



## **PONEA HEALTH WEBSITE**

### **TERMS AND CONDITIONS**

#### **1. Introduction**

- i. These Terms and Conditions ("Terms and Conditions") form a legal agreement between Ponea Health Holdings B.V., a limited liability company incorporated under the Laws of The Netherlands and of Johan De Wittlaan 7, 2517 JR The Hague, The Netherlands, ("Ponea" "We" "Our"), and You, the individual ("You" and "Your") concerning Your access to and use of the various services offered through the websites and the Ponea platforms.
- ii. These terms and conditions apply to the Ponea website and all of its subsidiaries, Omnichannels and affiliates operated Internet sites which reference these Terms and Conditions.
- iii. Use of any of the sites, Omnichannels or platforms (collectively "the Site") constitutes Your acceptance of these Terms and Conditions of use.
- iv. Ponea reserves the right, to change, modify, add, or remove portions of the Terms and Conditions of use at any time. Changes will be effective when posted on the Site with no other notice provided.
- v. Please check these Terms and Conditions regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions constitutes Your acceptance of those changes.
- vi. Kindly review the Terms and Conditions listed below diligently prior to using this Site as Your use of the Site indicates Your agreement to be wholly bound by its Terms and Conditions without modification.
- vii. You agree that if You are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, You will not hesitate to contact Ponea for clarification.
- viii. These Terms and Conditions fully govern the use of the Site. No extrinsic evidence, whether oral or written, will be incorporated.

#### **2. Your representations and warranties**

- a) By registering on the Site, You represent and warrant the following:
  - (i) You are at least eighteen (18) years of age,
  - (ii) You have the legal ability and authority to enter into these Terms and Conditions with Ponea,



- (iii) the information You have provided to Ponea in Your registration is accurate and complete,
- (iv) You will comply with any and all laws applicable to Your use of the Site,
- (v) You will not interfere with a third party's use and enjoyment of the Site,
- (vi) You will not interfere with or disrupt Ponea or its vendors' security measures,
- (vii) if any information You provide to Ponea becomes inaccurate, incomplete or otherwise false or misleading, You will immediately notify Ponea,
- (viii) You acknowledge that access to the healthcare services provided through the platforms are not "insured services" under any provincial health plans,
- (ix) You acknowledge that any fees paid by You or by any other persons on Your behalf are not provided in exchange for any undertaking by Ponea or its representatives that such healthcare services will be made available to You, and
- (x) You are accessing the Site for yourself or a child under the age of eighteen for whom You are the legal guardian.

### **3. Use of Site**

- a) You agree that this Site may only be used in accordance with these Terms and Conditions. If You do not agree with the Terms and Conditions or do not wish to be bound by them, You agree to refrain from using this Site.
- b) We grant You a non-transferable, revocable and non-exclusive license to use this Site, in accordance with the Terms and Conditions, for the following:
  - i. Accessing healthcare information available on the Site.
  - ii. Connecting with patients and medical practitioners in relation to receipt and provision of assessment, diagnosis, prescriptions and investigations of diseases including but not limited to; Common ailments, acute infections, wellness, diarrhea and vomiting, colds and coughs, urine infections, rashes and allergies, chronic conditions, malaria, Headaches, skin and ophthalmology, depression and anxiety by the Practitioners available on the Site.
  - iii. Gathering prior information regarding Ponea's Services and purchasing or providing the Services.
  - iv. Purchasing health and wellness products available on the Site.
  - v. Purchasing drugs and other pharmaceutical products upon providing a valid prescription on the Site.
- c) Ponea's role is limited to making certain e-health related information available to You and/or facilitate Your access to health and wellness products, Pharmaceutical care and pharmaceutical



products, and expert medical services (the "Services"). Ponea is independent from Pharmacies, providers of health and wellness products on the Site (the "Vendors") and healthcare providers who will be providing the Services to You through the Site and is not responsible for such Vendor's or healthcare providers' acts, omissions or for any content of the communications made by them. Ponea does not engage in the practice of medicine, pharmacy or provide any other health services.

- d) Ponea may provide information and/or feedback to you through the various Omnichannels for guidance purpose only. Ponea is not a healthcare provider and does not provide professional advice related to health services.
- e) Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by Ponea in advance.
- f) Certain Services and related features that may be made available on the Site may require registration or subscription. Should You choose to register or subscribe for any such Services or related features, You agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes.
- g) Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure.
- h) The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, You must notify Ponea of any unauthorized use of Your password or account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, Your failure to comply with this section.
- i) During the registration process You agree to receive promotional emails from the Site. You can subsequently opt out of receiving such promotional emails by clicking on the link at the bottom of any promotional email.

#### **4. Prohibited uses**

In using the Site, You agree not to:

- a) Send or otherwise transmit to or through the Site any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Site or computers of any kind, and any unsolicited email and/or advertisement or promotion of goods and services; malicious software or code; unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; any content that infringes a third party right or intellectual



property; any content that may cause damage to a third party; any content which may constitute, cause or encourage a criminal action or violate any applicable law; or any illegal content.

- b) Misrepresent Your identity or affiliation in any way;
- c) Restrict or inhibit any person from using the Site, disclose personal information obtained from the Site or collect information about users of the Site;
- d) Reverse engineer, disassemble or decompile any section or technology on the Site or attempt to do any of the foregoing;
- e) Gain unauthorized access to the Site, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Site;
- f) Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- g) Send or otherwise transmit to or through the Site chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- h) Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- i) Violate any applicable laws or regulations in any way;
- j) Alter or modify any part of the content or services offered on or through the Site;
- k) Allow any other person to use the Site with Your registration or login information;
- l) Accessing Ponea servers or internal computer systems, interfering in any way with the functionality of this Site, gathering or altering any underlying software code, infringing any intellectual property rights;
- m) Breach or otherwise circumvent Ponea's security or authentication measures;
- n) Assist or permit any persons in engaging in any of the activities described above;



- o) Any breach of these Terms and Conditions of use shall result in the immediate revocation of the license granted without prior notice to You. Should We determine at our sole discretion that You are in breach of any of these conditions, We reserve the right to deny You access to this Site and its contents and do so without prejudice to any available remedies at law or otherwise.

## **5. Information submitted by You**

- a) Any information that You submit to the Site and/or provide to Ponea, including but not limited to, questions, reviews, comments, and suggestions will become Ponea's sole and exclusive property and shall not be returned to You.
- b) In addition to the rights applicable to any information, when You post comments or reviews to the Site, You also grant Ponea the right to use the name that You submit, in connection with such review, comment, or other content.
- c) You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead Ponea or third parties as to the origin of any submissions. We may, but shall not be obligated to, remove or edit any submissions.
- d) By signing up for Ponea Services, You agree to receive a) emails associated with processing Your request, b) promotional emails, SMS and push notifications from Ponea.
- e) You may unsubscribe from promotional emails via a link provided in each email. If You would like Ponea to remove Your personal information from Ponea's database, unsubscribe from emails and/or SMS, please email Customer Service email address by country.

## **6. Purchases for health and wellness products**

### **Customer**

You will be required to submit the following information while purchasing any of the products from the Site:

#### **6.1.1. For first time user**

- a. You will be prompted to register for Ponea Services by submitting Your registration data;
- b. You will then receive a one time password via SMS for the purpose of verifying Your registration details and thereafter You will be required to change the password.



- c. Upon purchasing the health and wellness products, You will be required to key in Your preferred payment method. Click on the Payment methods, cancellations and refunds policy to view the payment process.
- d. Once Ponea verifies the payment details, You may select a pick up location and will be notified of the day and time the health and wellness products should arrive.

#### **6.1.2. For continuous user**

- a. You will be required to log into Your account and will be prompted to key in Your password.
- b. Upon purchasing the health and wellness products, You will be required to key in Your preferred payment method. Click on the Payment methods, cancellations and refunds policy to view the payment process.
- c. Once Ponea verifies the payment details, You may select a pick up location and will be notified of the day and time the health and wellness products should arrive.

#### **6.1.3. Process**

- a. Once Ponea confirms Your payment details, You will receive an order confirmation message with the details of the products in the order.
- b. The products will be delivered at the address provided by You, on the date and time specified in the acknowledgement message. For undelivered products or cancelled products after dispatch has been made, You may be charged for the transportation costs.
- c. Delivery dates are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- d. Delivery costs are not included in the prices quoted on the Site. When placing an order in the Site, You will be provided with the option to determine the terms of delivery.

### **7. For consultation with a healthcare provider**

#### **7.1. Customers**

- a. You agree that We shall not be responsible for any authentication of personal data or sensitive personal data provided by yourself for use by the medical healthcare provider.
- b. You agree to notify Ponea in the event that a medical healthcare provider fails to honor an appointment You had booked and paid for via our email as provided in this Terms and Conditions. Click on the Payment methods, cancellations and refunds policy to view the refund process.



- c. You agree that where the failed appointment was as a result of Your late cancellation, Your payment will be subject to a cancellation charge. Where You fail to show up for an appointment without cancelling the appointment, You shall forfeit Your money as paid to Ponea.
- d. You agree that while We endeavor to ensure the healthcare provider meets You at the agreed time, circumstances beyond the healthcare provider's control may lead to a delay in the scheduled time or a rescheduling of the same. You agree in such cases, that You will not be entitled to any refunds.
- e. You agree that the articles and other publications published in the Site do not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist You with locating appropriate medical care from a qualified healthcare provider.
- f. You agree that Services are not intended to be a substitute for getting in touch with emergency healthcare. Where You encounter a medical emergency, please contact an ambulance service or hospital directly.
- g. You agree that You shall engage the healthcare provider in all matters health wise including the sharing of images or videos of body parts where necessary, only through the Site and that We shall bear no liability for any engagement outside of the Site. Your engagement to a healthcare provider apart from through this Site shall be at Your own risk.
- h. You agree that some consultation will require a physical examination and for such engagements, our concierge shall be responsible for ensuring the schedule is agreed upon between yourself and the healthcare provider.
- i. You agree and consent to the healthcare provider uploading Your medical information on Your account for Your use and the healthcare provider's use only.
- j. You agree that Your engagement with a healthcare provider on this Site shall be purely for health related matters and that You shall not use abusive or derogatory remarks on this Site. In the event that You insult or use derogatory words on this Site, We reserve the right to terminate Your account and You shall cease to have any access thereafter.
- k. You have the option of choosing the preferred healthcare provider You would like to engage.

## **7.2. Healthcare provider**

Refer to the terms and conditions as signed between Ponea and the healthcare provider.



## **8. For pharmaceutical products and pharmaceutical care services**

### **8.1. Customer**

- a. You agree that the Site is a platform for connecting You with the pharmacy service providers and is in no way actively involved in the sale of the drugs.
- b. We equally assume no responsibility for any reliance on the information on our Site that may adversely affect You should You choose to self-medicate. We strongly recommend that You consult a healthcare provider before purchasing or consuming any medicine from the Site.
- c. You agree to indemnify and hold Ponea harmless, our respective successors, assigns, shareholders, directors, officers, employees, attorneys and agents (collectively the "indemnified parties") from and against any and all losses, damages, costs and expenses (including, without limitation, the indemnified parties' reasonable attorneys' fees and other costs of legal defense, associated with any and all third party claims, demands, suits, proceedings or judgments relating to or resulting from any negligence or misconduct of the Practitioner in connection with the Site.
- d. You understand that We are not parties to the transactions and as such We shall not be held liable for the inability of either party to complete a sale.
- e. You understand that We are not liable for the quality, safety, lawfulness or availability of the products or services offered for sale on the Sites.
- f. You understand that Medicine can be ordered on behalf of minors or the mentally challenged by authorized personnel only.
- g. You agree that You have read the instructions on the medicine before use .We shall not be liable for any side effects that may arise as a result of purchasing products from our Site.

### **8.2. Process**

#### **8.2.1. For first time user**

- a. You will be prompted to register for Ponea Services by submitting Your registration data;
- b. You will then receive a one time password via SMS for the purpose of verifying Your registration details and thereafter You will be required to change the password.
- c. For purchase of drugs that require a prescription, You will be required to upload a scanned image of the original prescription.
- d. We shall validate all prescriptions to ensure compliance with the applicable laws.





- e. Once the scanned image has been verified and the prescription validated, You will receive a notification via SMS of the verification and validation.
- f. Where the prescription cannot be validated, You will have the option of consulting with the healthcare providers at Your own fees.
- g. You will be required to fill in a form before Your purchase is accepted. The purpose of the form is to enable Ponea understand Your allergies or existing condition that is deemed necessary before issuance of the drugs.
- h. Once the purchase is accepted and/or the prescription is validated, You will be required to key in Your preferred payment method. Click on the Payment methods, cancellations and refunds policy to view the payment process.
- i. You may select a pick up location and will be notified of the day and time the drugs should arrive.
- j. You will then receive an SMS containing a code which is the unique order number that You will be required to provide during delivery.
- k. No drugs requiring a prescription will be dispatched to You without the original prescription which You will be required to submit to the delivery team before delivery is effected.

**8.2.2. For continuous user**

- a. You will be required to log into Your account and will be prompted to key in Your password.
- b. For purchase of drugs that require a prescription, You will be required to upload a scanned image of the original prescription.
- c. We shall validate all prescriptions to ensure compliance with the applicable laws.
- d. Once the scanned image has been verified and the prescription validated, You will receive a notification via SMS of the verification and validation.
- e. Where the prescription cannot be validated, You will have the option of consulting with the healthcare providers at Your own fees.
- f. You will be required to fill in a form before Your purchase is accepted. The purpose of the form is to enable Ponea understand Your allergies or existing condition that is deemed necessary before issuance of the drugs.



- g. Once the purchase is accepted and/or the prescription is validated, You will be required to key in Your preferred payment method. Click on the Payment methods, cancellations and refunds policy to view the payment process.
- h. Once Ponea verifies the payment details, You may select a pick up location and will be notified of the day and time the drugs should arrive.
- i. You will receive an SMS containing a code which is the unique order number that You will be required to provide when delivery takes place.
- j. No drugs requiring a prescription will be dispatched to You without the original prescription which You will be required to submit to the delivery team before delivery is effected.

### **8.3. Pharmacy**

Refer to the terms and conditions as signed between Ponea and the pharmacy.

### **9. For Chronic disease management (“CDM”):**

- i. You agree that We shall not be responsible for any authentication of personal data or sensitive personal data provided by yourself for use by the healthcare provider.
- ii. You agree to notify Ponea in the event that a healthcare provider fails to honor an appointment You had booked and paid for via our email as provided in this Terms and Conditions. Click on the Payment methods, cancellations and refunds policy to view the refund process.
- iii. You agree that where the failed appointment was as a result of Your late cancellation, Your payment will be subject to a cancellation charge. Where You fail to show up for an appointment without cancelling the appointment, You shall forfeit Your money as paid to Ponea.
- iv. You agree that where your health deteriorates while You receive CDM treatment, You will call our call center and seek services of an ambulance to transport You to the nearest possible health facility for emergency care. We shall cover the costs of the ambulance up to a certain (predetermined) limit.
- v. This CDM product is strictly for outpatient care of all our clients. In the event of sickness requiring hospitalization, We will not be liable for the costs incurred during inpatient treatment. We shall only cover costs incurred by You while undertaking outpatient treatment at our appointed providers.



- vi. You agree that Services are not intended to be a substitute for getting in touch with emergency healthcare. Where You encounter a medical emergency, please contact an ambulance service or hospital directly.
- vii. You agree that some consultation will require a physical examination and for such engagements, our concierge shall be responsible for ensuring the schedule is agreed upon between yourself and the healthcare provider.
- viii. You agree and consent to the healthcare provider uploading Your medical information on Your account for Your use and the healthcare provider's use only.
- ix. You agree that Your engagement with a healthcare provider shall be purely for health related matters and that You shall not use abusive or derogatory remarks aimed at the healthcare provider. In the event that You insult or use derogatory words on the healthcare provider, We reserve the right to terminate the CDM services and You shall cease to have any access thereafter.
- x. You have the option of choosing the preferred healthcare provider You would like to engage.

## **10. Accessibility of Site**

Our aim is to ensure accessibility to the Site at all times, however We make no representation of that nature and reserve the right to terminate the Site at any time and without notice.

You accept that Service interruption may occur in order to allow for Site improvements, scheduled maintenance or may also be due to external factors beyond our control.

## **11. Price and Payment**

Click on the Payment methods, cancellations and refunds policy to view the price and payment details.

## **12. Refunds policy for Patients**

Click on the Payment methods, cancellations and refunds policy to view the refunds processes.

## **13. Links and Third Party Sites**

- a) We may include links to third party websites at any time. However, the existence of a link to another website should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular website unless explicitly stated otherwise.



In the event the user follows a link to another Site, he or she does so at his or her own risk. We accept no responsibility for any content, including, but not limited to, information, products and services, available on third party websites.

- b) Creating a link to this website is strictly forbidden without our prior written consent. Furthermore, We reserve the right to revoke our consent without notice or justification.

#### **14. No endorsements**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by Ponea. Any views expressed by third parties on the Site are solely the views of such third party and Ponea assumes no responsibility for the accuracy or veracity of any statement made by such third party.

#### **15. Intellectual Property**

- a) Both parties agree that all intellectual property rights and database rights, whether registered or unregistered, in the Site, information content on the Site and all the Site design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain at all times vested in Ponea or our licensors. Use of such material will only be permitted as expressly authorized by Ponea or our licensors.
- b) Any unauthorized use of the material and content of this Site is strictly prohibited and You agree not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

#### **16. Data Protection**

Any personal information collected in relation to the use of this Site will be held and used in accordance with our Privacy Policy, which is available on our Site.

#### **17. Indemnity**

You agree to indemnify and hold Ponea, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to Your breach of these Terms of use.



## **18. Applicable Law and Jurisdiction**

These Terms and Conditions shall be interpreted and governed by English Law. Each party hereby agrees to submit to the jurisdiction of the English courts.

## **19. Arbitration**

- a) The parties shall use their best efforts to amicably settle any dispute arising out of or in connection with these terms and conditions (including any question regarding its interpretation existence validity or termination). If such dispute controversy or claim cannot be settled within ten (10) days after receipt by one party of the other party's request for such amicable settlement, the parties shall refer the dispute to a mediator agreed upon between them in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause, and if within ten (10) days of one party requesting mediation the parties do not agree on a mediator or fail to settle the dispute through mediation, the dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.
- b) The language to be used in the mediation and in the arbitration shall be English.
- c) In any arbitration commenced pursuant to this clause:
  - i. the number of arbitrators shall be three; and
  - ii. the seat, or legal place, of arbitration shall be London.
- d) The award of the arbitrators shall be final and binding upon the parties and any party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitrators may take the form of an order to pay an amount or to perform or to prohibit certain activities.
- e) Notwithstanding the foregoing, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrators.

## **20. Termination**

In addition to any other legal or equitable remedies, We may, without prior notice to You, immediately terminate the Terms and Conditions or revoke any or all of Your rights granted under the Terms and Conditions. Upon any termination of this Agreement, You shall immediately cease all access to and use of the Site and We shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to



You and deny Your access to and use of this Site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to You or to any other person as a result of any such suspension or termination. If You are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or practices of Ponea in operating the Site, Your sole and exclusive remedy is to discontinue using the Site.

## **21. Severability**

If any portion of these Terms and Conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.

## **22. Electronic documents**

This electronic document, and all other electronic documents referred to or incorporated herein, will be:

- a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and
- b) legally enforceable as a signed agreement.

A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **23. Assignment**

These Terms and Conditions are personal to You, and are not assignable, transferable, or sub licensable by You except with Ponea's prior written consent. Ponea may assign, transfer, or delegate any of its rights and obligations hereunder without Your consent.

## **24. Disclaimer**

- a) The Site is provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Ponea disclaims all representations, warranties, and conditions, express or implied, including, but not limited to, implied condition or warranties of merchantability and fitness for a particular purpose.



- b) Ponea does not warrant that the Site will be uninterrupted or error-free, that defects will be corrected or that the Site or the server that makes it available are free of viruses or other harmful components.
- c) Healthcare service representations expressed on this Site are those of the healthcare service providers and are not made by Ponea. Submissions or opinions expressed on this Site are those of the individual posting such content and may not reflect our opinions.
- d) Interactions via the Omnichannels that result in Ponea giving suggestions or advice, through the use of AI technology, based on the information received from You are not to be substituted with actual consultations from qualified professionals. Ponea only acts as a guide and disclaims any liability as to the accuracy and reliability of such information. Ponea strongly advises You to seek professional assistance before relying on such information.
- e) Ponea makes no guarantees, and disclaims any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness of any content posted on the Site and platforms for a particular purpose. Ponea assumes no liability arising from or relating to any error, omission, interruption, deletion, delay in operation or transmission, computer virus, communication failure and defect in the information, content, materials, software or other services, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site and/or Platforms.
- f) Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to You.

## **25. Contacts/Notices**

If You have any questions about the Terms and Conditions, or need to provide notice to, or communicate with, Ponea under the Terms and Conditions, please contact Ponea using the following contact details: [legal@poneahealth.com](mailto:legal@poneahealth.com)



## **PONEA HEALTH DOCTOR APPLICATIONS**

### **TERMS AND CONDITIONS**

#### **1. Introduction**

- i. These Terms and Conditions ("Terms and Conditions") form a legal agreement between Ponea Health Holdings B.V., a limited liability company incorporated under the Laws of The Netherlands and of Johan De Wittlaan 7, 2517 JR The Hague, The Netherlands, ("Ponea" "We" "Our"), /and You, the individual or organization ("You" and "Your") concerning Your provision of the various services You offer through Ponea mobile applications.
- ii. These terms and conditions apply to the Ponea Doctor Applications ("Mobile Apps").
- iii. Use of the Mobile Apps constitutes Your acceptance of these Terms and Conditions of use.
- iv. Ponea reserves the right, to change, modify, add, or remove portions of the Terms and Conditions of use at any time. Changes will be effective when posted on the Mobile Apps with no other notice provided.
- v. Please check these Terms and Conditions regularly for updates. Your continued use of the Mobile Apps following the posting of changes to these Terms and Conditions constitutes Your acceptance of those changes.
- vi. Kindly review the Terms and Conditions listed below diligently prior to using this Mobile Apps as Your use of the Mobile Apps indicates Your agreement to be wholly bound by its Terms and Conditions without modification.
- vii. You agree that if You are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, You will not hesitate to contact Ponea for clarification.
- viii. These Terms and Conditions fully govern the use of the Mobile Apps . No extrinsic evidence, whether oral or written, will be incorporated.

#### **2. Use of the Platform**

##### **2.1. Registration and account**

- a. In order to access the MobileApps, You will be required to create an account and provide information that is specific to You ("Account Information").
- b. You will then create Your password that will allow You to log in to the application.





- c. Upon successfully creating an account, You will be required to log in. You may complete Your profile as well.
- d. You understand that it is Your responsibility to:
  - i. Provide true, accurate, current and complete Account Information;
  - ii. Maintain and promptly update Your Account Information;
  - iii. Only maintain one account;
  - iv. Take full responsibility for the activities on Your account and the security of Your credentials;
  - v. Keep Your username and password secure.
- e. You understand that Ponea shall use the information You provide through the MobileApps to connect You with the Patient in accordance with the Services requested for.
- f. By using the MobileApps, You agree to be bound by the Payment methods, cancellations and refunds policy and the Privacy Policy.
- g. You understand that Ponea reserves the right to disable Your account and refuse current and future access to the MobileApps. You agree that Ponea may terminate Your account for inactivity.
- h. You agree that unless otherwise indicated, any Account Information which You upload or provide via the Mobile Apps may be modified or deleted without prior notice at Ponea's own discretion. Therefore to the extent any Account Information has any importance to You, You agree to maintain an original copy separate from the MobileApps.

## **2.2. Products and services**

Refer to the E-health terms and conditions as executed by Yourself and Ponea.

### **3. Use of Mobile Apps**

- a) You agree that the Mobile Apps may only be used in accordance with these Terms and Conditions. If You do not agree with the Terms and Conditions or do not wish to be bound by them, You agree to refrain from using the Mobile Apps.
- b) We grant You a non-transferable, revocable and non-exclusive license to use the Mobile Apps, in accordance with the Terms and Conditions, for the following:
  - i. Accessing and contributing to the healthcare information available on the Mobile Apps.



- ii. Connecting with patients and medical practitioners in relation to provision of assessment, diagnosis, prescriptions and investigations of diseases including but not limited to; Common ailments, acute infections, wellness, diarrhea and vomiting, colds and coughs, urine infections, rashes and allergies, chronic conditions, malaria, Headaches, skin and ophthalmology, depression and anxiety by the Practitioners available on the Mobile Apps.
  - iii. Gathering prior information regarding Ponea's Services and providing the Services.
  - iv. Availing health and wellness products for purchase via the Mobile Apps.
  - v. Confirming availability of drugs and other pharmaceutical products upon providing a valid prescription on the Mobile Apps.
- c) Ponea's role is limited to providing the E-health platform to facilitate Your provision of health and wellness products, Pharmaceutical care and pharmaceutical products, and expert medical services (the "Services"). Ponea is independent from Pharmacies, providers of health and wellness products on the Mobile Apps and healthcare providers(the "Providers") who will be providing the Services through the Mobile Apps and is not responsible for such Provider's acts, omissions or for any content of the communications made by them. Ponea does not engage in the practice of medicine, pharmacy or provide any other health services.
- d) Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by Ponea in advance.
- e) Every user of the Mobile Apps is solely responsible for keeping passwords and other account identifiers safe and secure.

The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, You must notify Ponea of any unauthorized use of Your password or account. The Mobile Apps shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, Your failure to comply with this section.

During the registration process, You agree to receive promotional emails from the Mobile Apps. You can subsequently opt out of receiving such promotional emails by clicking on the link at the bottom of any promotional email.

#### **4. Prohibited uses**

In using the Mobile Apps, You agree not to:

- a) Send or otherwise transmit to or through the Mobile Apps any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Mobile Apps or computers of any kind, and any unsolicited email and/or advertisement or promotion of goods and services; malicious software or code; unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; any



content that infringes a third party right or intellectual property; any content that may cause damage to a third party; any content which may constitute, cause or encourage a criminal action or violate any applicable law; or any illegal content.

- b) Misrepresent Your identity or affiliation in any way;
- c) Restrict or inhibit any person from using the Mobile Apps, disclose personal information obtained from the Mobile Apps or collect information about users of the Mobile Apps;
- d) Reverse engineer, disassemble or decompile any section or technology on the Mobile Apps or attempt to do any of the foregoing;
- e) Gain unauthorized access to the Mobile Apps, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Mobile Apps;
- f) Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Mobile Apps in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- g) Send or otherwise transmit to or through the Mobile Apps chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- h) Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- i) Violate any applicable laws or regulations in any way;
- j) Alter or modify any part of the content or services offered on or through the Mobile Apps;
- k) Allow any other person to use the Mobile Apps with Your registration or login information;
- l) Accessing Ponea servers or internal computer systems, interfering in any way with the functionality of this Mobile Apps, gathering or altering any underlying software code, infringing any intellectual property rights;
- m) Breach or otherwise circumvent Ponea's security or authentication measures;
- n) Assist or permit any persons in engaging in any of the activities described above;



- o) Any breach of these Terms and Conditions of use shall result in the immediate revocation of the license granted without prior notice to You. Should We determine at our sole discretion that You are in breach of any of these conditions, We reserve the right to deny You access to the Mobile Apps and do so without prejudice to any available remedies at law or otherwise.

## **5. Information submitted by You**

- a) Any information that You submit to the Mobile Apps and/or provide to Ponea, including but not limited to, questions, reviews, comments, and suggestions will become Ponea's sole and exclusive property and shall not be returned to You.
- b) In addition to the rights applicable to any information, when You post comments or reviews to the Mobile Apps, You also grant Ponea the right to use the name that You submit, in connection with such review, comment, or other content.
- c) You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead Ponea or third parties as to the origin of any submissions. We may, but shall not be obligated to, remove or edit any submissions.
- d) By signing up to provide the Services, You agree to receive a) emails associated with processing Your request, b) promotional emails, SMS and push notifications from Ponea.
- e) You may unsubscribe from promotional emails via a link provided in each email. If You would like Ponea to remove Your personal information from Ponea's database, unsubscribe from emails and/or SMS, please email Customer Service email address by country.

## **6. Information submitted by Patients**

- a) You understand that the Patient is solely responsible for the information they provide in the Platform. Ponea bears no responsibility as to the accuracy of the information provided by the Patients.
- b) Ponea does not warrant nor represent that the information provided by the Patient is verified or accurate.

## **7. Accessibility of Mobile Apps**

Our aim is to ensure accessibility to the Mobile Apps at all times, however We make no representation of that nature and reserve the right to terminate the Mobile Apps at any time and without notice.

You accept that Service interruption may occur in order to allow for Mobile Apps improvements, scheduled maintenance or may also be due to external factors beyond our control.



## **8. Covenants relating to participation**

### **8.1. Provision of Services**

- a. You agree to comply with the terms of these Terms and Conditions and to provide to Patients those Services that You are licensed and credentialed to provide in accordance with the Terms and Conditions between Yourself and Ponea.
- b. You agree to provide the Services to all Patients in a nondiscriminatory manner consistent with the care and services that You provide to Your Patients outside the Platform.
- c. You will provide the Services exercising all professionalism, due skill, care and diligence.
- d. You will ensure Your availability at the agreed times to provide the Services from as per the agreed schedule between the Parties and depending on Patient bookings.
- e. You will be subjected to a quarterly quality assurance gaging criterion by Ponea, and a customer experience rating by the Patients.
- f. Where there is need for referral of Patients to another Practitioner, You agree that such referral shall be done through the E-health Platform.

### **8.2. Standard of Practice.**

You agree that You shall conduct Your practice in accordance with recognized standards in the profession in which You operates, and ensure that Services are provided in accordance with the objectives of comprehensive quality care, cost containment, and effective utilization of available resources.

### **8.3. Insurance.**

You agree to maintain: (i) a professional liability insurance policy for Yourself and to ensure the same for the practitioners under Your facility(where appropriate) (ii) any other types of insurance required under Kenyan law or as mutually agreed to by the Parties. You agree to provide Ponea with evidence of such coverage and immediate notice of any adverse changes to such insurance coverage.

## **9. Price and Payment**

Click on the Payment methods, cancellations and refunds policy to view the price and payment details.

## **10. Refunds Policy for Customers**

Click on the Payment methods, cancellations and refunds policy to view the refunds processes.



## **11. Links and Thirds Party Mobile Apps**

- a) We may include links to third party websites at any time. However, the existence of a link to another website should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular website unless explicitly stated otherwise.

In the event the user follows a link to another Mobile Apps, he or she does so at his or her own risk. We accept no responsibility for any content, including, but not limited to, information, products and services, available on third party websites.

- b) Creating a link to this MobileApps is strictly forbidden without our prior written consent. Furthermore, We reserve the right to revoke our consent without notice or justification.

## **12. No endorsements**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by Ponea. Any views expressed by third parties on the Mobile Apps are solely the views of such third party and Ponea assumes no responsibility for the accuracy or veracity of any statement made by such third party.

## **13. Intellectual Property**

- a) Both parties agree that all intellectual property rights and database rights, whether registered or unregistered, in the Mobile Apps, information content on the Mobile Apps and all the Mobile Apps design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain at all times vested in Ponea or our licensors. Use of such material will only be permitted as expressly authorized by Ponea or our licensors.
- b) Any unauthorized use of the material and content of this Mobile Apps is strictly prohibited and You agree not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

## **14. Data Protection**

Any personal information collected in relation to the use of this Mobile Apps will be held and used in accordance with our Privacy Policy, which is available on our Mobile Apps.

## **15. Indemnity**



You agree to indemnify and hold Ponea, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to Your breach of these Terms of use.

## **16. Applicable Law and Jurisdiction**

These Terms and Conditions shall be interpreted and governed by English Law. Each party hereby agrees to submit to the jurisdiction of the English courts.

## **17. Arbitration**

- a) The parties shall use their best efforts to amicably settle any dispute arising out of or in connection with these terms and conditions (including any question regarding its interpretation existence validity or termination). If such dispute controversy or claim cannot be settled within ten (10) days after receipt by one party of the other party's request for such amicable settlement, the parties shall refer the dispute to a mediator agreed upon between them in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause, and if within ten (10) days of one party requesting mediation the parties do not agree on a mediator or fail to settle the dispute through mediation, the dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.
- b) The language to be used in the mediation and in the arbitration shall be English.
- c) In any arbitration commenced pursuant to this clause:
  - i. the number of arbitrators shall be three; and
  - ii. the seat, or legal place, of arbitration shall be London.
- d) The award of the arbitrators shall be final and binding upon the parties and any party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitrators may take the form of an order to pay an amount or to perform or to prohibit certain activities.
- e) Notwithstanding the foregoing, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrators.

## **18. Termination**

In addition to any other legal or equitable remedies, We may, without prior notice to You, immediately terminate the Terms and Conditions or revoke any or all of Your rights granted under the Terms and Conditions. Upon any termination of these Terms and Conditions, You shall immediately cease all access to and use of the Mobile Apps and We shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to You and deny Your access to



and use of this Mobile Apps in whole or in part. Any termination of these Terms and Conditions respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Mobile Apps shall not be liable to You or to any other person as a result of any such suspension or termination. If You are dissatisfied with the Mobile Apps or with any terms, conditions, rules, policies, guidelines, or practices of Ponea in operating the Mobile Apps, Your sole and exclusive remedy is to discontinue using the Mobile Apps.

## **19. Severability**

If any portion of these Terms and Conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.

## **20. Electronic documents**

This electronic document, and all other electronic documents referred to or incorporated herein, will be:

- a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and
- b) legally enforceable as a signed agreement.

A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **21. Assignment**

These Terms and Conditions are personal to You, and are not assignable, transferable, or sub licensable by You except with Ponea's prior written consent. Ponea may assign, transfer, or delegate any of its rights and obligations hereunder without Your consent.

## **22. Disclaimer**

- a) The Mobile Apps is provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Ponea disclaims all representations, warranties, and conditions, express or implied, including, but not limited to, implied condition or warranties of merchantability and fitness for a particular purpose.





- b) Ponea does not warrant that the Mobile Apps will be uninterrupted or error-free, that defects will be corrected or that the Mobile Apps or the server that makes it available are free of viruses or other harmful components.
- c) Healthcare service representations expressed on this Mobile Apps are those of the healthcare service providers and are not made by Ponea. Submissions or opinions expressed on this Mobile Apps are those of the individual posting such content and may not reflect our opinions.
- d) Ponea makes no guarantees, and disclaims any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness of any content posted on the Mobile Apps and platforms for a particular purpose. Ponea assumes no liability arising from or relating to any error, omission, interruption, deletion, delay in operation or transmission, computer virus, communication failure and defect in the information, content, materials, software or other services, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Mobile Apps and/or Platforms.
- e) Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to You.

### **23. Contacts/Notices**

If You have any questions about the Terms and Conditions, or need to provide notice to, or communicate with, Ponea under the Terms and Conditions, please contact Ponea using the following contact details: [legal@poneahealth.com](mailto:legal@poneahealth.com)



## **PONEA HEALTH PATIENT APPLICATION**

### **TERMS AND CONDITIONS**

#### **1. Introduction**

- i. These Terms and Conditions ("Terms and Conditions") form a legal agreement between Ponea Health Holdings B.V., a limited liability company incorporated under the Laws of The Netherlands and of Johan De Wittlaan 7, 2517 JR The Hague, The Netherlands, ("Ponea" "We" "Our"), and You, the individual or organization ("You" and "Your") concerning Your access to and use of the various services offered through Ponea mobile applications
- ii. These terms and conditions apply to the Ponea Patient applications ("Mobile Apps"), Ponea website and all of its subsidiaries, and affiliates operated Internet sites which reference these Terms and Conditions.
- iii. Use of any of the Mobile Apps constitutes Your acceptance of these Terms and Conditions of use.
- iv. Ponea reserves the right, to change, modify, add, or remove portions of the Terms and Conditions of use at any time. Changes will be effective when posted on the Mobile Apps with no other notice provided.
- v. Please check these Terms and Conditions regularly for updates. Your continued use of the Mobile Apps following the posting of changes to these Terms and Conditions constitutes Your acceptance of those changes.
- vi. Kindly review the Terms and Conditions listed below diligently prior to using this Mobile Apps as Your use of the Mobile Apps indicates Your agreement to be wholly bound by its Terms and Conditions without modification.
- vii. You agree that if You are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, You will not hesitate to contact Ponea for clarification.
- viii. These Terms and Conditions fully govern the use of the Mobile Apps . No extrinsic evidence, whether oral or written, will be incorporated.

#### **2. Your representations and warranties**

- a) By registering on the Mobile Apps, You represent and warrant the following:
  - (i) You are at least eighteen (18) years of age,



- (ii) You have the legal ability and authority to enter into these Terms and Conditions with Ponea,
- (iii) the information You have provided to Ponea in Your registration is accurate and complete,
- (iv) You will comply with any and all laws applicable to Your use of the Mobile Apps,
- (v) You will not interfere with a third party's use and enjoyment of the Mobile Apps,
- (vi) You will not interfere with or disrupt Ponea or its vendors' security measures,
- (vii) if any information You provide to Ponea becomes inaccurate, incomplete or otherwise false or misleading, You will immediately notify Ponea,
- (viii) You acknowledge that access to the healthcare services provided through the platforms are not "insured services" under any provincial health plans,
- (ix) You acknowledge that any fees paid by You or by any other persons on Your behalf are not provided in exchange for any undertaking by Ponea or its representatives that such healthcare services will be made available to You, and
- (x) You are accessing the Mobile Apps for yourself or a child under the age of eighteen for whom You are the legal guardian.

### **3. Use of the MobileApps**

#### **3.1. Registration and account**

- a. In order to access the MobileApps, You will be required to create an account and provide information that is specific to You ("Account Information").
- b. You will then create Your password that will allow You to log in to the application.
- c. Upon successfully creating an account, You will be required to log in. You may complete Your profile as well.
- d. You understand that it is Your responsibility to:
  - i. Provide true, accurate, current and complete Account Information;
  - ii. Maintain and promptly update Your Account Information;
  - iii. Only maintain one account;
  - iv. Take full responsibility for the activities on Your account and the security of Your credentials;
  - v. Keep Your username and password secure.
- e. You understand that Ponea shall use the information You provide through the MobileApps to connect You with the service/service provider requested for.
- f. By using the MobileApps, You agree to be bound by the Payment methods, cancellations and refunds policy and the Privacy Policy.



- g. You understand that Ponea reserves the right to disable Your account and refuse current and future access to the MobileApps. You agree that Ponea may terminate Your account for inactivity.
- h. You agree that unless otherwise indicated, any Account Information which You upload or provide via the Mobile Apps may be modified or deleted without prior notice at Ponea’s own discretion. Therefore to the extent any Account Information has any importance to You, You agree to maintain an original copy separate from the MobileApps.

### **3.2. Products and services**

#### **a. For purchase of health and wellness products:**

- i. The products will be delivered at the address provided by You, on the date and time specified in the acknowledgement message. For undelivered products or cancelled products after dispatch has been made, You may be charged for the transportation costs.
- ii. Delivery dates are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- iii. Delivery costs are not included in the prices quoted on the Mobile Apps. When placing an order in the Mobile Apps, You will be provided with the option to determine the terms of delivery.

#### **b. For consultation with a healthcare provider:**

- i. You agree that We shall not be responsible for any authentication of personal data or sensitive personal data provided by yourself for use by the medical healthcare provider.
- ii. You agree to notify Ponea in the event that a medical healthcare provider fails to honor an appointment You had booked and paid for via our email as provided in these Terms and Conditions. Click on the Payment methods, cancellations and refunds policy to view the refund process.
- iii. You agree that where the failed appointment was as a result of Your late cancellation, Your payment will be subject to a cancellation charge. Where You fail to show up for an appointment without cancelling the appointment, You shall forfeit Your money as paid to Ponea.
- iv. You agree that while We endeavor to ensure the healthcare provider meets You at the agreed time, circumstances beyond the healthcare provider’s control may lead to a delay in the scheduled time or a rescheduling of the same. You agree in such cases, that You will not be entitled to any refunds.



- v. You agree that the articles and other publications published in the Mobile Apps do not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist You with locating appropriate medical care from a qualified healthcare provider.
- vi. You agree that Services are not intended to be a substitute for getting in touch with emergency healthcare. Where You encounter a medical emergency, please contact an ambulance service or hospital directly.
- vii. You agree that You shall engage the healthcare provider in all matters health wise including the sharing of images or videos of body parts where necessary, only through the Mobile Apps and that We shall bear no liability for any engagement outside of the Mobile Apps. Your engagement to a healthcare provider apart from through this Mobile Apps shall be at Your own risk.
- viii. You agree that some consultation will require a physical examination and for such engagements, our concierge shall be responsible for ensuring the schedule is agreed upon between yourself and the healthcare provider.
- ix. You agree and consent to the healthcare provider uploading Your medical information on Your account for Your use and the healthcare provider's use only.
- x. You agree that Your engagement with a healthcare provider on this Mobile Apps shall be purely for health related matters and that You shall not use abusive or derogatory remarks on this Mobile Apps. In the event that You insult or use derogatory words on this Mobile Apps, We reserve the right to terminate Your account and You shall cease to have any access thereafter.
- xi. You have the option of choosing the preferred healthcare provider You would like to engage.

**c. For pharmaceutical products and pharmaceutical care services:**

- i. You agree that the Mobile Apps is a platform for connecting You with the pharmacy service providers and is in no way actively involved in the sale of the drugs.
- ii. We equally assume no responsibility for any reliance on the information on our Mobile Apps that may adversely affect You should You choose to self-medicate. We strongly recommend that You consult a healthcare provider before purchasing or consuming any medicine from the Mobile Apps.
- iii. You agree to indemnify and hold Ponea harmless, our respective successors, assigns, shareholders, directors, officers, employees, attorneys and agents (collectively the "indemnified parties") from and against any and all losses, damages, costs and expenses (including, without limitation, the indemnified parties' reasonable attorneys' fees and other costs of legal defense, associated with any and all third party claims, demands, suits, proceedings or judgments relating to or resulting from any negligence or misconduct of the Practitioner in connection with the Mobile Apps.



- iv. You understand that We are not parties to the transactions and as such We shall not be held liable for the inability of either party to complete a sale.
- v. You understand that We are not liable for the quality, safety, lawfulness or availability of the products or services offered for sale on the Mobile Appss.
- vi. You understand that Medicine can be ordered on behalf of minors or the mentally challenged by authorized personnel only.
- vii. You agree that You have read the instructions on the medicine before use .We shall not be liable for any side effects that may arise as a result of purchasing products from our Mobile Apps.
- viii. For purchase of drugs that require a prescription, You will be required to upload a scanned image of the original prescription.
- ix. We shall validate all prescriptions to ensure compliance with the applicable laws.
- x. Once the scanned image has been verified and the prescription validated, You will receive a notification via SMS of the verification and validation.
- xi. Where the prescription cannot be validated, You will have the option of consulting with the healthcare providers at Your own fees.
- xii. You will be required to fill in a form before Your purchase is accepted. The purpose of the form is to enable Ponea understand Your allergies or existing condition that is deemed necessary before issuance of the drugs.
- xiii. Once the purchase is accepted and/or the prescription is validated, You will be required to key in Your preferred payment method. Click on the Payment methods, cancellations and refunds policy to view the payment process.
- xiv. You may select a pick up location and will be notified of the day and time the drugs should arrive.
- xv. You will then receive an SMS containing a code which is the unique order number that You will be required to provide during delivery.
- xvi. No drugs requiring a prescription will be dispatched to You without the original prescription which You will be required to submit to the delivery team before delivery is effected.

**d. For Chronic disease management (“CDM”):**

- i. You agree that We shall not be responsible for any authentication of personal data or sensitive personal data provided by yourself for use by the healthcare provider.



- ii. You agree to notify Ponea in the event that a healthcare provider fails to honor an appointment You had booked and paid for via our email as provided in these Terms and Conditions. Click on the Payment methods, cancellations and refunds policy to view the refund process.
- iii. You agree that where the failed appointment was as a result of Your late cancellation, Your payment will be subject to a cancellation charge. Where You fail to show up for an appointment without cancelling the appointment, You shall forfeit Your money as paid to Ponea.
- iv. You agree that where your health deteriorates while You receive CDM treatment, You will call our call center and seek services of an ambulance to transport You to the nearest possible health facility for emergency care. We shall cover the costs of the ambulance up to a certain (predetermined) limit.
- v. This CDM product is strictly for outpatient care of all our clients. In the event of sickness requiring hospitalization, We will not be liable for the costs incurred during inpatient treatment. We shall only cover costs incurred by You while undertaking outpatient treatment at our appointed providers.
- vi. You agree that Services are not intended to be a substitute for getting in touch with emergency healthcare. Where You encounter a medical emergency, please contact an ambulance service or hospital directly.
- vii. You agree that some consultation will require a physical examination and for such engagements, our concierge shall be responsible for ensuring the schedule is agreed upon between yourself and the healthcare provider.
- viii. You agree and consent to the healthcare provider uploading Your medical information on Your account for Your use and the healthcare provider's use only.
- ix. You agree that Your engagement with a healthcare provider shall be purely for health related matters and that You shall not use abusive or derogatory remarks aimed at the healthcare provider. In the event that You insult or use derogatory words on the healthcare provider, We reserve the right to terminate the CDM services and You shall cease to have any access thereafter.
- x. You have the option of choosing the preferred healthcare provider You would like to engage.

**e. Use of Mobile Apps**

- a) You agree that the Mobile Apps may only be used in accordance with these Terms and Conditions. If You do not agree with the Terms and Conditions or do not wish to be bound by them, You agree to refrain from using the Mobile Apps.



- b) We grant You a non-transferable, revocable and non-exclusive license to use the Mobile Apps, in accordance with the Terms and Conditions, for the following:
- i. Accessing healthcare information available on the Mobile Apps.
  - ii. Connecting with patients and medical practitioners in relation to receipt and provision of assessment, diagnosis, prescriptions and investigations of diseases including but not limited to; Common ailments, acute infections, wellness, diarrhea and vomiting, colds and coughs, urine infections, rashes and allergies, chronic conditions, malaria, Headaches, skin and ophthalmology, depression and anxiety by the Practitioners available on the Mobile Apps.
  - iii. Gathering prior information regarding Ponea's Services and purchasing or providing the Services.
  - iv. Purchasing health and wellness products available on the Mobile Apps.
  - v. Purchasing drugs and other pharmaceutical products upon providing a valid prescription on the Mobile Apps.
- c) Ponea's role is limited to making certain e-health related information available to You and/or facilitate Your access to health and wellness products, Pharmaceutical care and pharmaceutical products, and expert medical services (the "Services"). Ponea is independent from Pharmacies, providers of health and wellness products on the Mobile Apps (the "Vendors") and healthcare providers who will be providing the Services to You through the Mobile Apps and is not responsible for such Vendor's or healthcare providers' acts, omissions or for any content of the communications made by them. Ponea does not engage in the practice of medicine, pharmacy or provide any other health services.
- d) Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by Ponea in advance.
- e) Certain Services and related features that may be made available on the Mobile Apps may require registration or subscription. Should You choose to register or subscribe for any such Services or related features, You agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes.
- f) Every user of the Mobile Apps is solely responsible for keeping passwords and other account identifiers safe and secure.

The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, You must notify Ponea of any unauthorized use of Your password or account. The Mobile Apps shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, Your failure to comply with this section.

During the registration process, You agree to receive promotional emails from the Mobile Apps. You can subsequently opt out of receiving such promotional emails by clicking on the link at the bottom of any promotional email.





#### **4. Prohibited uses**

In using the Mobile Apps, You agree not to:

- a) Send or otherwise transmit to or through the Mobile Apps any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Mobile Apps or computers of any kind, and any unsolicited email and/or advertisement or promotion of goods and services; malicious software or code; unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; any content that infringes a third party right or intellectual property; any content that may cause damage to a third party; any content which may constitute, cause or encourage a criminal action or violate any applicable law; or any illegal content.
- b) Misrepresent Your identity or affiliation in any way;
- c) Restrict or inhibit any person from using the Mobile Apps, disclose personal information obtained from the Mobile Apps or collect information about users of the Mobile Apps;
- d) Reverse engineer, disassemble or decompile any section or technology on the Mobile Apps or attempt to do any of the foregoing;
- e) Gain unauthorized access to the Mobile Apps, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Mobile Apps;
- f) Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Mobile Apps in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- g) Send or otherwise transmit to or through the Mobile Apps chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- h) Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- i) Violate any applicable laws or regulations in any way;
- j) Alter or modify any part of the content or services offered on or through the Mobile Apps;
- k) Allow any other person to use the Mobile Apps with Your registration or login information;



- l) Accessing Ponea servers or internal computer systems, interfering in any way with the functionality of this Mobile Apps, gathering or altering any underlying software code, infringing any intellectual property rights;
- m) Breach or otherwise circumvent Ponea's security or authentication measures;
- n) Assist or permit any persons in engaging in any of the activities described above;
- o) Any breach of these Terms and Conditions of use shall result in the immediate revocation of the license granted without prior notice to You. Should We determine at our sole discretion that You are in breach of any of these conditions, We reserve the right to deny You access to the Mobile Apps and do so without prejudice to any available remedies at law or otherwise.

## **5. Information submitted by You**

- a) Any information that You submit to the Mobile Apps and/or provide to Ponea, including but not limited to, questions, reviews, comments, and suggestions will become Ponea's sole and exclusive property and shall not be returned to You.
- b) In addition to the rights applicable to any information, when You post comments or reviews to the Mobile Apps, You also grant Ponea the right to use the name that You submit, in connection with such review, comment, or other content.
- c) You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead Ponea or third parties as to the origin of any submissions. We may, but shall not be obligated to, remove or edit any submissions.
- d) By signing up for Ponea Services, You agree to receive a) emails associated with processing Your request, b) promotional emails, SMS and push notifications from Ponea.
- e) You may unsubscribe from promotional emails via a link provided in each email. If You would like Ponea to remove Your personal information from Ponea's database, unsubscribe from emails and/or SMS, please email Customer Service email address by country.

## **6. Accessibility of Mobile Apps**

Our aim is to ensure accessibility to the Mobile Apps at all times, however We make no representation of that nature and reserve the right to terminate the Mobile Apps at any time and without notice.



You accept that Service interruption may occur in order to allow for Mobile Apps improvements, scheduled maintenance or may also be due to external factors beyond our control.

## **7. Price and Payment**

Click on the Payment methods, cancellations and refunds policy to view the price and payment details.

## **8. Refunds policy for Customers**

Click on the Payment methods, cancellations and refunds policy to view the refunds processes.

## **9. Links and Thirds Party Mobile Apps**

- a) We may include links to third party websites at any time. However, the existence of a link to another website should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular website unless explicitly stated otherwise.

In the event the user follows a link to another Mobile Apps, he or she does so at his or her own risk. We accept no responsibility for any content, including, but not limited to, information, products and services, available on third party websites.

- b) Creating a link to this Mobile Apps is strictly forbidden without our prior written consent. Furthermore, We reserve the right to revoke our consent without notice or justification.

## **10. No endorsements**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by Ponea. Any views expressed by third parties on the Mobile Apps are solely the views of such third party and Ponea assumes no responsibility for the accuracy or veracity of any statement made by such third party.

## **11. Intellectual Property**

- a) Both parties agree that all intellectual property rights and database rights, whether registered or unregistered, in the Mobile Apps, information content on the Mobile Apps and all the Mobile Apps design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain at all times vested in Ponea or our licensors. Use of such material will only be permitted as expressly authorized by Ponea or our licensors.



- b) Any unauthorized use of the material and content of this Mobile Apps is strictly prohibited and You agree not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

## **12. Data Protection**

Any personal information collected in relation to the use of this Mobile Apps will be held and used in accordance with our Privacy Policy, which is available on our Mobile Apps.

## **13. Indemnity**

You agree to indemnify and hold Ponea, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to Your breach of these Terms of use.

## **14. Applicable Law and Jurisdiction**

These Terms and Conditions shall be interpreted and governed by English Law. Each party hereby agrees to submit to the jurisdiction of the English courts.

## **15. Arbitration**

- a) The parties shall use their best efforts to amicably settle any dispute arising out of or in connection with these terms and conditions (including any question regarding its interpretation existence validity or termination). If such dispute controversy or claim cannot be settled within ten (10) days after receipt by one party of the other party's request for such amicable settlement, the parties shall refer the dispute to a mediator agreed upon between them in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause, and if within ten (10) days of one party requesting mediation the parties do not agree on a mediator or fail to settle the dispute through mediation, the dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.
- b) The language to be used in the mediation and in the arbitration shall be English.
- c) In any arbitration commenced pursuant to this clause:
  - i. the number of arbitrators shall be three; and
  - ii. the seat, or legal place, of arbitration shall be London.
- d) The award of the arbitrators shall be final and binding upon the parties and any party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitrators may take the form of an order to pay an amount or to perform or to prohibit certain activities.



- e) Notwithstanding the foregoing, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrators.

## **16. Termination**

In addition to any other legal or equitable remedies, We may, without prior notice to You, immediately terminate the Terms and Conditions or revoke any or all of Your rights granted under the Terms and Conditions. Upon any termination of these Terms and Conditions, You shall immediately cease all access to and use of the Mobile Apps and We shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to You and deny Your access to and use of this Mobile Apps in whole or in part. Any termination of these Terms and Conditions shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Mobile Apps shall not be liable to You or to any other person as a result of any such suspension or termination. If You are dissatisfied with the Mobile Apps or with any terms, conditions, rules, policies, guidelines, or practices of Ponea in operating the Mobile Apps, Your sole and exclusive remedy is to discontinue using the Mobile Apps.

## **17. Severability**

If any portion of these Terms and Conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.

## **18. Electronic documents**

This electronic document, and all other electronic documents referred to or incorporated herein, will be:

- a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and
- b) legally enforceable as a signed agreement.

A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **19. Assignment**



These Terms and Conditions are personal to You, and are not assignable, transferable, or sub-licensable by You except with Ponea's prior written consent. Ponea may assign, transfer, or delegate any of its rights and obligations hereunder without Your consent.

## **20. Disclaimer**

- a) The Mobile Apps is provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Ponea disclaims all representations, warranties, and conditions, express or implied, including, but not limited to, implied condition or warranties of merchantability and fitness for a particular purpose.
- b) Ponea does not warrant that the Mobile Apps will be uninterrupted or error-free, that defects will be corrected or that the Mobile Apps or the server that makes it available are free of viruses or other harmful components.
- c) Healthcare service representations expressed on this Mobile Apps are those of the healthcare service providers and are not made by Ponea. Submissions or opinions expressed on this Mobile Apps are those of the individual posting such content and may not reflect our opinions.
- d) Ponea makes no guarantees, and disclaims any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness of any content posted on the Mobile Apps and platforms for a particular purpose. Ponea assumes no liability arising from or relating to any error, omission, interruption, deletion, delay in operation or transmission, computer virus, communication failure and defect in the information, content, materials, software or other services, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Mobile Apps and/or Platforms.
- e) Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to You.

## **21. Contacts/Notices**

If You have any questions about the Terms and Conditions, or need to provide notice to, or communicate with, Ponea under the Terms and Conditions, please contact Ponea using the following contact details: [legal@poneahealth.com](mailto:legal@poneahealth.com)



## **PONEA HEALTH WEBSITE AND PLATFORM USE DATA SHARING AGREEMENT**

### **1. Introduction**

- i. This data sharing agreement ("this Agreement") forms a legal agreement between Ponea Health Holdings B.V., a limited liability company incorporated under the Laws of The Netherlands and of Johan De Wittlaan 7, 2517 JR The Hague, The Netherlands, ("Ponea" "We" "Our"), and You, the individual or organization ("You" and "Your") concerning Your access to and use of the various services offered through Ponea mobile applications and website.
- ii. This Agreement applies to the Ponea Patient applications, Ponea Doctor applications ("Mobile Apps"), Ponea website and all of its subsidiaries, and affiliates operated internet sites which reference this Agreement (Collectively "Ponea Sites").
- iii. Use of any of the Ponea Sites constitutes Your acceptance of this Agreement.
- iv. Ponea reserves the right, to change, modify, add, or remove portions of this Agreement of use at any time. Changes will be effective when posted on the Ponea Sites with no other notice provided.
- v. Please check this Agreement regularly for updates. Your continued use of Ponea Sites following the posting of changes to this Agreement constitutes Your acceptance of those changes.
- vi. Kindly review this Agreement diligently prior to using Ponea Sites as Your use of the Ponea Sites indicates Your agreement to be wholly bound by this Agreement without modification.
- vii. You agree that if You are unsure of the meaning of any part of this Agreement or have any questions regarding this Agreement, You will not hesitate to contact Ponea for clarification.
- viii. This Agreement shall be read together with all the terms and conditions in this document.
- ix. Data shall mean all personal information belonging to a data subject.
- x. Data Processor shall mean either Ponea or third party who receives instruction on how to handle Data.
- xi. Data Controller shall mean either Ponea or third party who issues instructions to a Data Processor on how to handle Data.
- xii. This Agreement shall be supplemental to the General Data Protection Regulation and data protection laws and regulations where the data subject resides.



## **2. Term.**

This Agreement will commence on the date of the agreement between Ponea and You and continue as long as the Data Processor retains and requires use of the Data.

## **3. Data Processor:**

### **i) Limited Use.**

The Data Processor will use or disclose the Data only in furtherance of the purpose or as required by law and shall at all times comply with data protection laws and General Data Protection Regulations governing use of personal data.

### **ii) Standard of Care.**

The Data Processor shall exercise at least the same degree of care as it uses with its own data and confidential information, but in no event any less than reasonable care, to protect the Data from misuse and unauthorized access or disclosure.

### **iii) Safeguards of the Data.**

The Data Processor shall use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including:

- a. maintaining adequate physical controls and password protections for any server or system on which the Data is stored,
- b. ensuring that Data is not stored on any electronic device such as a laptop or smartphone or transmitted electronically unless encrypted, and
- c. taking any other measures reasonably necessary to prevent any use or disclosure of the

Data other than as permitted under this Agreement.

### **iv) Agents and Subcontractors.**

The Data Processor will not share the Data with any agents or subcontractors without prior approval from the Data Controller. The Data Processor shall ensure that any agents, including subcontractors, to whom it provides the Data agree to the same restrictions and conditions listed





in this Agreement and agree to comply with data protection laws and regulations and to sign a confidentiality and non-disclosure agreement.

**v) Personal Information.**

The Data Processor will not attempt to identify any person whose information is contained in any encrypted Data or attempt to contact those persons.

**vi) No Modification of Data.**

The Data Processor shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of the Data.

**vii) Permitted Disclosure.**

The Data Processor may disclose the Data;

- a. only if and to the extent the Data Controller consents in writing to the disclosure, and;
- b. to the Data Processor's officers, directors, employees, or Affiliates, who;
  - i. need-to-know the Data in furtherance of the project,
  - ii. have been informed of the obligations of this Agreement, and
  - iii. agree to abide and be bound by the provisions this Agreement.

**viii) Required Disclosure.**

If the Data Processor is compelled by law to disclose any Data, it shall:

- a) provide the Data Controller with prompt written notice so that the Data Controller may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement;
- b) cooperate with the Data Controller to obtain a protective order or other appropriate remedy; and
- c) if the Parties cannot obtain a protective order, other appropriate remedy, or otherwise fail to quash the legal process requiring disclosure, the Data Processor will disclose the requested Data only to the extent necessary to satisfy the request.



#### **ix) Unauthorized Disclosure**

##### **a. Report.**

Within 24 hours of the Data Processor becoming aware of any unauthorized use or disclosure of the Data, the Data Processor shall promptly report that unauthorized use or disclosure to the Data Controller.

##### **b. Cooperation and Mitigation.**

The Data Processor shall cooperate with any remedy that that the Data Controller, in its discretion, determines is necessary to:

- i. address any applicable reporting requirements, and
- ii. mitigate any effects of such unauthorized use or disclosure of the Data, including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators, governmental authorities, and the public.

#### **4. Confidentiality Obligations.**

The Parties will be bound by Parties confidentiality obligations in handling of the Data.

#### **5. Compliance inspection and audit.**

The Data Controller reserves the right to at any time conduct an inspection and audit to determine compliance with this Agreement.

#### **6. Representations**

##### **i). Mutual Representations**

##### **a.) No Restriction.**

Neither Party is under any restriction or obligation that could affect its performance of its obligations under this Agreement.



**b.) No Violation, Breach, or Conflict.**

Neither Party's execution, delivery, nor performance of this Agreement and the other documents to which it is a Party, and the consummation of the transactions contemplated in this Agreement, do or will result in its violation or breach of any:

- i. applicable law or order, or
- ii. require the consent of any person, or conflict with, result in a violation or breach of, constitute a default under, or result in the acceleration of any material contract.

**ii.) Data Controller's representations**

**a.) Ownership.**

Data Controller has the exclusive right to grant the Data to the Data Processor.

**b.) No Warranty**

- i. The Data is provided "as is."
- ii. The Data Controller does not make any warranty as to the accuracy or completeness of the Data.

**7. Intellectual property ownership**

**i. No license to existing intellectual property.**

Except for any intellectual property rights included in the project to use Data, the Parties hereby acknowledge that this Agreement does not constitute a grant by either Party to the other of any license or right to either Party's intellectual property existing as of the effective date of the agreement between the Parties.

**ii. Ownership of developed intellectual property.**

If either Party develops any new intellectual property in connection with this, the Parties shall enter into a separate definitive agreement regarding the ownership of that new intellectual property.

**8. Termination**

**i.) Termination on Notice.**

Either Party may terminate this Agreement for any reason on thirty (30) days' notice to the other Party.

**ii.) Termination for Material Breach.**

Each Party may terminate this Agreement with immediate effect by delivering notice of the termination to the other Party, if;

a) the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

b.) the failure, inaccuracy, or breach continues for a period of fourteen (14) days' after the injured Party delivers notice to the breaching Party reasonably detailing the breach.

**iii.) Termination for Insolvency.**

If either becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other Party may terminate this Agreement with immediate effect.

**9. Return or destruction of Data and property.**

On the expiration or termination of this Agreement, or on the Data Controller's request, the Data Processor will promptly:

1. return the Data and any other property, including confidential information, provided by the Data Controller;
2. destroy all copies it made of Data and any other property it has in its possession or control; and
3. if requested by the Data Controller, deliver to the Data Controller a certificate confirming the Data Processor's compliance with its obligation under this section.

**10. Indemnification**

**i.) Indemnification by the Data Processor.**

The Data Processor (as an indemnifying Party) will indemnify the Data Controller (as an indemnified Party) against all losses and expenses arising out of any proceedings:

a.)brought by either a third Party or the Data Controller, and

b.)arising out of the Data Processor's breach of its obligations under this Agreement.



ii.) **Mutual Indemnification.**

Each Party (as an indemnifying Party) will indemnify the other (as an indemnified Party) against all losses arising out of any proceeding:

a.) brought by either a third Party or an indemnified Party; and

b.) arising out of the indemnifying Party's willful misconduct or gross negligence.