

Terms & conditions

Please go through the policy carefully as they govern your use of our services.

By using EUDoctor including this Website and our mobile and tablet applications (together, the “Platform”) (hereinafter referred to as “Platform”, “We”, “Our”), you accept these terms and conditions in full, along with all other rules, policies and procedures that may be published by EUDoctor on the Platform or otherwise communicated to you from time to time by EUDoctor (together, the “Terms & Conditions”).

Please do not use our services if you don’t understand the terms and conditions or you don’t wish to accept the same and cancel any appointments booked by you on the Platform.

The Platform reserves the right to suspend or terminate your access to the Platform at any time, without notice and without liability, if it reasonably determines you have breached these Terms and Conditions.

The Platform is solely available for users that are currently within the EU.

The platform is governed by Croatian law, and any form of liability claims has to be brought up in a Croatian court.

If you chose not to follow the terms, neither the doctors nor the Platform is in any way liable for your actions. No one residing outside EU is allowed to seek medical consultations by the doctors on the platform and any attempt at this will be reported to the authorities.

The use of a VPN or other similar services to access the Platform is strictly prohibited.

DO NOT USE OUR PLATFORM IN CASE OF AN EMERGENCY.

IF YOU BELIEVE THAT YOU OR THE PERSON YOU ARE ASSISTING IS IN AN URGENT OR EMERGENCY SITUATION YOU SHOULD IMMEDIATELY

DIAL 112 OR SEEK ALTERNATIVE EMERGENCY MEDICAL SERVICES.

If you still choose to use the service in a time of emergency, the doctors on the platform have their full right to either contact ambulance or police on your behalf to see that you are being taken care of

YOU SHOULD CALL 112 in a critical or life-threatening situation, such as if someone has:

- difficulty breathing
- severe bleeding and it can't be stopped
- severe chest pain
- loss of consciousness
- acute confused states and fits which aren't stopping
- or if you believe someone is having a heart attack or stroke.

OVERVIEW OF THE PLATFORM

The Platform is operated by “Brave Bear d.o.o.” (hereinafter referred to as “Company”), registered in Croatia (Brave Bear d.o.o. MB:05402433). Our Platform enables individuals in the EU (Customer”, “Customers”, “you”, “your”, “yourself”) to connect in real-time, via



encrypted video, chat, instant messaging and picture messaging, to participating doctors via the Platform in order to gain qualified and professional medical advice and be provided with related administrative services including referrals and sick notes. If agreed with a Practitioner, and were supported by the Platform, in consultation on the Platform, Customers may also purchase private prescriptions for certain medication(s) (collectively the "Services" or a "Service").

The Platform reserves the right to change at any time the charges for the services and such changes will be notified in the manner as mentioned in the present Terms and Conditions.

You hereby understand, accept, agree that the Practitioners listed on the Platform are independent medical professionals and they are individually responsible for any medical advice they offer you via the Platform. You agree to take due care and caution while seeking any medical advice from the Practitioners on the Platform and you release the Company and Platform from any loss that arises to you due to the medical advice given by the Practitioner on the Platform.

By using the Platform, you understand and accept that the Platform enables Customers to consult with Practitioners on a private and self-pay basis from time to time. While using the Platform you shall have the option to share your medical records before the start of your first consultation but it shall be totally your discretion to ascertain that whether you wish to share your medical records or not. The sharing of your medical records may enable the medical practitioners in better ascertaining your case and for easy diagnosis but the sharing of the medical record is entirely your discretion.

The Platform, in any case, does not provide any prescription of fulfillment service and the prescriptions will be issued only under circumstances that are appropriate, legal and responsible and will be the result of the mutual discussions and agreement between you and the Practitioner.

The Platform shall make all reasonable efforts to connect a customer to the requisite Practitioner, subject to the fulfillment of minimum specifications as determined by the Platform from time to time.

INTERNET CONNECTION SPEEDS

You are required to have an internet connection of 1 Mbps in order to use the Platform. Such bandwidth connection is required for the best quality connection and we recommend the use of at least a minimum of 3 Mbps available bandwidth.

Although you acknowledge that the Platform does not guarantee a connection can be made or maintained at any time. You may be denied, refused, suspended from using or any change to the Platform may be made. The Platform reserves the right to stop certain practitioners from using the Platform and/or otherwise alter the Platform it offers to Customers from time to time, at its sole discretion, without notice, but at all times subject to Platform's legal obligations, which it takes very seriously, such as regarding the secure maintenance of medical records.

The time of consultation may change and may be made available to the customer at the sole discretion of the Platform. You agree and confirm that in case you wish to seek medical advice and the services of the Platform are not available at that time or there are no appointments available to suit your needs, or you miss an appointment or you fail in the connection to an appointment that has been started by you or you attend an appointment that has been canceled or the Practitioner is not available, then it shall be your responsibility to seek appropriate alternate advice from alternate service providers and the applicable charges may apply.

The Platform and the Practitioners assume no legal responsibility in regard to the prescription provided to you that legal pharmacies refuse to dispense. The right to fulfill or reject any prescription lies totally with the respective pharmacies and the Platform and the Practitioner assumes no responsibility of the same.

- INFORMATION YOU PROVIDE

You agree that you are solely responsible for providing accurate information about your medical condition. You agree that any medical advice provided to you or any diagnosis provide to you is entirely based upon the information provided by you, the symptoms affection you, and/or on the reliance of the personal health data that we access post your consent. Thus, you are advised to provide accurate information about your health and try not concealing any medical information regarding you so that the Practitioners can provide you with an accurate diagnosis and prescription.

You agree to provide and maintain accurate, current, and complete information about yourself. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.

You are obliged to advise us of the following as soon as reasonably possible:

- Changes to your name
- Changes in an email address
- Change of postal address, including postal code
- Change of mobile telephone number (you are not permitted to use landline numbers in place of a mobile telephone number)
- Change of debit or credit card details, including billing address, for any card, registered to your Account

SERVICES:

CONSULTATIONS

There are charges associated with consultations and the consultation are provided for a composite fifteen (15) minutes which we call sessions. You understand that you have to purchase a complete session and you cannot purchase individual minutes. The charges are non-refundable, non-rebate, or compensation of any kind if you fail to prevent the start of a new session.

A consultation is made up of either single or multiple sessions or as many sessions as you might authorize via choosing to maintain your connection with a Practitioner.

Your exit from any consultation might prevent you from receiving some of the services and this shall be your choice and you shall not hold us responsible for the same. No contact should ever occur outside of the Platform.

You can book a number of sessions subject to the availability and post-booking of appointment you will receive a confirmation of the form in an email and in case you do not receive it. You will receive an email in case of any amendment or modification to the appointment time or session. Consultations may from time to time be recorded for training purposes.

PRESCRIPTIONS:

The Platform makes no guarantee to you that you will be provided with a prescription for any medication and it is at the sole discretion of the consulting practitioner.

The charges for the prescription will be the current costs and the prescription will not contain more than five (5) medical items. Any more than the listed medical items in your prescription can be obtained on request to the consulting Practitioner and on the incurrance of additional charges on you for the same.

You agree that the prescriptions provided are private prescriptions and are fulfilled at a charge, which is unique to the fulfilling pharmacy which is not linked to the Platform or the Practitioner and the choice of fulfillment lies solely with you and the Platform or the Practitioner has no say in the same.

The prescription provided to you are only valid in the jurisdiction of EU countries where cross-border telemedicine is supported. You agree to use the prescription-only for your own personal use and you agree to comply with the instructions provided by the Practitioner for the administration of the medical items and verify the labeling applied on the items by the pharmacies. You also hereby agree to contact a Practitioner, another doctor or a pharmacist if you have any questions or do not fully understand the reasons you have been prescribed any medication or the instructions related to the medication.

PRESCRIPTIONS AND CERTIFICATES

The service for the purchase of prescription is available only during the live session with a Practitioner and a notification for the said purchase will be provided to you. Upon your acceptance of the same by way of clicking, the same will be deemed as authorization and the charges will be applied which shall be settled at the end of the consultation.

In case the card is declined then the said purchase will not be made and if you wish to purchase the said consultation through another payment method then you will have to provide a new payment method. But there is no guarantee that the prescription provided by the next Practitioner will be the same as the previous Practitioner.

CONTENTS OF PRESCRIPTIONS, LETTERS

You agree and accept unconditionally that the prescription prepared by the Practitioner is based solely upon their qualified experience and professional judgement and the Platform has nothing to do with the same. You must not alter the contents of the prescription. We make no representation and warranty as to the content of the prescription or that the contents received by you will be as per your desire, hope for, expected, were informed of, understood or believed they would contain.

DELIVERY OF PRESCRIPTIONS, LETTERS

In case you lose your prescription, letter or sick note, a copy of the same may be re-issued, subject to the approval of the Practitioner. The Platform makes no guarantee that the Practitioner will agree to reissue the said prescription or sick note and in that case you will be charged in accordance to the current cost of the copy. Please contact us as mentioned on the Platform for the purpose of re-issuance of the prescription or the sick note.

The prescription can be received through the delivery modes described below and will be charged at the relevant costs at the time of the selection and purchase.

The purchase prescription or sick note will be emailed at the email address provided by you at the time of registration.

DELIVERY BY EMAIL

The cost of delivering the prescription is mentioned in the costs. By accepting to receive the prescription through email, you agree that the documents shall be deemed to have been sent once the email marks the same as "sent".

The Platform assumes no responsibility if the email received by you goes to the junk or spam folder. It is your sole responsibility to check all the folders of your account and in case you have not received the email then you should contact us within twenty four hours to address any of your issue. In case we do not receive any of your email then it shall be deemed that you are in receipt of the documents.

It is upon you to ensure that the email containing the prescription is forwarded with alternation to the respective pharmacy and in that case you shall be deemed to be acting as a link between the Platform and Pharmacy. In order to ensure the security and privacy of



the user, we will forward you a passcode which you will have to enter and the same passcode will be forwarded to the pharmacy in order to open and access your prescription.

- COSTS

You agree that in case you are unable to authorize for any services then the Platform or the Practitioner shall not be obligated to provide any services.

You agree that all fees and charges incurred on your account are your sole responsibility and the same shall be pre-authorized before the receipt of any services. Services shall not be provided if at any time there are insufficient funds in the account of the holder.

You authorize the Platform to charge any debit/credit card linked to your account with any applicable charges as stated in these Terms and Conditions.

The Platform does not accept any payment by insurers on your behalf, unless the same has been agreed in writing between the customer and the Platform.

PLEASE BE ADVISED that it shall be your responsibility in case the Platform is not pre-authorized to charge your credit card or debit card in case of failure on the part of your Bank and you shall still be owed with the charges and fees due on your personally and the Platform reserves the right to take formal action against you in order to recover its due amounts.

CHARGES FOR CANCELLED OR MISSED SESSIONS

Please see clause 29 below.

- PRACTITIONERS AND CHOICE

You agree that providing and connecting you to an Practitioner shall be done by the Platform and you shall have no right to choose a particular Practitioner unless the Platform provides out with an option of choosing. The Platform does not make any representations as to the availability of any single Practitioner.

We assume no responsibility about the training, qualification or accuracy of the diagnosis of any Practitioner although we make genuine efforts as required by the applicable laws to ensure certain aspects about the Practitioners such as appropriate background checks and registrations as required by the applicable laws.

- YOUR ACCOUNT

You may use the Service only if you are at least eighteen (18) years of age and can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state and national laws, rules and regulations.

User must register for an account with us (an "Account") and provide certain personal information including personal information such as name, email address, username and password.

In creating an account, you represent to us that all information provided to us in such process is true, accurate and correct, and that you will update your information as and when necessary in order to keep the information accurate.

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Our Platform cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your account access credentials. We encourage you to use a "strong" password (a password that includes a combination of upper- and lower-case letters, numbers, and symbols) with your account. We cannot and



will not be liable for any loss or damage arising from your failure to comply with any of the above.

You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.

Our Platform reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our Website reserves the right to refuse service to anyone, for any reason, at any time.

One individual can own only one account in his/her name.

You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our Website's policies as stated in the Agreement and the Platform policy documents listed on the Platform as well as all other operating rules, policies and procedures that may be published from time to time on the Platform by Company

- SECURITY

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorised to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding," "spamming," "mail-bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from us on this Site and other than generally available third party web browsers.

We have employed highest possible security measures to protect your data which is stored with us. While we take all possible measure steps, you must immediately notify us at the email id mentioned in Contact US upon becoming aware of any unauthorized access, any illegal online activity or any other security breach pertaining to the Platform, your Account or our Services and do everything under your control to mitigate the unauthorized access or security breach (including providing us the evidence and notifying appropriate authorities). You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorized access of your account resulting from your failure to secure your password.

- MODIFICATIONS TO TERMS AND CONDITIONS

We may at any time modify the Terms & Conditions of Use of the Platform without any prior notification to you. You can access the latest version of the User Agreement at any given time on our Platform. You should regularly review the Terms & Conditions on our Platform. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this Platform.

- ELECTRONIC MEDICAL RECORDS

An electronic medical record is created for you to store your personal health information online which includes your medical history, current health conditions, symptoms, complaints, previous diagnosis, allergies, medications, etc which may enable you and the Practitioner to better assess your case in order to fulfill all its obligations in regard to the applicable laws. Any information provided by the Practitioner to you, be it any form, becomes a part of your electronic medical record. If you wish to add any particular information in your electronic medical record becomes then you must do so by providing the information to the Practitioner at the time of consultation and for any additional information, you may consult our Privacy Policy.

The accuracy of your information depends upon you and thus you should provide accurate information at the time of consultation to the Practitioner as shall be recorded in the electronic medical record. Please be assured that the Practitioners are only allowed to use your electronic medical record in accordance with their legal obligations as required by the applicable laws and the same shall be used only after receiving the consents and authorization from you.

- INFORMATION RESOURCES (OPT-IN)

You agree that by creating an account on the Platform and registering for the services and by providing opt-in consent, you give your consent to receive offers, promotions, surveys, newsletters and other information regarding common health related topics. The Platform also provides self-care general medical information and they are not a detailed text and may not include all the information in regard to a particular subject matter. The same is for general informational purpose only and should not be a relied as to a substitute for any medical advice.

The Platform provides information after compiling the same through various resources and the same may or may not be authored by the Platform and it does not make any warranty as to the accuracy of the of the content.

If you do not wish to receive such communications, you may opt-out at any time by changing the settings. "

- LIMITATIONS ON USE

You agree that you will not, and will not permit anyone else to:

11.1 You agree not to:

- Record, transmit, submit, upload or otherwise make available any Content in the form of information on admission forms, feedbacks, chats etc. that is unlawful, harmful, threatening, abusive, harassing, lewd, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- Harm minors in any way; and post anything that is biased or irrelevant;
- Impersonate any person or entity, including, but not limited to, any of our employees, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any of our messages or Content transmitted through our Website;
- Record, transmit, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary or confidential information learned or disclosed as part of an employment relationship or under a nondisclosure agreement);
- Record, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;

- Record, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;
- Intentionally or unintentionally violate any applicable local, state, national law and any regulations having the force of law;
- “Stalk” or otherwise harass another;
- Collect or store personal data about any other members or users;
- publicly (feedbacks/comments) post information that poses or creates a privacy or security risk to any person (including, for example, by publicly posting any person's contact information on our Services without authorisation) or publicly post any review etc. with an intention to extract money from any business.

11.2 You acknowledge that while we do not, in the ordinary course, access, review, or pre-screen Content, we have the right (but not the obligation), in our sole discretion, to access, review, pre-screen, refuse, or remove any Content that is available via our Platform. Without limiting the foregoing, we have the right to remove any Content that violates these Terms or is otherwise objectionable in our sole discretion. We also reserve the right to access, preserve, and disclose any Content or information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce these Terms, including, but not limited to, investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security, or technical issues, (d) respond to member or user support requests, or (e) protect the rights, property, or safety of our Website, its members, users, and the public.

- OPERATIONAL FUNCTIONALITY

The rights to determine the manner of the operation of the Platform lies completely with the Company and the Platform reserves the right to terminate, suspend your account at any time or amend suspend or modify the services being provided therein.

The right to maintain delete or destroy all communications and information posted or uploaded to the Platform in accordance with its information policies from time to time including the Privacy Policy is reserved by the Platform and its operators.

Any notification in regard to the suspension to the access to the Platform in case you have booked an appointment will be notified to you well in advance and you will be provided with a new consultation time, except in case of suspension due to unforeseen or emergency situations.

- TEMPORARY USE LICENCE GRANTED

13.1 Our Platform grants you a non-transferable, non-exclusive, license to use the Services solely for (a) your personal, noncommercial or (b) your commercial use in accordance with the applicable restrictions outlined if you have subscribed to the Services as a commercial user. If at any time our Platform reasonably believes in its sole discretion that you are using the Service beyond this scope, we may terminate your access to the Service with no additional liability to you. The rights granted to you in these Terms are subject to the following restrictions:

- you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services;
- you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services;

- you shall not access the Services in order to build a similar or competitive service; and
- except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Platform or Services shall be subject to the terms of this Agreement.

13.2 Your license to use our Website is automatically revoked if you violate these Terms. We hereby reserve all rights not expressly granted in these Terms.

- **LINKING**

Links to third party Websites on this Platform are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Websites. We have not reviewed these third party Websites and does not control and is not responsible for any of these Websites or their content and their privacy policy and terms and conditions. We do not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party Websites linked to this Platform, you do this entirely at your own risk.

- **INTELLECTUAL PROPERTY**

Apart from your Electronic Medical Record, our Platform, our suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Platform. Access to the Platform does not confer and shall not be considered as conferring upon anyone any license under any of our Platform or any third party's intellectual property rights. All rights, including copyright, in the Platform are owned by or licensed to us or third party suppliers. Any use of the Platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our Platform. You cannot modify, distribute or re-post anything on the Platform for any purpose.

You should assume that everything that you see or read on the Platform is copyrighted unless otherwise noted and may not be copied, reproduced, distributed, modified, published, downloaded, posted, or transmitted in any way, without the prior written consent of our Platform or other copyright owner, EXCEPT: You may print copies of the material for your personal, noncommercial use only, provided that you do not delete or change any copyright, trademark, or other proprietary notices.

You acknowledge that the Company and the Platform reserves the right to initiate formal legal actions against the user who violates our Intellectual Property Rights associated with the Platform and infringes or uses them without prior written consent of the Company or the Platform.

- **INTERNATIONAL USE**

The services of our Platform are available only in the EU countries where cross border telemedicine is accepted and practiced.