

Terms of use for Clinics

PREAMBLE

(A) Company for information technologies THE RENAL TRAVELER DOOEL Skopje is a company duly established and existing under the laws of North Macedonia, with the business seat at the address Pirinska Str., no. 25/1-1, 1000 Skopje, Republic of North Macedonia, registration number 7733216 ("RENAL TRAVELER" or "RENAL TRAVELLER" or the "Company").

(B) RENAL TRAVELER has established and operates the booking platform 'RENAL TRAVELER' ('Platform'), which is used for booking and reservation management activities related to renal care treatments, i.e., more specifically dialysis treatments. In that sense, through the Platform, RENAL TRAVELER is providing the users of the Platform ('User/s') with information and credentials about renal care facilities worldwide and possibility for the Users to book dialysis treatments at such facilities. The Platform can be accessed on the following website <https://renaltraveller.com> or through the Renal Traveler app (available at Google Play Store and App Store).

(C) RENAL TRAVELER would like to offer to interested renal care facilities ('Medical Facilities' or 'Dialysis Facilities') that provides renal care treatments, i.e., dialysis treatments and related services ('Medical Services') possibility to organize their booking and reservation management activities related to the Medical Services for the Users through the Platform, therewith RENAL TRAVELER will not participate in any manner in the financial transactions that are realized between the Users and the Medical Facilities.

In line with the above, the Medical Facility by its acceptance of these General TC, by its registration on the Platform and / or by its use of the Platform fully agrees with the following terms and conditions.

For the purpose of this Agreement RENAL TRAVELER and the Medical Facility will jointly be referred to as the 'Parties', and individually as the 'Party'.

1 SUBJECT AND SCOPE OF THE AGREEMENT

1.1 Booking Services

1.1.1 RENAL TRAVELER is allowing the Medical Facility to use the Platform in order that the respective Medical Facility organizes its booking and reservation management activities for the Medical Services it is providing ('Booking Services'), so that ultimately the Users could perform booking and reservation of the Medical Services with the respective Medical Facility via the Platform.

1.1.2 Access and use of the Platform by the Medical Facility shall be performed in accordance with the provisions of this Agreement.

1.1.3 By using the Platform and any of its parts, the Medical Facility agrees to the terms and conditions set forth below which are binding, and these General TC apply like any other written agreement.

1.1.4 'Launch Phase' refers to the initial operational period of the Platform during which Medical Facilities may access and use the Platform without payment of any Fees. This phase is intended to gather operational feedback, expand platform adoption, and support global collaboration with renal care providers. RENAL TRAVELER will notify Medical Facilities in writing at least three (3) months before the conclusion of the Launch Phase and prior to the introduction of any new business model involving fees or payment obligations.

1.2 Not a Medical Referral Service

1.2.1 For the avoidance of any doubt, RENAL TRAVELER expressly indicates that it is not providing medical referral/prescribing services and neither endorses, recommends, nor approves any Medical Facility listed on the Platform. RENAL TRAVELER does not advise, counsel or recommend in any way or form if, how, and when Medical Services or any other medical treatments and related services are to be carried out. Additionally, RENAL TRAVELER and its representatives will not discuss or advise on any issues relating to the Medical Services and / or any other medical treatment.

1.2.2 RENAL TRAVELER provides information about Medical Facilities (where such information are provided to RENAL TRAVELER by the respective Medical Facilities) and facilitates contact between the Users and Medical Facilities with whom it cooperates, and it provides information about Medical Facilities' credentials in order for the Users to make informed decisions. For the avoidance of any doubt, RENAL TRAVELER does not recommend any preferred or specific Medical Facilities and/or doctors for Users's desired Medical Services and / or other medical treatments and related services.

1.2.3 RENAL TRAVELER encourages and advises Users to discuss all medical issues with their medical doctor at their country of domicile, before making a decision on traveling or undergoing any Medical Service or other medical treatment.

1.2.4 The Medical Services, i.e., any other medical treatment booked through the Platform or outside of the Platform by the User is subject to the agreement between the Medical Facility and the User.

1.2.5 RENAL TRAVELER assumes no responsibility or liability for any Medical Service, treatment or other services rendered by any Medical Facility or by any Medical Facility's staff, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, Medical Service, treatment or other services provided by the Medical Facility. Claims and/liabilities relating to the above are expressly disclaimed.

2 ACCOUNT REGISTRATION AND LISTING ON THE PLATFORM

2.1 Account registration

2.1.1 In order to be able to use the Platform, the Medical Facility must register an account ('Account') to access and use the features of the Platform. The Account is an electronic account which is granted and provided by RENAL TRAVELER after the successful registration of the Medical Facility.

2.1.2 Registration of the Medical Facility is only performed on the website <https://renaltraveller.com> on the page ('List your clinic'). The Medical Facility can register the Account using an email address and creating a password and by providing additional information in line with the following provision 2.1.3. RENAL TRAVELER verifies the entered email address in the course of the Account registration.

2.1.3 During the registration process, and as a condition for the Medical Facility to open the Account on the Platform, the Medical Facility must provide the following documentation and/or information:

- Clinic name (mandatory),
- Email address (mandatory),
- Password (mandatory),
- Phone number (mandatory),
- Contact person, his / her position (optional),
- Clinic group (optional).

2.1.4 After successful registration of the Account, the Medical Facility can access its Account / dashboard and will be able to include additional information regarding the Medical Facility.

2.2 Listing of the Medical Facility on the Platform

2.2.1 Registering the Account on the Platform will not automatically lead to the listing of the Medical Facility on the Platform.

2.2.2 After successful registration of the Account, RENAL TRAVELER will contact the Medical Facility (via one of the provided contact information by the Medical Facility) in order to perform vetting process of the Medical Facility which is pre-requisite for the listing of the Medical Facility on the Platform.

2.2.3 During this vetting process, RENAL TRAVELER's medical quality team can request, and the Medical Facility undertakes to provide to RENAL TRAVELER the following information and / or documentation:

- Valid license for the performance of the Medical Services in the Medical Facility,
- Any other information or documentation that RENAL TRAVELER considers relevant in order to list the Medical Facility on the Platform.

2.2.4 Only after the successful completion of vetting procedure and all the checking performed by RENAL TRAVELER, RENAL TRAVELER will approve the Account of the Medical Facility and will list the Medical Facility on the Platform, and the Users will be able to see the respective Medical Facility listed on the Platform.

2.3 Use of the Account and the Platform

2.3.1 The Medical Facility must provide accurate, current and complete information during the registration process as well as during the vetting process before it is listed on the Platform (as indicated under articles 2.1 and 2.2), and it must keep its Account and related information up-to-date at all times.

2.3.2 The Medical Facility may not register more than 1 (one) Account. The Medical Facility may not assign or otherwise transfer its Account to another party. It is not allowed to register the Accounts with "bots" or any other automatic manner.

2.3.3 By accessing or using the Platform, the Medical Facility represents and warrants that it has the legal capacity and authority to conclude and enter into an agreement.

2.3.4 RENAL TRAVELER reserves the right to refuse to list the Medical Facility on the Platform, as well as to delist respective Medical Facility from the Platform, for any reason, if in its sole discretion finds that the Medical Facility listing on the Platform is not in line with the image of the Platform.

2.3.5 RENAL TRAVELER will not allow opening and registration of new Account for the Medical Facility or to list on the Platform the Medical Facility that has outstanding obligations towards RENAL TRAVELER based on previous or ongoing business cooperation.

2.3.6 The Medical Facility is responsible for maintaining the confidentiality and security of its Account credentials and if the Medical Facility discloses its credentials to any third party for any reason, the Medical Facility remains responsible for the Account credentials. The Medical Facility must immediately notify RENAL TRAVELER if it knows or have any reason to suspect that its credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of its Account. RENAL TRAVELER is not liable for any loss or damage arising from the Medical Facility's failure to comply with the obligations from this provision.

2.3.7 The Medical Facility is liable for any and all activities conducted through its Account, either by the Medical Facility or any third party authorized by the Medical Facility to access and use the Medical Facility's Account. The Medical Facility is obliged to ensure that any third party accessing and using the Account of the Medical Facility is fully informed of this Agreement and to fully comply with the provisions of this Agreement, as well as with any RENAL TRAVELER rules, policies, notifications or similar which are communicated by RENAL TRAVELER to the Medical Facility.

2.3.8 The Medical Facility who registers and logs into the Account and the Platform and uses it is considered as a contracting party for the purposes of this Agreement.

2.3.9 In case that there is any dispute regarding the Account of the Medical Facility, RENAL TRAVELER may suspend such Account until respective dispute is not resolved.

2.3.10 The Medical Facility must not use the Platform for any illegal or unauthorized purposes. While using the Platform, the Medical Facility must act in accordance with all applicable laws and regulations.

3 BOOKING MODIFICATIONS, CANCELLATIONS, AND REFUNDS

3.1 Any and all modifications or cancellations of the performed bookings on the Platform will be directly communicated and resolved between the User and the Medical Facility.

3.2 In that sense, the Medical Facility and the User are solely responsible for any modifications or cancellations of bookings made via the Platform and the Medical Facility undertake to resolve such matters directly with the User, and RENAL TRAVELER assumes no liability in relation to such modifications or cancellations of the bookings made via the Platform or outside of the Platform. The Medical Facility undertakes to duly inform the User on any charges, fees and taxes associated with such bookings' modifications or cancellation of the booking. Any such payments will be directly paid to the Medical Facility, and RENAL TRAVELER assumes no liability regarding this.

3.3 Users can modify or cancel a reservation, request for personalized quote, or confirmed booking at any time and with no cancellation or other charges towards RENAL TRAVELER. On the other hand, RENAL TRAVELER does not provide any representation and / or warranty that the Medical Facility will not charge the User for the indicated or similar activities.

3.4 The Medical Facility is not eligible for a refund, compensation or reimbursement of any kind from RENAL TRAVELER related to performed bookings, i.e., reservations via the Platform, since RENAL TRAVELER is not a party to the agreement between the Medical Facility and the User.

4 FEES AND PAYMENTS AND PRICES OF THE MEDICAL SERVICES

4.1 Fees and payments

4.1.1 During the initial launch phase, RENAL TRAVELER provides access to the Platform at no cost to the Medical Facilities. The obligation to pay any Fee for using the Platform is suspended. If RENAL TRAVELER introduces any Fee or a subscription model in the future, it will notify Medical Facilities at least three months in advance and consult with clinic partners about such changes.

4.1.2 No invoice will be issued and no payment is due during the launch phase. If RENAL TRAVELER begins charging a Fee in the future, invoices and payment terms will be provided to Medical Facilities with at least three months' prior notice, and the parties will consult on these terms.

4.2 Fees and costs related to the Medical Services

4.2.1 Regarding the fees and costs for the Medical Services or other treatments and services that are provided by the Medical Facilities to the Users, the Medical Facilities undertake to duly inform the Users prior any booking via the Platform on any fees and costs, including related taxes and other similar charges, associated with the provision of the Medical Services or other treatments and services that are provided by the Medical Facilities ('Medical Fees').

4.2.2 Additionally, the Medical Facilities undertakes to duly inform the Users prior any booking via the Platform on any fees and costs, including related taxes and other similar charges, associated with any bookings of Medical Services, and regarding changes or cancellations of such bookings ('Medical Facility Booking Fees').

4.2.3 For the avoidance of any doubt, RENAL TRAVELER does not charge Users for any bookings and reservations made over the Platform, nor for any related changes or cancellations of such bookings and reservations. On the other hand, RENAL TRAVELER does not provide any representation and / or warranty nor assume any liability if the Medical Facilities introduce such charges to the Users.

4.2.4 Medical Fees regarding the Medical Services or other treatments and services that are provided by the Medical Facilities to the Users, Medical Facility Booking Fees, as well as any taxes or charges thereof, are paid directly by the Users to the Medical Facilities, and RENAL TRAVELER is not liable for this neither to the Medical Facilities nor to the Users.

5 REPRESENTATION AND WARRANTIES

5.1 Representation and Warranties of the Parties

5.1.1 Each of the Parties represents, warrants and covenants the following: a) it has the full legal ability and authority to enter into this Agreement and to execute its obligations hereunder, without need for any consent, approval or immunity not yet obtained; b) it has the right to grant the rights herein; c) the rights granted and deliveries provided under this Agreement do not and shall not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other right of any third party of any other agreement.

5.2 Further Representation and Warranties of the Medical Facility

5.2.1 The Medical Facility represents and warrants to RENAL TRAVELER that it has implemented and will continue to have implemented during the validity of this Agreement all medical standards and requirements that are necessary for the legal and professional operation of Medical Facility, in relation, inter alia, to required licenses, staff and equipment, all in line with applicable laws and regulations. In that sense, the Medical Facility represents and warrants to RENAL TRAVELER that it holds and will continue to hold during the validity of this Agreement:

- all by law and other regulation required licenses and authorizations to conduct the Medical Services and related services in Medical Facility, and that it will provide Medical Services to patients according to the highest professional international standards.
- all medical and other staff employed or otherwise engaged by the Medical Facility has obtained and continuously holds all by law, other regulation and professional standards required training, licenses and professional qualifications in their respective area of specialization.
- all of its equipment and all of its premises has obtained and continuously holds all by law and other regulation required permits, licenses and authorizations necessary to be used for Medical Services and related services.

(hereinafter jointly referred to as the 'Required Standards')

5.2.2 RENAL TRAVELER shall have the right to request the examination of all documents and information relating to the Required Standards of the Medical Facility, and Medical Facility shall without delay provide such documents and information to RENAL TRAVELER.

5.2.3 The Medical Facility warrants to keep all data of itself on the Platform accurate and to commit to it, in particular to the treatment availability dates at disposal for bookings over the Platform. Furthermore, the Medical Facility warrants to keep accurate on the Platform all fees and charges for the Medical Services, and also fees and charges which may be imposed to the Users for booking and reservations of the Medical Services, as well as for changing or cancellation of such bookings and reservations.

5.2.4 The Medical Facility will maintain in effect appropriate levels of business liability insurance or self-insurance for the duration of the Agreement in amounts sufficient to meet its liability obligations under the Agreement as well as to meet its liabilities under the established relationships with the Users. The Medical Facility will provide certificates or other sufficient proof of adequate liability insurance coverage to RENAL TRAVELER upon request.

5.2.5 The Medical Facility will maintain in effect appropriate levels of medical insurance in amounts sufficient to meet its liability for any malpractice of its staff in relation to the Medical Services. The Medical Facility will provide certificates or other sufficient proof of adequate medical insurance coverage to RENAL TRAVELER upon request.

5.2.6 The Medical Facility is solely responsible for all content it makes available on or through the Platform and to ensure in good faith that no such content is offensive. The Medical Facility represents and warrants that Medical Facility is the sole and exclusive owner of all Medical Facility's content that it makes available on or through the Platform.

5.2.7 The Medical Facility represents and warrants to RENAL TRAVELER that it operates in all other matters according to all applicable laws and regulations, and that it will continue to operate as long as it is listed on the Platform and is offering and providing Medical Services.

6 DISCLAIMERS

6.1 Disclaimers regarding the Platform

6.1.1 The Medical Facility uses the Platform at its own risk. The Platform is provided 'as is' or 'as available' without any warranties or representations, express or implied..

6.1.2 RENAL TRAVELER disclaims all warranties, express or implied, to the fullest extent permitted by relevant applicable law and unless otherwise expressly agreed between RENAL TRAVELER and the Medical Facility, which may relate to its products and services, including without limitation, implied warranties of title, non-infringement and respect of intellectual property rights of any kind, warranties of merchantability and of a particular name, as well as any warranties that may arise from dealings or trade practices, as well as any warranties as to the accuracy, reliability or quality of any content or information contained within the Platform..

6.1.3 RENAL TRAVELER does not guarantee that the operation of the Platform will not be interrupted or will be error-free. Additionally, RENAL TRAVELER does not guarantee that defects will be corrected or that there is no danger of viruses and other harmful components..

6.1.4 The Medical Facility assumes all responsibility for choosing the Platform, for accessing it, as well as for using the Platform..

6.2 Disclaimers regarding the Medical Services.

6.2.1 To the fullest extent permitted by relevant applicable law and unless otherwise expressly agreed between RENAL TRAVELER and the Medical Facility, RENAL TRAVELER disclaims all warranties, express or implied, and RENAL TRAVELER assumes no responsibility relating to the operation, safety, condition or service of any Medical Facility, physician, healthcare provider, hospital, aircraft, motor vehicle, boat, other conveyance, inn, lodge, or hotel and/or products associated with such entities or services that are used wholly or in part by, for or on behalf of the User related to the booked Medical Services via the Platform. RENAL TRAVELER is not liable for any acts, errors, omissions, representations, warranties, breaches or negligence of any such Medical Facility i.e., other service provider or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. RENAL TRAVELER does not provide any assistance nor covers any cost regarding aforementioned, whatsoever..

6.2.2 RENAL TRAVELER assumes no responsibility nor grants any warranties, express or implied relating to the information and documentation provided by the User to the Medical Facility. In that sense, the Medical Facility has to request any and all information and documentation that are related to the User and the requested Medical Services. The Medical Facility shall use best efforts to rely upon the provided documentation and information, especially the existing diagnostic tests and materials/reports of the User. However, if such information and documentation (for example, test results) are inconclusive or misleading, the Medical Facility shall request the User to undertake a fresh assessment in order to arrive at an accurate diagnosis prior to administering Medical Service, i.e., the most appropriate health care services to the User, subject to the completion of appropriate documentation by the User. RENAL TRAVELER is not part of the direct "doctor-patient relationship" that is held between the Medical Facility and the User, and therefore shall not be held liable for requests regarding additional testing or fresh assessments that Medical Facility may or may not request the User to undertake..

7 MEDICAL FACILITY'S CONTENT ON THE PLATFORM

7.1 'Content' means all communications, sound, text, data, graphics and all material and information that the Medical Facility uploads and transmits through the Platform, all activities performed within

the Account, even when they are performed by other persons who have the right to access the Account based on the Medical Facility's authorization, as well as any information provided and/or disclosed by the Medical Facility in any way through the Platform.

7.2 RENAL TRAVELER has the right, at its sole discretion, to refuse to post or remove any Content of the Medical Facility from the Platform. Furthermore, RENAL TRAVELER also reserves the right, at any time and in its sole discretion, to disclose any Content for any reason, including the following (i) in order that any law, regulation or governmental request are not violated; (ii) in order to comply with this Agreement or any other agreement; (iii) to protect its legal rights and exercise of legal remedies; (iv) in the event that someone's health and safety is at risk; or (v) to report a crime or any other illegal activity.

7.3 By uploading and placing the Content on the Platform, the Medical Facility agrees to: (i) enable other Internet users to view Content that is publicly posted on the Platform; (ii) enable RENAL TRAVELER to store and, in the case of publicly posted Content, to display the Content; and (iii) that RENAL TRAVELER at any time has the right to review all Content posted through the Platform therewith RENAL TRAVELER is not obligated to do so.

7.4 The Medical Facility hereby confirms and accepts that it is fully and solely responsible for the Content. The Medical Facility will indemnify and protect RENAL TRAVELER from all claims related to the Content published on the Platform.

7.5 The Medical Facility will not store nor post any Content that: (i) infringes, misappropriates or abuses any patent, copyright, trademark, trade secret, property right and other intellectual property of a third party or personal or privacy rights; (ii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iv) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (v) is violent or threatening or promotes violence or actions that are threatening to any other person; (vi) promotes illegal or harmful activities or substances; or (vii) violates this Agreement or any other RENAL TRAVELER rules or policy. RENAL TRAVELER may, without prior notice, remove or disable access to any Content of the Medical Facility that it finds to be in violation of this Agreement or RENAL TRAVELER's then-current policies or standards, or otherwise may be harmful or objectionable to RENAL TRAVELER, its affiliates, third parties, or property.

8 USE OF THE PLATFORM

8.1 RENAL TRAVELER reserves the right to, at any time and without prior warning, terminate or disable access to the Content and the Accounts that it determines violate this Agreement or any applicable laws and regulations or are otherwise harmful to RENAL TRAVELER or the Platform.

8.2 The Medical Facility understands that RENAL TRAVELER uses third parties as suppliers and hosting partners to provide the necessary hardware, software, network, memory and other technology that is necessary for the operation of the Platform. In this sense, RENAL TRAVELER will not be responsible for non-functioning of the Platform, due to the actions and omissions of third parties.

8.3 The Medical Facility has no right to upload, send and transmit unsolicited e-mails, SMS or "spam" messages, worms or viruses or any other destructive or disruptive code, in connection with the use of the Platform.

8.4 The Medical Facility is responsible for all activities and all the Content including but not limited to images, photographs, written and graphic content, audio data, code, video data, and other data uploaded, collected, generated, stored, displayed, distributed, transmitted in connection with the Account and the Platform.

8.5 When using the Platform the following is, among others, expressly prohibited:

- Any activity that is harmful, prohibited by applicable laws and regulations, offensive, disturbing, produces hatred;
- Any activity that threatens or violates the personal rights of third parties, rights related to intellectual property, rights related to the protection of personal data;
- Unauthorized access to other people's information and resources;
- Transmission of malicious or unauthorized software;

- Imitation or misrepresentation of the Medical Facility or User in any manner;
- Other activities prohibited in accordance with applicable laws and regulations.

8.6 Violation or breach of any provision of this Agreement, as determined by RENAL TRAVELER in accordance with its discretionary assessment, allows RENAL TRAVELER to immediately terminate the Agreement with the Medical Facility without any additional explanation, i.e. delete the Medical Facility Account.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Intellectual Property Rights on the Platform

9.1.1 The Platform, as well as any part of the Platform (including without limitation, name and logo of the Platform) are protected by the laws of North Macedonia and other international laws and regulations for the protection of intellectual property rights. RENAL TRAVELER reserves all rights related to the Platform, and all parts thereof including, without limitation, any copyright or related right, intellectual property right, as well as the exclusive right to create derivative works, and the Medical Facility agrees not to create copyrighted works based on the Platform, unless expressly permitted by RENAL TRAVELER.

9.1.2 In accordance with this Agreement and acceptance thereof by the Medical Facility, RENAL TRAVELER grants, and the Medical Facility hereby accepts a limited, non-exclusive, non-transferable license (unless otherwise specified in a separate agreement) for the Medical Facility to register the Account with RENAL TRAVELER and use the Platform for the purposes of realization of the Booking Services from this Agreement.

9.1.3 The limited license granted to the Medical Facility is subject to additional restrictions, which are defined below. Any use of the Platform that violates the license restrictions below constitutes an unauthorized use of the Platform contrary to the license granted and will be considered a violation of RENAL TRAVELER's copyright and other intellectual property rights on the Platform. The Medical Facility agrees that under no circumstances will, among other things:

- copy, reproduce, translate, reverse engineer, disassemble, derive the source code or any other part of the Platform, or disassemble the Platform, in whole or in part, or create derivative works based on the Platform;
- modify or cause to be modified any file that is part of the Platform, unless expressly authorized by RENAL TRAVELER;
- assign, pledge, sell, sublicense or otherwise transfer the rights guaranteed by this Agreement to any third party without the prior express written consent of RENAL TRAVELER;
- use any unauthorized third-party program that in any way affects the Platform, or automation programs, nor any third-party programs that interrupt, simulate or redirect communication between the Platform and RENAL TRAVELER, or collect information about the Platform by reading parts of the memory that the Platform uses to store information about the Platform.

9.1.4 All rights on the Platform are the property of RENAL TRAVELER, and the Medical Facility has only the right to use the Platform in accordance with this Agreement. Any rights not expressly granted to the Medical Facility under this Agreement belong to RENAL TRAVELER.

9.1.5 The Medical Facility may not lend, lease, or in any other way assign to third parties the use of the Platform, without the express prior written consent of RENAL TRAVELER.

9.2 Intellectual Property Rights on the Content of Medical Facilities

9.2.1 RENAL TRAVELER does not have any intellectual property rights on the Content that the Medical Facility provides to RENAL TRAVELER for the purposes of using the Platform. All posted Content remains the property of the Medical Facility. The Medical Facility declares that it has the rights to the entire Content that it publishes within the Platform and that it does not infringe any rights of third

parties, and that in this sense it will protect RENAL TRAVELER and compensate it for all damages in the event of any claims by third parties against RENAL TRAVELER.

9.2.2 The Medical Facility grants to RENAL TRAVELER, its affiliates and any trusted third parties which collaborates with RENAL TRAVELER to the extent necessary to fulfil the services provided on the Platform a worldwide, unrestricted in time and royalty free license to freely use, reproduce, distribute, modify, adapt, create derivative works, and otherwise use Medical Facility Content as available to RENAL TRAVELER on the Platform.

10 CONDITIONS THAT ARE RELATED TO HARDWARE / CONNECTION

10.1 In order to access and use the Platform, the Medical Facility must meet the hardware and internet connection requirements, which may change over time. The Medical Facility bears the entire responsibility for paying all costs for internet connection, as well as for all equipment, servicing, repairs necessary to access and use the Platform.

11 LINKS TO OTHER SITES

11.1 The Platform may contain links to other sites on the internet for the convenience of its users. These other sites are maintained by third parties over whom RENAL TRAVELER exercise no control. Accordingly, RENAL TRAVELER expressly disclaim any responsibility for the content of these other sites and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available or advertised on or through these other sites

12 MODIFICATIONS OF THE PLATFORM

12.1 RENAL TRAVELER reserves the right to change, update or temporarily or permanently suspend or limit access to certain properties or parts of the Platform at any time, with or without notification to the Medical Facility or a third party or liability to them.

12.2 The Medical Facility also understands and accepts that any such change or improvement may alter the system specifications necessary to access and/or use the Platform. In that case, only the Medical Facility bears the responsibility for the acquisition of the necessary additional software and/or hardware.

12.3 All new features that augment or improve the current Platform, including the implementation of new tools and resources, are subject to this Agreement.

12.4 RENAL TRAVELER may at any time modify or cancel the Platform, or part of the Platform, with or without any notice to the Medical Facilities or liability to them.

12.5 RENAL TRAVELER shall not be liable to the Medical Facility or any third party for any modification, price change, suspension or cancelation of the Platform and services provided through the Platform.

13 RELATIONSHIP BETWEEN THE USER AND THE MEDICAL FACILITY

13.1 Medical Services as well as any other services rendered by the Medical Facility to the User are subject to the direct agreement or any other arrangement between the respective Medical Facility and the User.

13.2 During booking procedure, i.e., after the booking of the User is confirmed by the Medical Facility, the Medical Facility shall inform the User about the necessary medical documents (for example, recent medical reports, lab tests etc.) that he should bring with him and about any other prerequisite requested by the Medical Facility and the User is responsible for fulfilling these requests.

13.3 The Medical Facility shall be solely responsible for and shall undertake to communicate with the User on the language of the User's understanding and shall be solely responsible for any and all Medical Services and any other services to be provided to the User, as well as for any malpractice claims and other claims that may arise directly or indirectly from any Medical Service, advice, treatment or other services the Medical Facility renders to the User. Consequently, RENAL TRAVELER shall not be responsible for the same.

13.4 An emergency, complication or medical requirement, of whatsoever nature, arising with regard to the Medical Services, or other services rendered by the Medical Facility, due to the User's present or past illness or the side effects/ allergy of/ to drugs or lack of adequate treatment, pre, during or post Medical Services, or other services rendered by the Medical Facility, will be the absolute responsibility of the Medical Facility and RENAL TRAVELER shall not be responsible for the same.

13.5 RENAL TRAVELER does not assume any liability for the confirmation of the User's identity, nor for any medical documentation and / or information provided by the User to the Medical Facility.

13.6 For the avoidance of any doubt, RENAL TRAVELER is not responsible for any flight or any travel organization of the User visiting the Medical Facility, and RENAL TRAVELER is not liable to notify the travel times or any arrivals or departures of the User to the Medical Facility.

13.7 For the avoidance of any doubt, RENAL TRAVELER has no liability with regards to the payment of Medical Services of any User. The Medical Facility shall invoice Users and/or their insurers directly..

14 TERM AND TERMINATION OF THE AGREEMENT; DELETION OF THE ACCOUNT

14.1 Term and Termination of the Agreement; Deactivation and Deletion of the Account

14.1.1 This Agreement enters into force and will be applicable between the Parties starting from the moment when the Medical Facility opens, i.e., registers its Account on the Platform. Unless terminated in line with the provisions of this Agreement, this Agreement is concluded for the indefinite period of time.

14.1.2 The Medical Facility has the right to request deactivation or deletion of its Account at any time and for any reason or for no reason at all. Deletion of the Account will result in removal of the Account from the Platform and termination of the Agreement, whereas deactivation will result the Account to enter into 'pending status' where Medical Facility would not be able to perform any activity related to the Account until the Account is reactivated, but in this situation the Agreement will still be in force.

14.1.3 Neither deactivation nor deletion of the Account is performed automatically. In case the Medical Facility would like to either deactivate or delete the Account, it needs to send written request (e-mail sufficient) to RENAL TRAVELER asking deactivation or deletion of the Account. The Medical Facility and RENAL TRAVELER will then enter communication regarding this matter, and if the Medical Facility confirms its desire to deactivate or delete the Account, RENAL TRAVELER will perform such deactivation or deletion of the Account.

14.1.4 RENAL TRAVELER may, at any time and with immediate effect and upon written notice, delete the Medical Facility's Account and terminate this Agreement, if the Medical Facility has breached any of its obligations, representations and / or warranties under this Agreement

14.2 Consequences of Deletion of the Account and Termination of the Agreement; Consequences of Deactivation of the Account

14.2.1 After the deletion of the Account and termination of the Agreement, either by RENAL TRAVELER or the Medical Facility,

- Unless otherwise expressly provided for in this Agreement, RENAL TRAVELER will stop providing the Medical Facility with the Booking Services on the Platform and the Medical Facility will no longer be able to access the Account and the Platform;
- The Medical Facility's Account will be removed from the Platform.

14.2.2 The following articles and/or provisions shall survive the expiration or termination of this Agreement: (a) Articles 5, 6, 9, 13, 14, 15, 16 and 17 and (b) any provision of this Agreement that, given its purpose, interpretation or context, logically should survive the expiration or termination of this Agreement or any obligations incurred prior to the effective date of such termination, in so far appropriate, shall remain in full force and effect until satisfied pursuant to the terms of this Agreement as though the Agreement had not been terminated.

15 LIMITATION OF LIABILITY

15.1 The Medical Facility expressly agrees that it understands and accepts that RENAL TRAVELER shall not be liable for any direct, indirect, incidental, special, punitive, consequential or exemplary damages, including but not limited to damages resulting from loss of profit, business opportunity, data use or other immaterial losses or damages that result from inconvenience, delay, or loss of use (even if RENAL TRAVELER was informed of the possibility of such damages occurring or should have known that such a possibility existed), arising from: (i) the reliance, use or inability to access and use the Platform; (ii) any materials, products or any services obtained on or through this Platform; (iii) any arrangements made based on information obtained on or through the Platform; (iv) the costs of purchasing substitutes for goods and services resulting from use of the Platform; (v) unauthorized access or modification of transmission or data of the Medical Facility or the User; (vi) statements or actions of any third party regarding the Platform; (vii) or any other matter relating to the Platform, and its use.

15.2 For the avoidance of any doubt, the Medical Facility expressly acknowledges and agrees that RENAL TRAVELER shall not be liable for any damages that may occur from the relationship between the Medical Facility and the User, and especially arising from the provided Medical Services or any other service by the Medical Facility to the Users. In that sense, the Medical Facility shall defend, indemnify and hold harmless RENAL TRAVELER and its affiliated companies, and their respective directors, officers, employees and successors from and against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) ('Claims') made against or sustained by RENAL TRAVELER, and its affiliated companies, and their respective directors, officers, employees and successors arising out of the death of or bodily injury to any person or damages to property due to the Medical Services or any other service provided by the Medical Facility to the respective Users and/or arising from any relationship between the Medical Facility and the User.

16 INDEMNITY

16.1 Medical Facility agrees to defend, indemnify and hold RENAL TRAVELER and its affiliated companies, and their respective directors, officers, employees and successors harmless from any loss, liability, claim or demand, including reasonable attorney fees due to or arising out of the use of the Platform by the Medical Facility in violation of this Agreement and/or breach of Medical Facility's representations and warranties pursuant to this Agreement.

16.2 Medical Facility agrees to defend, indemnify and hold RENAL TRAVELER and its affiliated companies, and their respective directors, officers, employees and successors harmless from any

loss, liability, claim or demand, including reasonable attorney fees, made by the User due to or arising out of the Booking Services and / or Medical Services, for any reason.

17 CONFIDENTIALITY AND USE

17.1 Definition

17.1.1 For the purpose of this Agreement, 'Confidential Information' means any and all information of a business or competitively sensitive nature, acquired and/or owned by a Party, directly or indirectly, in connection with this Agreement (including, but not limited to, oral, written or electronic information concerning the other Party, its businesses and management thereof, including its proprietary and trade secrets); analyses, compilations, studies, or other documents prepared by the other Party, its agents or employees or third parties; the terms and conditions hereof; software (including, without limitation, software, source code, object code, software documentation, specifications, technical data, computer program); hardware design, any invention, product, formula, method, technique, composition, compound, project, development, apparatus, equipment, process, research, reports, laboratory data; financial information (including, but not limited to, forecast, unpublished financial statements, budget, license, prices, costs and accounting records); information concerning the other Party's financial position and results of operations (including, but not limited to, revenues, margins, net income, assets and liabilities); annual and long-range business plans and methods, product or service plans, marketing plans and methods, account invoices; training, educational and administrative manuals; vendor, supplier, partner or customer information, including names, addresses, telephone numbers, customer requirements, and purchase histories.

17.2 Exceptions

17.2.1 Confidential Information shall not include any data or information that:

- has been voluntarily disclosed to the public by a Party lawfully controlling/owning such information;
- has been independently developed and disclosed by others or a Party without using the Confidential Information;
- otherwise enters the public domain through lawful means.

17.3 Obligations

17.3.1 Each Party ('receiving party') shall protect the other Party's ('disclosing party') Confidential Information from unauthorized dissemination and use it with the same degree of care as such Party uses to protect its own non-public and confidential information. Neither Party shall use the other Party's Confidential Information for purposes other than those necessary to directly implement and execute the present Agreement. Neither Party shall disclose to third parties the other Party's Confidential Information without prior written consent of such other Party unless if it is required to be disclosed under applicable law or by any court or arbitrator of competent jurisdiction or any other regulatory or government authority or obligations of professional conduct. The obligations arising from this section shall survive the termination of this Agreement for 10 (ten) years.

17.4 Return of Confidential Information and Cessation of Use

17.4.1 The Confidential Information provided to the receiving party shall be returned to the disclosing party as soon as reasonably practicable upon the disclosing party's request, and the receiving party shall erase any Confidential Information from any computer, word processor or other device containing such information

17.4.2 Previous paragraph 17.4.1 shall not apply if and to the extent the receiving party is obliged under applicable statutory law to retain Confidential Information. During the term of the statutory retention period, the obligations of the receiving party under this Agreement remain valid and enforceable irrespective of whether this Agreement terminates in the meantime. Upon cessation of

all applicable statutory retention periods, the receiving party's obligations under previous paragraph revive.

17.4.3 All possible titles or intellectual property rights that may be connected directly or indirectly with the Confidential Information belong to the Party owning such Confidential Information and remain the sole property of the latter. All records, documents, papers and other works protected by copyright acquired by either Party from the other Party in the performance of its duties and tasks under the present Agreement shall, together with all other rights, patent rights, trademarks, etc. remain at all times the exclusive property of the other Party.

17.5 Remedies

17.5.1 In case of misuse or disclosure of any Confidential Information by either Party such other Party may seek and obtain remedy against the breach of the foregoing undertakings, in addition to any other legal remedies, which may be available.

18 COMPLIANCE CLAUSE

18.1 The Medical Facility agrees that it and all of its officers, directors, employees, agents, or other representatives shall in their performance of this Agreement:

- Comply with all applicable laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act ('FCPA'), U.K. Bribery Act 2010 ('Bribery Act'), and all other applicable anti-corruption laws and regulations (here jointly referred to as 'applicable laws');
- Ensure that no offer, promise, payment, or transfer of anything of value, directly or indirectly, is made in a corrupt or improper effort to obtain business or a commercial advantage to (a) any employee or official of any government, including any civil servant, governmental representative, public sector employee (including employees of government-owned or government-controlled corporations or instrumentalities or public international organizations), political party, official of a political party, or candidate for public office, or any family member or close associate of such persons, or (b) any intermediary for payment or provision to any of the foregoing; and
- Provide training to its officers, directors, employees, agents, or other representatives on applicable laws as needed to ensure full compliance with these laws.

18.2 The Medical Facility represents that it and its officers, directors, employees, agents and other representatives, have not made, and will not make, any payments in connection with this Agreement that could violate any applicable laws. The Medical Facility further represents that if it gains knowledge of any conduct by one of their respective officers, directors, employees, agents, or other representatives, which violates any applicable laws, or if it has specific knowledge of such conduct based on any official investigation, action, lawsuit or proceeding by a competent authority, it shall immediately inform RENAL TRAVELER of such knowledge and information. In the event of any violation, or potential violation based on knowledge of the immediately preceding in this paragraph, of the applicable laws, the Medical Facility hereby acknowledges that RENAL TRAVELER may immediately terminate this Agreement upon written notice to the Medical Facility, without prejudice to the damages it may claim in relation to such termination.

18.3 The Medical Facility shall indemnify and hold RENAL TRAVELER and its affiliates harmless from and against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of, or relating to any non-compliance with this article by the Medical Facility. The foregoing indemnity shall cover any liability as well as any costs and expenses including attorney's fees arising out of such claims and any and all costs incurred in the defence and settlement of such claims.

19 DATA PROTECTION

19.1 The Medical Facility must process personal data of the Users in accordance with all applicable laws and regulations that are regulating the subject matter of data protection.

19.2 The Medical Facility must publish on its profile on the Platform its currently applicable privacy notice for the Users.

19.3 In the event that personal data of Users from the European Union or the European Economic Area are processed by RENAL TRAVELER, such data shall be processed for the purposes of managing the booking, on behalf of, and pursuant to the documented instructions of the Medical Facility, as detailed in the [Data Processing Addendum](#).

19.4 If the Medical Facility is based in the United States, any processing of Protected Health Information ("PHI") shall be conducted in accordance with the terms of a duly executed Business Associate Agreement between the Medical Facility and RENAL TRAVELER, and in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

19.5 The Medical Facility shall indemnify and hold RENAL TRAVELER and its affiliates harmless from and against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of, or relating to any non-compliance with this article by the Medical Facility. The foregoing indemnity shall cover any liability as well as any costs and expenses including attorney's fees arising out of such claims and any and all costs incurred in the defence and settlement of such claims.

20 MISCELLANEOUS

20.1 Governing law and dispute resolution

20.1.1 This Agreement shall be governed by and interpreted in accordance with the laws of the country where the Medical Facility is located. In case of any claim, dispute, or difference arising out of or in connection with this Agreement, the parties agree on the exclusive jurisdiction of the competent courts of the country where the Medical Facility is located.

20.2 Modifications of the General TC

20.2.1 RENAL TRAVELER reserves the right, from time to time and at its own discretion, to revise, update, modify, supplement or delete certain terms and conditions in this Agreement without prior notice to the Medical Facility. If RENAL TRAVELER changes this Agreement, it is obliged to publish the changes on its website or inform the Medical Facility about it by e-mail.

20.2.2 If some of the changes to this Agreement become unacceptable for the Medical Facility, or if due to such changes the Medical Facility is no longer aligned with this Agreement, the Medical Facility is obliged to delete its Account and immediately to stop using the Platform. If the Medical Facility continues to use the Platform, even after the changes of this Agreement, it will be considered that the Medical Facility fully and irrevocably agrees with all the changes.

20.3 Severability

20.3.1 Each of the provisions contained in this Agreement or in any amendment thereof is independent of every other provision to the effect that if any provision is determined to be invalid or unenforceable to any extent, such provision will be severed from the body of the present Agreement and such determination will not affect any other provision in the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

20.4 Waiver

20.4.1 No failure of either Party to exercise any right or power given to it under this Agreement or to insist upon strict compliance with any obligation or condition of this Agreement constitutes a waiver of any of its rights.

20.5 Entire Agreement and Article Headings

20.5.1 This Agreement, including the Annexes, Schedules and Appendixes, constitutes the entire agreement between the Parties and supersedes all prior agreements in connection with the subject matter hereof. Headings are inserted for convenience only and will not affect the interpretation or construction of this Agreement.

20.5.1 By registering and using the Platform, the Medical Facility fully agrees to the provisions of this Agreement.

20.6 Limited function

20.6.1 The relationship of the Parties is that of independent contractors and neither shall hold itself out as being the partner, joint venturer, agent, servant or employee of the other Party, or as having any authority to act in such capacity for the other Party.

20.7 Assignment

20.7.1 The Medical Facility may not assign, transfer or delegate this Agreement and its rights and obligations hereunder.

20.7.2 RENAL TRAVELER may assign, transfer or delegate this Agreement and its rights and obligations hereunder, in part or in whole, to any of its affiliated companies.

20.8 Force majeure

20.8.1 RENAL TRAVELER bears no responsibility for delays and non-performance under this Agreement arising from circumstances beyond its control, including any non-performance due to unforeseen circumstances, causes beyond its control such as force majeure, war, terrorism, rebellion, embargo, civil controls and military actions, fires, floods, accidents, strikes, shortages of transport facilities, fuel, energy, manpower and materials and similar.

Last updated 2025-10-24,

Terms of Use for Clinics – v4 (reflecting strategic shift to free access during launch phase)

These Terms were updated to reflect the current business model offering free platform access to Medical Facilities during the launch phase. Any future changes will be communicated to clinics with at least three (3) months' notice.

CONSENT

THE MEDICAL FACILITY HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE ABOVE-MENTIONED TERMS AND CONDITIONS OF THESE GENERAL TERMS OF USE AND THAT BY SELECTING THE 'ACCEPT' BUTTON BELOW AND/OR BY USING THE 'RENAL TRAVELER' PLATFORM, THE TERMS OF THIS AGREEMENT BECOME BINDING FOR THE MEDICAL FACILITY.