

## REGULATION FOR THE PROVISION OF HEALTH CARE

### 1. SUBJECT MATTER

1.1 This document regulates the contractual relationship that is established between the patient (the "Patient") registered on the Teleconsultation/Telemedicine platform Sanhub.it (the "Platform"), owned by Collaborazioni Digitali SRL (now "CD"), and S.G.B.P. SRL, CD's economic partner for the execution of health services provided remotely through IT tools by the healthcare professional (the "Professional") chosen by the Patient to obtain a professional service of telemedicine (the "Consult").

1.2 The Patient acknowledges and accepts that (i) the validity of this Contract is conditional on the acceptance by the Professional of the consultation request, and that (ii) the relationship between CD, SGBP, the Professional and the Patient is governed by these "Health Service Regulations" and the "General Conditions of Use" of the Platform.

1.3 In the event that the applicant is entitled to obtain a Consultation from the Professional not for himself but in the interest of another person (minor or incapable), the applicant is to be considered the counterparty of SGBP and the Professionals for the purposes of this contract and assumes the obligation to pay the fee to SGBP, it being understood that SGBP and the Professionals assume in any case all the deontological and legal obligations directly towards the third party, also with regard to professional liability. The applicant declares and guarantees, in the event of a request for a Consultation in the interest of a minor or incapacitated person, to have the necessary rights to act in the name and on behalf of the minor or incapacitated person.

1.4 The Patient acknowledges and declares to be fully aware that: a) the remote consultation is not a substitute for the visit carried out by the specialist doctor in the presence of the Patient; b) the absence of the visit limits the possibility for the doctor to obtain complete information on the clinical condition of the Patient; c) the clinical indications provided with the Remote Consultation are based exclusively on the information made available by the Patient; d) SGBP and the Professionals will not have any responsibility for the accuracy and / or completeness of the information received from the Patient; e) remote consultation is not a suitable tool to manage emergency situations and does not replace a visit of the specialist doctor in the presence of the Patient; f) in case of emergency, the Patient must immediately call 112 or go to the Emergency Room.

### 2. METHODS OF PROVIDING THE CONSULTATION

2.1. Each Professional indicates in his profile the availability in and when the request for Consultation will be processed, both for priority and non-priority requests.

2.2. The Professional undertakes to refuse taking charge, refraining from providing a Consultation to the Patient and promptly notifying the latter through the contact channels indicated by them, in the event that, having received the request for Patient Consultation and / or received the medical documentation uploaded by the Patient through the Platform, the Professional realizes that he does not have the necessary competence and experience to provide the requested Consultation. In this case, a refund will be processed by SGBP against the Patient.

2.3 In the event that, after taking charge of the request for Consultation, the Professional has informed the Patient that, in order to receive the Consultation, it is necessary to provide further medical documentation on the Platform, it will be possible for the Professional and the Patient to reorganize the appointment without other charges.

2.4. If, due to the particular complexity of the consultation requested, the Professional should need more time to carry out his professional evaluation, the Professional undertakes to notify the Patient through the contact channels communicated by the latter, indicating the different term within which the Consultation will be carried out.

2.5. The Patient is aware that, as part of the treatment carried out by the Professional for care purposes, the Professional may involve, through the services rendered by the Platform, other professionals also registered with the Platform, belonging to other thematic areas of specialty, if he should consider that the request for Consultation that has been presented to him requires the joint intervention of several specialists (consulto multidisciplinare)

### 3. PROFESSIONAL FEES

3.1. In return for the Consultation provided by the Professional, the Patient undertakes to pay SGBP the fee for the service rendered by the Professional from time to time indicated on the Platform and accepted by the Patient during the confirmation of the request for Consultation.

3.2. The Patient undertakes to pay the Professional's fee by payment to SGBP SRL which collects the relevant sums on behalf of the professional. SGBP SRL, upon presentation of invoices by the Professional and CDs for the use of the Platform, will provide for payments.

### 4. DURATION

4.1. This Contract is valid and effective from the date of confirmation of the reservation by the Professional of taking charge of the request for Consultation, under the conditions and terms indicated in the summary phase on the Platform, and until the date on which the Professional has provided the Consultation to the Patient.

### 5. PATIENT'S RIGHT OF WITHDRAWAL

5.1. The Patient has the right to withdraw from the contract (or from each request for Consultation), without indicating the reasons, within 14 days. The withdrawal period expires after 14 days from the conclusion of the contract, or after 14 days from the confirmation by the Professional of taking charge of the request for Consultation. To exercise the right of withdrawal, the Patient is required to inform the Professional, through the Platform at the following electronic mail address: [info@sanhub.it](mailto:info@sanhub.it) of his decision to withdraw from the contract (or from each request for Consultation) declaring this explicitly. To comply with the withdrawal period, it is sufficient for the Professional to receive the communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period and before the Consultation is closed by the Professional.

5.2. If the Patient promptly withdraws from the contract (i.e. from each request for Consultation), the Patient will receive a refund of the amount spent at the time of booking.

5.3. The Patient is informed that, if he has asked the Professional that the provision of the service begins during the 14-day withdrawal period with simultaneous acceptance of the loss of the right of withdrawal following the closure of the Consultation, the right of withdrawal is excluded - pursuant to Article 59 let. a) of the Consumer Code - when the Consultation purchased has already been closed by the Professional, the service being completed even if the period of 14 (quattordici) days from the conclusion of the contract has not yet expired.

5.4. If the Patient exercises his right of withdrawal after having asked the Professional that the provision of the service begins during the 14-day withdrawal period with simultaneous acceptance of the loss of the right of withdrawal, SGBP may withhold the amount paid in proportion already performed before the date of communication of the withdrawal. To this end, the Patient acknowledges and accepts that the sending of a request for a Consultation on the Platform will be equivalent to his request to start the service during the withdrawal period of 14 days.

## 6. LIABILITY

6.1. The responsibility of the Professional towards the Patient in relation to the Consultation provided to the Patient is governed by the provisions of the Civil Code and by the applicable legislation regarding the performance of the medical profession.

## 7. PRIVACY AND PROTECTION OF PERSONAL DATA

7.1. SGBP will process data as data controller in accordance with the information provided through the Privacy Policy available on the Platform, instructing CDs of the processing. In addition, the Professional will process the data as a subject authorized by SGBP pursuant to Article 29 GDPR.

## 8. APPLICABLE LAW AND JURISDICTION

8.1. This Contact is entirely governed by the laws of the Italian Republic. The Patient who requests a consultation as a consumer has the rights referred to in Chapter I of Title III of Part III of the Consumer Code (Legislative Decree 205/2006).

8.2. Any dispute arising from this Contract, or in any case relating to it, is devolved by the Parties to the exclusive jurisdiction of the Court of Milan. However, if the Patient acts as a consumer, the Court of the place where the Patient has his residence or domicile, if located in the territory of the State, shall have exclusive jurisdiction. The Professional informs the Patient that the European Commission has set up a plan for online dispute resolution, accessible via the following link <http://ec.europa.eu/consumers/odr/>.