**Customer Agreement v3 - Medical Appointment Management Platform**

Hygeia offers a software for managing medical patient data, referred to as “the platform”. This customer agreement is defined between the company Hygeia, the entity collecting patient data, hereinafter referred to as "the medical company", and individual users of the software, hereinafter referred to as "the user". Employees of the medical company may create a user with additional permissions in the platform, referred to as an “administrator”, or “administrative user”.

1. Services and Scope

A. Access to the platform

Hygeia will offer a medical company access to the platform, based on the pricing agreement (see section 6). Administrators have special user rights and will have full access to the data (excluding passwords) of the non-administrator users. The medical company may then provide users with access to the medical appointment management platform. The platform allows users to schedule and manage medical appointments, access their medical history, receive notifications and reminders, and facilitates billing through health insurance management.

B. Authentication and Access to Medical Data

The user agrees that authentication on the Platform will be done through [authentication method]. Passwords will only be stored in an encrypted manner. By using the platform, the user consents to the platform connecting to their electronic health record (EHR) information necessary for appointment management and billing services.

C. Appointment Management and Communication

The platform offers an interface for scheduling medical appointments, sending notifications and reminders to the user when they have an upcoming medical appointment or when there have been changes to their appointment, and providing tools for the efficient management (i.e. viewing, deleting, re-scheduling) of the user’s medical appointments. Administrative users may view, delete, or re-schedule all of their users’ medical appointments and all of these actions will notify the appropriate user. When users create their account, they consent to receiving the aforementioned notifications. All users may opt out of receiving these communications at any time. The third-party platform Mailchimp is used to manage notifications and subscription preferences.

D. Billing and Insurance

The platform will provide an interface for administrative to create and assign bills to non-administrator users using the health insurance information provided by these users. Users can then view the bills assigned to them within the platform. The user is responsible for providing accurate and up-to-date information about their insurance coverage.

2. Privacy and Confidentiality

Hygeia is committed to maintaining the privacy and confidentiality of user data, including medical information obtained from medical records and medical devices. User information will not be shared with third parties without the explicit consent of the user, except as required by applicable laws and regulations in the jurisdiction of the user. Should a data breach occur and a third party obtain access to user data without their consent, the user will be notified in a timely manner in congruence with the GDPR Article 4(12).

3. User Responsibilities

The Client is responsible for maintaining the confidentiality of their Platform login information. In addition, the Client is responsible for providing accurate and up-to-date health insurance and medical history information.

4. Limitation of Liability

Hygeia shall assume liability for losses or damages arising from the use of the Platform to the extent such losses or damages are caused by ordinary or gross negligence. This will not limit the legal rights of the user in cases of fraud or gross negligence on the part of Hygeia.

5. Governing Law and Jurisdiction

This agreement shall be governed by the laws of the country where Hygeia is registered and operates. However, if there are conflicts with the consumer protection laws of the user's country of residence, those laws will prevail. Both parties agree to respect the applicable local regulations of the user to the extent possible.

Any dispute related to this agreement may be resolved in the courts of the country where Hygeia is registered. However, the jurisdiction in the user’s country of residence will be considered when local consumer protection laws require it. Hygeia commits to considering alternative dispute resolution methods, such as mediation or arbitration, to facilitate a more accessible resolution for the user.

6. Pricing

The medical company will agree to a pricing plan upon signing this customer agreement. The plans available and their corresponding features are outlined below:

|  |  |  |  |
| --- | --- | --- | --- |
| Feature Description | Basic Plan | Premium Plan | Educational Plan |
| Base monthly price | 120€ | 225€ | Free\* |
| Administrative users | Up to 5 | Unlimited | Up to 1 |
| Non-administrative users | Up to 500 | Free up to 1200, each additional 1000 users cost an additional 150€ | Up to 5 |
| Appointment viewing, deletion, and re-scheduling | Supported | Supported | Supported |
| Billing Management | Supported | Supported | Supported |
| Data Export |  | Supported | Supported |
| Service Level Agreement |  | Supported |  |

The educational plan is only available to students and educators at a registered university within the European Union. A university email is required when creating this account.

A payment method will be provided upon signing of the customer agreement and the medical company consents to the automatic collection of the monthly fee, including any overage charges. If payment cannot be collected, all user accounts will be suspended within one month of the failure to pay.

Service may be terminated by the medical company at any time but a full month’s payment is due if the platform has been accessed at all during the month. Hygeia will continue to offer access to the platform as long as payment is received. The monthly base price and overage fee may be increased once annually based on the official Spanish inflation rate.

7. Service Level Agreement

Subscribers to the Premium Plan additionally receive the following service level agreement.

The platform will have an availability of 95% or higher. If the platform is offline between 90%-95% of the month, then the monthly fee and overage charges are waived for that billing period. If availability of the platform drops below 90%, then the medical company is entitled to service credits equivalent to 3 months of use of the platform, based on the previous 3 billing periods.

8. Modification of Agreement

Hygeia reserves the right to modify the terms of this agreement. However, any significant changes will be communicated to users with a minimum of [a reasonable period, for example, 30 days] notice in advance. Users will have the right to reject such changes and, in case of disagreement with the proposed modifications, may terminate their use of the Platform without penalty before the modifications take effect.

In the event that the user does not accept the modifications to the agreement, Hygeia will not terminate the user's access to the Platform until the end of the currently paid subscription period. Hygeia will provide options for the user to transition to an alternative plan or terminate their subscription in a fair and equitable manner.

By accepting the terms and conditions of this Agreement, the Customer acknowledges that it has read, understood and agreed to all the provisions set forth herein.