

Terms and Conditions of the Meddy Care Service for Clinicians and Patients.

Meddy Care for Clinicians

General information

These terms of use ("Terms of Use") apply to the agreement between Tech4Care srl, based in Falconara Marittima (AN), via G. Marconi 31 (hereinafter "T4C") and the Clinician user who register a Meddy Care Account on the Website and / or mobile and tablet applications (collectively the "App"), as well as the Services (as defined below).

Pursuant to the provisions of art. 28 of the GDPR, this agreement also integrates the [Agreement on Data Processing](#) between T4C and the Clinician, as Data Controller and Data Processor for what is respectively their responsibility, that the Clinician user declares to accept together with these Terms and Conditions of the Meddy Care Service (see Section Agreement on the Processing of Personal Data).

Meddy Care is a web app that helps Clinicians and patients to book and schedule appointments, making it possible its carrying out and the telematic Clinician-patient communication (ie in so-called "remote" mode), in an easy, secure manner respectful of the data subjects' privacy.

The App cannot be used by users under the age of 14. For users aged between 14 and 18 years, it is specified that they may not use the App except with the prior permission of at least one of their parents or another person entitled to exercise the legal representation of the minor.

Description of the service

Through the App, registered Clinician users can perform the actions specified in the section "Creating User Profiles". Using the Meddy Care App, consultations between patients and authorised healthcare providers (such as medical specialists) can be fixed and scheduled and it can be performed through the App's integrated audio video or messaging functionalities.

In relation to health activity it is stated that T4C provides only an intermediary service between the user and the provider of health services and should therefore not be considered a provider of health services, nor otherwise a device or medical treatment. Therefore, the agreement between the user and T4C gives rise exclusively to a service

contract relating to the provision of a technical solution for the performance of services of close and exclusive competence of the attending Clinician (and his collaborators, if any). Therefore, the Company is not responsible for the nature or quality of data entered by the patients or by the Clinician in their account, nor for the health service provided. T4C operates exclusively as a provider of the Meddy Care service which allows intermediation between the health service provider and patients, and never acts as a "Service Provider". "User" means the person who intends to use the services provided through the App, after creating a personal account according to the terms of use. By registering an Account in the App, the user accepts the terms and conditions of use outlined above. The user declares to be aware of the risks associated with the provision of the health service in the absence of physical contact and the clinical gaze of the Clinician, the impossibility of providing a complete consultation and the impossibility of physically intervening in an emergency.

By downloading, installing or using the App, or using the Services in any way, the user confirms to have read and understood the content of these Terms of Use and accepts the terms and conditions.

Creation of patient profiles

The registered Clinician user accesses the App and related Services with a "Clinician" profile that allows him to perform the following actions:

User Profile	App Functionalities
Clinician	<ul style="list-style-type: none">• Creation/management of Patient profiles• Creation of visit calendar model• Booking of visits• Performing visit via video call• Post communications/notices to all the patients• Chat with the patients• Sending and receiving attachments to and from patients• Changing personal profile data• Creation of reports and their management / sharing with the patient• Management of patient requests for new prescriptions

The "Clinician" user can also activate or request the activation of other "Patient" profiles, characterized by the following features:

User Profile	App Functionalities
Patient	<ul style="list-style-type: none">• Booking of visits• Performing visit via video call• Read notices / communications from the Clinician• Chat with the Clinician• Sending and receiving attachments to and from Clinician• Sending requests for prescriptions• Changing personal profile data• Read the reports made by the Clinician

After the creation of an account by the Clinician User, a communication will be sent by email containing the instructions, terms and conditions, as well as the related privacy policy, to proceed with the enabling of the new account.

License

The Meddy Care App is granted to the User under license of use. The User is granted the temporary, non-exclusive and non-transferable right, for the duration of the agreement, to use the App in accordance with these Terms and Conditions. The user has the right to download and install a copy of the mobile app, or to access the service through the webapp, using, within the limits allowed, the features immediately and directly made available by the App. Should the application include or be provided with open source software elements, these elements are subject to the license conditions, identified in the relevant documentation. The rights on the open source software elements are owned by the respective holders, indicated therein.

Except as expressly provided, this agreement does not transfer any intellectual or industrial property rights on the contents conveyed through the app, including any trademarks, distinctive signs or other works or contents subject to copyright, which therefore remain the exclusive property of the respective right holders.

Technical requirements and updates

The web app is made available on the website: <https://meddycare.it/>

The desktop version of the Meddy Care App can be used on all desktop devices with supported operating system, which meet the minimum technical requirements specified by the provider. Such minimum technical requirements may change over time due to technological advances. The App may not work on all devices. The App can work as intended only if the current version of the minimum technical requirements is met and if all updates or new versions of the App published or offered by T4C are installed.

Obligations of the user

The user undertakes to use the service exclusively in compliance with and within the limits set out in this agreement and in compliance with current legal provisions. In particular, the user cannot:

1. create derivative works based on the source code of this application, violating the industrial rights of T4C;
2. use the application for purposes other than those indicated in these terms and conditions;
3. use the application to infringe the rights of third parties or engage in unlawful conduct;
4. duplicate or copy the app, with the sole exception related to the right to make a backup of your data, however excluded if T4C makes this option available; sell, assign, sublicense, distribute, transfer or make available the app or any copy of it in any form to third parties;
5. modify, adapt, alter, translate, decompile, disassemble or decode the program, except to the extent that such prohibition is not permitted by applicable law;
6. remove or alter the notes and indications relating to the rights claimed on the app.

The account and use of the Service shall be deemed to be strictly personal. Finally, the user undertakes not to use the information and data obtained through the service provided to provide any third-party service.

Users also agree to share and/or transmit via the App only content that they have already stored, protected or preserved by other means independent of the App. T4C will be responsible only for the loss of data in accordance with the provisions of these conditions and will not in any case cover the damage suffered by the User due to non-compliance with this obligation.

T4C is not responsible for performance or security problems encountered with the Service that arise from the Users' non-acceptance of the application of patches or updates necessary for the correct functioning and safety of the Service.

Users undertake to indemnify T4C from all claims that may be asserted by third parties against T4C due to or in connection with the use of the App (e.g. in case of use not in accordance with the intended purpose, the contract or illegal), including legal costs incurred for defense.

The Clinician User acknowledges and accepts that the intended use of the App may provide for the processing of personal data of particular categories pursuant to Art. 9 GDPR (c.d. "sensitive data") and therefore undertakes to comply with all applicable regulations, in particular, but not exclusively:

- To verify to have obtained or to obtain any consent necessary for the collection and processing of personal data by the interested parties in consideration of the activity carried out and in accordance with the applicable law;
- prevent unauthorized and unlawful access to content exchanged, stored or uploaded through the App. This includes, for example, the choice of secure passwords, their regular modification and their safe storage; the use of secure Internet connections; the use of technical protection devices on the devices used (e.g. screen locks).

The User also undertakes, if required by law, to sign and comply with the agreement on the processing of personal data pursuant to Art. 28 GDPR ("Data Processing Agreement" or "DPA").

The User acknowledges and accepts that the App has been conceived as a means to facilitate and manage the Clinician-patient relationship, as well as to allow easier and more direct communication between Clinician and patient in a safe way and must not be used for other illegitimate purposes.

Personal Data Processing

The data collected through the App will be processed in accordance with the App privacy policy.

Agreement on the Processing of Personal Data

Pursuant to the provisions of art. 28 of the GDPR, the Clinician, as Data Controller, as far as respectively competence, in relation to the processing of his patient's data through the Meddy Care Service may request, at any time, Tech4Care a signed copy of the Data Processing Agreement by forwarding this request to the following address: tech4caresrl@pec.it

User-Clinician Registration

These terms and conditions and adherence to them remain valid and effective until further notice and from the moment the user registers a Meddy Care account.

By registering, the User confirms his knowledge and acceptance of the content of these General Conditions, as well as that all registration data are true, accurate, current and complete, and that he will keep all registration information updated.

After successful registration, the registered User will be able to access the App by entering his username and the chosen password.

Termination of the contract and cancellation of the account

T4C reserves the right to terminate the contract, cancel or suspend the User's Account at any time and without notice, when:

- reasonably deems that the User is using the Account in violation of these Conditions;
- reasonably deems that a third party is using the Account without the User's consent;
- deems it reasonably necessary to cancel or suspend the Account for security or maintenance purposes;
- the Account has not been used for a consecutive period of 2 (TWO) years.

The User may cancel his Account at any time by accessing the appropriate area.

In case of cancellation, T4C will have to remove the cancelled account and all information stored about the user in a short time, in accordance with the Privacy Policy.

Force majeure

T4C will not be liable for the default of its obligations if these are due to events that are outside the control of T4C itself, including but not limited to epidemics, wars, floods, cataclysms and any other cause that the party does not have the ability to prevent by using normal diligence.

Should the cause of force majeure persist for a period exceeding six (6) months, the Parties may agree on any changes to be made to the contractual relationship or its termination.

Third Party Services and Materials

The App may allow access to third party services and websites (collectively and individually referred to as "Third Party Services"). Use of the App and Third-Party Services may require access to the Internet or access to third-party services. Some Third-Party Services may be

governed by different or additional terms, which the User must read and accept before using it.

Internet access and service fees

The App in its basic version is made available free of charge. The user is solely responsible for paying any other costs or expenses related to the use of the App, including any costs related to Internet access.

Transfer of the contract

The User accepts as of now that T4C may transfer these Terms and Conditions (even in the case of the transfer of a company or business unit), this acceptance being valid as prior consent to the transfer. This transfer, with the relative methods of execution, must be notified in advance to the User through the contacts he indicated; the User hereby undertakes to accept it.

The User is forbidden to transfer these Terms and Conditions.

In case of violation by the User of the prohibition of transfer, the transfer will be considered as not happened and therefore without effect in the relations with T4C, which will have the right to consider resolved these Terms and Conditions.

Warranty Disclaimer

To the extent permitted by applicable law, T4C does not provide any warranty for the app and related services. Unless otherwise stated in writing, T4C and/or other copyright holders on the app provide the app "as is" without warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The entire risk relating to the quality and performance of the app is borne by the user. In the event that the app proves to be defective, the user assumes, as of now, the cost of all necessary maintenance, repair or correction.

Limitation of liability

In no event, unless required by applicable law or agreed in writing, T4C, or any other party modifying and / or transmitting the app as permitted above, will be held liable to the user for damages, including general, special, incidental or indirect damages arising from the use or inability to use the app (including, but not limited to, loss of data or inaccurate data or losses incurred by the user or a third party or failure of the app with any other program), even if T4C or another party has been previously informed of the possibility of such damage.

Warranty Disclaimer and Limitation of Liability Interpretation

If the above exclusion of warranty and/or limitation of liability cannot be effective as expressed, the law that is closest to an absolute renunciation of any civil liability in relation to the App shall apply, unless a guarantee or assumption of liability accompanies the license of use of the App for a fee.

Intellectual property

It is understood that the intellectual property rights and all rights relating to the trademark, the company and the Meddy Care portal, as well as all the documents of the agreements used and / or provided by T4C on the App, such as, but not limited to, these terms and conditions of use, belong exclusively to T4C. Therefore, T4C reserves the exclusive right to use the above-mentioned material. All replicas, changes and /or other use of T4C material that has not been explicitly authorized in these Terms and Conditions or in T4C's instructions are strictly prohibited. The user confirms and agrees that the unauthorized use of T4C's intangible rights, in addition to violating the contract of the Terms and Conditions, constitutes a criminal act. T4C reserves the right to take legal action in the event of unauthorised use of T4C's intangible rights.

Any intangible rights arising from the provision of the Meddy Care App and / or other services to the user belong exclusively to T4C. This exclusivity includes the right to modify and transfer these rights.

Notifications

The User agrees to receive communications from T4C, or notifications related to the service and the App, including any alterations to these Terms of Use and the Privacy Policy, to the e-mail address entered during the account registration process.

Modifications

If it becomes necessary to update the App, the Services or these Terms and Conditions, appropriate measures will be taken to inform the User, consistent with the importance of the changes made. The access or the continued use of the App or Services after the updates take effect imply acceptance of the most updated version of the content of the Terms and Conditions of Use.

Partial Invalidity

If any provision of these Terms and Conditions is found to be invalid or ineffective, for any reason or to any extent, this invalidity or ineffectiveness will have no effect on, or render invalid or ineffective, the remaining provisions of these Terms and Conditions and the application of such provision will be made to the maximum extent permitted by law.

Applicable law and jurisdiction

These Terms and Conditions and any relationship between the Parties resulting therefrom are governed by Italian law.

The Parties shall endeavour by all means to reach an amicable settlement of any disputes arising between them resulting from the application of these Terms and Conditions. For any complaints or reports, please contact T4C at the following address: tech4caresrl@pec.it
If it is not possible to reach an amicable solution, for any dispute that may arise between the Parties, the Court of Ancona is elected exclusively.

Last update: 30 November 2021

Meddy Care for Patients

General Information

These terms of use ("Terms of Use") apply to the agreement between Tech4Care srl, based in Falconara Marittima (AN), via G. Marconi 31 (hereinafter "T4C") and the Patientuser who register a Meddy Care Account on the Web applications (collectively the "App"), as well as the Services (as defined below).

Meddy Care is a web app that helps Clinicians and patients to book and schedule appointments, making it possible its carrying out and the telematic Clinician-patient communication (ie in so-called "remote" mode), in an easy, secure and respectful manner of the data subjects' privacy.

The App cannot be used by users under the age of 14. For users aged between 14 and 18 years, it is specified that they may not use the App except with the prior permission of at least one of their parents or another person entitled to exercise the legal representation of the minor.

Description of the service

Through the App, users-patients, already otherwise and previously identified by the Clinician who addressed them to register on the portal of Meddy Care, can take advantage of the following features of the App:

- Booking of visits
- Performing visit via video call
- Read notices / communications from the Clinician
- Chat with the Clinician
- Sending and receiving attachments to and from Clinician
- Sending requests for prescriptions
- Changing personal profile data
- Read the reports made by the Clinician

It follows that through the use of the Meddy Care App, consultations can be carried out through the App's integrated audio, video or messaging functions.

T4C provides only an intermediary service between the user and the provider of health services and should therefore not be considered a provider of health services, nor otherwise a medical device or treatment. The agreement between the user and T4C therefore gives rise exclusively to a service contract relating to the provision of a technical solution. Therefore, the Company is not responsible for the nature or quality of the data entered by the patients in their account. T4C operates exclusively as a provider of the Meddy Care service which allows intermediation between the health service provider and patients. The person who intends to make use of the services provided through the App is the user who enters into an agreement with T4C by creating an account.

By registering an Account in the App, the user accepts the terms and conditions of use outlined above. The user declares to be aware of the risks associated with the provision of the health service in the absence of physical contact and the clinical gaze of the Clinician, the impossibility of providing a complete consultation and the impossibility of physically intervening in an emergency.

Using the App, or using the Services in any way, the user confirms to have read and understood the content of these Terms of Use and accepts the terms and conditions.

License

The Meddy Care App is granted to the User under license of use. The User is granted the temporary, non-exclusive and non-transferable right, for the duration of the agreement, to use the App in accordance with these Terms and Conditions. The user has the right to download and install a copy of the mobile app, or to access the service through the webapp, using, within the limits allowed, the features immediately and directly made available by the App. Should the application include or be provided with open-source software elements, these elements are

subject to the license conditions, identified in the relevant documentation. The rights on the open-source software elements are owned by the respective holders, indicated therein.

Except as expressly provided, this agreement does not transfer any intellectual or industrial property rights on the contents conveyed through the app, including any trademarks, distinctive signs or other works or contents subject to copyright, which therefore remain the exclusive property of the respective right holders.

Technical requirements and updates

The web app is made available on the website: <https://meddycare.it/>

The desktop version of the Meddy Care App can be used on all desktop devices with supported operating system, which meet the minimum technical requirements specified by the provider. Such minimum technical requirements may change over time due to technological advances. The App may not work on all devices. The App can work as intended only if the current version of the minimum technical requirements is met and if all updates or new versions of the App published or offered by T4C are installed.

Obligations of the user

The user undertakes to use the service exclusively in compliance with and within the limits set out in this agreement and in compliance with current legal provisions. In particular, the user cannot:

- create derivative works based on the source code of this application, violating the industrial rights of T4C;
- use the application for purposes other than those indicated in these terms and conditions;
- use the application to infringe the rights of third parties or engage in unlawful conduct;
- duplicate or copy the app, with the sole exception related to the right to make a backup of his data, however excluded if T4C makes this option available;
- sell, assign, sublicense, distribute, transfer or make available the app or any copy of it in any form to third parties;
- modify, adapt, alter, translate, decompile, disassemble or decode the program, except to the extent that such prohibition is not permitted by applicable law;
- remove or alter the notes and indications relating to the rights claimed on the app.

The account and use of the Service shall be deemed to be strictly personal.

Finally, the user undertakes not to use the information and data obtained through the service provided to provide any third party service.

Users also agree to share and/or transmit via the App only content that they have already stored, protected or preserved by other means independent of the App. T4C will be responsible only for the loss of data in accordance with the provisions of these conditions and will not in any case cover the damage suffered by the User due to non-compliance with this obligation.

T4C is not responsible for performance or security problems encountered with the Service that arise from the Users' non-acceptance of the application of patches or updates necessary for the correct functioning and safety of the Service.

Users undertake to indemnify T4C from all claims that may be asserted by third parties against T4C due to or in connection with the use of the App (e.g. in case of use not in accordance with the intended purpose, the contract or illegal), including legal costs incurred for defense.

The User acknowledges and accepts that the App has been conceived as a safe means to book and schedule appointments with medical Clinicians, as well as to make possible its carrying out and the telematic Clinician-patient communication (ie in so-called "remote" mode), in an easy, secure manner respectful of the privacy of the interested parties and must not be used for other non-legitimate purposes.

Personal Data Processing

The data collected through the App will be processed in accordance with the App privacy policy.

User-Patient Registration

By registering, the User confirms his knowledge and acceptance of the content of these General Conditions, as well as that all registration data are true, accurate, current and complete, and that he will keep all registration information updated.

These terms and conditions and adherence to them remain valid and effective until further notice and from the moment the user registers a Meddy Care account.

After successful registration, the registered User will be able to access the App by entering his username and the chosen password.

Termination of the contract and cancellation of the account

T4C reserves the right to terminate the contract, cancel or suspend the User's Account at any time and without notice, when:

- reasonably deems that the User is using the Account in violation of these Conditions;

- reasonably deems that a third party is using the Account without the User's consent;
- deems it reasonably necessary to cancel or suspend the Account for security or maintenance purposes;
- the Account has not been used for a consecutive period of 2 (TWO) years.

The User may cancel his Account at any time by accessing the appropriate area.

In case of cancellation, T4C will have to remove the cancelled account and all information stored about the user in a short time, in accordance with the Privacy Policy.

Force majeure

T4C will not be liable for the default of its obligations if these are due to events that are outside the control of T4C itself, including but not limited to epidemics, wars, floods, cataclysms and any other cause that the party does not have the ability to prevent by using normal diligence.

Should the cause of force majeure persist for a period exceeding six (6) months, the Parties may agree on any changes to be made to the contractual relationship or its termination.

Third Party Services and Materials

The App may allow access to third party services and websites (collectively and individually referred to as "Third Party Services"). Use of the App and Third Party Services may require access to the Internet or access to third-party services. Some Third Party Services may be governed by different or additional terms, which the User must read and accept before using it.

Internet access and service fees

The App is made available free of charge. The user is solely responsible for paying any other costs or expenses related to the use of the App, including any costs related to Internet access.

Transfer of the contract

The User accepts as of now that T4C may transfer these Terms and Conditions (even in the case of the transfer of a company or business unit), this acceptance being valid as prior consent to the transfer. This transfer, with the relative methods of execution, must be notified in advance to the User through the contacts he indicated; the User hereby undertakes to accept it.

The User is forbidden to transfer these Terms and Conditions.

In case of violation by the User of the prohibition of transfer, the transfer will be considered as not happened and therefore without effect in the relations with T4C, which will have the right to consider resolved these Terms and Conditions.

Warranty Disclaimer

To the extent permitted by applicable law, T4C does not provide any warranty for the app and related services. Unless otherwise stated in writing, T4C and/or other copyright holders on the app provide the app "as is" without warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The entire risk relating to the quality and performance of the app is borne by the user. In the event that the app proves to be defective, the user assumes, as of now, the cost of all necessary maintenance, repair or correction.

Limitation of liability

In no event, unless required by applicable law or agreed in writing, T4C, or any other party modifying and / or transmitting the app as permitted above, will be held liable to the user for damages, including general, special, incidental or indirect damages arising from the use or inability to use the app (including, but not limited to, loss of data or inaccurate data or losses incurred by the user or a third party or failure of the app with any other program), even if T4C or another party has been previously informed of the possibility of such damage.

Warranty Disclaimer and Limitation of Liability Interpretation

If the above exclusion of warranty and/or limitation of liability cannot be effective as expressed, the law that is closest to an absolute renunciation of any civil liability in relation to the App shall apply, unless a guarantee or assumption of liability accompanies the license of use of the App for a fee.

Intellectual property

It is understood that the intellectual property rights and all rights relating to the trademark, the company and the Meddy Care portal, as well as all the documents of the agreements used and / or provided by T4C on the App, such as, but not limited to, these terms and conditions of use, belong exclusively to T4C. Therefore, T4C reserves the exclusive right to use the above-mentioned material. All replicas, changes and /or other use of T4C material that has not been explicitly authorized in these Terms and Conditions or in T4C's instructions are strictly prohibited. The user confirms and agrees that the unauthorized use of T4C's intangible rights, in addition to violating

the contract of the Terms and Conditions, constitutes a criminal act. T4C reserves the right to take legal action in the event of unauthorised use of T4C's intangible rights.

Any intangible rights arising from the provision of the Meddy Care App and / or other services to the user belong exclusively to T4C. This exclusivity includes the right to modify and transfer these rights.

Notifications

The User agrees to receive communications from T4C, or notifications related to the service and the App, including any alterations to these Terms of Use and the Privacy Policy, to the e-mail address entered during the account registration process.

Modifications

If it becomes necessary to update the App, the Services or these Terms and Conditions, appropriate measures will be taken to inform the User, consistent with the importance of the changes made. The access or the continued use of the App or Services after the updates take effect imply acceptance of the most updated version of the content of the Terms and Conditions of Use.

Partial Invalidity

If any provision of these Terms and Conditions is found to be invalid or ineffective, for any reason or to any extent, this invalidity or ineffectiveness will have no effect on, or render invalid or ineffective, the remaining provisions of these Terms and Conditions and the application of such provision will be made to the maximum extent permitted by law.

Applicable law and jurisdiction

These Terms and Conditions and any relationship between the Parties resulting therefrom are governed by Italian law.

The Parties shall endeavour by all means to reach an amicable settlement of any disputes arising between them resulting from the application of these Terms and Conditions. For any complaints or reports, please contact T4C at the following address: tech4caresrl@pec.it

If it is not possible to reach an amicable solution, for any dispute that may arise between the Parties, the Court of Ancona is elected exclusively.