

DETAILED TERMS AND CONDITIONS FOR THE USE OF THE TELEDERMATOLOGY APPLICATION

for consumers

AIP Medical Holding Private Limited Company

headquarters: 1011 Budapest, Szilágyi Dezső tér 1. II. floor.

Cg.01-10-141306

Asset insurer

and

AIP Hungary Limited Liability Company

head office: 1123 Budapest, Táltos utca 15. building B. 2. floor. 1.

Cg. 01-09-388612

Service provider

The present **General Terms and Conditions** (hereinafter referred to as "**GTC**") apply to **AIP Medical Holding Zártkörűen Működő Részvénytársaság** (registered office: 1011 Budapest, Szilágyi Dezső tér 1. Em; company registration number: 01-10-141306, tax number: 29193866-2-41; electronic contact: support@aip.ai; represented by: Balázs Máté Kovács and István Fazekas, members of the Board of Directors, hereinafter referred to as the "**Asset Insurer**") and **AIP Hungary Korlátolt Felelősségű Társaság** (Cg. 01-09-388612, registered office: 1123 Budapest, Táltos utca 15. 2. floor. 1., represented by István Fazekas, Managing Director, hereinafter referred to as the "**Service Provider**") and the rights and obligations of the user (hereinafter referred to as the "**User**") of the teledermatology service provided under the domain <https://www.aipclinic.com> (hereinafter referred to as the "**Website**") (the "Device Insurer" and the "User" hereinafter referred to collectively as the "**Parties**").

The Website is a website on which the **Service Provider** provides a teledermatology service (the "**Service**") using the decision support system AIPDerm (hereinafter referred to as "**AIPDerm**" or "**Application**"), owned by the Device Insurer, with the assistance of medical staff (doctors), as follows.

By using the Site, AIPDerm and the Service, you agree to these TOS, so please read them carefully before using the Service.

I. GENERAL INFORMATION, CONTENT OF THE SERVICE PROVIDED BY THE WEBSITE

I.1. Description of the Service

The Service Provider has entered into a cooperation agreement with the Asset Insurer, under which the Service is provided through the Website. AIPDerm can only be accessed and used via a web browser, so no download of an application is possible.

The Service is open to all natural persons with legal capacity, residing in the European Union, who have a valid ID or Passport Number (hereinafter: ID) (hereinafter: **User**) and who register electronically on the Website by entering the necessary data. The registration of a minor natural person under the age of 18 also requires the declaration of a legal guardian, which can be provided during registration. Minors must register with their own data.

The Device Provider provides dermatological image processing and diagnostic solutions for a wide range of healthcare applications. The aim is to enable efficient and rapid testing/examination of large masses of the population to determine whether further, more in-depth medical examinations or specialist intervention is required. The activity includes identification of the User, taking an image, automatic processing and evaluation of the image, confirmation and diagnosis by a specialist and then sending the diagnosis. The service is non-emergency patient care, in the event of sudden, severe sickness, an immediate personal consultation with a specialist is recommended.

To this end, the Asset Insurer has developed an automated artificial intelligence-based image processing process and the App through which the public can access this assessment and diagnosis service.

The User expressly requests the Service Provider to start the performance of the Service before the expiry of the time limit for exercising the right of withdrawal. The User acknowledges that in the case of a contract for the provision of services, the User may not exercise its right of withdrawal after the Service has been fully completed pursuant to Hungarian Government Decree 45/2014 (26.II.).

I.2. Basic information on the use of the Service

Use of the Service is subject to registration, with the understanding that participation in the Service is subject to acceptance of these GTC and the Privacy Policy. In order to participate, the User must register on the Website, identify himself/herself, and provide the mandatory personal data (surname, first name, place of birth, telephone number, address, mother's maiden name, e-mail address, social security number, login ID and password). The detailed rules for data management related to the use of the Application are set out in the Service Provider's Privacy Policy. In case of an existing User, you only need to provide your ID and unique password to access and use the Application.

Once registered, the User can use the Application immediately.

Users become eligible after registering on the Website:

- upload a picture of the problematic skin area by clicking on the "New test" button;
- answer questions about the skin lesion to help make a diagnosis (for example, how much of the skin is affected, how long the problem has been present, whether you experience itching, pain, fever, etc.);
- have a dermatological problem identified by using the AIPDerm App;
- the preliminary and non-interventional diagnosis made by AIPDerm should always be reviewed by a dermatologist before a definitive diagnosis is made;
- depending on all the circumstances of the case, an electronic or normal prescription;
- to have an Hungarian outpatient card issued;
- receive an email notification of the result, which will allow you to view the diagnosis and treatment plan under the "Dashboard" menu on the Website;
- to have a test in AIPDerm's teledermatology system recorded as a history in the Hungarian Electronic Health Service Space (EHSS).

The registration and the user account can be deleted at any time without giving any reason, on the basis of which the User's right to use the Website and thus his/her relationship with the Device Insurer will be terminated, and the User's data will be irretrievably deleted from the Device Insurer's system. If the registration and the user account are deleted after the test has been submitted, but the User has not yet received a diagnosis, the test will be deleted with the deletion of the registration and the user account, in which case the User will be refunded the fee if he/she requests it in writing to the Customer Service.

If the registration and the user account are canceled after the diagnosis has been received, the results are recorded in the EHSS, the User can access and consult them there, and in this case no fee can be refunded, given that the service has been provided.

Please be informed that the data stored in the integrated health EHSS cannot be deleted by the Device Insurer even if you delete your user account.

I.3. Order process, payment of fees

I.3.1. Direct contact of the Customer with the Service Provider

Use of the service:

1. click on the green "New test" button to start the teledermatology consultation.
2. the test starts by uploading a photo. Try to take as good a picture as possible of the skin lesion. One photo can be uploaded per test. If you have more than one skin problem, you will need to start a separate test for them. Try to position the picture in the frame so that the skin lesion is in the center. The system will help you crop the image. Then press the "next step button".
3. then use the figure to mark the part of the body where the picture was taken. You can select more than one body part if your complaint involves more than one. Then press the "next step" button.
4. under the additional questions tab, you will be asked to answer questions to help identify the disease. For example, how much of the skin is affected, how long the problem has been present, whether you experience itching, pain, fever. Try to answer the questions accurately and then press the 'next step' button.
5. then the payment interface, where you can select the package and click on the "Pay" button to pay or use a coupon.
6. after payment you will be taken to a summary screen where you can see all the data you have entered. Please check that you have entered everything correctly.
7. then press the green "Submit" button. This is the end of your task.

You will receive your professional diagnosis and treatment proposal within three working days of the conclusion of the contract between you and the Provider (the first day of the deadline is the day after the conclusion of the contract).

You will receive a coupon for a free examination or, if you write to the customer service, you can request a refund instead of a coupon:

- if you do not receive your diagnosis and treatment proposal within the timeframe specified in the package (e.g. within three working days), or
- if the doctor cannot establish the diagnosis AND therefore sends you for a personal examination (This does not apply if the doctor can establish the diagnosis and sends you for a personal examination because you have received a valid diagnosis and treatment plan, or if the diagnosis states that the skin is healthy.)

The information provided on the website does not constitute an offer for the conclusion of a contract by the Service Provider. In the case of orders covered by these GTC, you are considered to be the offeror and the contract is concluded upon acceptance by the Service Provider of the offer made by you via the Website, in accordance with the provisions of these GTC.

By clicking on the button marked "SUBMIT" and by paying for the ordered Service, you expressly acknowledge that your offer shall be deemed to have been made and that your declaration shall be subject to payment, in the event of confirmation by the Service Provider in accordance with these GTC. You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Service Provider

within 48 hours in accordance with these GTC, you will be released from your obligation to make an offer and the amount will be refunded by the Service Provider.

Orders are processed in two stages. You can place your order at any time. You will first receive an automatic confirmation email (first confirmation), which only records the fact that your order has been received via the website, but this first confirmation does not constitute acceptance of your offer. If you discover that the confirmation e-mail notification sent automatically contains incorrect information about you, you must immediately notify us by e-mail, together with the correct information. If you do not receive the automatic confirmation e-mail within 2 hours of placing your order, please contact us as your order may not have been received by our system for technical reasons.

The Service Provider will confirm your offer by a second e-mail no later than 24 hours after you send your offer. The contract is concluded upon acceptance by the Service Provider of your offer (second confirmation).

The Service Provider excludes its liability for confirmation if the confirmation is not received in time because the User has entered an incorrect e-mail address during registration or because the storage space of the e-mail account is full and the User cannot receive messages.

I.3.2. Customer contacting the Service Provider through a third party

If you order the Service through a service provided by a third party, such as an insurance company or a health service intermediary, the provisions of Section I.3.1 above shall apply mutatis mutandis, provided that in such case the third party shall be liable for the payment of the fee on the basis of the agreement in force between it and the User, and the third party shall invoice the Service Provider on the basis of the contract between them.

II. INTELLECTUAL PROPERTY RIGHTS

The Device Insurer has created the Application as an artificial intelligence-based image processing tool, which is protected by copyright as software.

The Website as a whole is also protected by copyright due to its design, layout and individual and original character. The copyright in the content of the Website (including in particular the photos, text, graphic design, website structure, colors and the Website itself, due to its design, layout and individual and original character) belongs to the Asset Insurer. Access to the Website does not give rise to any intellectual property rights or any right of use (except for the cases of free use provided for by law).

Any material on the Site may be downloaded or printed for non-commercial, personal or educational use only with the prior written notice of the Device Insurer (info@aip.ai), but any modification, alteration, transmission or republication of the Site content other than these permitted uses requires the prior written consent of the Device Insurer. Any linking of the Website to this Website from a third party website (including sites operated by you, including social media platforms) requires the prior written consent of the Device Insurer.

III. CONTACT

The Device Insurer informs the Users that the technical and IT background for the diagnosis is provided exclusively through the AIPDerm product, on the basis of which the Service is provided by the Service Provider under its own responsibility. The Service Provider shall provide the medical service, including the diagnosis, on the basis of the image and information uploaded by the User, excluding any liability for any changes in the meantime. In particular, the Device Insurer shall not assume any liability in connection with the medical service, and in particular the making of the diagnosis shall be the exclusive right and responsibility of the Service Provider or its intermediaries. Medical questions relating to the health service shall not be answered and may not be answered by the staff of the Facility Insurer.

To the extent permitted by law, the Device Insurer and the Service Provider exclude all liability for any damage (including non-pecuniary damage) caused directly and/or indirectly in any way whatsoever by your use of the Website and/or the result thereof (hereinafter referred to as "Damage").

The exclusion of liability applies in particular to the activity that the information/content published on the Website has encouraged you to perform, as well as to any Damage caused by the unavailability or unusability of the Website or by the incorrectness, obsolescence or inaccuracy of the information/content published on the Website.

The Device Insurer and the Service Provider further exclude any liability for any Damages suffered by you directly or indirectly as a result of your access to or inability to access the Website or your use of or inability to use the content therein. The Device Insurer and the Service Provider shall not be liable for the Site being free of viruses or otherwise malfunctioning. The User shall be liable for any repair, restoration or replacement costs arising from the foregoing.

The limitations discussed in the previous paragraph do not apply in the case of liability for intentional acts or omissions caused by the Asset Insurer and the Service Provider and causing harm to human life, limb or health.

IV. ENTRY INTO FORCE, AMENDMENT

The Device Insurer and the Service Provider reserve the right to modify this Policy at any time, subject to simultaneous notification to Users on the Website. The modification shall become effective upon publication on the Website.