## **Medvisor Confidentiality Agreement**

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# general terms and subject matter

## This Medvisor ConfidentialityAgreement (“**Agreement**”) regulates the relationship between the users (depending on the context hereinafter referred to as “**you**”, “**your**” or “**Users**”) of the internet resource [www.Medvisor.tech](http://www.profmedlink.com) (“**Website**”) and Medvisor s.r.o. (depending on the context hereinafter referred to as “**we**”, “**us**”, “**Medvisor**” or “**Company**”) as the holder of the exclusive rights to Medvisor Software (as defined in Clause 2.1 below)in part ofcollection and protection of data provided by the Users.

## Medvisor Software is generally intended to provide information and/or reception services to help you get useful data about healthcare service and arrange your visits to medical specialists of all type and levels all over the world with the use of the functionality of the mentioned software and/or applications (“**Services**”, a more detailed description of Services is given in Clause 2.1 below).

## This Agreement regulates the rights and obligations of the Parties in part of information security matters, explains how we collect, use, share and protect personal information about the Users, including the Practitioners, End-Users and Casual Visitors (as defined in Clause 2.1 below)of the Website, covers confidentiality and Personal Data protection matters. We created this Agreement to demonstrate our commitment to the protection of your privacy and your personal information.

## You acknowledge that you unconditionally agree that becoming a User signifies you assent to the terms of this Agreement. Your visit to the Website, your use of and access to the Services are subject to this Agreement. BY CONFIRMING THAT YOU ARE BOUND BY THIS AGREEMENT (BY THE MEANS stipulated herein and PROVIDED ON THE WEBSITE), BY USING THE SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU AGREE TO THE PRACTICES AND POLICIES OUTLINED IN THIS AGREEMENT AND YOU HEREBY CONSENT TO OUR COLLECTION, USE AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THE TERMS OF THIS AGREEMENT, AT OUR SOLE DISCRETION, AT ANY TIME, allowing you the review the changes made. IF YOU DO NOT AGREE WITH THIS AGREEMENT AT ANY TIME, DO NOT USE ANY OF THE SERVICES OR GIVE US ANY OF YOUR INFORMATION. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORISED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS AGREEMENT ON SUCH INDIVIDUAL’S OR ENTITY’S BEHALF.

## In addition to this Agreement certain Personal Data protection and confidentiality matters, as well as the Parties’ rights and obligations, intellectual property items, registration process, privacy statements, liability and other matters related to the use of the Website and other Medvisor Software are governed by Medvisor User Agreement which is also available on the Website and the acceptance of which provisions is also a condition of each User’s use of and access to the Services (“**User Agreement**”). The acceptance of the provisions of both this Agreement and the User Agreement is the binding condition for the use of the Website. You cannot choose to accept the conditions of this Agreement refusing to accept the ones of the User Agreement and vice versa.

# definitions and interpretation

## Unless the context requires otherwise, capitalized terms used in this Agreement shall have the following meanings:

## “**Agreement**” means this Agreement as amended from time to time including all its schedules as well as any supplementary agreements hereto (if any);

## “**Casual Visitors**” means unregistered users of the Website and/or Medvisor mobile application and “**Casual Visitor**” means any of them individually;

## “**End-Users**” means individual human accessing the Website or other software and applications provided under the name of “Medvisor” and using or intending to use the Services and “**End-User**” means any of them individually;

## “**Medical Centre**” means a clinic, hospital, nursing facility, and/or other medical institution where the Practitioners are expected to receive their patients;

## “**Parties**” means collectively the Company and the User;

## “**Personal Data**” has the meaning indicated in Clause 3.1 below;

## “**Practitioners**” means medical specialists of all qualifications, type and level information on whom is being provided on the Website and “**Practitioner**” means any of them individually;

## “**Medvisor Software**” means software, database, computer program, know-how, all the texts, design works and other intellectual property items constituting the Website, other software and applications provided under the name of “Medvisor”, including but not limited to Medvisor mobile application, trade, service marks, brand names and other means of individualization including the word “Medvisor” as well as any other intellectual property items used in course of rendering the Services and/or related thereto;

## “**Services**” means collectively the following services rendered with the use of Medvisor Software:

### information services aiming to provide you with useful data about the healthcare services provided by the Practitioners, including but not limited to such Practitioner’s:

#### specialization, education, upgrade qualifications, practice and (if applicable) scientific activities;

#### practice image including medical services to be rendered by them, customer base and their patients’ feedback (in impersonalized form);

#### contact details, including information of the respective Medical Centre;

#### medical cost and other terms of service; and

#### other factual, statistic and alike information;

### reception services aiming to arrange your visits to the Practitioners and book your appointments with them all over the world;

### marketing and promotion services aimed to allow the Practitioners to build and individualize their portfolio as well as enjoy other advanced options (including those set out in Clause 4.2(d) of the User Agreement);

### workflow management related to the rendering and use of the aforementioned healthcare services; and

### other relevant services as may be offered from time to time.

## Depending on the moment of time and the particular User’s condition (enjoying the status of either an End-User, Casual Visitor or Practitioner) the aforementioned services can be available all at once or just some of them;

## “**User Agreement**” means Medvisor User Agreement available on the Website as amended from time to time including all its schedules as well as any supplementary agreements thereto (if any);

## “**Users**” means collectively End-Users, Casual Visitors and Practitioners;

## “**User’s Account**” is a personalized section of the Website closed for public review, accessed by the User by way of entry of its login and parole; and

## “**Website**” means the website located under the domain name <http://www.Medvisor.tech>.

## Unless the context requires otherwise, words in the singular shall include the plural, and vice versa.

## Reference to any particular Clause shall be to the appropriate Clause of this Agreement.

# collection of information and personal data protection

## Generally some of the Services require us to know who you are so that we can best meet your needs. When you access the Services, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you (“**Personal Data**”). Without prejudice to the generality of the above, Personal Data collected by us from you may include (but is not limited to) the following:

### contact data (such as your email address and phone number);

### demographic data (such as your gender and your date of birth);

### data regarding your usage of Services and history of the appointments made by or with you through the use of Services;

### insurance data (such as your insurance carrier and insurance plan);

### financial information such as bank accounts, credit and debit card details or other payment instrument details, including those set out in Clause 4.1(d)(ii) of the User Agreement;

### physical, physiological and mental health condition;

### sexual orientation;

### medical records and history, including, among other things, diagnosis, surgical procedures you have undergone, hospitalization information;

### biometric information;

### visitor details as provided at the time of registration or thereafter;

### call data records;

### healthcare services that would benefit you;

### information set out in Clause 4.1(a)(iii) of the User Agreement provided by you in course of your registration on the Website; and

### other relevant information that you voluntarily choose to provide to us (such as information shared by you with us through emails, letters, SMS messages and/or otherwise as stipulated by Medvisor Software).

## All the information provided to Medvisor by a User, including Personal Data, is voluntary. You understand that Medvisor may use certain information of yours (including Personal Data) for the purpose of:

### providing you the Services and/or other proper performance of our obligations under this Agreement,

### (in an aggregated, anonymized and non-personally identifiable form) research, statistical and other analysis, business intelligence and commercial purposes (including the sale or another transfer of such data to the third parties and affiliates);

### publishing such information on the Website (relevant to the Practitioner’s only in part of building their respective profiles);

### contacting the Users for offering them the new products or services, sending them other promo, targeting advertising and alike information messages;

### contacting the Users for taking product and Services feedback; and

### analyzing software usage patterns for improving Medvisor Software design and utility.

## In processing Personal Data and other information provided by you we shall:

### process Personal Data only to the extent, in such manner and as is necessary for the purposes set out in Clause 3.2 above;

### ensure that Personal Data is only accessed, processed and/or disclosed to the Company’s Personnel, Practitioners and other Medical Center administrative and/or medical staff reasonably requiring the same in order to allow the Company render the Services and otherwise comply with its obligations under this Agreement;

### be allowed to share Personal Data as well as other information provided by you in relation to the use of the Services in form of aggregate findings (not the specific data) (i.e. in anonymized, non-personally identifiable form) with advertisers, sponsors, investors, strategic partners, professional consultants and other third parties for marketing purposes in order to help us develop our business;

### to the extent necessary to provide you with the Services, be allowed to provide Personal Data as well as other information provided by you to the third party contractors who work on behalf of or with Medvisor to provide  Users with such Services, to help Medvisor communicate with Users or to maintain the Website. Generally these contractors do not have any independent right to share this information, however certain contractors who provide services on the Website, including the providers of online communications services, will have rights to use such information collected in connection with the provision of these services in accordance with their own privacy policies;

### disclose or transfer Personal Data and other information a User provides to a third party as part of corporate reorganization and/or sale of Medvisor assets. Any third party involved in the process as a result of such sale and/or reorganization will have the right to continue to use Personal Data and other information provided by the User in accordance with the terms of this Agreement;

### not disclose, trade, give, barter, sell, give away, lend or transfer any Personal Data and other information a User provides to any persons other than those specified in sub-clauses (b) – (e) of this Clause 3.3, unless otherwise is required by law, rule, regulation, law enforcement agency, governmental official, legal authority and/or similar institution; and

### ensure that we have taken all appropriate technical and organizational measures to protect confidentiality Personal Data against unauthorized and/or unlawful processing, accidental loss, destruction, damage, alteration and/or disclosure.

## By way of signing of this Agreement in a manner stipulated in Clause 5.1 below you provide your express consent to the Company to the collection and procession of your Personal Data, sensitive data and other information provided by you in accordance with this Agreement. The Services shall be unavailable to you in the event such consent is not given.

## You are responsible for maintaining the accuracy of Personal Data as well as any other information you submit to us, including your contact details provided as part of registration. If the Personal Data as well as any other information you submit to us changes, you may correct, delete inaccuracies, or amend information by making the change in your User’s Account, by contacting us through [Medvisorbeta@gmail.com](mailto:Medvisorbeta@gmail.com) or in another manner as stipulated by functionality of the Website. We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable.

## If you provide any information that is untrue, inaccurate, out of date and/or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or Medvisor has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date and/or incomplete, Medvisor may, at its sole discretion, discontinue the provision of Services to you and deactivate or delete your User’s Account.

## We will retain Personal Data provided by you for as long as your User’s Account is active and as needed to provide you the Services. We shall not retain such information for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes.

## If you wish to stop us using your Personal Data, you may contact us through [Medvisorbeta@gmail.com](mailto:Medvisorbeta@gmail.com) or otherwise as may be provided by the functionality of the Website from time to time requesting us to stop the use of such Personal Data. As soon as we receive such a request you are no longer allowed to use the Website which entitled us to deactivate or delete you User’s Account.

# CONFIDENTIALITY AND SECURITY

## Medvisor has implemented best international market practices and security policies, rules and technical measures to protect Personal Data and other information provided by the Users from unauthorized access, improper use, disclosure, unauthorized modification, unlawful destruction and/or accidental loss. However, for any data loss or theft due to unauthorized access to the User’s electronic devices through which the User avails the Services, Medvisor shall not be held liable.

## Medvisor implements reasonable security practices and procedures and has a comprehensive documented information security program and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Medvisor business. The reasonable security practices and procedures implemented by Medvisor include but are not limited to: encrypting data when it is on the move using industry standard practices, keeping all the data within private cloud, regularly changing production keys and password, secure and very limited access to all production servers, performing regular security updates on our servers and more.

## Your Personal Information is maintained by Medvisor in electronic form on its equipment, and on the equipment of its employees. Such information may also be converted to physical form from time to time. Medvisor takes all necessary precautions to protect your personal information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Medvisor business.

## No administrator at Medvisor will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Be sure to log off from the Website when finished. Medvisor does not undertake any liability for any un-authorized use of your User’s Account and password. If you suspect any unauthorized use of your User’s Account, you must immediately notify Medvisor by sending an email to Medvisorbeta@gmail.com. You shall be liable to indemnify Medvisor due to any loss suffered by it due to such unauthorized use of your User’s Account.

## For more detail in part of liability for protecting Personal Data, maintaining confidentiality and security regime please see Clause 4.1(b) of the User Agreement.

# signing procedure and CHANGE TO the AGREEMENT

## This Agreement is a click-wrap agreement which shall be signed by the User by means of the full acceptance of its terms by way of clicking on an icon “I have read and agree with the terms of Medvisor Confidentiality Agreement” or similar icon as may be provided by the functionality of the Website (or Medvisor mobile application) in the User’s Account.

## Medvisor may update this Agreement at any time. In the event of such changes Medvisor will display a notice on the Website or send Users an email so that you may review the changed terms prior to continuing to use the Services. As always, if you object to any of the changes to our terms and you no longer wish to use the Services, you may contact Medvisorbeta@gmail.com to deactivate your User’s Account.

## If a User uses the Services or accesses the Website after a notice of changes to this Agreement has been sent to such User or published on the Website, such User hereby expressly provides his/her consent to the changed terms.

# Dispute Resolution

## The Parties will use best endeavors to settle any disputes as may arise in connection with this Agreement through negotiations in good faith.

## Any dispute which is not settled pursuant to Clause 6.1 above will be submitted to and settled by the authorized judicial body at the Company’s location, if allowed so by applicable legislation.