

TERMS AND CONDITIONS AND USER AGREEMENT

This document is a proposal to conclude an agreement under the conditions set forth below with any person who accepts (acknowledges) the terms of this public offer. The agreement is a licensing agreement (contract) for the use of the "Online Platform" and establishes the general terms of use of the Service and the provision of services by Performers to their Recipients using the "Online Platform". The person unequivocally accepts the terms of the Agreement by placing the corresponding mark on the registration page. The actual use of the "Online Platform" also constitutes the person's consent to and acceptance of the terms of this Agreement. The Agreement is considered a public offer in accordance with the current legislation of Ukraine (Articles 633, 634, 641, 642 of the Civil Code of Ukraine), and the terms of this Agreement are identical and mandatory for everyone, applying to all services provided through the Online platform and relations between all Users - Service Providers, Service Recipients, and the Owner of the Online platform.

1. BASIC TERMS AND DEFINITIONS

In this Agreement, the terms and definitions have the meanings specified below:

Online platform "Video Diagnoz" (hereinafter referred to as the "Online Platform") - a platform that includes a set of software and tools, data, payment processing, storage, and access to information located on the Internet portal with a unique web address: <https://videodiagnoz.com> and in mobile applications, to meet the Users' needs for Services.

"AGREEMENT" - this public contract, including all applications, changes, and additions to it that may be made to the Agreement after the User joins. Acceptance - the full and unconditional acceptance of the conditions of this Public Offer by the User through, in particular, the User's conclusive actions: registration (hereinafter - Registration) on the "Online Platform" of the Licensor, checking the User's consent to the terms of this Public Offer, using the Services, and the "Online Platform" itself.

ACTIVITY OF THE "ONLINE PLATFORM" - The "Online Platform" performs exclusively intermediary and informative activities that are not medical activities, does not provide medical consultations or any other medical services, and is not responsible for services provided within and outside the platform. The nature of the platform's activity is the development and provision of convenient tools for the functioning of the "Online Platform." For the use of these tools, the "Online Platform" receives payment from Users as determined by this Agreement.

"COMMON DATABASE" - the aggregate of data of all Users who have registered on the "Online Platform." The common database can be used for statistical reporting purposes without violating the confidentiality regime of User data.

"REQUEST" - User's request for the provision of a Service.

"SERVICES" - Any services provided by the Service Provider to their Recipient under the Agreement.

"INFORMATION SERVICES" - Services provided by the "Online Platform" to Users, including but not limited to: providing information about doctors, their qualifications, work schedules, the cost of medical services, electronic appointment scheduling, etc. The content and activities of the "Online Platform" in whole or in part are not considered medical services.

"USER" - a fully capable individual who voluntarily uses the "Online Platform" to meet their own needs or the needs of an incapacitated person they represent. Users include Service Recipients and Service Providers (Performers).

"SERVICE RECIPIENT" - A User who uses the "Online Platform" to obtain informational, advisory, and other online services provided by Performers and to pay for the services provided.

"PERFORMER" - A doctor of a specific specialization or another person who provides Services using the "Online Platform."

"HEALTHCARE FACILITY" (HCF) - A Performer that is a legal entity of any ownership form and organizational-legal form or its separate unit providing medical services to the population based on the appropriate license and professional activities of medical (pharmaceutical) workers and rehabilitation specialists.

"DOCTOR" - A medical professional with appropriate qualifications who, in accordance with the law, is engaged in maintaining or restoring human health through prevention (prophylaxis), recognition (diagnostics), and treatment of diseases and injuries, providing medical, informational, and other services to Patients using the Information Resource, and who works in a specific HCF or is registered as an individual entrepreneur and has obtained a license to engage in economic activities in medical practice.

"MEDICAL SERVICES" - Services directly or indirectly related to medical counseling and/or treatment of the Patient, provided by the Doctor using the "Online Platform" in the Telemedicine format in accordance with the legislation regulating the relations between the parties in this area, ensuring the preservation of medical confidentiality and confidentiality, the integrity of medical information about the Patient, and other information provided by the Patient to the Doctor. The "Online Platform" does not provide or transmit any medical or other information about the patient to the Service Recipient or the Performer.

ACCESS TO THE "ONLINE PLATFORM" - The user must have their "Gmail account" registered and authorized on the "Online Platform." Each time a service is provided or received, the user logs in using their Gmail account on the "Online Platform." All issues related to unauthorized access or any other unlawful activities related to the security and confidentiality of information on Users' Gmail accounts belong to Google and its Gmail service.

"DOCTOR'S PERSONAL CABINET" - An electronic interface for accessing the Online Platform, access to which the Service Provider performs using personal access identifiers (authorization through Gmail account). The Service Provider's personal cabinet contains their personal and professional data, biography, uploaded documents, access to an interactive meeting calendar, as well as data on consultations conducted and financial information regarding consultations. The Performer can independently make changes to information about their personal and professional data, upload their diplomas, view and adjust their work calendar, and financial information.

"PD" - Personal data of Users of the "Online Platform."

"TELEMEDICINE" - a complex of actions, technologies, measures, and online tools used by the Doctor to provide medical services using means of remote communication such as telephone, audio, video, or in the form of exchanging electronic messages and files, including the use of the video module of the Online Platform.

"TELEMEDICAL CONSULTATION" - the provision of medical services to the Service Recipient by the Doctor using Telemedicine. During the provision of Medical Services, including Telemedicine, compliance with the requirements of Ukrainian legislation on the protection of personal data and adherence to ethical and deontological norms of providing medical care are ensured. The responsibility for violations during the service provision lies with the Doctor.

"LEGISLATION" - the legislation of Ukraine in force at the time of User authentication and joining the Agreement.

"RIGHTS" - Exclusive property rights of intellectual property of the Owner regarding the "Online Platform."

"OBJECTS" - Objects of exclusive property rights of intellectual property of the Owner of the Online Platform, including, but not limited to: objects of copyright (software code, texts, images and photographs, digital software modules and libraries, functioning algorithms, video instructions), objects of industrial property (trademarks for goods and services, layouts, labels, design, logos, website names, domain addresses, etc.) contained, disclosed, to be disclosed, used in the Online Platform, and related to its functioning.

"OWNER OF THE INFORMATION RESOURCE - LICENSOR" - Individual entrepreneur, registered in accordance with the current legislation of Ukraine, the owner of the Rights to the Online Platform and all its objects, modules, and algorithms, acting independently and/or involving third parties and granting Users permission to use the "Online Platform."

The concepts and definitions listed in this section apply in the specified meanings, regardless of whether they are used in the singular or plural, written in uppercase or lowercase letters, unless the content of a specific article or paragraph of the Agreement explicitly provides otherwise. Other concepts and terms used in the Agreement have meanings based on commonly accepted interpretations or in accordance with the meanings established by the current legislation of Ukraine.

2. SUBJECT OF THE AGREEMENT

2.1. The Owner of the "Online Platform" grants the User a non-exclusive license (permission) to use the "Online Platform" for its functional purpose as an end user, and the User uses the "Online Platform" in accordance with the terms of the Agreement and pays the Owner for the use of the "Online Platform" in cases defined in the Agreement.

2.2. Scope of the Service Recipient's rights to use the "Online Platform." The Service Recipient is entitled to use the "Online Platform" within the limits permitted by the Owner of the "Online Platform," including:

2.2.1. Accessing the "Online Platform" using internet browsers or mobile applications;

2.2.2. Using the functionality of the "Online Platform" in compliance with the terms of the Agreement:

- Receiving services from Performers through the "Online Platform," including medical assistance using Telemedicine;

- Using other functionality and tools available to Service Recipients on the "Online Platform."

2.3. Scope of the Performer's rights to use the "Online Platform." The Performer is entitled to use the "Online Platform" within the limits permitted by the Owner of the "Online Platform," including:

2.3.1. Accessing the "Online Platform" using internet browsers or mobile applications;

2.3.2. Using the functionality of the "Online Platform" in compliance with the terms of the Agreement:

- Creating a personal cabinet for the Doctor, entering and modifying their data;
- Providing services to Service Recipients through the "Online Platform," including medical services using Telemedicine;
- Using other functionality marked as available to Performers on the "Online Platform."

3. SPECIAL DISCLAIMER REGARDING THE OPERATION OF THE "ONLINE PLATFORM"

3.1. The "Online Platform" is an intermediary platform between Performers and Service Recipients, designed to facilitate and ensure the provision of services by Performers with the consent and upon the request of the Service Recipient. The responsibility for the quality, efficiency, compliance, effectiveness, and cost of providing services lies solely with the Performers and Service Recipients who use the "Online Platform" at their own risk and discretion.

3.2. The Owner of the "Online Platform" does not provide any Medical Services, medical assistance, treatment, emergency, urgent medical assistance, or any services resulting in the provision of medical assistance and/or diagnostics to the Service Recipient or any third party. The Owner has no involvement and bears no responsibility for any services received by the Service Recipient from the Performer.

3.3. The Owner of the "Online Platform" is not responsible for the consequences caused by the provision of incomplete, inaccurate information by the User, or the disclosure of Users' confidential information to third parties (including providing their password, login), or posting information on the "Online Platform" without the appropriate rights.

3.4. The Owner of the "Online Platform" does not own and does not have access to personal information about Service Recipients, including but not limited to diagnoses, illnesses, the health condition of the Service Recipient, prescribed/recommended treatment, and any content of consultations provided using the tools of the Online Platform.

3.5. The "Online Platform" provides the opportunity to utilize and receive Medical Services in the form of Telemedicine, taking into account the technical capabilities of a specific Doctor, medical institution, or other Performer, within the framework of Ukrainian legislation.

3.6. The Owner of the "Online Platform" is not responsible for the consequences arising from differences between the rules of the healthcare system in Ukraine and healthcare systems in other countries. The Owner of the "Online Platform" is not liable if the "Online Platform" is used or accessed by Performers and/or Service Recipients in a country where it is illegal.

3.7. The Owner of the "Online Platform" reserves the right to change, amend the procedure for providing services on the "Online Platform," the list, and sequence of actions of Users regarding the use of the "Online Platform," etc. These changes and amendments are incorporated into the

Agreement, and Users are informed in advance by placing the relevant notification on the "Online Platform." The User's access to the "Online Platform" after the placement of such changes and amendments on the respective web page of the "Online Platform" indicates that the User agrees to the modified terms.

3.8. The User is responsible for accessing the data transmission network necessary for using the "Online Platform." When using the "Online Platform" via a wireless device, charges may be imposed by relevant communication service providers for sending SMS and transmitting data according to the tariffs of the mobile communication network, as well as charges for telecommunication services, communication services, etc.

3.9. The "Online Platform" is intended for use by individuals located on the territory of Ukraine and, provided Users comply with the relevant legislation, on the territory of other countries. The Owner of the "Online Platform" does not guarantee compliance of the "Online Platform" and the manner of its use with the legislation of other countries by Users who permanently or temporarily reside in countries other than Ukraine.

3.10. The Service Recipient is responsible for verifying the professionalism and competence of the doctor based on the information and documents (biography, diploma, license) placed in the Doctor's Personal Cabinet on the "Online Platform" and for validating their authenticity on public state resources and other relevant agencies and institutions.

3.11. Licensed and certified professionals (Performers) bear full professional and legal responsibility for consultations and advice provided within and outside the "Online Platform" in accordance with their licensing obligations, legislation, professional competence, and ethics.

3.12. Doctors are obliged to comply with the law and act within the framework of professional ethics according to their specialization. It is prohibited to use contacts obtained within the "Online Platform" for commercial or non-commercial activities outside the scope of the "Online Platform."

4. PROVISION OF ACCESS TO THE "ONLINE PLATFORM"

4.1. User registration is free, voluntary, and is carried out on the "Online Platform" at a specific address on the Internet or through mobile applications.

4.2. The right to use the "Online Platform" to receive services may be granted to individuals who have reached the age of 18 and have full legal capacity, agreeing to this Agreement, receiving corresponding services, and paying for them.

4.3. If the User is not a citizen of Ukraine, they understand that the Owner of the "Online Platform" provides access to the "Online Platform" to Doctors who have the necessary qualifications in accordance with the current legislation of Ukraine. The Owner of the "Online Platform" may refuse access to the "Online Platform" if there are doubts about the qualifications of a particular specialist, including a foreign one.

4.4. The Service Recipient may use the "Online Platform" and receive Services on behalf of individuals for whom they are a legal representative (one of the parents of a minor/incompetent person, guardian, custodian). In such a case, the Service Recipient guarantees, during the use of the "Online Platform," including the registration of such individuals, that they have all the rights as a legal representative, including the right to provide, enter, disseminate personal information about these individuals, and bears legal responsibility for such actions in accordance with applicable law. The Owner of the "Online Platform" is not responsible for any consequences in

case of illegal provision/dissemination/disclosure of such information by individuals who did not have the right to such actions.

4.5. The Owner of the "Online Platform" authorizes the Performer and provides access to the "Online Platform" only if there are documents confirming the possession of the relevant qualifications. To verify the qualification of the Doctor, the Owner of the "Online Platform" during the registration/authorization of the Doctor has the right to request copies of diplomas, certificates, and any other documents from the Doctor. The Owner of the "Online Platform" has the right to verify the validity of the documents provided by the Doctor during registration/authorization. The Owner of the "Online Platform" has the right to verify the qualification of the Doctor throughout the entire period of using the "Online Platform." The Owner of the "Online Platform" has the right to block access to the "Online Platform" for any Performer at any time, without warning, in case of doubts about the authenticity and/or sufficiency of evidence regarding the education and qualifications of any Performer. The Owner of the "Online Platform" is not obligated but has the right to request information from the Performer regarding their legal status (the presence of employment relationships between the Doctor and medical institutions, the status of an individual entrepreneur, the presence of a license, certificates, etc.).

4.6. The Owner of the "Online Platform" has the right at any time, without warning and without explaining such actions, to revoke the license (access) to use the "Online Platform" by the User and deactivate any user identification code or access provided to the User for the "Online Platform" if the Owner of the "Online Platform" has any doubts or is convinced that the User violates the terms of the Agreement or uses the "Online Platform" in violation of the law and the Agreement.

4.7. The User is responsible for the accuracy, timeliness, and completeness of the information provided during authorization, as well as its compliance with the Legislation and respect for the rights of third parties when providing such information. In the event of the User entering inaccurate data, the Owner of the "Online Platform" is not responsible for the consequences of such actions and for the functioning of the "Online Platform," except for obligations related to the confidentiality of personal data.

4.8. The Owner of the "Online Platform" is not authorized to verify or modify information (including its accuracy) entered by Users during registration and use of the "Online Platform."

4.9. The "Online Platform" operates on the principle that responsibility for forged documents lies with the person who forged them and/or knowingly used forged documents.

4.10. If the information posted by the User on the "Online Platform" does not meet the requirements of the established form placed on the "Online Platform," these rules, or the provisions of the Legislation, the Owner of the "Online Platform" has the right to deny access to the "Online Platform" to such User at any time.

4.11. By adding personal data on behalf of another person, the User confirms, guarantees, and agrees that they are responsible for ensuring that the User has the right to provide/distribute this data, including by placing it on the "Online Platform," and that the provided data is truthful, legal, accurate, and up-to-date.

4.12. The User independently bears responsibility for maintaining passwords and the use of the User's account by third parties, due to the fault of the User (in case of loss or disclosure of the User's password, hacking access by the User's hardware or Internet provider). In the event of unauthorized use of the User's account on the "Online Platform" by third parties, due to the User's

fault, the User independently bears full responsibility for the damage caused by such unauthorized use to third parties.

4.13. If the User knows or suspects that their identification data for accessing the Information Resource (login and/or password) are known to any third party, the User must immediately notify the technical support services of the "Online Platform" by sending a relevant message to the official email address of the "Online Platform": admin_videodiagnoz@gmail.com.

4.14. By registering on the "Online Platform" (creating an account), the User agrees to receive text messages (SMS) and emails, which are an integral part of the "Online Platform" usage process. The User may opt-out of receiving SMS and/or emails from the Owner of the "Online Platform" at any time by sending an email to the official email address of the Information Resource: admin_videodiagnoz@gmail.com. In this case, the User acknowledges that the refusal to receive SMS and/or emails may result in denial of access to the "Online Platform."

4.15. Authorization on the platform is done using the Google algorithm and Gmail account. The User must familiarize themselves with the terms of use on Google product sites. The platform may use data provided by Google Analytics in the process of customer interaction with the platform.

5. PROVISION OF SERVICES

5.1. Patients receive services provided by Executors through the "Online Platform."

5.2. Services include Medical Services, Information Services, and any other services. The services are provided at a price and under conditions determined by the Executor, in accordance with the provisions of the Agreement.

5.3. To provide services, Executors create their profile on the "Online Platform" and fill in all necessary information, including but not limited to: photos, education, professional biography, and experience.

5.4. Upon opening their profile, the Executor unequivocally agrees to this Agreement and its terms and additionally completes a questionnaire in accordance with the procedure proposed by the "Online Platform" to confirm their professional qualities and competence.

5.5. The "Online Platform" and other Users reserve the right to verify the authenticity of the provided information at any time. Providing false information is a violation by the Executor and entails liability as prescribed by the current legislation of Ukraine.

5.6. After providing all necessary information, documents, and completing the entire authorization process on the "Online Platform," the administrator of the "Online Platform" agrees to register the personal cabinet of the Doctor-Executor on the "Online Platform" and grants the Executor access to the platform tools as a consultant and service provider.

5.7. The "Online Platform" reserves the right to verify the completeness and accuracy of compliance by the Executor with the rules of this "Online Platform" by the "mystery shopper" method, which involves ordering and receiving the service from the Executor by an authorized representative of the "Online Platform" acting as an ordinary service recipient.

5.8. In order to receive the service, the Recipient forms and submits a Request according to the established form. During the formation of the Request:

5.4. The Request must be registered on the "Online Platform" in the relevant section/category or in the section of the specified Executor (if such Executor is determined by the service recipient in the Request).

5.5. After registering the Request, it is forwarded to the individually identified Executor specified in the request or to the Executor according to the category of the Request, the necessary specialization of the Executor specified in the Request.

5.6. Medical services must be provided exclusively by Doctors who have the appropriate qualifications, are registered as business entities, have obtained a license to carry out economic activities in medical practice, or are officially employed by a healthcare institution that has a license for medical practice.

5.7. Medical services are provided using the tools of the "Online Platform," including in the form of Telemedicine.

5.8. Medical services are provided in a form facilitated by the technical means of the Executor (hardware and software used by the Doctor) and the Service Recipient.

5.9. The Executor, within legal powers, during the use of the "Online Platform," may provide a prescription from the Doctor to the Service Recipient, including an electronic prescription.

5.10. The Owner of the "Online Platform" is not responsible for:

- the consequences of the Service Recipient's implementation or improper implementation of the Executor's recommendations, including the intake of medications, undergoing medical procedures, tests, and the execution of any other instructions or recommendations from the Doctors provided by the Service Recipient through the use of the "Online Platform";
- the consequences of the Service Recipient's intake of prescribed medications, as prescribed in the prescription by the Executor through the use of the "Online Platform";
- the compliance of medicines, for which the Service Recipient has decided to take, as prescribed in the Doctor's prescription obtained by the Service Recipient through the use of the Executor of the "Online Platform";
- any information provided by the Executor through the "Online Platform" regarding the characteristics of drugs, ways of their possible acquisition, and/or specific pharmacies or any other individuals associated with services for the provision/purchase of medications prescribed to the Service Recipient.

5.11. Informational services and any other services can be provided by both Doctors and other Executors in accordance with the requirements defined by the current legislation of Ukraine for each type of such services.

5.12. Information services are provided solely for the purpose of providing the Service Recipient with information necessary for organizing the process of medical service and obtaining medical services.

5.13. Following the provision of services, the Executor is responsible for maintaining records of the Service Recipients to whom the Executor has provided services and preserving information about each of them in accordance with medical protocols using their own analog or digital tools. The Online Platform does not have access to this information and does not store it. The responsibility for preserving this information lies solely with the Service Provider. The Service Provider is obliged

to adhere to the rules regarding medical confidentiality and the preservation of private medical and personal data of the Service Recipients.

6. USE OF THE "ONLINE PLATFORM."

6.1. The owner of the "Online Platform" makes every effort to avoid interruptions in operation or unavailability of the "Online Platform." However, the owner does not guarantee that the platform or any information posted on it will always be available, and communication will be uninterrupted. Access to the "Online Platform" within a single session (one initiation of the service; entry into the doctor's personal cabinet) is temporarily allowed to the user (for the period of direct use of the "Online Platform," including additional time determined by the owner).

6.2. The user is responsible for properly performing all actions necessary for successful access to the "Online Platform," the information about which is posted on the information resource.

6.3. Any information, including medical information, displayed by Executors for visual inspection on the "Online Platform," is of a general informational nature, and the owner of the "Online Platform" is not responsible for its content.

6.4. The effectiveness statistics, feedback, and ratings of users regarding the provided services and the use of the information resource on the "Online Platform" are based on internal and/or external surveys and may (not) be fully or partially displayed at the discretion of the owner of the "Online Platform."

6.5. By using the "Online Platform," the user confirms that any information provided by them is correct, accurate, and truthful, does not mislead, and the user has the right to provide, distribute, and place it on the "Online Platform."

6.6. The owner of the "Online Platform" provides users with access to the platform for the purpose of providing/receiving services for their own consumption or in the interests of incapacitated/limited-capacity individuals they represent. Users are obligated not to use the "Online Platform" for any commercial purposes unrelated to the provision/receipt of services, using the "Online Platform" as an end user.

6.7. The owner of the "Online Platform" does not guarantee the user that the use of the "Online Platform" will achieve any specific goals or results.

6.8. By using the "Online Platform," users undertake not to engage in the distribution of medicines, dietary supplements, narcotics and psychotropic drugs, tobacco products, alcohol, and not to engage in any illegal activities, including but not limited to terrorism and terrorism financing, manufacturing/distribution of counterfeit products without a proper license from the original manufacturer, etc.

6.9. The owner of the "Online Platform" does not guarantee the user that the "Online Platform" will be free from errors, viruses, or external attacks or their consequences.

6.10. The user is fully responsible for configuring their own equipment and computer programs to access the "Online Platform." The user must use their own protection against viruses.

6.11. By using the "Online Platform," the user guarantees and confirms that they will not take actions for the intentional introduction and/or dissemination of any viruses, trojans, logic bombs, and other materials and programs that are harmful or technologically harmful, posing a threat to the proper operation of the "Online Platform." The user agrees not to take actions to gain

unauthorized access to the "Online Platform," to equipment, databases, and programs that ensure the functioning of the "Online Platform" or its elements. The user agrees not to engage in any actions aimed at using a computer attack to access the "Online Platform" in connection with a denial of service or attack. Violating this provision, the user acknowledges committing a crime, the responsibility for which is provided by the Criminal Code of Ukraine. The owner of the "Online Platform" has the right to report any such cases to the relevant law enforcement authorities of Ukraine. The user consents to the fact that the "Online Platform" has the right to provide law enforcement authorities with access to user data in the manner and procedure provided by law under the current legislation of Ukraine. In case the owner of the "Online Platform" has reasonable suspicions of the user violating the terms of the Agreement and/or current legislation of Ukraine, or in case of detecting such violations, the owner of the "Online Platform" immediately terminates the user's access to the "Online Platform."

6.12. The user has the right to refer to the web pages of the "Online Platform" provided that the user provides correct data and such actions do not violate the legislation and do not harm the reputation of the "Online Platform."

6.13. The user has no right to distribute links (copy, duplicate, create pirate clones) to the web pages of the "Online Platform" in a way that creates any form of association or approval with the "Online Platform."

6.14. If the user intends to use any information posted on the "Online Platform," the rights to which belong to the owner of the "Online Platform," such user is obligated, before using such information, to obtain the relevant permission from the owner of the "Online Platform" by sending their request for the use of information to the official email address: admin_videodiagnoz@gmail.com.

6.15. The user is responsible for complying with the terms of the Agreement and undertakes to compensate for any damages (both direct and indirect, lost profits) incurred by the owner of the "Online Platform" due to the user's violation of the provisions of the Agreement, in the manner and amount determined in the respective written claim of the owner of the "Online Platform."

6.16. The owner of the "Online Platform" accepts all feedback, complaints, suggestions, and the user can contact the owner of the "Online Platform" by sending their request to the official email address: admin_videodiagnoz@gmail.com.

6.17. In case of receiving a complaint from the user regarding the operation of the "Online Platform," the owner of the "Online Platform" is obliged to respond in writing to the received complaint and take necessary actions for the prompt resolution of the problem through negotiations and clarification of misunderstandings.

6.18. In case the user intends to file a complaint, they must do so as soon as possible but no later than within 3 (three) days from the moment when the user learned or could learn about the problem.

6.19. The user submits a complaint in writing to the official email address: admin_videodiagnoz@gmail.com. The complaint must contain the full name, first name, patronymic, date of birth, postal address of the user, a statement of the circumstances of the problem, the user's arguments, and, if possible, the solution proposed by the user.

6.20. In case of filing a complaint on behalf of another person, the user must also attach a copy of the document confirming their authorization for such actions.

6.21. The owner of the "Online Platform" considers the complaint within 30 calendar days from the date of receipt. During the review of this complaint, the owner of the "Online Platform" conducts a detailed and thorough analysis of the factual circumstances.

6.22. No later than the specified period, the owner of the "Online Platform" sends the user a letter (by the method through which the complaint was received or in another suitable way), specifying the result of the complaint review.

7. PRIVACY POLICY AND INFORMATION PROTECTION

7.1. User's personal data and other information of the "Online Platform" are stored on equipment (servers) with a comprehensive information protection system and confirmed compliance.

7.2. The user grants the owner of the "Online Platform" the right to collect, store, process, and distribute personal data, statistics of phone and video calls, and other data transmitted/received by the user through the use of the "Online Platform."

7.3. The "Online Platform" does not store or transmit users' payment card data. Information about users' payment details is entered on a secure page that complies with information security standards and ensures complete security of user data.

7.4. The user fully understands that all voluntarily provided information about them on the "Online Platform" is personal data, i.e., data used to identify the user and communicate with them. The user, during registration, agrees to this Agreement and agrees that personal data is stored in the database of the "Online Platform" and is subject to use exclusively in accordance with this Agreement and current legislation. The user's personal data is protected by the Law of Ukraine "On Personal Data Protection."

7.5. The user consents to the processing of their personal data, including any actions such as collection, registration, accumulation, storage, adaptation, alteration, restoration, use, and dissemination (distribution, implementation, transfer), depersonalization, destruction of personal data, including using information (automated) systems. The processing of personal data includes any actions and/or a set of actions related to the collection, registration, accumulation, storage, adaptation, modification, updating, use, and deletion of the user's personal data to ensure the operation of the services of the "Online Platform."

7.6. The scope of the user's personal data, which may be included in personal databases, is determined as any information about the user placed in their account on the "Online Platform."

7.7. The user also consents to other actions that the owner of the "Online Platform" may perform with their personal data in written (paper), electronic, and other forms.

7.8. The platform has no access to video, audio, or written consultations conducted within the platform. The data flow and file exchange within the platform are not stored on physical or virtual media. Links to participate in video consultations are unique, one-time, and limited in reserved time, addressed exclusively to the two participants. Participants do not have the right to share their unique links with other individuals for security reasons. The platform is not responsible for potential privacy breaches resulting from the loss of these unique links. For the security of personal data, users are prohibited from recording or disseminating video or audio recordings of consultations conducted on the "Online Platform" when using the platform.

8. PAYMENTS BETWEEN PERFORMERS AND SERVICE RECIPIENTS

8.1. The service recipient makes payments to the performer for the services provided through the "Online Platform." Transactions are conducted through the independent payment system Stripe. The terms of use of the Stripe payment system can be found on their official website at the official address: <https://stripe.com>.

8.2. The "Online Platform" accepts funds from service recipients and transfers these funds (minus the platform usage fee) to the performer. Information about the cost of services is indicated on the Online Platform and may be changed at any time before the user makes a payment.

8.3. The service recipient has the opportunity to pay for the selected service at the specified cost after authorization on the platform, selecting a performer, and choosing an available consultation time. The payment system accepts credit and debit cards Visa, Mastercard, American Express, Discovery, GPay, ApplePay PayPal. After a successful payment, the consultation is considered reserved. A payment receipt and instructions on accessing the consultation are sent to the user's specified email address during authorization.

8.4. At the moment of successful reservation, the service performer also receives an instruction on their email address provided during their authorization on the "Online Platform" and is obligated to conduct the consultation at the scheduled time. As a result of the consultation within 7 days, the performer is credited with funds, minus the fee for using the "Online Platform." The commission of the "Online Platform" is percentage of the service fee paid by the service recipient. In case the consultation is not conducted due to the performer's fault, the "Online Platform" does not pay for this consultation and refunds the funds to the service recipient using the same payment details from which the service was previously paid. The "Online Platform" also reserves the right to terminate the participation of this service performer on the "Online Platform."

8.5. The service recipient has the right to reschedule the reservation for the consultation. To do this, the user must contact the administrator of the "Online Platform" in writing at the official email address: admin_videodiagnoz@gmail.com.

8.6. The service performer has the right to reschedule the consultation by informing the administrator of the "Online Platform" at the official email address: admin_videodiagnoz@gmail.com no later than 24 hours before the scheduled consultation. In such a case, the administrator of the "Online Platform" offers the service recipient to choose another consultation time set by the performer in their profile or to refund the funds paid for the service.

8.7. The owner of the "Online Platform" is not responsible for the content and resolution of any disputes that may arise between the performer and the patient regarding payment and the quality of services.

8.8. Any disputes that may arise between performers and service recipients must be resolved directly between them without involving the owner of the "Online Platform" at any stage of the process and at any stage of the dispute, regardless of the use of the "Online Platform" in resolving such disputes.

8.9. The owner of the "Online Platform" is not a tax agent for the performer. The owner of the "Online Platform" does not take any actions regarding the calculation, withholding from the

income accruing (paid, provided) to the performer, and regarding the transfer of taxes on behalf and at the expense of the performer to the budget of any level and any funds.

8.10. Users acknowledge, confirm, and agree that the owner of the "Online Platform" is not responsible if the issuer of the service recipient's payment card refuses to authorize (execute) the payment for any reason. If such payment is not allowed, the service recipient does not have the right to use the corresponding function of the "Online Platform" for which a fee is charged or to receive the corresponding service. The issuer of the user's card may charge them a fee for processing an online payment. The owner of the "Online Platform" is not responsible for these fees, their presence, and amount.

8.11. Users are solely responsible for familiarizing themselves with the terms of service of the payment system, the issuer of the bank card, and other entities providing money transfer services, and for complying with the relevant conditions. The owner of the "Online Platform" is not responsible for the functioning of the payment system, funds transfers made using it, or the confidentiality of data provided by users when using the payment system. Currency conversion rates will apply as per banking institution guidelines.

8.12. Users, during any transactions using payment cards, are obliged, at the request of the payment system, to provide their personal data in accordance with the current legislation of Ukraine and the resolutions of the National Bank of Ukraine.

8.13. Performers bear personal responsibility for compliance with the norms of tax legislation regarding the income received when providing services.

9. RIGHTS

9.1. All rights to any objects related to the "Online Platform" belong exclusively to the owner of the "Online Platform."

9.2. Users undertake not to violate the rights of the owner of the "Online Platform" and immediately notify the owner of the "Online Platform" by any possible means of any violations of rights, including but not limited to such violations as unauthorized use of objects of the "Online Platform," copying objects of the "Online Platform," etc.

9.3. None of the terms of the Agreement should be interpreted as a transfer of any rights or part of the rights to the "Online Platform" to any user or other person, regardless of whether such a person is registered on the "Online Platform" or not, except as required by the terms of the Agreement.

9.4. The user or any individual or legal entity does not have the right to modify, reproduce, copy, or otherwise use the objects or their parts of the "Online Platform." Any unauthorized use of the objects of the "Online Platform" entails consequences provided for by applicable legislation. In the event of actions specified in this clause, the user undertakes to compensate for all direct/indirect damages to the owner of the "Online Platform" in the amount and within the time frame specified in the respective written demand of the owner of the "Online Platform."

9.5. The obligations established in this article of the Agreement regarding compliance with the rights of the owner of the "Online Platform" apply both during the term of the Agreement and for five years after its termination.

10. CHANGES TO THE AGREEMENT

10.1. The owner of the "Online Platform" reserves the right to review and change the terms of the Agreement.

10.2. In case of changes to the terms of the Agreement, the owner of the "Online Platform" informs users about such changes and updates to the Agreement during users' access to the "Online Platform." Further use of the "Online Platform" will be considered acceptance of such revised terms, and the user is responsible for complying with these terms while using the "Online Platform." The user's access to the "Online Platform" after notification of changes to the Agreement is evidence that the user agrees to the modified terms.

10.3. Changes to the Agreement come into effect from the moment of their publication on the "Online Platform" website at <https://videodiagnoz.com/terms> and from the moment of the user's acceptance of the modified terms, which is confirmed by their use of the "Online Platform."

10.4. The owner of the "Online Platform" unilaterally has the right to introduce certain promotions that may partially and temporarily change the terms of the Agreement. The owner of the "Online Platform" notifies all users of such promotions in a publicly available manner, by placing a relevant message on the starting (home) page of the "Online Platform" and/or by placing a message about the promotion and its conditions in the user's personal account.

11. FINAL PROVISIONS

11.1. The Agreement takes effect from the day of its public placement on the "Online Platform" website at <https://videodiagnoz.com/terms> and adherence to its terms by the user through the user's registration on the "Online Platform," indicating full acceptance of the terms of the Agreement. The Agreement, concluded by accepting a public offer in the specified manner, has the legal force of a contract executed with signatures of the parties, and the parties bear the rights and obligations provided by it.

11.2. By entering into the Agreement, the user affirms that they unequivocally accept all the terms of the Agreement without objection. By registering on the "Online Platform," the user agrees to receive service notifications, changes in the terms of using the "Online Platform," and its updates via email and/or text messages on the "Online Platform," which will contain important information about the services or the "Online Platform."

11.3. The Agreement remains in effect until the parties fulfill their obligations under the Agreement and may be terminated by disconnecting the User from the "Online Platform":

- at the initiative of the User by sending a relevant letter to the official email address of the "Online Platform": admin_videodiagnoz@gmail.com;
- at the initiative of the owner of the "Online Platform" in case of the User's violation of the Agreement's terms and after the expiration of a three-year period from the User's last use of the "Online Platform."

11.4. All disputes arising between the parties regarding the conclusion, execution, or termination of the Agreement are subject to consideration by the court in accordance with the current legislation of Ukraine.

11.5. If the "Online Platform" contains links to other websites, services, and resources provided by third parties, these links are provided on the "Online Platform" solely for information purposes. The owner of the "Online Platform" does not control and/or verify the content of these websites

or resources, and the owner of the "Online Platform" is not responsible for the use and consequences of using such websites, services, or resources by Users.

11.6. The User cannot transfer any of their rights or obligations under the Agreement to third parties.

11.7. All notices to the owner of the "Online Platform" must be provided by the User in writing to the official email address specified in the Agreement. The owner of the "Online Platform" may send notices to the User at the email or postal address specified by the User during registration on the "Online Platform."

11.8. If any provision of the Agreement is deemed invalid, all other provisions remain unchanged and valid.

11.6. Users can address any questions regarding the Agreement or the use of the "Online Platform" by sending an email to the official email address admin_videodiagnoz@gmail.com.