# HOSPIYOU (AI-Powered TeleMedical Platform) Terms and Conditions For Doctors and Medical Practitioners

- **1. Introduction** a. Explanation of the Purpose b. Acceptance of Terms and Conditions c. Definitions and Interpretation
- **2. Eligibility** a. Age and Licensure Requirements b. User Registration and Account Security
- **3. Use of the Telemedical App** a. Scope of Services b. Doctor-Patient Relationship c. Medical Advice and Diagnosis d. Privacy and Data Security e. Prohibited Activities
- **4. Doctor's Obligations** a. Verification of Credentials b. Compliance with Medical Regulations c. Professional Conduct and Ethics d. Availability and Response Time
- **5. User's Obligations** a. Accurate Information b. Payment for Services c. Compliance with App Policies d. Feedback and Reviews
- 6. Consultation Fees a. Payment Terms b. Billing and Invoicing c. Refund Policy
- **7. Privacy and Data Security** a. Data Collection and Use b. Health Information Protection c. HIPAA Compliance (if applicable) d. Data Breach Notification
- **8. Intellectual Property** a. Ownership of Content b. Use of Telemedical App Materials c. Copyright and Trademark Information
- **9. Dispute Resolution** a. Arbitration Clause b. Governing Law and Jurisdiction c. Class Action Waiver
- **10. Termination** a. Right to Terminate b. Consequences of Termination c. Data Retention and Deletion
- **11. Limitation of Liability** a. Disclaimer of Warranties b. Exclusion of Damages c. Indemnification
- **12. Changes to Terms and Conditions** a. Modification of Terms b. Notification of Changes

- **13. General Provisions** a. Entire Agreement b. Severability c. Waiver of Rights d. Contact Information
- **14. Additional Legal Disclosures** a. Notice regarding Medical Emergency b. Reporting of Misconduct c. Legal Compliance
- **15. Contact Information** a. Contact Details for Inquiries b. Legal Entity Information

# 1. Introduction

- a. **Explanation of the Purpose** The purpose of these Terms and Conditions is to govern the relationship between doctors (referred to as "Healthcare Providers" or "Providers") and the users/patients (referred to as "Users" or "Patients") of the Hospiyou app (referred to as the "App" or "Platform"). These terms outline the rights, responsibilities, and obligations of both parties.
- b. Acceptance of Terms and Conditions By accessing, using, or registering on the HospiYou App, Healthcare Providers acknowledge that they have read, understood, and agree to be bound by these Terms and Conditions. These terms constitute a legally binding agreement.

# c. **Definitions and Interpretation** -

#### 1. Telemedicine:

 Telemedicine refers to the use of telecommunications technology, such as video calls, audio calls, or secure messaging, to provide medical consultations, diagnosis, treatment, and healthcare services remotely. It allows healthcare providers to interact with patients or users at a distance, without the need for physical inperson meetings.

#### 2. Virtual Consultation:

 A virtual consultation, in the context of this document, is a healthcare interaction that takes place over the telemedical app. It involves a live, real-time interaction between a Healthcare Provider and a User or Patient via video, audio, or secure messaging, where medical advice, diagnosis, or treatment recommendations are provided remotely.

#### 3. Health Information:

 Health Information includes all data related to an individual's medical or health status. This encompasses personal health records, medical history, diagnoses, treatment plans, medications, and any other healthrelated information shared by Users or Patients with Healthcare Providers through the app.

#### 4. User Data:

 User Data refers to all information collected and stored about Users or Patients on the telemedical app. This includes, but is not limited to, personal identification details, contact information, medical history, appointment records, and any other information relevant to their use of the platform.

#### 5. Remote Consultation:

 A remote consultation is synonymous with a virtual consultation and describes a healthcare interaction where a Healthcare Provider and a User or Patient engage in a live, real-time consultation using the telemedical app. This consultation occurs at a distance, making it unnecessary for the parties to be physically present in the same location.

# 2. Eligibility

#### a. Age and Licensure Requirements

- To be eligible to use the Hospiyou app as a doctor, you must meet the following criteria:
  - You must be at least 18 years old.
  - You must hold a valid medical license in the jurisdiction where you practice. It is your responsibility to ensure that your license is up to date and in good standing.
- By using the Hospiyou app, you confirm that you meet these age and licensure requirements.

# b. User Registration and Account Security

 You must complete the registration process to create an account on the Hospiyou app. During registration,

- you will be required to provide accurate and up-todate information about yourself and your medical credentials.
- You are responsible for maintaining the security of your account, including your username and password.
   You agree not to share your login information with others and to take necessary precautions to prevent unauthorized access to your account.
- If you suspect any unauthorized use of your account, you must notify the Hospiyou app's support team immediately.
- The Hospiyou app may, at its sole discretion, require additional verification of your identity or credentials at any time to ensure compliance with applicable laws and regulations.
- You understand and acknowledge that the Hospiyou app may suspend or terminate your account if it believes you have violated these terms or engaged in any fraudulent or unethical practices.
- You agree not to use the app to misrepresent your identity, impersonate other individuals, or provide false information about your qualifications.

# 3. Use of the Hospiyou Telemedical App

**a. Scope of Services** By using the Hospiyou app (hereinafter referred to as "the App"), you, as a licensed medical professional, agree to provide medical

consultations and related services to users/patients in accordance with the scope and limitations defined by your licensing and medical ethics. This includes, but is not limited to, diagnosing medical conditions, providing treatment recommendations, and offering medical advice through the App's communication tools.

- **b. Doctor-Patient Relationship** The use of the Hospiyou App creates a doctor-patient relationship between you and the users/patients you consult with. You acknowledge that this relationship is established for the duration of each consultation and that you are responsible for adhering to all legal and ethical obligations that apply to in-person medical consultations.
- c. Medical Advice and Diagnosis You agree to use your best professional judgment when providing medical advice and making diagnoses through the Hospiyou App. You understand that the virtual nature of these consultations may present limitations and potential risks, and you will exercise caution when making medical recommendations. It is your responsibility to inform patients that telemedical consultations may not always be as comprehensive as inperson visits.
- **d. Privacy and Data Security** The Hospiyou App is committed to ensuring the privacy and security of patient information. As a doctor, you are obligated to maintain patient confidentiality and adhere to all applicable data protection laws and regulations. You agree not to disclose any patient information or data obtained during

consultations to unauthorized third parties, and you will take all necessary measures to protect this information.

- **e. Prohibited Activities** You are prohibited from engaging in any of the following activities while using the App:
- i. Unauthorized Access: Attempting to access, use, or disclose any patient information without proper authorization.
- ii. Misrepresentation: Providing false or misleading information regarding your qualifications or credentials.
- iii. Inappropriate Conduct: Engaging in disrespectful, abusive, or unprofessional behavior towards patients or other users of the App.
- iv. Non-Compliance: Failing to adhere to local, state, or national medical regulations and ethical standards.
- v. Commercial Promotion: Using the App for promotional, advertising, or marketing purposes, unrelated to medical services provided through the App.
- **2. Termination** We reserve the right to terminate your access to the App if you violate any of these terms and conditions, in our sole discretion.
- **3. Disclaimer** The App is a platform for facilitating virtual medical consultations, and we do not endorse or guarantee the quality of medical services provided by doctors through the App. Consultations are provided "as is," and patients should seek a second opinion if they have any concerns

about their diagnosis or treatment. We are not liable for any decisions made based on the information provided through the App.

By using the App, you acknowledge your understanding and acceptance of these terms and conditions. We may update or modify these terms at our discretion, and it is your responsibility to review them periodically for any changes. Failure to comply with these terms may result in the termination of your access to the App.

# 4. Doctor's Obligations

- **a. Verification of Credentials:** By using this Hospiyou telemedical app to provide consultations to users/patients, you, the doctor, agree to the following obligations:
- i. **Accurate Credential Verification:** You must ensure that all the credentials provided, including medical licenses, certifications, and qualifications, are accurate and up to date. You will promptly update your profile with any changes in your credentials.
- ii. **Patient Verification:** You are responsible for verifying the identity of the patient prior to the consultation to ensure the safety and security of the telemedicine session.

# b. Compliance with Medical Regulations:

- i. **Licensure and Regulations:** You must adhere to all local, state, and national medical regulations and licensing requirements applicable to your practice. It is your responsibility to be aware of and comply with the relevant laws and regulations in the jurisdiction where you and the patient are located.
- ii. **Prescription Guidelines:** When prescribing medication, you must follow established guidelines and ensure that it is in compliance with applicable laws and regulations.

#### c. Professional Conduct and Ethics:

- i. **Maintaining Professionalism:** You are expected to maintain the highest standards of professionalism during consultations. This includes showing respect and empathy toward patients and maintaining patient confidentiality.
- ii. **Informed Consent:** Before providing any medical services or treatment, you must obtain informed consent from the patient. This should include explaining the proposed treatment, its risks, and any potential alternative treatments.
- iii. **Conflict of Interest:** You must disclose any potential conflicts of interest that may compromise the integrity of the consultation. This includes any financial or personal interests related to the treatment options.
- iv. **Maintaining Records:** It is your responsibility to maintain accurate and complete records of patient

consultations and to make them available as required by law.

# d. Availability and Response Time:

- i. **Availability:** You are encouraged to maintain regular hours of availability for consultations through the Hospiyou telemedical app. However, you have the flexibility to set your availability schedule.
- ii. **Response Time:** You must commit to responding to patient inquiries in a timely manner. While you have flexibility in setting your response time, it should not exceed [Specify Time Frame, e.g., 24 hours] for non-urgent matters.
- iii. **Emergency Situations:** In the case of medical emergencies or urgent patient needs, you should make all reasonable efforts to respond promptly and appropriately, including directing the patient to the appropriate emergency services if necessary.

By using this telemedical app, you acknowledge and agree to adhere to these obligations as outlined in the Terms and Conditions. Failure to comply may result in the suspension or termination of your access to the platform. Additionally, any legal consequences arising from non-compliance will be your responsibility. It is your duty to regularly review and stay updated on these obligations, as they may change from time to time.

# 5. User's Obligations

- a. **Accurate Information** i. Users must provide accurate and up-to-date personal and medical information during registration and consultation setup. ii. Users are responsible for ensuring the accuracy of the information shared with the consulting doctor, as any inaccuracies may lead to incorrect diagnoses or treatments.
- b. **Payment for Services** i. Users agree to pay the fees associated with the telemedical services in accordance with the app's pricing structure. ii. Payment information provided by users must be accurate, valid, and up-to-date. iii. Any disputed charges must be reported to the app's customer support within a reasonable time frame.
- c. **Compliance with App Policies** i. Users must adhere to the terms and conditions, privacy policy, and any other applicable policies of the Hospiyou telemedical app. ii. Users are expected to use the app for legitimate medical purposes and refrain from any unlawful, fraudulent, or harmful activities. iii. Users should respect the privacy and confidentiality of their medical consultations and not engage in any form of harassment or inappropriate behavior during consultations. iv. Users are responsible for the security of their login credentials and should not share their account information with others.
- d. **Feedback and Reviews** i. Users are encouraged to provide honest and constructive feedback about their telemedical experience. ii. Reviews and feedback should be

fair, respectful, and focused on the quality of the medical care received. iii. Users should refrain from posting false or defamatory reviews that may harm the reputation of the consulting doctor or the app. iv. The Hospiyou telemedical app reserves the right to moderate, edit, or remove reviews and feedback that violate the app's content guidelines.

By using this telemedical app, users acknowledge and agree to abide by these obligations. Failure to comply with these obligations may result in suspension or termination of their access to the app and its services. Additionally, any breach of these terms may also result in legal action, if necessary.

# 6. Consultation Fees

#### a. Payment Terms

- i. Doctors shall be paid for their services through the App on a schedule agreed upon with Hospiyou], which may be subject to change.
- ii. Payment to Doctors shall be processed after the successful completion of a consultation.
- iii. Doctors agree to receive payments via the method provided by [Hospiyou,inc], including direct deposit or other mutually agreed-upon methods.

## b. Billing and Invoicing

- i. Hospiyou will generate and issue invoices to Users on behalf of Doctors for each consultation.
- ii. The App will provide a detailed breakdown of the fees charged for the consultation.
- iii. Doctors are responsible for ensuring that the information provided for invoicing is accurate and up-to-date.

# c. Refund Policy

i. Doesn't Apply, HospiYou uses a Subscription Model

#### 3. Modification of Fees

Hospiyou,inc] reserves the right to modify its service fees and payment terms. Any changes will be communicated to Doctors in a timely manner. Doctors will have the option to accept or decline the new terms, and continued use of the App after such modifications shall constitute acceptance.

#### 4. Taxes

Doctors are responsible for any and all taxes associated with the income earned through the App. Hospiyou,inc will not be held responsible for any tax-related matters.

## 5. Termination

Hospiyou,inc reserves the right to terminate a Doctor's access to the App at its discretion. Termination may occur in the event of a violation of these terms, unethical conduct, or any other justifiable reason. Upon termination, all

outstanding payments will be processed according to the prevailing terms of this Agreement.

#### 6. Miscellaneous

- a. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Delaware], excluding its conflict of law principles.
- b. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements.
- c. **Severability:** If any provision of this Agreement is found to be unenforceable, it will not affect the enforceability of any other provision.

# 7. Privacy and Data Security

#### a. Data Collection and Use

 By using this Hospiyou telemedical app as a doctor providing consultations, you acknowledge that we collect certain personal and health information from patients/users. This information may include, but is not limited to, names, contact details, medical history, and consultation records.  The data collected will be used solely for the purpose of providing medical consultations and maintaining patient records. We will not sell or disclose this data to third parties without explicit consent, except as required by law.

#### b. Health Information Protection

- The Hospiyou telemedical app prioritizes the security and protection of health information. As a doctor, you are responsible for maintaining the confidentiality and security of patient data.
- You must take all necessary precautions to safeguard patient information, both during consultations and while the data is stored on your device.

# c. HIPAA Compliance (if applicable)

- If you are practicing in the United States, the Health Insurance Portability and Accountability Act (HIPAA) may apply to your use of this Hospiyou telemedical app. You must adhere to HIPAA standards for the protection of patient information.
- This may include ensuring secure transmission and storage of electronic protected health information (ePHI), obtaining patient consent, and following other HIPAA compliance guidelines.

#### d. Data Breach Notification

• In the event of a data breach or unauthorized access to patient information, you must notify the Hospiyou app

- administrators immediately. The breach will be assessed, and affected patients/users will be informed promptly.
- As a doctor, you are also obligated to cooperate in the investigation and resolution of data breaches. Failure to report a data breach promptly may result in legal consequences.

Please note that these Terms and Conditions are binding upon your use of the Hospiyou telemedical app, and compliance with privacy and data security requirements is essential for maintaining the trust of patients and the legal integrity of the service. Violation of these terms may result in the suspension or termination of your access to the app.

# 8. Intellectual Property

#### a. Ownership of Content

- 1. All content provided within the Hospiyou App, including but not limited to text, graphics, logos, images, videos, and other materials, is owned by or licensed to [Hospiyou,inc] and is protected by copyright, trademark, and other intellectual property laws.
- 2. Doctors agree not to reproduce, distribute, modify, display, or create derivative works from any content found within the App without prior written consent from [Hospiyou,inc]

# b. Use of Telemedical App Materials

- 1. [Hospiyou,inc] grants Doctors a limited, non-exclusive, non-transferable, revocable license to access and use the App for the sole purpose of providing telemedical consultations to users/patients.
- 2. This license does not grant Doctors any rights to use the Hospiyou App's name, logo, or trademarks for promotional or commercial purposes without explicit written consent from [Hospiyou,inc].

# c. Copyright and Trademark Information

- 1. All copyrights, trademarks, and other intellectual property rights associated with the Hospiyou App, including the name, logo, and any related marks, are the exclusive property of [Hospiyou,inc].
- 2. Doctors must not use any of [Hospiyou,inc]'s trademarks, service marks, or copyrighted materials without obtaining prior written permission from [Hospiyou,inc].
- 3. Doctors are prohibited from registering any domain names, mobile app names, social media handles, or any other identifiers that contain or resemble [Hospiyou,inc]'s trademarks or copyrighted materials.

# **Non-Compliance**

Violation of these intellectual property rights may result in immediate termination of Doctor's access to the App and may lead to legal action being taken by [Hospiyou].

## **Dispute Resolution**

In the event of any disputes related to intellectual property rights, both parties agree to resolve the matter through arbitration in accordance with the laws of the jurisdiction (Delaware, USA) where [Hospiyou] ] is incorporated.

#### **Contact Information**

For any questions or concerns regarding these intellectual property rights or these Terms and Conditions, Doctors can contact [Hospiyou,inc] at [ <a href="mailto:hospiyou.com">hospiyou.com</a>
<a href="mailto:hospiyou.com">hi@hospiyou.com</a>

These Terms and Conditions are effective as of the date last updated and may be revised or updated by [Hospiyou,inc] at any time. Doctors are encouraged to periodically review these Terms for any changes or updates.

By using the App, Doctors acknowledge that they have read, understood, and agreed to these Terms and Conditions. Failure to comply with these Terms may result in the termination of access to the App and potential legal consequences.

[Hospiyou,inc]

[116 Dr Ivan Basanovich, Bulgaria]

Delaware 651 N Broad St, Suite 201, city of Middletown, zip code 19709, and county of New Castle.

[+359877000582, +234 807 796 0342, +234 806 531 8644 ]

# 9. Dispute Resolution

#### a. Arbitration Clause

- 1. **Agreement to Arbitrate**: By using this Hospiyou telemedical app to provide consultations to users/patients, you agree that any dispute or claim arising out of or in connection with your use of the app will be resolved through binding arbitration, rather than in court. This includes, but is not limited to, claims related to malpractice, negligence, breach of contract, or any other legal dispute.
- 2. **Arbitration Process**: The American Arbitration Association (AAA) will administer the arbitration, and the arbitration will be conducted in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes. The arbitration will be held in a location that is convenient for both parties, or via an online platform if both parties agree.
- 3. **Arbitrator's Authority**: The arbitrator's decision will be final and binding, and may be enforced in any court of competent jurisdiction. The arbitrator will have the authority to award damages, injunctive relief, and attorney's fees if the applicable law allows.

- 4. **Costs of Arbitration**: The cost of arbitration will be shared equally between the parties, unless the arbitrator decides otherwise. Each party will be responsible for their own attorney's fees, except as provided by law.
- 5. **Class Action Waiver**: Both you and Hospiyou,inc agree that any claims or disputes shall be brought in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

# b. Governing Law and Jurisdiction

- 1. **Governing Law**: These Terms and Conditions and any disputes arising from or related to them shall be governed by and construed in accordance with the laws of the state of Delaware in which the Hospiyou app's parent company is incorporated, without regard to its conflict of law principles.
- 2. **Jurisdiction**: Any legal action or proceeding relating to your use of the Hospiyou app, these Terms and Conditions, or the arbitration clause shall be instituted in a state or federal court located within the jurisdiction of the state or jurisdiction in which the Hospiyou app's parent company is incorporated. You consent to personal jurisdiction and venue in such courts.

#### c. Class Action Waiver

- 1. **Class Action Waiver**: To the fullest extent permitted by law, you and Hospiyou,inc each waive the right to bring disputes as a class, consolidated, representative, collective, or private attorney general action. You and Hospiyou,inc agree that any dispute resolution proceedings will be conducted only on an individual basis.
- 2. **Enforceability**: If the class action waiver is found to be unenforceable, the entire arbitration clause will not apply, and any dispute will be resolved in a court of competent jurisdiction.

# 10. Termination

# a. Right to Terminate

- 1. The Hospiyou telemedical ("App") reserves the right to terminate a doctor's access and use of the App, with or without cause, at its sole discretion.
- 2. Grounds for termination may include, but are not limited to, violation of the terms and conditions, unethical or unprofessional conduct, or non-compliance with applicable medical regulations and guidelines.
- 3. Doctors using the Hospiyou App may also have the right to terminate their use of the service by providing written notice to the App, in accordance with the notice requirements outlined in these terms.

# b. Consequences of Termination

- 1. Upon termination, doctors shall cease using the Hospiyou App immediately and discontinue any ongoing consultations.
- 2. Termination may result in the removal of the doctor's profile, ratings, reviews, and access to patient records.
- 3. Patients who were actively engaged in consultations with the terminated doctor may be notified and provided with the option to continue their care with another available healthcare professional on the platform.
- 4. Doctors are responsible for completing ongoing consultations and ensuring the continuity of care for their patients upon termination.

#### c. Data Retention and Deletion

- 1. Patient Data: The Hospiyou App will retain patient records for a period specified by applicable laws and regulations. After this period, patient data may be anonymized or deleted, in compliance with data protection laws.
- Doctor Data: Upon termination, doctors' personal data and consultation history will be retained for a period specified by applicable laws and regulations. Doctors may request the deletion of their personal data, except as required by law.
- 3. Medical Records: Patient medical records shall be retained as required by medical and legal standards

- and will not be deleted or transferred upon the doctor's termination.
- 4. Patient Consent: Doctors must obtain patient consent for the collection, storage, and sharing of patient data, and it is the doctor's responsibility to ensure compliance with relevant data protection regulations.
- 5. Security: The Hospiyou App will take all reasonable measures to protect the confidentiality and integrity of patient data, both during the doctor's use of the App and after termination.

# 11. Limitation of Liability

#### **Disclaimer of Warranties:**

- 1. **Use at Your Own Risk:** The use of this telemedical app for consultations is at your own risk. We make no warranties, whether express or implied, regarding the accuracy, reliability, or completeness of the information provided. Medical advice given through the app is for informational purposes only.
- 2. **No Medical Practitioner-Patient Relationship:** Using this app does not establish a doctor-patient relationship with any healthcare provider. The information and advice provided should not be considered a substitute for in-person medical consultations.
- 3. **No Endorsement:** We do not endorse or recommend any specific healthcare provider, and we do not

guarantee the qualifications or expertise of doctors using the app.

## **Exclusion of Damages:**

- 4. **No Liability for Damages:** In no event shall the app, its operators, or affiliated parties be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any other damages, including but not limited to damages for personal injury, medical malpractice, wrongful diagnosis, or emotional distress.
- 5. **Technical Issues:** We are not liable for any interruption, disruption, or unavailability of the app due to technical issues, including but not limited to server downtime, software errors, or connectivity problems.
- 6. **Third-Party Services:** The app may provide links or access to third-party services or content. We are not responsible for the content, services, or actions of these third parties, and you access them at your own risk.

#### **Indemnification:**

7. **User Responsibility:** By using this app, you agree to indemnify and hold harmless the app, its operators, and affiliated parties from any claims, liabilities, damages, and expenses (including attorney's fees) arising from your use of the app, your violation of these terms and conditions, or your violation of any applicable laws.

- 8. **Third-Party Claims:** You also agree to indemnify and hold harmless the app, its operators, and affiliated parties from any claims brought by third parties arising from your use of the app, including any claims related to the content you submit or your interactions with healthcare providers.
- 9. **Applicability:** This limitation of liability and indemnification clause shall survive the termination of your use of the app and remain in full force and effect.
- 10. **Contact Information:** If you have any questions or concerns about these terms and conditions, please contact us at [hi@hospiyou.com].
- 11. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of Delaware. Any disputes or claims arising from these terms and conditions shall be subject to the exclusive jurisdiction of the courts in Delaware.

By using this Hospiyou telemedical app, you acknowledge that you have read, understood, and agreed to these terms and conditions. If you do not agree with any part of these terms, you should not use the app for medical consultations

# 12. Changes to Terms and Conditions

a. Modification of Terms

- The Company(Hospiyou,inc) reserves the right to modify, amend, or revise these Terms and Conditions at any time without prior notice. Any changes will be effective immediately upon posting.
- It is the responsibility of the doctors to review these Terms and Conditions periodically to stay informed about any modifications.

# b. Notification of Changes

- In the event of any changes to these Terms and Conditions, the Company(Hospiyou,inc) will make a reasonable effort to notify doctors through the telemedical app.
- Notification may include, but is not limited to, pop-up notifications, email notifications, or an announcement on the app's homepage.
- Doctors are encouraged to provide accurate and upto-date contact information to ensure they receive timely notifications.
- The Company(Hospiyou,inc) may also, at its discretion, notify doctors of significant changes via email to the address associated with their account.
- The Company(Hospiyou,inc) shall not be held liable if a doctor fails to receive notifications due to outdated or incorrect contact information.
- Doctors are responsible for reviewing the revised
  Terms and Conditions. Continuing to use the Hospiyou
  telemedical app after changes are made implies
  acceptance of the modified terms.

 If a doctor disagrees with any revised terms, they should refrain from using the Hospiyou telemedical app and may terminate their account as outlined in these Terms and Conditions.

By using the Hospiyou telemedical app, doctors acknowledge and agree to abide by these Terms and Conditions, including the provisions regarding changes to the terms. It is important for doctors to review the Terms and Conditions regularly to ensure compliance with the latest policies and guidelines.

# 13. General Provisions

- **a. Entire Agreement** These Terms and Conditions, along with any additional agreements, policies, or guidelines incorporated herein, constitute the entire agreement between the doctor and the Hospiyou telemedical app platform ("Platform"). Any prior understandings, verbal agreements, or written contracts are superseded by these Terms and Conditions.
- **b. Severability** In the event that any provision of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall endeavor to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely achieves the original intent.

- c. Waiver of Rights The failure of either party to exercise or enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the party granting the waiver. A waiver of any specific instance shall not be considered a waiver of any future rights or instances.
- **d. Contact Information** For all matters related to these Terms and Conditions or the use of the telemedical app, the doctor may contact the Platform at the following address:

[Hospiyou,inc]

[116 Dr Ivan Basanovich, Bulgaria]

Delaware 651 N Broad St, Suite 201, city of Middletown, zip code 19709, and county of New Castle.

hi@hospiyou.com hospiyou@gmail.com

[+359877000582, +234 807 796 0342, +234 806 531 8644 ]

www.hospiyou.com

The Platform may contact the doctor at the contact information provided during the registration process or as updated subsequently by the doctor.

These Terms and Conditions were last updated on [26<sup>th</sup> October,2023]. Any updates or modifications to these Terms and Conditions will be communicated to the doctor via the

email address associated with their account and will be effective upon posting on the Platform.

By using the Hospiyou telemedical app, the doctor acknowledges that they have read, understood, and agreed to these Terms and Conditions, including the General Provisions outlined in section 13. If the doctor does not agree with any part of these Terms and Conditions, they should refrain from using the app.

# 14. Additional Legal Disclosures

## a. Notice regarding Medical Emergency

- 1. While providing consultations through this telemedical app, doctors are obligated to emphasize to patients that this platform is not a substitute for emergency medical care.
- 2. In the event of a medical emergency, doctors must instruct patients to immediately seek in-person medical attention or contact local emergency services. Doctors must not delay or deter patients from seeking appropriate emergency care.

# b. Reporting of Misconduct

- 1. Doctors using the telemedical app are expected to maintain the highest ethical and professional standards.
- 2. Any incidents of misconduct, including but not limited to unethical behavior, patient mistreatment, or breaches of patient confidentiality, must be reported promptly to the platform administrators.
- 3. The app will have a mechanism for reporting misconduct and will conduct an internal investigation into any such reports, taking appropriate actions as deemed necessary.

## c. Legal Compliance

- 1. Doctors using this telemedical app must adhere to all local, national, and international laws and regulations governing the practice of medicine and telehealth services.
- 2. Doctors should have the necessary qualifications and licenses required to practice medicine in the jurisdictions where they offer their services through the app.
- 3. It is the responsibility of doctors to stay informed about legal changes and requirements that may affect their practice.
- 4. The telemedical app provider is not liable for any legal issues arising from the doctor's failure to comply with applicable laws and regulations.

By using this telemedical app, doctors agree to abide by these terms and conditions, including the additional legal disclosures outlined in Section 14. Failure to comply with these terms may result in the termination of their access to the platform and, if applicable, legal actions.

This document is effective as of the date of acceptance by the doctor and may be updated by the app provider with notice to the doctors. Doctors are encouraged to regularly review these terms and conditions to ensure ongoing compliance.

# 15. Contact Information

## a. Contact Details for Inquiries

For any inquiries related to the use of the Hospiyou App or these Terms, Doctors can contact the App's customer support team through the following methods:

- Email: [ <u>hi@hospiyou.com</u> , <u>hospiyou@gmail.com</u> ]
- Phone: [ +359877000582 , +234 807 796 0342 , +234 806 531 8644 ]
- Mailing Address: [ 116 Dr Ivan Basanovich, Bulgaria]

# b. Legal Entity Information

[Hospiyou] is operated by [Hospiyou,inc], a registered company in accordance with the laws of [Delaware,USA]. The legal entity information is as follows:

Legal Entity Name: [Hospiyou,inc]

- Registered Office Address: [116 Dr Ivan Basanovich, Bulgaria] [Delaware 651 N Broad St, suite 201, Middletown, New castle, Zip Code – 19709
- Registered Company Number: SR# 20233513699
- Legal Entity Contact Email: [ hi@hospiyou.com ]