

Welcome to HealMeAway.com owned by Cuman LLC domicile at 8 The Green Suite # 14877 Dover, DE 19901 USA (hereinafter called HF). HealMeAway.com is the first democratic, private, and peace of mind DigiCare Platform, providing patients for both legally and medically safe trips to unfamiliar destinations other than home.

#### **Preamble**

Our Terms & Conditions define your access to and use of this Site and the information, and other content available on or through this Site. Please read these Terms & Conditions carefully before using this Site. We reserve the right, at our sole discretion, to change our Terms & Conditions at any time and without warning. Your continued use of this Site after such changes take effect will be deemed to constitute your acceptance of our new Terms & Conditions.

By accessing, using or browsing this site or any of the tabs, pages, or windows in this site, Patient indicates that he/she has read, understood and agree to be bound by this electronic agreement, and that he/she understands and intends this user agreement to be the legal equivalent of a signed, written contract between himself/herself and HF, and equally binding.

Both parties acknowledge that this Terms & Conditions is in the form of an electronic record (or may be delivered by email) and shall be considered an original globally. The agreement shall have the same legal effect, validity, and enforceability as a paper record once the Patient consents by ticking the box at the SignUp/Registration. In the event of any litigation related to this Agreement, Patient shall accept timestamps or time logs from HealMeAway.com as evidence of ticking the box. All such electronic data shall be treated strictly within our GDPR, CCPA and Privacy Policies.

#### **Description of Service**

HF is the first DigiCare Platform worldwide facilitating for you to make informed decisions on your medical trip by selecting freely among healthcare providers worldwide with their qualities, physicians, treatment costs, facilities, etc. HF has a network of service providers worldwide to ensure best and safest medical tourism experience ever. A peace of mind medical trip is our best intention for you. We just help you to make an informed decision on your healthcare provider in any country with therapy options and packages for those seeking treatment outside of home country. In this context, we are providing complimentary offerings such as insurance plans, services and itinerary solutions for our Patients. We gather publicly available information and provide this information to you for your personal use in making a more informed decision about your medical treatment options worldwide. Our offerings are not only building a democratic private web platform for both healthcare providers and Patients but providing our Patients coverage services against healthcare associated complications, malpractice; health insurances; itinerary solutions; and public intelligence services. Please view the website's pages for more details.

#### **Not A Medical Referral Service**

HF is not a medical referral service and does not endorse, recommend, or approve any travel agency or healthcare provider listed in the Site. We are not medical professionals and will not discuss or advise any issues relating to medical treatment. We facilitate contact with, and provide information about doctors worldwide and provide information about their credentials in order for you to make informed decisions. We encourage and advise you to discuss all medical issues with your physician in your domicile country, before making a decision on medical treatment outside of the country. Through our medical affiliates worldwide and our in-depth research we provide personalized health suggestions about available medical treatment and recuperation and packages to assist you making an informed decision. The information contained on the site is for informational purposes only, and in no case may it constitute the formulation of a diagnosis or the prescription of a treatment. The information on this site is intended to provide general information, so that patients can discuss their condition with their physician or specialist reference. The information



must in no way replace the direct doctor-patient relationship or the specialist visit. It is recommended to always seek the advice of your doctor.

You agree to assume all responsibility in connection with choosing any doctor for your desired procedure. In case you have purchased from us coverage services against any malpractice or medical complications as defined above and public intelligence services again defined above, we are just putting you in contact with right parties to follow your case. However, we assume no responsibility or liability for any treatment or other services rendered by any doctor, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, treatment or other services.

### **Disclaimers**

This site is for informational and consultancy purposes only. As we strive to provide the most accurate, up to date information possible, the site may contain technical inaccuracies or typographical errors, and may be changed or updated without notice.

To the fullest extent permissible pursuant to applicable law we assume no responsibility nor do we grant any warranties, express or implied relating to the operation, safety, condition or service of any physician, health care 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 you. We are not liable for the acts, errors, omissions, representations, warranties, breaches, or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

### **Limitations of Liability**

You agree that neither we nor our international affiliates will be liable for any damages resulting from your use of, or reliance upon, this site, any site materials, or any services obtained on or through this site. In the event of any problem with this site, any site materials, or services obtained on or through this site, you agree that your sole remedy is to cease using such items.

You agree that under no circumstances will HF or any of our or their directors, officers, members, employees, agents, representatives, servants, attorneys, predecessors, successors or assigns, be liable for any indirect, incidental, special, punitive, exemplary or consequential damages (including, but not limited to, lost profits and damages that result from inconvenience, delay, or loss of use) arising out of use of this site, any site materials, arrangements made based on information obtained on or through this site, or products or services obtained on or through this site, even if we or they have been advised of the possibility of such damages.

### **Indemnity**

You agree to defend, indemnify, and hold harmless HF and our affiliates, and our and their respective directors, officers, members, employees, agents, representatives, attorneys, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) your use of this Site, any Site Materials, or services obtained on or through this Site, (ii) any arrangements you make based on information obtained on or through this Site, or (iii) any breach by you of our Terms & Conditions.

#### Venue

You agree that this User Agreement shall be governed by and construed in accordance with the law of the U.S.A. and under the jurisdiction of Delaware. We agree that any legal action or proceeding under or with respect to this agreement may be brought in Delaware/USA ; and for the purpose of any such legal action or proceeding, you hereby submit to the jurisdiction of such courts. You hereby agree not to raise and waives any objection to or any defense based upon the venue of such courts and any objection or defense based upon an inconvenient form. You also agree not to bring any legal action or proceeding under or with respect to this agreement outside Delaware/ USA , unless, for some reason, the courts of Delaware and the courts having jurisdiction in Italy refuse or do not have jurisdiction in the matter.

#### Arbitration

Except as otherwise expressly provided in this User Agreement, any dispute or claim arising under or with respect to this User Agreement will be resolved by arbitration under the provisions of the Uniform Arbitration Act of Delaware, USA. The arbitrator in any proceeding may award reasonable costs and expenses, including reasonable attorneys' fee, to the prevailing party.

#### Copyright and Ownership

##### Copyright © HF All Rights Reserved

All of the Site Materials, including the content and display of this Site are property of HF. The Site Materials are protected by law, including, but not limited to U.S., European and international copyright law and trademark law, as well as other international laws and regulations. Other names and logos contained in this Site or in the Site Materials are trademarks and service marks of our affiliates and may not be used without the permission of the trademark or service mark owner.

#### Privacy Policy

The information that we collect from our users is used only to facilitate the selection of desired destination and medical procedure. We do not sell or share your information to any third party at any time without your permission. The protection of our users' personal information is extremely important to us. Therefore, we have adopted a privacy policy outlining our personal information collection and use practices. Please refer to it for details about how we collect and use personal information from users of this Site. Any changes to the Privacy Policy will be posted on this Site, and you should periodically consult this Site to stay apprised of any such changes.

#### Links to Other Sites

This Site contains links to other sites on the World Wide Web for the convenience of our users. These other sites are maintained by third parties over whom we exercise no control. Accordingly, we 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.

#### Force Majeure Cases

Notwithstanding anything to the contrary contained herein, the Rights Agent shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due

to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

### **Payment Terms and Conditions**

HF intends to provide its Patients peace of mind services as in payment terms stated below:

HF's web platform HealMeAway.com uses third party payment gateways where Patient makes the payment to healthcare provider as agreed on Healthcare Proposal between them.

When Patient selects a healthcare proposal, he/she contacts the healthcare provider giving such proposal. They review the proposal and if required the healthcare provider edits it and sends it via HealMeAway.com to Patient. Then makes such payment over the gateway as partially or in full to the healthcare provider.

Cancellation of Healthcare Proposal or Healthcare Package and payment refund should be settled between the Healthcare Provider and Patient. The Healthcare Provider already states their cancellation term in their Healthcare Proposal and Patient willingly accepts the term if he/she pays for the proposal.

Should any dispute including cancellations arise between the Healthcare Provider and Patient, Patient holds HF harmless. HF can only get them in contact by sharing each other's contact details.

Should a Patient request insurance plans, services, he/she can acquire them from their dashboard 48 hours before his/her medical trip departure date denoted in the healthcare proposal or the healthcare package offered. Once Patient makes the payment via our third party payment gateway for the sum, the payment is nonrefundable after 1 day after the transaction. For force majeure cases, Patient can apply us through our ticketing system for resolution so that we return him/her in 24 hours for our reply.

Should a Patient request itinerary solutions, he/she can acquire them from their dashboard 96 hours before his/her medical trip departure date denoted in the healthcare proposal or the healthcare package offered. Patient is supposed to make his/her request for medical trip from her/his dashboard. We return her/him with our proposal within 24 hours. Our proposal sum is given in her/his dashboard but details are sent via e-mail. As Patient makes a decision and makes the payment via our third party payment gateway for the sum, the payment is nonrefundable after 1 day after the transaction. For force majeure cases, Patient can apply us through our ticketing system for resolution so that we return him/her in 24 hours for our reply.

### **Travel Documents**

All participants must be in possession of a valid passport during time of travel, and must provide passport numbers and if possible upload its scans in order to arrange invitation letters for visa.

### **Prices, Rates, and Fares**

Unless otherwise indicated all prices rates shown and communicated are in USD.

By using the HealMeAway.com Platform, you acknowledge that you have read and understood this Terms and Conditions and agree to its terms.