issue sick leaves, prescriptions, require the provision of the necessary set of documents, etc. These activities are subject to medical confidentiality, medical ethics and privacy policies.

Obligations and rights of the Patient:

- 4.6 To accept the services from the Contractor, which are provided in accordance with this Agreement, and to cooperate with the Contractor in the process of their provision.
- 4.7 In the process of providing a set of services by the Contractor, the Patient undertakes to behave properly in accordance with generally accepted social and moral standards of behaviour.
- 4.8 The Patient shall be obliged to pay the cost of services in time and in full in accordance with the terms and conditions of this Agreement.
- 4.9 The Patient undertakes to timely and accurately fulfil the requirements arising in the process of cooperation with the Contractor related to the provision of services, namely: to have access to audio/video communication and this website at the specified time to receive a set of services.
- 4.10 To timely provide the Contractor with all documents and information necessary for providing services and for other purposes provided by this Agreement. In case of failure to meet these requirements, the Contractor does not guarantee a positive result, and payments made by the Patient are not refundable.

5. COST OF SERVICES AND PAYMENT PROCEDURE

- 5.1 The total cost of services in the respective package is listed on the website in the section *To choose a specialist*. Payment shall be made in euros.
- 5.2 Payment shall be made in full by 100% advance payment to the Contractor's bank account prior to receipt of services.
- 5.3 If a patient refuses to participate in the Project, the funds received by the Contractor are not refundable because of the coverage of overhead costs associated with the provision of services.
- 5.4 The Patient shall pay for the Services under this Agreement using an electronic terminal on the Project website and the Patient's bank card.
- 5.5 Payments in euros shall be made by transferring money to the Contractor's bank account.

Bank Name:	BBVA Commercial Bank
Bank Address:	St. de los Pueblos 31, 38-660 San Eugenio (SC de Tenerife)
Account Name:	VIDEODOC ONLINE, S.L.
Account Number:	ES46 0182 5624 2102 0164 2026
IBAN:	0182-5624-21-0201642026
Swift Code:	BBVAESMMXXX
Merchant ID:	358412492

6. ACCESS TO THE SYSTEM, REGISTRATION, USE OF THE SERVICE

- 6.1 To gain access to the system, the User shall register. After the registration, the User is given an access to his/her personal account, created on the basis of his/her personal details.
- 6.2 The User shall set his/her own password when registering. The User may change the password at any time after completing the registration process. The User shall ensure the safety and security of the password and account data from access by third parties, and the User shall independently determine the procedure for keeping the specified information and take measures to prevent its discrediting. If the User loses or discredits his/her password and/or account data or if a third party gains illegal access to his/her personal account, the User shall immediately notify the Project Technical Support (support@video-doc.net). Until the Project receives such a notification, all actions performed using the User's personal account will be considered to have been performed by the User.
- 6.3 The User may have only one personal account and may not use two or more personal accounts of the service. Such actions are considered a violation of the Agreement.
- 6.4 The User gets access to chat in accordance with the purchased set of services in a certain package.

When using the chat, the User is not allowed to:

- insult and threaten other users and/or Project staff. It is considered a gross violation of the rules of the chat and leads to the blocking of the User's access to the chat;
- use profanity in any form;
- speak with the intent to incite ethnic hatred, to promote violence in any form, and to insult the religious feelings of other users;
- distribute links in any form;
- write text messages in capital letters only;
- constantly post the same information or repeat the same phrase in the text;
- post offers to buy or sell something;
- advertise products and services of other companies;
- flood, spam, communicate on topics not related to the activities of the Project;
- provide false or misleading information about the Project.

**7. INTELLECTUAL PROPERTY AND RESTRICTIONS
WHEN USING THE WEBSITE AND SYSTEM**

- The website and the system contain intellectual property owned by the Project, its affiliates and other related parties, sponsors, partners, representatives, all other persons acting on behalf of the Project, and other third parties.
- By using the website and the system, the User acknowledges and agrees that the content of the website and the structure of the website content are protected by copyright, trademark and other intellectual property rights, and that these rights are valid and protected in all forms, in all media, and in all technologies, both currently existing and developed or created subsequently. No rights to the content of the website and the system are transferred to the User as a result of using the website and the system or entering into the Agreement.
- To avoid misinterpretation and consequently violations, the User is not allowed to:
 - copy and/or distribute any intellectual property objects placed on the website and/or in the system, except for the cases when such function is directly presupposed by the terms of work on the website and/or in the system;
 - copy or otherwise use the software of the website and/or the system, as well as their design;
 - place personal data of third parties on the website and/or in the system without their consent;
 - change the software of the website and/or the system in any way, to perform actions aimed at changing the functioning and operability of the website and/or the system;
 - use words that are offensive and violate the rights and freedoms of third parties and groups of people as a login (nickname, pseudonym) when registering.

8. RESPONSIBILITIES OF THE PARTIES

- If the User violates the terms and conditions of the Agreement, the EU laws, morality or ethics, or colludes with other Users to violate the terms and conditions of the Agreement, the Project has the right to block or delete the User's personal account, prohibit and restrict access to some or all functions of the system through his/her personal account.
- A violation of the Agreement is its failure to perform or improper performance, i.e. performance in violation of the terms and conditions set forth herein.

- A party shall not be liable for a breach of the Agreement if it is not due to such party's fault.
- A party shall be deemed innocent and shall not be liable for a breach of the Agreement if such party proves that it has taken all necessary steps to properly perform the terms and conditions of the Agreement.
- The User shall use the website and the system as presented at his or her own risk. The Project does not guarantee uninterrupted operation of the website and the system.

9. PERSONAL DATA PROTECTION

- The administrator of the User's personal data is the Project (hereinafter referred to as the Administrator), located at the address: 30 El Horno Street, office 208, 38678, Adeje, Santa Cruz de Tenerife; tel. +34 624 578 487; e-mail: office@video-doc.net. You may contact the Administrator in writing using usual mail to the above address or by e-mail.
- The Administrator shall appoint an officer responsible for the protection of the User's personal data, the User can contact with by email to office@video-doc.net.
- The User's personal data shall be collected and processed on the basis of and in accordance with the European Parliament and EU Council Regulation dated April 27, 2016 No. 2016/679, namely: Rules for the protection of individuals with regard to the processing of personal data and on the free movement of such data, and on the basis of the repeal of Directive 95/46/WE (General Data Protection Regulations), i.e. **only on the basis of the consent** of the owner of such data.
- The User's personal data shall be processed in order to submit the services provided by the Service and related to admission to educational institutions in the Republic of Poland, newsletters, as well as to provide other services within the Project in accordance with the terms and conditions of their provision and according to the laws.
- The User's personal data shall not be processed for the personal benefit of the Administrator or any third party. Such personal data shall not be received by the Administrator from third parties.
- The Administrator shall not intend to transfer personal data to third parties or any international organization in their personal interests and without the User's knowledge.
- The Administrator shall transfer personal data to a third party only as agreed with the User and only on legal grounds.
- Personal data shall be processed and stored by the Administrator during 50 years from the date of receipt of such data, and then such data shall be destroyed.
- The personal data owner shall have the right to request the Administrator the access to his/her data to correct, delete or restrict its processing, as well as to impose a ban on the processing of his/her data, **receipt of newsletters**, as well as transfer of his/her data to third parties on any grounds.
- Complaints about the Administrator's actions may be submitted to the Chairman of the EU Personal Data Protection Authority.
- The Administrator shall not provide for automated decision-making.

10. SPECIAL TERMS AND CONDITIONS

- The website and the system may contain links to other websites on the Internet (third-party websites). These third-party websites and their content are not reviewed for compliance with any requirements (authenticity, completeness, legality, etc.). The Project shall not be responsible for any information, materials posted on third-party websites that the User accesses through the use of the website and/or system, as well as responsibility for any opinions or statements expressed on third-party websites, advertisements and for the availability of such websites or possible consequences of their use by the User.

11. PAYMENT OF DAMAGES

- The User agrees to protect, indemnify and hold harmless the Project, its affiliates and their respective employees, officers and directors from and against any and all damages asserted by any third party resulting from the User's actions throughout the EU. The User agrees to protect and indemnify the Project, its affiliates and their respective employees, officers, directors from and against any and all losses and damages to third party property, and personal injury, death or other damages resulting from the negligence or misconduct of the User or any person the User is legally responsible for within the Kingdom of Spain.

12. DISPUTE RESOLUTION

- The Parties shall attempt to resolve all disputes, controversies and claims that may arise in connection with the execution, termination or cancellation of this Agreement through negotiations. The Party having a claim shall send a notice to the other Party indicating the claim and/or disagreement that have arisen.
- The Party failing to comply with its obligations under this Agreement shall promptly make up for the breach and take appropriate remedial action. Any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its invalidity) shall be referred to and finally resolved by arbitration in accordance with the Arbitration Procedure of the Polish Court of Arbitration.
- In case of any dispute regarding the performance or interpretation of this Agreement that can not be resolved through negotiations or arbitration, the User shall have the right to seek resolution of the dispute through the courts at the location of the Project.

13. AMENDMENT OF TERMS AND CONDITIONS OF THE AGREEMENT

- The Service has the right to amend and change the terms and conditions of the Agreement and the Privacy Policy unilaterally. Such amendments and changes shall come into force after three (3) days from the date of publication of the new version of the relevant documents on the Project website all registered users receive a corresponding notice about in their personal accounts.
- On each subsequent visit to the website, the User undertakes to read the new version of the Agreement and the Privacy Policy before starting to use his/her personal account. Continued use of the website and the system shall mean that the User agrees to the terms and conditions of the new version of the relevant documents.
- If the User disagree with the terms and conditions of the new version of the Agreement, the Privacy Policy, he shall stop using the website.

14. FINAL PROVISIONS

- Except as expressly provided for in the Agreement and in the EU laws (and in particular the Kingdom of Spain), all notices, communications and documents regarding the performance of the obligations and responsibilities of the Parties arising hereunder shall be sent and deemed received by the Parties if sent by e-mail from the authorized address of one of the Parties to the authorized address of the other Party. The authorized addresses shall be deemed to be:
 - for the User – the email address specified in the User's personal account;
 - for the Project – office@video-doc.net.
- The Project and all legal relations with it shall be governed by the laws of the Kingdom of Spain. All disputes shall be resolved in accordance with the laws of the Kingdom of Spain.
- The invalidity or unenforceability of any provision of the Agreement shall not invalidate the remaining provisions of the Agreement, which shall remain valid and enforceable.
- This Agreement shall be deemed approved and effective from the moment of its approval by the User when registering and shall be valid all the time the User uses the website and the service of the Project.