

**GENERAL TERMS AND CONDITIONS OF USE OF THE APPLICATION AND SERVICE UNDER THE TRADE
NAME DOCTOR NEXT 2ME**

I. IN GENERAL

The following General Terms and Conditions of Use of the Application and Service (hereinafter referred to as the «**General Terms of Use**» or «**General Terms**») have been established by the Private Company under the name DOCTOR NEXT TO ME PRIVATE COMPANY (**PC**) (i.e. in Greek “DOCTOR NEXT TO ME IDIOTIKI KEFALAIΟΥCHIKI ETAIRIA **IKΕ**”) which has its corporate seat in Athens, Greece (Zografou region) at 45, Galini Street, Postal Code 15772 and which is holder of the Tax Registration Number (AFM) No 800869936, of the Public Fiscal Authority (DOY) Athens IB, with the following contact details: Tel. No +30 212 1042659, email: info@dn2me.com (hereinafter referred to as "**DN2ME**" or the "**Company**" or "**us**" or "**our**"), which operates and manages the Mobile application under the trade brand name Doctor Next 2 Me (hereafter referred to as the "**Application**") which is available for downloading to compatible electronic devices from various App stores specified from time to time by the Company.

The following General Terms and Conditions of Use of the Application and the Service (hereinafter referred to as the "General Terms" or the "General Terms"), as applicable each time, set forth the terms and conditions under which the Company provides the Service and constitute the legally binding terms and conditions between the Company and those who download the Application and gain access to and / or use of the Service.

By downloading the Application and accessing and navigating the Platform and / or your subscription and / or use of the DN2ME Service, in any capacity, you hereby acknowledge that you have read, understood and unconditionally accepted these Terms (including these Terms and Conditions) Privacy Policy and Acceptable Use Policy).

By accessing and navigating the Platform and / or by registering as a Member and / or by using the DN2ME Service, you warrant and acknowledge that you reviewed, understood and accept these General Terms (including the Personal Data Protection Policy and the Acceptable Use Policy) unconditionally and without any prejudice and that you are bound by them.

In case the User disagrees with any term and / or all of them, he / she should not use any of the DN2ME services provided through the Application and the Platform and should not to register to the Platform nor use the Service. By downloading, installing or using the Application, and / or by registering as a Member to the Platform or using the Service, the User indicates that he/she unconditionally accepts these General Terms and that he/she agrees to abide

by them, while whenever the User enters the Platform and makes use of the Service, re-affirms his/her agreement with DN2ME under these specific General Terms.

Our Company reserves the right to amend, modify, renew, delete, add or restrict unilaterally (a) these Terms of Use in whole or in part; (b) its Policies; (c) the Service; (d) the Technical Specifications of the Application (hereinafter referred to as the "**Changes**") in its sole discretion and / or when any amendment, as above, is required by law, possibly without your prior notice or consent, nevertheless within the context of the business ethics and limits set forth by law. The Company undertakes the obligation to notify any changes that took place, in accordance with the above mentioned, through the Website or by a prominent notice when the Users enter the Platform. Any changes will be effective from the date of their posting. It is clarified that any change to these Terms of Use does not cover Inquiries or other transactions and uses of the Platform and the Service which the Users have already made before the entry into force of the Changes, in accordance with the above and which have been accepted by our Company. However, in case the Users wish to be provided with any clarification or information regarding the Changes, or in case they have any dispute, reservation or enquiry related to these changes, prior to any action made by them on the Platform, they should contact the Customer Service Department of our Company at the following e-mail address: contact@dn2me.com. **Any action, use or transaction made by the Users on the Platform, including the use of the Service itself, following the Changes, in accordance with the above mentioned, is considered to be an unconditional acceptance thereof.**

It should be noted that any information / clarification granted by our Customer Service Department regarding the Terms of Use does not constitute a replacement, substitution or any modification of these Terms of Use, as they are provided solely for the purpose of assisting the Users whilst the Terms Use constitute our sole and exclusive agreement.

The Company reserves the right at any time, without providing any justification and without prior notice to the User, to cancel, suspend or terminate the operation of the Service, to revoke or customize the Application, or certain features of the Platform and the Service. The Users are solely and exclusively responsible and liable with regard to the use of the Application and the Service by the Users and any other transaction of theirs through the Application. Users and Members acknowledge and understand that they must comply with the Terms of Use of the provider which co-operating with their device (referred to hereinafter as the "**Provider's Terms of Use**"). The Provider's Terms of Use are considered to be incorporated herein. The Users are solely and exclusively responsible and liable as far as the obligation to determine the Provider's Terms of Use applicable to their Device is concerned.

The use of the Application and the Service by the Users and any exchange via the App occurs solely with your responsibility.

You recognise and understand that you will need to follow the Terms of Use of the provider you collaborate with (Provider's Terms of Use).

BY ACCEPTING THESE TERMS IN ACCORDANCE WITH THE ABOVEMENTIONED THE USERS (AS WELL AS THE AUTHORISED USERS) EXPRESSLY AND UNCONDITIONALLY DECLARE THAT THEY HAVE THE LAWFUL AGE WHICH ALLOWS THEM THE BINDING TO THESE GENERAL TERMS WITH CONNECTION TO THE USE OF THE APPLICATION AND THE SERVICE AND THAT THEY ACT LAWFULLY AND HAVE OBTAINED ALL THE NECESSARY APPROVALS AND LICENSES FOR THEIR REGISTRATION IN THE PLATFORM AND THE USE OF THE SERVICE.

By registering and using the Service, Members-Users agree that any claim of theirs against any third party or/and any Member / User with regard to any actions and / or omissions is limited to those persons and no liability is attributed to DN2ME for the actions / omissions of the said persons.

II. SERVICE TERMS OF USE

A. CITIZEN/PATIENT

1. User's Registration and Account

Doctor Next to me is the service that connects you (hereinafter the **"Citizens"**, or **"Patients"** or **"Users"** or **"you"**, **"yours"**) who might have some medical symptoms or might generally require medical advice/support and you seek access to the provision of remote consultative medical services and mental health services (Health Services) with volunteer doctors of various specialities and healthcare professionals (hereinafter referred to as **"Doctors"** or **"Healthcare Professionals"** or **"Healthcare Entities"** via video calls of a maximum duration of 10 minutes in total per call.

The platform does not offer telemedicine services or any kind of medical services from a distance and it does not replace, under any circumstances, the clinical examination or pharmaceutical care that might be required due to the patient's condition. Medical services are offered with the sole purpose of informing citizens/patients on matters of concern in relation to health and in accordance with the directions that healthcare professionals receive from the state and their affiliate Medical Association. If the patient would like to book an appointment with the doctor they will need

to get in touch with them outside the Platform and DN2ME has no responsibility in relation to the appointment and any medical services offered by the doctor in this context.

The registration of the Patients, Health Care Professionals to the Platform by creating an Account, is a prerequisite for the use of the Service per Inquiry. Once the use of Service per Inquiry ends, the Patient has the option of deleting his Account.

Registration and membership are free of charge, personalised, non-transferable and non-assignable. The Users are liable for the accuracy, veracity and update of their data which they provide to the Platform and to the Healthcare Professional and the Company takes into account solely their statements regarding the data and information they provide to it. The personal data that Users provide when registering to the Service as well as the data and information generated or transmitted to the Platform by the Users or which are transmitted through the Platform within the context of the Service, are being processed by DN2ME in accordance with the terms and provisions of the present General Terms of Use and its Personal Data Protection Policy. Following its registration, in accordance with the above mentioned, the User expressly gives his/her consent for the collection and processing of his/her data, in accordance with the present General Terms and the Personal Data Protection Policy of the Company. The User declares that has already read, understood and comprehended all the above Terms and Policies of the Company and that he/she fully and unconditionally accepts them.

The Patient's registration to the Service is quick and simple: the Patient introduces an email address, and a password. These data are collected by the Company within the context of its legitimate interest in identifying the users of the Service as well as for securing the transactions of the Users themselves. Following that, the Patient should enter his name and surname, as minimum data for identification reasons, his/her municipality and prefecture in order to locate the first 10 available doctors through the Service, based on the geographical distance based on the Patient's location, and optionally his/her mobile phone number and his/her age . Upon acceptance of the present Terms of Use and the Company's Data Protection Policy, the Patient submits to the Platform his/her application for registration. The Platform sends to the applicant - Patient in the email address that was declared at the beginning of the registration process, a message asking him / her to confirm his / her registration to the Service. Once the User completes the confirmation action, he / she will receive a confirmation code which he / she should enter into the Platform in order to complete his / her registration and activate his / her Account in the Service.

It is explicitly agreed that the Company has the right to block the Patient's account temporarily, if the Company considers the User's behaviour goes against the present terms (e.g. if a doctor reports that they used verbally abusive

comments or if the Company discovers that their actions are outside the procedure as this is defined by the terms of use, like that the video call should not exceed 10 minutes in total per call. In this instance, the Patient will not be able to call a Doctor via the video call feature. Nonetheless, the User will be able to login to their account. The Company has the right to unblock the user if the User gets in touch with the Company in order to resolve any issues that might have arisen and provided that the Company considers that these issues have been resolved completely and will not arise again in the future.

2. The Service available to the Patient/User

For each submitted request, the Company by providing the Service aims to find and present on the Platform Healthcare Professionals of any specialty, located close to you - this means in the municipality you have selected in the first instance, then the prefecture you have selected or the closest prefecture to the one selected, and who are active and available in the Service during the time of your request. If there are no available Healthcare Professionals in the areas you have selected, the Service will search for the first available Healthcare Professional. If a User chooses to search for a Healthcare Professional of a specific specialty, the Application will follow the same process of finding and presenting Healthcare Professionals as the one described above, with the only difference that it will present only Healthcare Professionals of the chosen (by the User) specialty. If a Healthcare Professional is located according to the above, you can call them for free through the video call feature.

The Company does not promote, approve or suggest Healthcare Professionals registered in the Application and / or the medical consulting services provided by them. The Application is not and should not be considered as a means of suggesting or approving the expertise, the level of services of any Healthcare Professional available on the Platform and / or of the medical service provided by the Healthcare Professionals of the Platform. Any available photos or text information displayed in relation to the Healthcare Professional and the medical services they provide are for the sole purpose of describing those services and under no circumstances they are not or should be considered as suggestions on behalf of the Company. It is recommended that Users are not based on the Healthcare Professional's photo as photos are uploaded by the Healthcare Professionals themselves and the Company has no way of verifying or updating those photos etc. In addition, the Company, under no circumstances suggests, indicates or chooses the Healthcare Professional for you. You are making this choice and you are solely responsible for this choice.

If the Company is not able to find an available Healthcare Professional you will be informed accordingly. The Company does not take the responsibility of catering every single video call by any way or means, but it only presents available Healthcare Professionals after finding/locating them.

Doctors are displayed regardless of specialty based on their distance from the municipality/prefecture of the User's residency and their availability. If no available Doctors are found within the User's municipality, the Application will display Doctor of the same prefecture or from other Prefectures in order to service the User.

If the User chooses a specialty during their search, the Application will present available Doctors/Healthcare Professionals of this specialty based on their geographical proximity, in the first instance in relation to the municipality of residence and secondarily to the prefecture of residence. If there are no available Doctors with the selected specialty by the User, the Application informs the User that during this time there are no available Doctors with the specialty they have selected and prompts the User to do a new search for a Doctor, regardless of specialty.

Once you select the Healthcare Professional of your preference, you can call the Healthcare Professional via video call through the app, provided that you have access to the internet. In order to call/communicate via video with the Healthcare Professional the video call will need to be accepted by them. You will be charged only by your telephone provider for mobile data usage as the Service is provided for free.

The Company reserves the right to unilaterally modify the way the Doctors are displayed, by posting a relevant notification on the Platform, as defined in these General Terms with regard to their amendment.

You have the right to cancel at any point your video call to the Doctor. Your Doctor can also do that. In case the Doctor cancels your video call you will be notified via the Application and we will try to locate another available doctor who might be close to you. If we find someone you will be informed and you will be able to choose whoever works best for you and follow the same process.

The Company does not guarantee that it will have in its Service Doctors of all medical specialties or that they will be available, even if they are members of the Service, for catering to your needs, nonetheless it takes all available measures in order to offer you an effective and immediate service.

As our Service to you is exhausted at the search and display (towards you) of Healthcare Professionals who are located close to you or if no one is available close to you, in any other location, we do not have any responsibility for any damages you might suffer on your health, your possessions/assets or else. As we do not offer medical services we cannot guarantee that you will receive care or that the medical consultative services that you will receive will be immediate or appropriate, despite all the measures we take. The urgency of a case is not determined by us and we do not have any responsibility for any delays in receiving medical consultative services remotely via video call. We offer you all the means in order for you to communicate directly with the Healthcare Professional or/and with us.

We take all available measures in order to confirm the existence of the Doctors/Healthcare Professionals and we cross-check their data with their affiliated Medical Associations and other Healthcare Associations they are members of, however, we do not offer you any guarantees in relation to the authenticity of the information they provide to the Service and you can access for your information.

The Company is not contracted with the Healthcare Professionals through any kind of contractual relationship (employee, contactor etc.) The use of the platform is under no circumstances a medical action, and it cannot be interpreted as a means of replacing the doctor and any kind of diagnosis, therapies, observations, advice and exams that are provided or can be provided by Healthcare Professionals. The user has the sole responsibility for the choice of doctor, their specialty and everything the User will discuss with them through the video call, for the immediacy that he chose to treat his health incident, the time required for treating it, the treatment and any further medical actions. As such, the User should reach out to a doctor in all cases where this is deemed as advisable, essential or obligatory based on the circumstances and should not avoid or put off visiting a doctor.

It is noted that the platform contributed to the connection between Patients and Doctors and does not offer medical services itself.

B. Healthcare Professionals

1. Doctor Registration

Doctors who provide a) medical services to public providers-hospitals and also b) provide medical services as private medical practitioners-and who declare with their registration that they have liability insurance for the provision of medical services by them may be registered on the Platform. The Doctor's registration to the Platform and the creation of an account is a key requirement for using the Service. To create an Account (Profile) they must simply and quickly fill out the following personal data: Initially, an email address, a username, and a password. This data is collected by the Company in the context of its legitimate interest in recognising Doctors as Service Users but also for the safety of the Doctors/Users interactions themselves. In addition, private Doctors are obliged to enter their name and surname for identification purposes, their municipality/region, which will be displayed on their Profile, their mobile phone number to be contacted on by Patients and the Company for any matter relating to a video call and the use of the Service in general, their medical specialty and the Medical Association to which they belong as well as their Medical Association number to verify their professional identity.

Once the above process has been completed and the Doctor accepts the Terms of Use and our Data Protection Policy, they submit a Membership Application to the Platform. The Platform sends the requesting Doctor an email to the email address submitted at the beginning of the registration process, in which they are prompted to confirm their registration

to the Service. The process is completed by the Platform accepting the Doctor's registration and sending them an email/notification stating that they are an active Member of the Application.

By registering to the Application the Doctor agrees to offer medical/psychological consultation services to patients on their own responsibility in the context of their medical-professional capacity and pro bono as a volunteer in the medical support of patient populations.

2. The Service available to the Doctor/Healthcare Professional

Doctors may in exceptional circumstances state that they do not wish at certain times to receive video calls from the Service. Doctors who register to the Service acknowledge, accept and agree that for the operation of the Service they must be available to provide remote medical consultation services via video call, and that their availability is a key point for their cooperation with the Company and its basis, therefore, only in exceptional cases are they justified in declaring inability to receive and serve video calls. It is expressly agreed that the Company reserves the right to suspend (block) the Doctor's account temporarily if the latter cancels video calls regularly due to their own fault, or when they extend video calls longer than 10 mins etc, meaning that the Doctor is not allowed to receive video call requests. However, they will be allowed to log in to their account to make changes to their profile and to access personal information. The Company has the right to terminate the above provided that it comes into contact with the Doctor and decides with the Doctor on when their account is unblocked, based on their justification for the circumstances under which they cancelled the video calls for all incidents.

Doctors are committed to providing counselling services to maintain and promote the health of thousands of people with limited mobility and access to necessary medical care, with the aim of always providing medical information/counselling on the basis of what is defined by medical science and official guidelines of the state and the Medical Association concerned.

3. Fees - Payments

The provision of Service will be free of charge to all Users, except any charges by their provider for the use of electronic data during the video call. Doctors will not receive payment for the provision of remote medical consulting services through the Service, as they voluntarily participate as volunteers in the medical support of Patient citizens.

III. LEGAL STATUS OF DN2ME

1. General

In addition to what is expressly stated herein regarding the Service's limitation and Company's liability, DN2ME neither owns nor manages any Clinic or Diagnostic Centre or Medical Practice and does not provide primary and secondary health care services.

The Company is in no way responsible for finding of a Doctor by any means, does not function as call center for Patient's support, therefore the Company has no liability regarding the valid and on time finding of Doctors and incidents' treatment, since its liability lies up to the mediation in order to detect the nearby available Doctors regarding the incident that Users declare in the Application. Hence, the Company does not provide guarantees for the quality of health care consulting services provided by the Contracted Health Care Professionals to Patients, their immediacy, consistency, morale and behavior.

The Platform constitutes an independent online web tool under the legal form mentioned in detail in the above Sections herein. The Platform does not constitute not can it be considered as a promotional act for the Health Care Professional registered and participating in it nor as a customer engagement mediator and it does not promise them any increase or maintenance of their clientele nor any other relevant benefit.

Through the Service, the Company provides mediation services: between Patients facing a health issue symptoms or have an Inquiry about health issues and Doctors and other Health Care Professional that Patients will choose through the Service for communication with the them via video call.

In the case that the User makes use of the Service, he/she acknowledges that he/she is entering into a contract to receive the health consulting services offered by the Health Care Professionals through the Platform, thus consequently this contractual relationship governs and binds only the Patient with the Health Care Professional of his/her choice, hence the fulfilling of the provision of the medical consulting service and care is sole responsibility of the Patient and the relevant Health Care Professional. DN2ME does not, in any case, participate as a party to these contracts nor acquires any rights or obligations arising therefrom. Hence, DN2ME, its agents, representatives, employees, and assistants are not in any way responsible for the risks associated with the conclusion, execution, payment and completion of transactions between Users and Members and bear no responsibility for any damages resulting from such transactions.

Furthermore, the Company does not produce, provide or process the content and information that Members upload or display on the Platform, or download through it, and any pre-check of content relates exclusively only to technical features and elements as well as data relevant to the layout of the information displayed in relation to the overall layout of the Platform so that the entire content to appear homogeneously and without disturbing the aesthetic or functionality of the Platform. In this context, we may deny the posting of any content that is inconsistent to the above or we may request its modification by you. **NO PARTICIPATION OR INTERVENTION OR CONTROL OF THE ESSENCE OF THE CONTENT IS IMPLEMENTED BY US.** However, we are entitled (but we are not under any obligation), in

accordance with the terms of use and the law, to check the content posted by Members, either by automated means of control or following complaints or by case-by-case investigation following an automated control or complaint as well as to withdraw this content. Any technical tool we may provide to you for posting your content on the Platform is provided solely as a technical facility that does not affect the configuration and formation of the Content.

2. DN2ME Rights – Obligations

2.1. Definite deactivation (deletion) of a Member's Account

Save as provided in these General Terms regarding the deactivation (deletion) of a Member's Account, the Company expressly reserves the right to delete the Member's Account in the following cases: a) In case the Member is bankrupt or has applied to be submitted in bankruptcy or liquidation procedures; b) in case the Member, at the Company's absolute discretion, violates the Acceptable Use Policy of the Service, and/or violates any term or provision mentioned herein and/or has committed, at the Company's absolute discretion, a penal or other offence, during the use of the Service and/or causes immediate risk-loss to the Company and/or to any Member and/or for any other important reason referred to herein.

In the above cases, the Account is deleted immediately and automatically, without the Company providing to the Member the right to remove the violation, expressly reserving all its legal rights, including the right to compensation for any damage that may have been suffered by the acts and/or omissions of its Members according to the above mentioned.

2.2. Temporary deactivation (deletion) of a Member's Account

Save as provided in these General Terms regarding the deactivation (deletion) of a Member's Account, the Company expressly reserves its right at its sole discretion to temporarily deactivate the Account of the Member directly and without any penalty in the event that it considers that the Member has breached or has violated any applicable law (e.g. personal data protection) or has outstanding financial obligations and debt arrears towards the Company and until the Member removes the breach within the time period drawn by the Company, at its sole discretion. In the event of the Member's non-compliance, the Company may definitively deactivate the Account of the Member, expressly reserving all its lawful rights, including the right for compensation of any damage suffered by the Member's actions and/or omissions in accordance with the above mentioned.

It is expressly agreed that in the event of a permanent or temporary deactivation (deletion) of his / her Account the Member is not entitled to claim compensation of any damage caused by the deactivation of the Service, in accordance with the above provisions, even if the evidence on which the Company was based for the deletion of the Account was incorrect since the Member acknowledges and accepts that the automated means used by the Company to identify

any illegal or contract breaching actions of Members are based either on generalized/automated electronic commands of a software program that may include and/or make errors or on complaints by other Members.

It is understood that the Member who has been excluded from the Service is forbidden to re-join the Service by using the same or other data unless the Company gives its relevant express consent. To this end, the Member accepts and gives consent to the Company to maintain his/her personal data in its system in order to be able to identify any subsequent registration attempt.

2.3. Termination of the Service's Function

The Company reserves the right, for technical reasons, maintenance and/or upgrade of the Platform, to discontinue the function of the Service temporarily and at regular intervals. In the event that this interruption lasts more than a reasonable period of time at the absolute discretion of the Company or such interruption has already been scheduled by the Company, the latter will notify its Members by a relevant post on the Platform. It is expressly agreed that Members may not raise any claim against the Company for any loss or damage whatsoever arising out of this reason even if the Company, at its sole discretion, does not give notice of such interruption.

Except as expressly set forth herein, the Company may at any time terminate, change, suspend or discontinue any particular function of the Service, including the availability of the Service itself with or without a notice.

2.4. Provision of Information

The Company, if so requested by a competent prosecution, supervisory, judicial or other Authority, is obliged to transmit the data of the Members, including any personal data provided to the Company in accordance with the present General Terms, as well as their medical data or credit cards data and any other information provided by them without their prior notice or consent, on the grounds of necessary protection measures against risks to state and public security as well as for prosecution reasons, including tax crimes and offences.

3. Limitation of warranties and obligations

The Company always acts in good faith in the context of the law and the present General Terms. In that direction, it has taken all technical and other measures and acts its best effort to ensure that (a) the Service operates properly and continuously without any problems, interruptions, delays, errors or mistakes; (b) the technology used by the Company or the Servers, through which the Service is made available to the Users, does not contain viruses or other harmful components, however THE COMPANY DOES NOT PROVIDE ANY RESPECTIVE WARRANTIES for all of the abovementioned.

In addition, the Company does not provide any warranty for (a) the appropriate, effective, and efficient function of the Service with regard to the purpose of which the User is making use of it; (b) the proper and efficient execution of the Users' transaction Obligations with respect to one another regarding medical consulting services and their obligations arising from these services; (c) the suitability and effectiveness of health care services.

The Service is provided "as it is and is made available" and in a fully automated manner and does not include the important on behalf of the Company of any element in the Service's system nor any customizations on an ad hoc basis. The Service may in the future be parameterized, at the sole discretion of the Company.

The Company shall take all necessary technical and other measures to ensure that Users comply with the present terms as well as with the applicable legislation, however, as a Provider of Information Society Services, it has no general nor statutory obligation to (a) control the information provided to it, (b) actively seek for facts or circumstances that indicate that a Member has engaged in an unlawful or contract-breaching activity while using the Service and / or during the provision of Health Care consulting Services; (c) actively search for the Authorization granted by the User to its Authorized User nor the legalization of the Authorized Users in respect of their acts and / or omissions while using the Service on behalf of and in the name of the Users ; (d) control the Users' adherence to tax legislation, legislation on the protection of personal data, consumer protection, medical legislation or to any other applicable laws and regulations.

4. Limitation of Liability

In addition to what is expressly stated herein, the Company has no civil or penal liability and bears no liability towards the Users, their Affiliates and / or any third party rendering rights whatsoever, in case that any of these persons, during use of the Service, suffer any direct, indirect or incidental damage or incurs any damage resulting in loss of profits, business, income, reputation, sales and frequency while providing its services, or any other damage direct, indirect or repayable, economic or otherwise, loss of earnings, due to: (a) delayed or inappropriate sending, transmission, maintenance, retention, downloading of any data, information or /and Content and / or loss and destruction of such data due to mistakes, omissions, malfunctions or disfunctions of telecommunication Networks, the Internet, the website or the Internet Service Providers. (b) Any permanent or temporary disabling of the Service, any termination of the Service or its individual functions, any deletion of a Member's Account or any technical collision of the Service in accordance with the terms herein. (c) Events, situations, acts, actions and / or omissions on behalf of the Company or third parties including the Members for which the Company does not provide any warranties and is not bound by the terms herein. (d) Use by the Users or third parties of users' data (including any personal data) for purposes other than the use of the Service and the provision of Health Care consulting Services. (e) Infringement of applicable law on the

protection of personal data or other applicable legislation which relates, for example, to the use of the Service. (f) Any discrepancy between the time system of the Service and an officially defined time system. (g) Events of force majeure. In addition to the abovementioned, the following are agreed: Patients shall enter into autonomous contracts with the Health Care Professionals for the provision of health consulting services on their own responsibility. The relevant contracts that may be based on these General Terms are binding only between these parties, who shall bear sole responsibility for its fulfillment. In no event shall the Company participate as a party to these contracts nor acquire any rights or obligations arising therefrom. The Company, its Partners and / or Affiliates are in no way responsible for the risks associated with the conclusion, initiation and completion of the abovementioned contracts between the Patients and the Health Care Professionals and shall be not held liable in any way for any damage caused within the context of the transactions between them.

By providing the Service, the Company does not become a healthcare provider and therefore has no responsibility or obligation to safeguard the obligations borne by the Members, except as expressly reserved here.

Any complaints or requests related to (products or services offered or provided by Health Care Professionals) or special requests by Users should be managed by the Health Care Professionals without the intervention of the Company. The Company is not responsible for and disclaims any liability with regards to Patients' requests when contacting the Health Care Professionals. The Company may, at its sole discretion, offer a customer support service to a User or act as an intermediary.

At any rate, it is herein expressly agreed that the Company is liable only for direct damages that result from fraudulence or gross negligence on its part. Without prejudice to mandatory legal provisions, the liability of the Company for direct loss resulting from misfeasance is expressly excluded, irrespectively of any legal reason. The Company's liability for indirect or consequential damages, irrespectively of any reason, is completely and explicitly excluded.

LIMITATIONS AND RESTRICTIONS SET HEREIN WITH REGARD TO DAMAGE COMPENSATION SHALL APPLY EVEN IF THE PRESENT TERMS AND CONDITIONS ARE NOT MET AND SATISFIED OR EVEN IF THEY ARE CONSIDERED VOID OR UNENFORCEABLE AND THE USER ACKNOWLEDGES THAT THESE LIMITATIONS ARE JUST AND CONSTITUTE THE BASIS OF THIS DOCUMENT AND THAT WITHOUT THEM THE COMPANY WOULD NOT CONCLUDE THESE TERMS AND CONDITIONS.

However, to the extent permitted by law, neither the Company nor any of its employees, directors, agents, affiliates, distributors, online affiliates, franchisees, representatives, or any other persons involved in creating, promoting or sponsoring the Company are liable for (a) any criminal, special, indirect or consequential loss or damage, any loss of production, loss of profits, loss of revenue, loss of contract, loss of or damage to clientele or reputation, loss of compensation, (b) any ambiguity regarding the information (description) of the Health Care Professional as stated in their Profile, (c) the services provided by the Health Care Professionals, (d) any refusal on the part of the Health Care Professional to provide the health care services; (e) any refusal on the part of the Insurance Carrier to cover any

damages towards the Health Care Professionals to the benefit of the Patient in case any medical act or diagnosis takes place unrelated to the app (f) any (direct, indirect, consequential or penal) damage, loss or charges which the User has suffered, paid or caused, in accordance with, following or in connection with the use, inability to use or delay in the Service's use or (g) any (personal) injury, death, damage to personal property or other (direct, indirect, special, consequential or penal) damage, detriment or charges which the User has suffered, paid or caused, either due to (legal) actions, errors or violations.

The existence of Health Care Professionals has been verified by the Company, which takes all necessary actions to ascertain the existence and operation of them, nevertheless the Company has no liability in case the Health Care Professional does not operate at the time of the video call.

The Company is not required to review the services provided by Members, the ratings or any other information posted on the Platform. The Company has no liability for, including but not limited to, any of the abovementioned.

Although the Company makes every effort to verify the information provided on the Platform, it can neither confirm nor warrant that all information is accurate, complete or correct and cannot be held liable for any errors (including obvious and typing errors), for any interference, any (temporary and / or partial) suspension of function, for any repair, upgrading or maintenance works of the site or for any other cause), for any inaccuracies, misleading or improper information or for any failure to deliver information.

Information displayed by Users on the Platform are in no event adopted nor accepted by the Platform.

VI. MEMBERS' OBLIGATIONS

1. In General

Members are required to maintain secret the password of the Service and not to disclose it to any third party without the provision of a corresponding license to use by the Service. In the event that the Member considers that the password has been violated or disclosed to a third party without his/her permission, he/she must change it, otherwise he/she is solely responsible for his/her actions or omissions on the Platform.

Members are required to respect the intellectual property rights of third parties, their personal data and their right to personality and not to offend them by posting information and generally by their actions and / or omissions with regard to the Service.

As far as the protection of personal data is concerned, each Member should take appropriate technical, organizational and legal measures to ensure privacy and security of information.

It is expressly agreed that Members are solely responsible for the legality and accuracy of the information, elements and data they provide to the Platform while registering to or using the Service.

The Members expressly and unconditionally declare and guarantee that:

- They have read and fully understand these General Terms, the Data Privacy Policy, the Acceptable Use Policy and any other Members' policies, and that they fully and unreservedly accept them.
- In case that a third party acts in the name and on their behalf (Authorized User) that he/she (i.e. the Authorized User) has received all the necessary licenses in order to use the Member's data, elements and information, including any consents, in accordance with the applicable law on the protection of the personal data.
- That they have taken and will constantly take all appropriate technical, organizational and legal measures in order to ensure the privacy and protection of personal data.
- On their own responsibility and expense, they will immediately take all necessary measures and in any event will fully and completely indemnify the Company with regard to any claim, loss, damage, cost, liability, discrepancies, fines, penalties, legal fees that they may suffer due to (a) any action of theirs which constitutes a breach of the present General Terms, their statements and warranties under this Agreement, the intellectual or other rights of the Company; or (b) any other illegal action or omission of theirs during the use of the Service.
- They have obtained all necessary licenses, consents, approvals in order to subscribe to the Service and with regard to the provision of their services through the Platform and that their registration and use of the Service neither infringes any third party's right nor is prohibited nor does it violate any laws or agreements.
- The information and data that they enter on the Platform both in their profile and in the transactions between them are completely true and updated.
- They use the Service solely at their own risk and any action / omission is binding exclusively on the Member itself and that the Service is available only for personal use and not for commercial use.
- Any action and / or omission by the Authorized User regarding the Service is approved and accepted by the Members and therefore binds them and generates rights and obligations for them.
- Texts and images posted on their Profile should not affect the honour, personality, reputation, data or intellectual property rights of third parties and should not include false, vulgar, libelous, offensive, information that misleads the Users or offends third parties.
- Any personal data that they obtain by third parties under this Agreement are used solely for the purpose of fulfilling their benefits under the Service and for no other purpose.

2. Members' Special obligations

Users must not misuse the Service and they should declare only actual and real incidents, data e.tc with reference to their health data.

Healthcare Professionals should provide their services with respect for the Patient and always within the framework of medical ethics and the rules of science and global, national guidelines and of their Medical Association. Each Health Care Professional bears responsibility at any time for the accuracy, completeness and correctness of the information displayed on the Platform. Each Health Care Professional is obliged to accept the User as a contracting party.

Except for any additional charges for usage of other services of Health Professionals by Patient or any additional costs incurred while Patient visiting the Healthcare Professional, the Healthcare Professionals will not charge any fees for providing remote medical care during video call through the Service.

The Health Care Professionals are responsible for the content they publish, for the correct and accurate description of their services and the terms of their provision. The Company in no way adopts or accepts these services.

Private Doctors who are registered with the Service expressly warrant that they have full civil liability insurance and that his/her respective insurance policy is in effect and will renew it throughout their cooperation with the Company through the Application

V. OTHER SERVICES

1. Subscription to Newsletters

By registering to the Service, the Company may, within its legitimate interest, send to the email that you have declared a newsletter. For the protection of personal data, you may please be informed please contact [HERE](#).

The Company is not liable in case the newsletter is not delivered to its destination, although it does its best by ISPs (Internet Service Providers) for prompt delivery. The newsletter may end up in the spam folder hence the registered members should check regularly their spam folder. In the event that a registered member does not wish to newsletters or wishes to delete the DN2ME newsletter as a whole, he / she may inform the Company by sending a respective message to the following e-mail address: contact@dn2me.com or by clicking the relevant link which appears in our newsletter emails he/she receives. The Company uses a third party company to track the newsletter recipients. The Company does not deliver to third parties any information about your name, surname, home address or other personal data of yours.

2. Advertisements

The Company reserves the right to be advertised and promote its services on various websites of its choice on the Internet as well as to use affiliates or third-party advertising agencies, as the case may be. These advertisements use cookies but no data that personally identify visitors / users are used. For more information about DN2ME's Cookies Policy read our [Cookies Policy](#).

The Company reserves the right to display third parties' advertisements through the Platform. Advertisements may contain external links to third parties' websites. It is the responsibility of advertisers to ensure that their advertisements and their content are lawful, do not infringe third-party rights and are not offensive, false, fraudulent or misleading. It is prohibited to post advertisements on the Platform with insulting, threatening, offensive, pornographic content, or advertisements concerning nudity, alcohol, drugs, cigarettes, gambling and bets, weapons, explosives, viruses or other inappropriate programs, pyramid schemes, illegal activities or in general any other inappropriate content. All advertisements should be appropriate for the Platform's community and respect the rights of third parties (natural or

legal persons). No advertising can imply that it has the support, approval, or that it is done in partnership with the Company. DN2ME may at any time reject any advertising on any grounds even after it has been published and especially in case it deems it appropriate.

3. External Links

The Platform and its individual websites may contain links to third party websites whose information and data protection practices are different to those of the Company. DN2ME is not liable for the information or data protection practices used by third party on their websites. It is recommended, before using other websites, to read and understand the terms of use and their own privacy policy. The Company does not check the availability, content, privacy policy, quality and completeness of other web sites that the Platform may refer to through "links", hyperlinks, or banners. The Company shall in no case be deemed to embrace or accept the content or services of the websites and pages to which it refers to or that it is in any way affiliated to them.

4. Social Media

Visitors and Members can follow the Company through its web pages in Facebook, g +, LinkedIn, Instagram, Twitter (Social Media) in order to be informed on any news, as well as in order to comment and participate in its special promotions. Any products or services offered by DN2ME through Social Media and all information disclosed, submitted to or offered by it through its Social Media accounts will be subject to the present General Terms, unless otherwise agreed.

VIII. COPYRIGHT

The Company is the intellectual creator and legitimate owner and manager of the Platform, Service and other services of the Platform in accordance with the present General Terms including the administration tool, the license of which is granted by the Company to the Registered Members upon completion of the registration. The Company hereby grants its Members the right to access and use the Service in accordance with the present General Terms. The Company is the owner and retains in its possession and ownership all rights, titles and interests regarding (a) the Platform and its Services, its functions and features (indicatively but not restrictively: its Software, its programs, philosophy, methodology and technique by which it has been designed, its model, algorithms, information and materials, know-how regarding its Service and Software, as well as any modifications, (b) the administration tool for the Members, (c) the trade name DOCTOR NEXT TO ME, DN2ME the trademark and the website <https://diplasou.dn2me.com> and the derivatives, complex, homogeneous or similar (d) any other logos, distinctive titles, distinctive marks and trade marks, trade secrets, patents and any other intellectual property rights in respect of the Platform, the Service and the functions that are disclosed to the User / Company through the Service.

All the content of the Platform, such as texts, graphics, logos, icons, images, sound clips, and software ("Content"), is property of the Company except for the Information that Members post on their Profile with the exception of reviews and ratings. The intellectual property rights connected to of the entire content of the Platform (i.e. the presentation, selection, collection, layout and assembly) are the exclusive property of the Company that manages and operates it. The software, available on the Platform, is intellectually patented. Any use of the content and / or software that is permitted in accordance with the present General Terms, as well as the reproduction, modification, distribution, transmission, presentation or execution of the contents of the website is prohibited, unless expressly otherwise stated.

Restrictions and limitations to the License to access and use the Service and the Platform refer to the Acceptable Use Policy of the Service. The User grants the Company the right to use, at any time, aggregated statistical data of User data and information as well as information derived from the use of the Service, for its own commercial purpose, without the prior written consent by the User. The User and the Company respectively retain all rights, titles and interests with regard to their data and, by registering to the Service, provide the Company with a license to use their data for the purpose of the provision of the Service, as described herein.

IX. PERSONAL DATA PROTECTION POLICY

In addition to what is expressly stated in the present General Terms, regarding the personal data of the Members which are collected by the Company, the collection methods, the purpose and the legal basis of their processing, the recipients of these data and the purpose for which they are transmitted to them as well as for the exercise of rights by the Users with respect to their data, please visit the Data Privacy Policy which constitutes an integral part of the present document.

X. FINAL PROVISIONS

1. Final Terms

The present General Terms are the definite and unique terms in force, regarding the provision of the Service by the Company to the User and any prior terms, prior agreements and arrangements, written or oral between the Company and the User regarding the use of the Service are hereby repealed.

2. Waiver

Any delay, negligence or tolerance by the Company in enforcing the User's adherence to any of the present terms shall not constitute a waiver or a detriment to any of the Company's rights. In case any term of the present document is held as void by any competent Court or Authority and therefore inapplicable, then the said term will not invalidate the remaining terms herein, which all of them will remain in full force and effect.

3. Invalidity of Terms

In the event that any part of the present document is held invalid or void by a court decision, such invalidity shall not affect the validity of the remaining part of these General Terms, which shall remain valid as if the invalid part were deleted. The Company will seek to replace any invalid term with a new valid one, the effect of which will be the as similar as possible to the one of the one canceled.

4. Applicable Law – Jurisdiction

Any dispute between the parties concerning the application, interpretation, nullity of the terms of the contract, the existence or non-existence of rights and obligations of the contracting parties under contract or even tort, shall be interpreted in accordance with Greek law and shall be subject to the exclusive jurisdiction of the competent courts of the city of Athens (Greece), under the jurisdiction of which the parties are voluntarily submitted

ACCEPTABLE USE OF THE SERVICE POLICY

1. The Members and their Authorized Users are required to use the Service in accordance with the present General Terms and all applicable laws and regulations as well as pursuant the principles of good faith and morality and the business ethics.

2. To the aforementioned persons, the following are prohibited:

- Any use of the Service for commercial purposes.
- Any access or attempt to access information and data (including personal data) that are transmitted through the Service, for which they have no authorization or authority to use.
- Access to the Service in order to create or produce a product or service that is competitive to the Service and the Software of the Service.
- Use of the Service for the purpose of providing services to third parties other than those permitted under the General Terms.
- The sale, lease, disposal, transfer, assignment, concession, presentation, transmission and, in general, commercial exploitation of the access License and use the Service and the rights granted to them under the License in accordance with the General Terms.
- Facilitating in any way and by any means third parties to access the Service and any data (including personal data) and information for non-legitimate or non authorized purposes.
- The transmission of viruses, the transmission of documents and Information which are illegal, harmful, offensive, threatening, defamatory or dangerous to the security of the Service and for the reputation of the Company, its Affiliates and Associated Companies and other Members of the Service.
- The posting of messages, Information, Documents and other data as well as the granting of any data (including personal data) and information that may contain abusive, threatening, offensive, defamatory and generally illegal content.

- Any action which is or is considered to be detrimental to the interests of the Company, its Affiliates and / or Associated Companies and other Members of the Service, or which may prevent any third party from using the Service.
- Selling, conceding, renting, transmitting, processing to any third party and for any purpose any data that are connected with any use whatsoever of the Service and the Service in general.
- Publishing or transmitting content which is improper, illegal, abusive, harmful, threatening, offensive, libelous, defamatory, vulgar, obscene, pornographic, blasphemous, and in any way contrary to morality or which constitutes a violation of someone else's privacy or which is confidential, shows empathy, may cause discomfort, inconvenience or unnecessary stress to third parties, expresses racial, religious, national and other distinctions, can cause harm to minors in any way, violates spiritually rights or other proprietary rights of others, is used to collect or retain personal data of others, promotes alcohol, drugs, cigarettes, gambling and betting, weapons, explosives, launches pyramid shapes, illegal activities, or violates in any way the law or the Terms of Use, is advertising, promotes, recommends or encourages conduct that could be considered as a criminal act that would incur civil liability or would violate the law or violate the rights of any third party in any country worldwide, or contains software viruses or any other codes, files, or programs designed to interrupt, damage, prevent or destroy any software, equipment or computer hardware, or could be considered inappropriate in the sole judgment of Dn2me .
- Any form of Software piracy, hacking and / or interception of data (including personal data) and information.
- Importing to the Service, sending and forwarding of information or software programs that may contain viruses or other harmful features that may either cause the Service to malfunction or cause traffic to the Service which may make it difficult for users to use it.
- The use of the Service in any way, which, irrespectively of the purpose (fraudulence or negligence), could cause the Service to malfunction.
- Licensing, resale, leasing, assignment, subcontracting, and in general any disposal of the Service to third parties for any use and purpose other than the ones expressly permitted herein.
- Decompilation, duplication, reproduction, falsification, distribution, presentation, software included in the Service or part thereof and / or any processing of the source code.
- Linking the Service with any Product / Service of the Members without the express and written consent of the Company.
- Any action which may affect the ability of other Members to make use of the Service, or circumvent the rights of other Members, such as, for example, their intellectual property rights, personal data, etc.
- The use of mechanisms, software or other actions that impede the normal operation of the Service.
- Any copying, analogue / digital recording and mechanical reproduction, distribution, transfer, downloading, processing, resale, creation of derivative work of the Service and its components described herein.

- Any action or omission that may lead to data destruction, modification of data included in the Platform, discomfort or harm to other Members, violation of third party proprietary rights, violation of intellectual property laws, and any other illegal action or omission.

3. In the event that the Member has doubts as to whether an action or omission constitutes a violation of this Acceptable Use Policy and / or, if he wishes to report to the Company, any violation of this Policy which has come to his/her notice, he/she may contact DN2ME at info@dn2me.com.