

## GENERAL CONDITIONS OF USE

### 1. SUBJECT MATTER

1.1. Collaborazione Digitali SRL (hereinafter also referred to as "CD"), VAT IT 11899440967, via Muratori n. 29, 20135 Milan, email pec: collaborazionidigitali.srl@legalmail.it, is the owner of the SAAS platform (Software-As-A-Service) named "Sanhub".

1.2 CD collaborates with S.G.B.P. SRL (hereinafter also referred to as "SGBP"), VAT IT06308400966, via G. Frua 21/8, 20146 Milan, email pec sgbp@registerpec.it, to contract the healthcare professionals who work on Sanhub. SGBP is the legal entity that provides health services to patients.

1.3 These general conditions (hereinafter "General Conditions") govern the rules of use of the SaaS Sanhub platform (hereinafter the "Site", the "Platform"), through which the Professionals contracted by CD and SGBP (hereinafter "Professional" or "Professionals") provide remote medical and health advice (hereinafter the "Teleconsultation") to patients (hereinafter "Patient" or "Patients") on the basis of the medical documentation transmitted by them in total autonomy.

1.4 SGBP therefore operates as a Telemedicine Provider Center through its Professionals, through the use of the Sanhub Platform; CD operates as a mere Service Center and is limited to providing an IT service to facilitate communication between the Professional and the Patient (hereinafter "User" and / or "Users") in order to allow the exchange of documents, data and information between them, according to these General Conditions. For this reason, Users expressly acknowledge and accept that Sanhub represents a mere technological intermediary between Patient and Professional.

1.5 These General Conditions must be examined online by Users before the conclusion of the registration procedure and the registration has taken place, following the compilation of the mandatory fields and the affixing of a special flag, entails the full knowledge and acceptance by the Users.

1.6 CD and SGBP reserve the right to modify and/or supplement these General Conditions by publishing them on the website. Changes to the General Conditions will be effective from the moment of their publication, it being understood that they will not apply to the services already requested by the Patient and / or entirely performed by the Professional.

### 2. REGISTRATION

2.1 The User who intends to use the services provided on Sanhub must provide in a truthful and correct manner all the data requested in the appropriate booking form, in order to complete the reservation. The User is given the right to register his own account, by creating his own user profile ("dashboard"), but this operation is optional.

2.2 During the registration phase, the User must determine a password according to the security criteria indicated.

2.3. All accounts must be registered with a valid personal e-mail address, to which the User has regular access. Accounts that have been registered with e-mail addresses of third parties other than the profile holder or with temporary e-mail addresses may be disabled from CD without prior notice.

2.4. CD reserves the right to reject a new registration or cancel an account at any time, as well as to request account validation if it believes that an invalid email address or credentials have been used.

2.5. The User undertakes not to transfer even temporarily to third parties and to keep with due care, diligence and secrecy under his own responsibility the credentials of access to the Platform and is aware that all the acts performed through the use of these credentials will be attributed to him and will have binding effect on all Users.

2.6. The User is obliged to immediately inform CD of any unauthorized or improper use of his access credentials or to report any violations by third parties.

2.7. CD declines all responsibility in the event that a third party, to whom the User has communicated the access credentials, uses the Platform without his consent.

### 3. USE OF THE PLATFORM

3.1. The use of the Platform as a Patient allows the display of the list of Professionals contracted by CD and SGBP and registered on the Platform, as well as allows the sending of requests relating to one or more remote health services, ("Info", "Consultation" and "Videovisit") by the chosen Professional, or the use of additional free ancillary services in accordance with the provisions of these General Conditions.

3.2. Registration on the Platform as a Professional allows the visualization of requests for medical consultation on the Platform and the provision of remote health services in favor of Patients through the use of third-party software, as well as multidisciplinary clinical sharing with other registered Professionals and other services useful to implement the services provided.

3.3. At the time of registration on the site, the Patient stipulates a specific contract for the provision of work (Health Performance Regulations) which constitutes the source of regulation of the relationship between the Patient and SGBP, where the relevant Professional operates.

3.4. Users expressly acknowledge and accept that the health service will be provided by SGBP (hereinafter "Health Facility" or "Facility"), in the person of their Professionals chosen from time to time.

3.5. The service will be rendered according to the methods, rates and within the times established in agreement between the Structure and the individual Professional chosen.

3.6 The Patient is aware that the chosen Professional may involve, at no additional cost to the Patient, through the use of the Platform, other Professionals, also registered on the Platform, in all cases where the request for consultation requires the joint intervention of several specialists (multidisciplinary consultation).

3.7. Professionals have the possibility to exchange files, standard images and any other format, photographs and other content related to the patient's state of health (hereinafter "Patient Content") through a special form and / or other means of communication available on the Platform or third-party software.

3.8. In providing the Content, the Patient declares and guarantees to be the owner or, if the patient is a minor or a subject unable to act, the parent / guardian / support administrator declares and guarantees to be entitled to send the aforementioned contents, as well as to enjoy all the rights related to the granting of licenses and permissions of any kind in relation to them.

3.9. The consultations and video-visits carried out by the Professional and organized through the Platform are authenticated by OTP system ("one time password").

#### 4. PAID SERVICES FOR THE PATIENT

4.1. For a fee, the Patient can: i) request "Consults" (first consultations and control consultations).

#### 5. INVOICING AND PAYMENT METHODS

5.1. In return for the Consultation provided by the Professional, the Patient undertakes to pay SGBP the fee requested by the Professional from time to time indicated on the Platform and expressly accepted when booking the Consultation request.

5.2. The total consideration must be paid in a single payment in favor of SGBP, which against payment will issue proforma of the invoice that the Patient can print and view at any time in the details of the single service concluded as well as in the appropriate "Accounting" section of his account; the invoice will be loaded later in the same section.

5.3. For transactions over € 77.47 a stamp duty of € 2.00 is required to be paid by the Patient and automatically inserted in the invoice.

5.4. The payment methods accepted are: credit card and prepaid cards accepted by the PayPal circuit.

#### 6. SECURITY IN TRANSACTIONS

6.1. No responsibility can be attributed to SGBP and CD for any fraudulent use by third parties of the data relating to the means of payment used by the Patient or for technical problems that occurred during the payment procedures.

6.2. SGBP and CD do not process and do not store the data of the payment instruments used for transactions and have no power over any rejection of the credit card used for payment.

#### 7. USERS' RESPONSIBILITIES

7.1. The Patient declares and guarantees: (i) to be of legal age or the legal representative of a minor; (ii) that the data provided by the same with the registration form are correct and truthful; (iii) to update the data provided whenever necessary. In the case of services requested for minor children or for subjects unable to act, the person making the request declares and guarantees to legitimately exercise parental responsibility / protection / support administration and, in any case, to have the necessary powers or the right to request the service from the Professional, as well as to be able to upload health documentation on the Site.

7.2. The Professional declares that all the data and / or information relating to their school and professional career, already communicated to SGBP and CD, including those relating to the conditions necessary for the exercise of the medical profession, entered at the time of registration are true and in the cases admitted have, pursuant to Law no. 191/1998 and Presidential Decree no. 403/1998 and subsequent amendments, value of self-certification or substitute declaration.

7.3. The User undertakes not to use the Platform unlawfully.

7.4. The User ensures that the information provided when filling in the registration form is in his legitimate availability and does not violate any rights of third parties.

## 8. LIMITATION OF LIABILITY

8.1. CD is not aware of and cannot in any way verify the correctness of the information and reports provided by the Provider Professional, who provides the service under his exclusive medical and professional responsibility.

8.2. CD declines all responsibility for the content of the health service and for all the actions and omissions of the Professional and / or SGBP and can not in any way be held responsible for the failure, delayed or incorrect provision of the health service by the Professional provider and / or SGBP, which will respond directly and on its own for its work.

8.3. The User agrees and agrees that SGBP and CD cannot in any way be held responsible for delays or malfunctions of the Site due to unforeseeable circumstances, as well as beyond its control or force majeure including, by way of example and not exhaustive and also alternative if any, natural disasters, adverse weather conditions, sabotage, fires, floods, earthquakes, strikes of a national nature, legal provisions and / or orders of public and judicial authorities, defective functioning of the Platform resulting from the interruption or incorrect functioning of platforms owned by third parties and / or web connections, telephone lines, electricity and world and / or national networks, such as, for illustrative and non-exhaustive purposes only, breakdowns, overloads, interruptions.

8.4. SGBP declines all responsibility for any errors or omissions in the confirmation phase of the type of health service, the professional's fee and the timing of provision of the health service, which is borne by the individual professional.

## 9. USE OF THE PLATFORM

9.1 Although CD makes every effort to allow uninterrupted, 24-hour access to the Platform, access may be suspended, restricted or terminated at any time, including occasionally in order to allow repair, maintenance or introduction of new facilities or services.

9.2 SGBP and CD do not provide any warranty, implicit or explicit, that the provision of the service will be uninterrupted, correct, will not contain computer viruses, will be punctual, secure, accurate, reliable, of good quality or that any content provided can be downloaded via the internet with security.

9.3 CD in no event will be liable and for any damages of any kind and nature, direct or indirect, including related to loss of profits, data or other intangible losses, even after warning of the possibility of occurrence of such losses, resulting from: (i) the use or inability to use the Platform; (ii) cost of obtaining substitute goods and services; (iii) unauthorized access to or modification of data; (iv) statements or conduct of third parties.

## 10. PROHIBITED USES

10.1 The following uses of the Platform are expressly prohibited and the User undertakes not to carry out (nor to allow others to carry out) any of the following activities: • use the Platform in violation of these General Conditions; • undertake any illegal activity in connection with the use of the Platform; • use the Platform in case of urgency: the Platform constitutes an alternative to

traditional channels to obtain assistance to distance in case of ordinary needs, but can never be used in extraordinary cases of medical urgency. In these cases, contact 118 and / or go to the Emergency Room and / or to your MMG Doctor or trusted specialist; • upload and / or transmit data or content that does not have the right to transmit or disseminate by virtue of a provision of law, contract or due to a fiduciary relationship (for example confidential information, confidential information learned by virtue of an employment relationship or protected by a confidentiality agreement); • upload and / or transmit data or content that involve the violation of patents, trademarks, secrets, copyrights or other industrial and / or intellectual property rights of third parties; • upload and/or transmit unauthorized or unsolicited advertising, promotional materials, "junk mail", "spam", chain letters, pyramids, or any other form of solicitation; • upload and/or transmit any material that contains viruses or other code, files or programs created to interrupt, destroy or limit the operation of third party software, hardware or telecommunications facilities; • interrupt the normal performance of services on the Platform or, in any case, act in such a way as to affect the ability of other users to operate on the platform; • interfere with the Platform, the servers or networks connected to it, act contrary to any requirement, procedure or rule of the networks connected with CDs and SGBPs; • violate, intentionally or not, any applicable law or regulation; • persecute or otherwise harass other users and / or third parties; • provide false data including false names, addresses and contacts, fraudulently use credit/debit card numbers; • attempt to circumvent CD security measures or breach the network, for example by accessing data intended for others, logging into a server or account to which you are not expressly authorized to access or probe the security of other networks (e.g. through port scanning); • carry out any form of network monitoring that intercepts data intended for others; • interact or enter into agreements fraudulently with CDs, SGBP or with Registered Professionals (including interacting with or concluding agreements by claiming to do so in the name and on behalf of a third party, in the absence of the authority to bind such third party, or by misleadingly presenting oneself as a third party); • use the information contained in the header of e-mail messages in an unauthorized manner, or falsify such information.

## 11. SUSPENSION AND TERMINATION

1 1.1 In the event that SGBP or CD, at its sole discretion, considers that: the behavior of a User does not comply with these General Conditions; there are reasonable grounds to believe that a User has committed, may commit or will commit a violation of these General Conditions and / or fraud to the detriment of SGBP, CD and/or third parties; the Company may at any time, without prior notice: i) limit and/ or suspend the account of such User; ii) suspend the use of the Platform by persons who appear to be connected, in any way, to such User (iii) immediately terminate this agreement, prohibiting the user from accessing the Platform and / or its services, and (iv) reject any new registration of the same.

### 1 1.2

Termination of this agreement shall not affect any other rights or remedies available to SGBP in relation to any breach, or in relation to any rights, obligations or liabilities accrued prior to termination.

1 1.3. SGBP and CD will cooperate with all competent authorities that request it or order to detect identity or identify anyone who may have violated these General Conditions of Use.

## 12. INTELLECTUAL PROPERTY

1 2.1. The Platform, the pages that compose it, the technologies, ideas, logos, trademarks, graphics, texts, audio / video files, and more generally any other creativity connected to the Platform and the services are and will remain the property of CDs or its licensors and may not be reproduced, used or represented by Users, except in cases where this is expressly permitted and to the extent that it is permissible.

1 2.2. Users are granted only a non-transferable right to use the Platform.

1 2.3. The User expressly undertakes not to disseminate and/or reproduce, even partially, what is contained in the Platform.

### 13. PROCESSING OF PERSONAL DATA

1 3.1. SGBP and CD guarantee that the data provided by the User will be processed in compliance with the provisions of Legislative Decree no. 196/2003 as amended by Legislative Decree no. 101/2018 and any other current legislation on Privacy (EU Regulation no. 2016/679, GDPR).

1 3.2. SGBP and CD guarantee that users' data will be processed in the manner and for the purposes indicated in the Privacy Policy and in these General Conditions, for which the User has expressed his consent where necessary at the time of registration.

### 14. RESPONSIBILITY AND STORAGE OF DATA AND MEDICAL MATERIAL

1 4.1. CD declines all responsibility for any damage resulting from the User or third parties from the dissemination, destruction, accidental or otherwise loss of: (i) common data; (ii) sensitive data; (iii) medical documents, attributable to the conduct of the Professional, SGBP or its collaborators-employees-trainees-interns. SGBP's liability exists, for any reason deriving from this Agreement, only for damages that are an immediate and direct consequence of conduct attributable to willful misconduct or gross negligence of SGBP and / or Professionals, collaborators and employees.

1 4.2. CD and SGBP will be responsible for damages caused to Users or third parties by the dissemination, destruction, accidental or otherwise loss of: (i) common data; (ii) sensitive data; (iii) medical documents, attributable to the gross negligence of CDs or SGBPs, also with reference to the failure to implement adequate security measures of the Platform pursuant to Article 32 GDPR as a Service Center.

### 15. SAFETY

1 5.1. CD and SGBP put in place security measures to protect and prevent the loss, misuse and alteration of the information under their control. Appropriate standards, including a powerful encryption system, are used to safeguard the security and confidentiality of the personal data of members of the Platform.

1 5.2. CD and SGBP recommend that you log out of your account at the end of each session and do not save data locally.

### 16. SUPPORT

16. 1 For information or for any disservice, the User can contact Technical Support by filling out the appropriate assistance form on the Platform.

1 6.2 Technical or customer care support will be provided by CD Personnel.

## 17. EXCLUSION OF DEROGATION

1 7.1. No tolerance on the part of SGBP relating to any breach by the User shall be deemed or construed as a waiver of its rights and remedies in relation to any future breach, whether of a similar or different nature.

## 18. PARTIAL INVALIDITY

1 8.1. If for any reason any part of these conditions is found to be invalid or ineffective, the validity and effectiveness of the remaining terms and conditions will be fully preserved.

## 19. COMMUNICATIONS

19.1. Communications must be made in writing and sent by e-mail, fax or registered mail, to the User at the addresses and contact details provided by the same at the time of registration, and to CD / SGBP at the addresses indicated in these General Conditions.

## 20. APPLICABLE LAW, JURISDICTION AND PLACE OF JURISDICTION

2 0.1. The use of the Platform will be governed, in addition to these Conditions, by Italian law and, in particular, with exclusive reference to the User who can qualify as a Consumer, by the rules of Chapter I of Title III of Part III of the Consumer Code.

2 0.2. Any dispute that may arise regarding the validity, interpretation or execution of these Conditions will be subject to Italian jurisdiction.

2 0.3. Except as provided for in art. 66-bis of the Consumer Code and in any case if the User cannot qualify as a Consumer, the Court of Milan will have exclusive jurisdiction for the resolution of disputes.

2 0.4. SGBP and CD inform the Patient that the European Commission has set up an online dispute resolution platform, which is accessible via the following link <http://ec.europa.eu/consumers/odr/>.