

DR CALL AWAY™ TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR MOBILE APP AND RELATED WEBSITE.

These Terms of Use is a legally binding agreement between Savon Nettoyage Limited, trading as Dr Call Away™, a Nigerian limited liability company with its principal offices in Lagos, Nigeria (referenced as “we”, “our” or “us”), and you, (referenced as “you” or “your”) the user of Dr Call Away™’s mobile app service (the “App”) and related website at www.drcallaway.com, including the mobile-optimized versions of such website (the “Site”) (collectively the “Dr Call Away™ Platform”).

By accessing the Dr Call Away™ Platform and/or by using the Services (hereinafter defined) and/or by clicking the “I Agree” button, you unconditionally agree to abide by and be bound by this Agreement and our Privacy Policy. If you do not agree to be bound by and comply with all of the terms of this Agreement, please do not use the Services.

We may update the terms from time to time, and will always notify you of such updates. If you do not agree to, or cannot comply with the terms as amended, you should not use the Dr Call Away™ Platform. You will be deemed to have accepted these terms as amended if you continue to use the Dr Call Away™ Platform after any amendments are made. If you have any questions or ideas, or if you need to provide notice to us, don’t hesitate to contact us at info@drcallaway.com.

ABOUT OUR SERVICES

Dr Call Away™ is a telehealth services that uses modern technology to provide primary healthcare that is affordable and convenient.

The service connects qualified and independent medical practitioners (“Practitioners”) with patients via the Dr Call Away™ app or website. The services provided via the Dr Call Away™ Platform (the “Services”) include:

- remote video and voice clinical consultation services (“Clinical Services”) provided by Practitioners which comprise:

- general clinical consultations
 - fertility consultations
 - therapy consultations

- homecare, nutrition and wellness referral services

- information services, through digital healthcare tools, that provide health and lifestyle information

You hereby acknowledge that Dr Call Away™ does not provide health care services, or function as a healthcare services provider, hospital, clinic or dispensary. All such services are provided by independent medical practitioners, who are not employed by Dr Call Away™ or any of its affiliates.

Dr Call Away™ shall however ensure that:

- the Practitioners are duly qualified and accredited to provide healthcare services.
 - the Practitioners, in providing healthcare services, adopt best practices, and comply with all applicable laws and regulations.

The user shall be at liberty to request for the credentials of a Practitioner, and same shall be supplied upon request.

Some medical conditions are not suitable for remote consultations via the Dr Call Away™ Platform and we recommend that you check the details of our subscription plans prior to use of the services, which may help you in assessing their suitability in relation to your symptoms. Also, you should always seek advice from a medical practitioner in person if you are unsure about whether you have been able to explain or communicate your medical needs to our Practitioners, or if you have any concerns about the advice you receive from the Practitioners, or if it is different from other advice you have received. Services are currently only provided in English, Yoruba, Igbo and Hausa.

You should not use our services in an emergency, or if you have a condition that you know will require a physical examination. If you think you have a medical emergency, you should call your doctor or visit your closest hospital or health center immediately.

Except for Clinical Services provided via the Platform, all other services provide healthcare information, and should not be considered as a substitute for medical advice, diagnosis and/or treatment. They provide information to you based on information entered. They do not diagnose your own health condition or make treatment recommendations for you. You should not take or stop taking any action (such as taking medicines) based on information from our information services, and we make no warranties in relation to same.

The Clinical Services provided via the Dr Call Away™ Platform are provided by appropriately qualified, and experienced staff and Practitioners registered with the Nigerian Medical Association (NMA). If you think that the services you received have not met this standard, please contact us as soon as possible and we will use our best endeavours to resolve your complaints.

The Practitioners will not prescribe medicines unless it is, in their judgement, in their patient's best interests.

By completing and submitting the Dr Call Away™ questionnaire, the Practitioner provides a report based on the information provided by you ("Report"). Neither the Report, nor other outputs from the questionnaire constitute medical advice, diagnosis or acts as a substitute for a doctor. Reports are personalised to you, as they are generated solely on the basis of information you enter and general information and risk factors.

OUR PARTNERS

In certain instances, Dr Call Away™ may collaborate with any of the following independent third parties in the provision of the Services:

- Pharmacies for the dispensing of drugs and medicines recommended by the Practitioners
- Medical Laboratories for pathology and diagnostic services
- Dieticians

Our Partners are independent contractors and as such are not staff of Dr Call Away™. Dr Call Away™ shall however, ensure that they are duly licensed to provide the services, as applicable. You acknowledge that Dr Call Away™ shall not be responsible or liable for any loss, claim or damages arising from your purchase of such third party health services/products, and Dr Call Away™ does not control the services or content accessed in connection with such third parties.

Where you decide to utilize any of the collaborated services, you agree to strictly follow the instructions and terms of usage of such services, and Dr Call Away™ will not be liable for any loss that may occur from any failure to abide by the said terms.

You hereby agree that the use of discount and/or promotional codes with any third party partner is in agreement with Dr Call Away™'s terms and conditions, as applicable. You agree that Dr Call Away™ will not be liable for any loss that may arise from your failure to follow the necessary instructions or terms. You also agree that referrals cannot be redeemed for cash.

INTENDED USERS

The Service is available only to users who are at least 18 (eighteen) years old, or at least 16 (sixteen) years old with the consent of a parent or legal guardian. The Service may be used by children under 16 (sixteen) years of age in accordance with Paragraph 11.1.

If you are using the Service for the benefit of a child, please do not provide information relating to such child unless you have obtained the child's parents' or guardians' consent, including their consent to our Privacy Policy. If you discover that your child has been using the Service without your consent, or that someone has been using the Service for or on behalf of your child without your consent, please contact us immediately at info@drcallaway.com and we will take reasonable steps to delete the child's information from our active databases.

By accessing and using the Services, you agree as follows:

- a. You hereby CONSENT to the processing of your information in the manner as provided in our Privacy Policy.
- b. Any and all registration information you submit is truthful and accurate, and you will maintain the accuracy of such information.
- c. Your use of the Service will not violate any applicable law, regulation, order or guideline.
- d. You consent to receiving messages and promotional material offering in-Service purchases.

DISCLAIMER

Your use of any aspect of the Service is at your sole discretion. You must consult with healthcare providers and make your medical decisions based on their advice.

If you use and/or access the Service on or from an Android device which you or someone else rooted or on or from an iOS device which you or someone else jail broke, Dr Call Away™ shall not be responsible for the security of your data, including your personal information, and you shall bear all responsibility for any breach, illegal access, loss and/or corruption of such data.

Dr Call Away™ is not liable for consultations given by the Practitioners - all opinions and diagnoses are strictly that of the Practitioners. However, in the event of negligence by a Practitioner Dr Call Away™ undertakes to take appropriate steps including reporting such Practitioner to the applicable regulatory body for sanctions.

DR CALL AWAY™ MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN RESPECT OF THE SERVICE. INFORMATION REGARDING MEDICATIONS, HEALTH, MEDICAL ADVICE AND OTHERWISE MAY BE PROVIDED BY THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE. WE CANNOT ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT OF ANY SUCH CONTENT WHICH IS PROVIDED BY THIRD PARTIES AND/OR ANY OTHER USERS OF THE SERVICE.

ANY ACTIONS YOU TAKE BASED ON CONTENT, NOTIFICATIONS AND OTHERWISE PROVIDED ON THE DR CALL AWAY™ PLATFORM ARE TAKEN AT YOUR SOLE RISK. YOU SHOULD ALWAYS CHECK ANY INFORMATION PROVIDED THROUGH THE SERVICE TO ENSURE ITS ACCURACY.

To the extent permitted by law, Dr Call Away™ will not bear any liability for any direct, indirect or consequential loss, harm or damage whatever arising out of or associated with the use of the Services provided by independent third parties on or via the Dr Call Away™ Platform.

USER RESPONSIBILITY

If you submit any information to us through or related to the Service or send us any business information, feedback, idea, concept or invention to us by e-mail, you shall ensure that you have all necessary permission to submit or otherwise make available such information. You further agree that:

- a. you will not reproduce, duplicate, copy, sell, resell, or exploit the Service, its Content, its software or any portion of any of the foregoing.
- b. you will not use the Service for any purpose in violation of local, state, national or international laws.
- c. you will not solicit another user's password or personal information under false pretenses.
- d. you will not impersonate another person or entity or otherwise misrepresent your affiliation with a person or entity, and/or use or access another user's account or password without permission.
- e. you will not violate the legal rights of other users, by defaming, abusing, stalking or threatening other users;
- f. you will not infringe the intellectual property rights, privacy rights, or moral rights of any third party;
- g. you will not post or transmit any Content that is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or unauthorized; or further such activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material.
- h. you will not publish falsehoods or misrepresentations, including with respect to any medical or health information.
- i. you will not post or transmit any Content that is (or reasonably should be understood to be) libelous, defamatory, obscene, offensive (including material promoting or glorifying hate, violence, or bigotry or otherwise inappropriate to the community ethos of the Service).
- j. you shall not collect or mine data relating to other users of the Service.
- k. you shall not interfere or attempt to interfere with the proper working of the Service or otherwise disrupt the operations or violate the security of the Service. Violations of system or network operation or security may result in civil or criminal liability.

You agree to comply with all user responsibilities and obligations as stated in this Agreement. We will investigate possible occurrences of any violations, and we may involve the law enforcement authorities in prosecuting anyone involved with such violations.

Non-enforcement of any of the above terms, or our failure to act with respect to a breach by you does not constitute consent or waiver, and we reserve the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Nothing contained in this Agreement shall be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct.

We will upon investigation of suspected violations of these terms or illegal and inappropriate behavior relating to the use of the Service, notify and fully cooperate with any law enforcement investigation or

court order ordering us or directing us to disclose the identity, behavior or activities of anyone believed to have violated these terms or to have engaged in illegal behavior.

LICENSE GRANT

We hereby grant to you a limited, non-exclusive, non-assignable, non-sublicensable license to access and use the Services, and any user guides, specifications or related documentation (the “Documentation”), subject to the terms and conditions of this Agreement.

Asides the modes of gaining licence to access the Service as provided on the App and the Site, an alternative mode of gaining access is through tokens or vouchers which can be resold by authorized third parties.

This grant of license is only for your personal and non-commercial use and subject to the terms of this Agreement.

To the extent not limited or restricted under any applicable law or regulation, you are granted permission to temporarily download one copy of the App solely for personal, non-commercial use on each mobile device that you own or control. You may not distribute or make the App available for use by others on multiple devices simultaneously.

Under this license, except as and only to the extent any of the following restrictions are prohibited by applicable law or any of the restricted activities are permitted by the licensing terms of any open-sourced components incorporated into the App, you may not:

- a. lend, rent, lease, sell, redistribute, assign, sublicense or otherwise transfer the App or the right to download or use the App.
- b. use the Services for any commercial purpose or for any commercial or non-commercial public display.
- c. copy, decompile, reverse engineer, disassemble, attempt to derive the source code of the App, any App updates, or any part of the App or updates, or attempt to do any of the foregoing.
- d. copy, modify or create derivative works of the Services, Documentation, updates or any part of the Services, Documentation or updates.
- e. remove any copyright or other proprietary notices from the App, Documentation, or the Site.
- f. transfer the Content or materials from the App or Site to anyone else or “mirror” the same on any server.
- g. circumvent, disable, or otherwise interfere with security-related features of the Service.
- h. use any robot, spider, site search or retrieval Service; or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Service.
- i. harvest, collect or mine information about other users of the Service.
- j. post or transmit any virus, worm Trojan horse or other harmful or disruptive element.
- k. violate any applicable law, rule or regulation in using the Services.
- i. use any logo or other proprietary graphic or trademark of ours, our partners or affiliates without our express written permission.

In the event of a violation of any of these restrictions (as determined by us), the license granted hereunder will be automatically revoked, and you may be liable to prosecution and damages.

THIRD PARTY SITES & OPEN-SOURCE SOFTWARE

The Platform may contain links to other independent third-party websites ("Third party Sites"). Third party Sites are not under our control, and we are not responsible for and do not endorse their content.

You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them, or disclosure of personal information. To this end, we encourage you to read the privacy policies of Third party Sites before using or accessing same.

If any open-source software is included in the App, the terms of an open-source licence may override some of the terms set out in this section.

REQUIREMENTS FOR THE PROVISION OF SERVICES

We can only provide you with services in accordance with these terms if you provide us with the information we need in order to help you. Accordingly, you must ensure that:

- a. any information you give to us or a Practitioner, or enter into the App is accurate and in English.
- b. if you have any concerns about the information we provide you or any information in the App or the Websites, you seek further medical advice.
- c. you follow any instructions you are given by Practitioners.
- d. you follow any instructions regarding the use of any medicines or healthcare products recommended or prescribed by the Practitioners (including in respect of use-by dates).
- e. you report any adverse or unexpected effects of treatments recommended by a Practitioner.
- f. you keep any medicines given to you securely and do not allow others (especially children) to use them or have access to them.
- g. you promptly notify us if any information about you on our database is or becomes inaccurate or incomplete.
- h. you use our services only for yourself, unless you are helping a child.

An accurate record of your use of the Services is required to efficiently provide the Services. Accordingly, please do not register more than once for the Services.

TECHNICAL REQUIREMENTS FOR USING THE APP

The App includes software provided by people other than the Company, and uses certain data that you provide to it in order to work.

The App operates only on iPhone version 4S or higher running iOS 10 or higher, or Android-enabled phones running Android v4.3 or higher. It requires a consistent 3G, 4G or faster data connection and does not operate reliably on GPRS or EDGE connections.

We recommend that if you are using a wireless network to access the App, you avoid use of public wi-fi facilities in favour of a personal wi-fi connection, and that the wireless network is secured with WPA-2

security. We recommend that the device from which you access the App is password protected, set to lock after a short period of inactivity, and protected with suitable anti-virus and anti-malware software.

From time to time, updates to the App may be made available to you. We recommend that you use the latest version of the App at all times, to take advantage of the latest enhancements. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

While we will take adequate measures to ensure the optimal performance of the Services on the Platform, we do not warrant or guarantee that the Service will function with your mobile or computing device or be compatible with the hardware or software on any particular devices. Information will be transmitted over a medium that is beyond our control; multiple factors, including network availability, may affect alert or notification delivery or otherwise interfere with the operation of the Service. Without limiting the foregoing, we, and our licensors make no representations or warranties about the availability, accuracy, reliability, completeness, quality, performance, suitability or timeliness of the Service or Content, including software, text, graphics, links, or communications provided on or through the use of the Service. Although we take reasonable measures to keep the Service free of viruses, worms, Trojan horses or other code that contain destructive properties, we do not warrant or guarantee that files available for downloading through the Service will be free of such contaminations.

REGULATION OF THE SERVICES

The Clinical Services provided on the Dr Call Away™ Platform by the Practitioners are regulated by the Nigeria Medical Association (whose website is www.nationalnma.org).

If you are accessing the Services from outside Nigeria, you should check whether it is lawful to access our services in the territory where you are. We provide our services in compliance with Nigerian laws and regulations, and cannot take responsibility for any differences between these rules and any different rules applying to healthcare services in other jurisdictions.

CHILDREN AND OUR SERVICES

Adults can use our services on behalf of children, but children shouldn't use our services themselves.

Children under 16 (sixteen) years old may have an account opened for them by a parent or legal guardian, and such parent or legal guardian shall supervise the child's use of our services at all times.

Young people between 16 (sixteen) and 18 (eighteen) years may use our services and open their own account with us, only if an adult has agreed to use of their credit or debit card for the payment of charges.

We may suspend services or terminate a user account if we reasonably suspect that it is being used in breach of the restrictions contained in this paragraph.

DISCOUNTS/ PROMOTIONAL CODES

Dr Call Away™ may collaborate with third parties to provide free or discounted plans for users.

Where a discount is provided for the Service, the user shall be responsible for paying the difference in order to access the Service.

Discounts/ promotional codes ("Codes") shall be valid for a specified period ("Validity Period"), which shall be communicated to the user. Where the user fails to cancel the subscription at the end of the Validity Period, the user shall be charged a renewal fee for the subscription.

You hereby agree that the Codes:

a. may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Dr Call Away™; and

b. may only be used in accordance with such terms as may be specified by us.

Dr Call Away™ reserves the right to withhold or deduct credits or other features or benefits obtained through the use of a Code by a user in the event that we determine or believe that the use or redemption of the Code was in error, fraudulent, illegal, or in violation of the applicable terms or these Terms.

EXPORT RESTRICTION

Except as authorized by Nigerian law and the laws of the jurisdiction in which the Service was obtained or is used, you may not use, export or re-export the Service. Specifically, and without limiting the foregoing, the Service may not be exported or re-exported into any Nigerian or international embargoed countries or to anyone on an internationally Denied Person's List or Entity List or Specially Designated Nationals. You represent and warrant that you are not on any such list or located in any such country and that you will not use the Service for any purposes prohibited by Nigerian or other applicable law.

LIMITATIONS AND/OR RESTRICTIONS REGARDING THE SERVICES

We do not guarantee the availability of any particular Practitioner at any particular time. We will do what we can to arrange a consultation with a Practitioner as soon as possible, but do not guarantee to offer consultations within a particular time. Consultations generally are limited to 10 (ten) minute durations (with general practitioners) and 20 minutes (with specialist clinicians based on appointments).

Other than for Clinical Services, if you choose to submit details about your symptoms in the App, the information returned is on the basis of general healthcare information and not as personalised health advice for you. Where the information returned indicates that the symptoms entered necessitate further medical advice, you acknowledge that you are responsible for seeking such advice from your doctor or other medical professional.

Practitioners may hold different clinical opinions on the same medical condition or symptoms and, provided these opinions are reasonably held, the fact that two or more Practitioners give different opinions in the course of service provision does not necessarily indicate that the Services are defective.

We do not tolerate abuse or offensive behaviour towards Practitioners.

The Services are designed to be accessed remotely by any of our customers in English. A Practitioner may communicate in other Nigerian languages at his own discretion.

Certain personal information may be requested of you to effectively provide the Services. If you do not provide this information when requested, you may be unable to take benefit of the Services. While certain information controlled, generated by, displayed within or stored in the App may be helpful in providing warning of certain medical or health conditions or circumstances, the App is not designed as, nor may you use it as, a device to detect, diagnose, treat or monitor any medical or health condition or to establish the existence or absence of any medical or health condition.

We may suspend your access to services or terminate your account with us if your use of services breaches any of these terms.

In the event that the provision of the Services is interrupted by events outside our control, we will use our best endeavours to notify you as soon as we can and take the steps that we reasonably can to minimise the interruption to our services. We shall however not bear any liability in this regard.

ACCESSING OUR SERVICES

Our services are accessible using the internet, data networks and devices which can access the internet ("Infrastructure") and operate the App and our Websites. We make the App and our Websites available for access using the Infrastructure, but are not responsible for such Infrastructure ourselves. If you wish to use the services, you should ensure you have an internet-enabled device and a sufficient internet connection available.

Technical or security threats or issues affecting the Dr Call Away™ Platform may require us to suspend our services in order to ensure they are secure and/or operating optimally. We will minimise these suspensions, and will only refund charges or compensate you if they occur for more than 30 (thirty) days in aggregate in any 12 - month period, in which event you may cancel your agreement with us.

When you use the App or send e-mails to us, you are communicating with us electronically. We will communicate with you by e-mail or by posting notices, alerts, prompts, information fields or other information through the App as is necessary to deliver the services to you.

We operate anti-virus and malicious software prevention measures on the Websites and our App, but we cannot guarantee that our services will always be virus-free. You should ensure that your devices used to access services are protected against viruses and malicious software. You must not use or expose the App or the Websites to virus or malicious software contamination.

You must not attempt to gain unauthorised access to the services, App or Websites. Installation of the App on a device that has had its operating system compromised by the process of Jailbreaking (Apple iOS) or Rooting (Android) is not permitted and may result in the security of your personal data being compromised.

The App has not been developed to meet your individual requirements. It is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

YOUR PERSONAL INFORMATION

Your consultations via the app are recorded. Details of how we protect and use such recordings are set out in our Privacy Policy.

We use your personal information in accordance with our Privacy Policy. Please take the time to read it as it includes important details about how we secure and process your data.

PRICING AND PAYMENT

The price of our services ("Charges") will be set out in the App or on the website at the time of our commitment to provide services. Our prices may change at any time, but price changes will not affect any services that you have already ordered.

You will be responsible for paying the Charges, where applicable, unless otherwise stated.

We will usually charge or invoice you for services at the time you order them. Any amounts charged or invoiced are due and payable upon our invoice being issued unless otherwise specified in these terms or the App.

You can pay for services using a credit or debit card. Payment may also be by bank transfer, using the details as advised by us on the App.

Where payment is made by bank transfer, access to the services will only be granted upon confirmation by us of receipt of the payment.

Except otherwise agreed, subscriptions available within the App are monthly or annual subscriptions ("Subscriptions"), payable up-front in advance. For your convenience, the per-month price may be displayed.

Subscriptions will automatically renew and we will take payment at the end of each subscription period, unless you cancel the subscription prior to the end of the relevant subscription period. We may suspend the provision of the Services if you do not pay any of our Charges on time.

Except otherwise stipulated herein or agreed, any Charges paid shall not be refunded. Notwithstanding, we will refund any excess payments made for the Services within [xxx] days from the date you notify us of such payments.

OUR LIABILITY TO YOU

If we breach any of these terms and you suffer loss or damage, we are responsible for compensating you for that loss or damage if it was a foreseeable result of our breaching of these terms.

We are not responsible for compensating you for loss or damage that is not a foreseeable result of breaching these terms. We will also not be liable for indirect, incidental, special or consequential damages.

Other than the Clinical Services, our software and services are provided on an 'as is' basis without a warranty of any kind being provided by us.

in all cases of liability, we will not be liable to you for an amount greater than the fees paid to us by you.

If we provide digital content that is defective and damages a device or other digital content belonging to you, and we have not employed reasonable skill and care, we will compensate you or repair the device or content (at our election).

We will not be liable for any loss or damage resulting from defective digital content where you have failed to follow our usage instructions or advice in these terms.

We supply our services for personal use and we are not responsible for any losses you suffer arising out of the unauthorised use of the services.

The Platform is designed to keep your personal health data secure and it is important that you follow the usage instructions and advice in these terms in order to keep your data safe. We are not liable for loss or unauthorised access to your data which is occasioned by your negligence.

INTELLECTUAL PROPERTY

We own copyright and other intellectual property rights in the App, Documentation, Websites, the Services (as applicable) and their content ("DR CALL AWAY™ IPR").

You are permitted to use DR CALL AWAY™ IPR as may be required in order to receive the Services, store it on your device and print copies of it for your personal use. You may also transmit material containing DR CALL AWAY™ IPR to your doctor or another medical practitioner.

You are not permitted to copy, distribute, further develop, reproduce, re-publish, modify, alter, download, post, broadcast, transmit or make any business use of DR CALL AWAY™ IPR. You must not remove, alter or conceal or obscure any copyright, trademark, service mark or other proprietary notices regarding DR CALL AWAY™ IPR.

The DR CALL AWAY™ mark, logo, combined mark and logo and other marks indicated in our App are our

trademarks. Other graphics, logos, page headers, button icons, scripts, and service names are trademarks of other businesses or our affiliates or partners.

CANCELLATIONS

For our services, generally, there is no minimum subscription period and you can cancel your subscription with us at any time without additional charge. In such case, your cancellation will take effect at the end of the period you have paid for and no further payment will be taken.

Where you cancel your subscription, you shall not be entitled to a refund of the subscription fee paid. In the event of cancellation of a specialist appointment, you will only be allowed to reschedule the appointment.

If you want to cancel your agreement under this section, kindly notify us by emailing us at info@drcallaway.com.

CUSTOMER SUPPORT

You may utilise the offline service feature on the Dr Call Away™ Platform which ensures your continued access to licensed medical practitioners in the event of a network failure.

All complaints and support required in the provision of the Services may be communicated via the following channels:

a. In-app reporting feature on the Dr Call Away™ Platform

b. Email: [\[info@Dr Call AwayTM.com\]](mailto:info@Dr Call AwayTM.com)

We shall use our best efforts to promptly respond to and/or address requests and complaints made in relation to the Services.

COMPLAINTS AND DISPUTES

If you have a complaint about the Services, we would like to resolve it as soon as possible. Please tell us about your complaint as soon as you can so that we can do this.

If you wish to make a formal complaint about our services, you should do so as soon as possible by contacting us via any of the channels provided above. We may ask you for certain details about you and your complaint in order to address it. Please provide these as soon as you can so that we can resolve your complaint quickly.

Where your complaints involve our onboarded Practitioners, your complaints would be handled and investigated in accordance with the professional rules applicable to our Practitioners and in respect of the Services. We will also communicate to you the outcome of our investigation into your complaint and give you the chance to discuss same with us.

If we are unable to resolve a disagreement amicably, either of us can refer the dispute to the Lagos Multi-Door Courthouse (LMDC) for mediation, which shall be conducted in accordance with the LMDC Mediation Procedure Rules or such other rules mutually agreed rules.).

If for any reason, the dispute is not resolved by mediation, either of us may refer the dispute to arbitration, in accordance with the provisions of the Arbitration and Conciliation Act Cap A18, Laws of the Federation of Nigeria 2004. The venue of the arbitration shall be Lagos State.

Neither party shall be precluded from seeking any injunctive reliefs in the courts of law.

These terms are governed by Nigerian law and the Nigerian courts shall have exclusive jurisdiction to hear any claim arising out of or in connection with these terms or the use of the Services.

OTHER IMPORTANT TERMS

If there is any proposed transfer of our rights and obligations under these terms, we will always notify you in writing and this will not affect your rights under these terms.

As the Services provided via the Platform are personalised, you may only transfer your rights or your obligations under these terms to another person with our written consent.

The agreement for the provision of the Services is between you and us. Accordingly, only you can enforce that agreement (although a parent or guardian may enforce same on behalf of a person under 18 whose use of our services is allowed in accordance with these terms).

APPLE, INC.

This provision only applies in respect of the version of the App used on devices of Apple, Inc.

This Agreement is an agreement between you and us. Apple has no responsibility for the App or the content of the App, including in respect of claims of intellectual property infringement, product liability or that the App does not conform with applicable law.

To the maximum extent permitted by applicable law, Apple provides no warranty in respect of the App and has no obligation to provide support in respect of the App. All claims in respect of the App must be directed to us and not to Apple. Your use of the App must be in compliance with the App Store Terms of Service, and you may only use the App on an iPhone or iPod that you own or control as permitted by such terms.

EXPORT RESTRICTION

Except as authorized by Nigerian law and the laws of the jurisdiction in which the Service was obtained or is used, you may not use, export or re-export the Service. Specifically, and without limiting the foregoing, the Service may not be exported or re-exported into any Nigerian or international embargoed countries or to anyone on an internationally Denied Person's List or Entity List or Specially Designated Nationals. You represent and warrant that you are not on any such list or located in any of such country and that you will not use the Service for any purposes prohibited by Nigerian or other applicable law.

TERMINATION

This Agreement is effective until terminated by either you or us.

You may request termination of your account at any time by sending an e-mail to info@drcallaway.com, provided that you shall be required to discontinue any further use of the Service.

If you violate this Agreement, any permission and/or license(s) granted hereunder for the use of the Service, shall be automatically terminated.

We may, in our sole discretion, terminate this Agreement and your access to any or all of the Service, at any time and for any reason. Where this Agreement is terminated without cause by us, and you have a subsisting subscription, we will refund the proportion of the Charges you have already paid.

Where this Agreement is terminated as a result of your breach of this Agreement, no refund of any paid amount shall be refundable. This action shall be in addition to and not in lieu or limitation of any other right or remedy that may be available to us.

Upon any termination of the Agreement by either you or us, you must promptly uninstall the App on all of your devices and destroy all materials downloaded or otherwise obtained from the Service, all Documentation, and all copies of such materials and Documentation.

Termination of these terms shall be subject to any portions hereof that impliedly survive expiration or termination.

ENTIRE AGREEMENT

These terms constitute the entire agreement between you & Dr Call Away™ pertaining to the subject matter hereof. Anything contained in or delivered through the Service that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. This agreement may be superseded by any subsequent terms agreed between an individual and Dr Call Away™.

SEVERABILITY

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

ASSIGNABILITY

You agree that this Agreement and all incorporated agreements between you and us may be assigned by us, in our sole discretion to any third party.

CONTACT INFORMATION

All notices to you relating to this Agreement shall be posted on the Service or sent to you at the e-mail or physical address, if any, that you provided to us. All notices to us relating to this Agreement may be made by e-mail t