

This Agreement (the "Agreement") is entered into between Cuman LLC, domicile at 8 The Green Suite # 14877, Dover, DE 19901 U.S.A. as owner of HealMeAway.com platform (hereinafter called HF) and Healthcare Provider whose profile is registered in HealMeAway.com platform (hereinafter called HCP).

By means of the Agreement herein contained, the parties adhere to the Agreement and agree as follows.

## **1 Preamble**

By using HealMeAway.com digicare platform by HF, HCP manifests here their agreement to these Terms and Conditions set forth in this agreement. By electronically ticking during the signUp or the registration, HCP acknowledges and consents that all transactions they make within this platform and all information they exchange in the platform shall be governed by this Agreement. HCP also acknowledges that This agreement starts as Healthcare Provider ticks the box below its Healthcare Proposal for the Patient's Request of Healthcare and continues until HCP fulfills its obligations for HF.

## **2 Scope of Work**

HealMeAway.com by HF facilitates for its members a democratic, private, competitive, and peace of mind medical tourism platform, helping its members to make informed and sound decisions. HCP is the member of this platform and willing to provide healthcare services to HealMeAway.com patients (hereinafter called Patients). Both parties shall adhere to the work as described in this agreement.

## **3 Fees and Commissions**

Full compensation, for complete performance of the work in compliance with all terms and conditions of this Agreement, shall be described in scope of works by both parties by the Articles 4 and 5. This agreement shall be valid between the dates denoted in the Preamble.

## **4 Electronic Records**

Both parties acknowledge that this agreement 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 Healthcare Provider consents by ticking the box below its Healthcare Proposal. In the event of any litigation related to this Agreement, HCP 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 and Privacy Policies.

## **5 Operation of HealMeAway.com Platform**

- 5.1 HF is a digicare platform that owns the HealMeAway.com. The platform offers a private space where patients can select healthcare proposals from healthcare providers (HCPs) by filtering their qualities and quotes. The platform aims to foster a safer and more defined relationship between patients and HCPs.
- 5.2 Patients and HCPs negotiate proposals through the platform until they reach an agreement.
- 5.3 HCPs are charged 1 credit per Healthcare Proposal and can buy credits from their dashboard on the platform.



- 5.4 HF charges HCPs a commission defined in the platform if a patient accepts an HCP's proposal and makes payment through our third party payment gateway or a third-party such as a health insurer. The commission is calculated on the net sum of the proposal before any deductions such as health insurance coverage. HCPs must inform HF of the net sum of the medical trip after discharging the patient in case there are additional charges to the proposal for calculating commissions and then issuing the invoices by HF. HCP acknowledges that he make the payment within 7 days of the invoice date.
- 5.5 Cancellation policies of proposals are negotiated between the patient and HCP. Therefore, both parties hold HF harmless for any claims regarding cancellations. In such a case, HF reserves the right to treat any return after deducting its own expenses due to the transaction. HF treats each case separately and informs the patient independently for each case.
- 5.6 If an HCP is reimbursed by a third party, it must transfer HF's commission within 1 week of the reimbursement's recovery.
- 5.7 If an HCP is paid directly from a third-party gateway by a patient, HF deducts its commission directly from the platform.
- 5.8 The platform generates a receipt on behalf of the HCP for direct payments made from the platform. The HCP authorizes HF to generate such a receipt.
- 5.9 HCPs are advised to open an account in the third-party gateway to receive payments instantly or stick to the remittance policies of the third-party payment gateway. HF accepts no responsibility in this regard since the relationship is between the third-party payment gateway and HCP.
- 5.10 HCP can also post healthcare package ads on the platform, and each Healthcare Package Ad is charged with 5 credits per month.
- 5.11 Once a patient selects a package, all procedures are the same as in the proposal case defined so far.

## **6 Miscellaneous**

- 6.1 By accessing, using or browsing this site or any of the tabs, pages, or windows in this site, HCP indicates that they have read, understood and agree to be bound by this agreement, and that they understand and intend this user agreement to be the legal equivalent of a signed, written contract between HCP and HF, and equally binding.
- 6.2 In case the HCP fails to fulfill any of its payment obligations stated in this Agreement, HF shall have the right to apply 1% interest for each month of late payment and withdraw all credits of HCP.
- 6.3 Both parties agree to hold in confidence any materials or information related to the Contract and not to divulge them to third parties without the written consent of the other party.
- 6.4 Both parties agree not to issue news releases or other advertising pertaining to the work of this Agreement without first obtaining the written approval from the other party.
- 6.5 All communication pursuant to or in connection with this Agreement shall be conducted in English.
- 6.6 Any dispute between the parties not settled by amicable agreement, whether resulting from any claim in contract or at law, which may arise in connection with the Agreement or the inter-operation, application, validity, breach, or termination of the Agreement or of any provision thereof, shall exclusively be referred to and finally settled by the courts in Delaware, USA.
- 6.7 HF warrants that the content posted on HealMeAway.com does not infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Use of third party trademarks is for description and identification purposes only. Such trademarks are the registered trademarks of their respective owners. HF asserts absolutely no ownership or other rights with respect to such third party trademarks.

6.8 For the purposes of this Agreement, (a) "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, as they may be amended from time to time, and (b) "Communication" shall mean this Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure, or authorization related to this Agreement.

6.9 Until 01 June 2024, HCP shall have privilege to submit proposals for requests of healthcare and arrange healthcare packages for free without requirement of credits as denoted in the articles 5.3 and 5.10. After this date, HCP can view requests of healthcare but cannot submit proposals without any credit. Also HCP cannot advertise their packages without the credits denoted in the article 5.10.

**7 This Agreement will be terminated when:**

7.1 At the end of the Agreement term, as stated above, both parties agree not to continue the Agreement.

7.2 Upon HCP shall fulfill its obligations under this Agreement

7.3 One of the parties breaching the Agreement fails to respond to the other party's written request within one month.

7.4 HF reserves the right to suspend membership of HCP upon defiance of this Agreement and deactivate its membership after termination of this Agreement.

**8 Governing Law and Jurisdiction**

8.1 The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the United States of America and under the jurisdiction of the state of Delaware. Any legal action or proceeding under or with respect to this Agreement may be brought in the state of Delaware, USA. For the purposes of any such legal action or proceeding, you hereby submit to the jurisdiction of such courts. You agree not to raise any objection or defense based upon the venue of such courts or any objection or defense based upon an inconvenient forum. You also agree not to bring any legal action or proceeding under or with respect to this Agreement outside of Delaware, USA, unless the courts of Delaware or the courts having jurisdiction in Italy refuse or do not have jurisdiction in the matter.

**9 Electronic Agreement**

Both parties acknowledge that this agreement is in the form of an electronic record or may be delivered by email and shall be considered an original globally. Once the Healthcare Provider consents by ticking the box below its Healthcare Proposal, the agreement shall have the same legal effect, validity, and enforceability as a paper record. By ticking the box, the Healthcare Provider shall be deemed to have made an electronic signature.