



## **CONTRACTUAL RELATIONSHIP**

1.1 The Terms and Conditions (“Terms”) constitute an Agreement between you, an individual, (“Users” or “You”) in which Eihal undergoes commercial activities, of mobile applications, websites, content, products and services (“Services”) made available by Eihal.

1.2 Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between You and Eihal. By using the Services, You consent to be bound by these Terms and must check the “I accept” box herein-below stating your acceptance of these Terms.

1.3 By using the Services, You concur that You have the full capacity to enter into a legally binding agreement, and to be held accountable in case You violate the Terms. Otherwise, You understand that Eihal may terminate or hinder your use of the Services.

1.4 You understand and acknowledge that Eihal may amend the Terms related to Services from time to time. Eihal shall notify You of such changes to the Terms and Your acceptance to the amended Terms is required to continue using the Services.

1.5 Users agree that Eihal can contact them by text message or telephone calls on the phone numbers they provide at user registrations including for internal marketing purposes of Eihal. This will not constitute disclosure or share of any of your personal identifiable information.

1.6 By accessing or using any part of the Services, You agree that You have read, understood and agreed to be bound by these Terms, as well as any additional available guidelines, policies, or rules as applicable to the Eihal and its Services, including but not limited to, the Eihal Privacy Policy.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND TO FOLLOW ALL APPLICABLE LAWS, GUIDELINES AND POLICIES, DO NOT ACCESS OR USE THE SERVICES.**

## **2. SERVICES**

2.1 This constitutes a technology platform that allows users of Eihal website and application to search and make referrals, as well as seek remote medical consultation and diagnostics through Eihal’s Doctors.

**WE DO NOT OFFER MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. WE DO NOT ENDORSE NOR RECOMMEND YOU A SPECIFIC PROVIDER. WE DO NOT -AND DO NOT INTEND TO- PRACTICE MEDICINE. WE ONLY HELP YOU SEARCH, BOOK AND MAKE REFERRALS TO OTHER DOCTORS. THEREFORE, IT IS CRUCIAL THAT YOU EMPLOY THE SAME CAUTIOUSNESS AND PRUDENCE YOU WOULD HAVE EMPLOYED WITHOUT USING OUR SERVICES.**

## **3. LICENSE AND INTELLECTUAL PROPERTY**

3.1 All licenses and Intellectual Properties including but not limited to trademarks and logo are solely owned to Eihal. You may not carry any act that may constitute as an abuse or infringement of the Eihal copyright including false marketing or misleading advertisement, or copy of the Eihal licenses or trademark under any circumstance. By using our Services, Eihal hereby grants You a limited, revocable, non-exclusive, non-sub licensable, right to: (i) access, upload and use our mobile application or website for the sole purpose of using our Services; and (ii) access and use information and materials provided, made available or otherwise found on our Content.

3.2 This license is;

- Not intended to be sub-assigned, sold, rented, leased, exported, imported, distributed, transferred or otherwise granted to third parties.

- Not intended for commercial use. You are only licensed to use our Services for personal, non-lucrative, non-commercial use.

#### 4. OUR CONTENT

4.1 All text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found on our Services are a part of Eihal Intellectual Property Rights.

4.2 You may print, download, and store information from our content at your convenience, but Eihal does not grant you any rights on its Intellectual Property Rights.

#### 5. THIRD PARTIES INTELLECTUAL PROPERTY RIGHTS

5.1 Eihal's platform may contain links to third-parties' websites, advertisers, or services that are not owned by Eihal. You acknowledge and understand that such content may be subject to different terms of use and privacy policies than Eihal's. Therefore, the present Terms do not apply to You when accessing or using third parties' services.

5.2 If You access third parties' websites from Eihal's website, You do so on your own liability and You consent to releasing Eihal from any and all liability arising out of such use.

#### 6. USE OF THE SERVICES

##### 6.1 User Accounts

6.1.1 To create a user account, You will submit to Eihal personal information, such as your name, address, mobile phone number and e-mail. You agree to grant Eihal the right to share such personal information with our registered Providers as per our contractual agreement with them;

- Your personal data must be accurate, complete and updated at all times. Failing to do so, You acknowledge that Eihal has the right to terminate or hinder your use of the Services.

- You must choose a password to access your user account and must keep it confidential at all times.

- You understand that you will be responsible for any actions/activities made on your user account by unauthorized third parties. You must notify us if You strongly believe your account has been hacked.

- Under no circumstances should You respond to a request for your password, particularly a request from someone claiming to be an employee of Eihal.

- You shall not authorize, assign or transfer your user account to third parties.

- You understand that You will be denied access to your account if you failed to enter your password for 2 consecutive times.

- You agree and consent to the Services provided by Eihal may including remote consultation and agree to sign the consent form relating to such Services where provided.

8.1.2 You agree to provide Eihal with the essential information required in order to use the Services. Such personal information shall be private and confidential and shall be subject to Eihal's Privacy Policy. Eihal is required by law to maintain the privacy and security of the Users' protected health information. Eihal and its affiliates consider the privacy of the health information to be one of the most important elements in the relationship with the Users. Eihal's responsibility to maintain the confidentiality of the health information is one that Eihal takes very seriously.

8.1.3 By accessing and using the Services, You consent to using your email address to send You service-related, change of features or special offers notices including any notices required by law, in lieu of communication by postal mail.

## 8.2 User Requirements

8.2.1 You are only eligible to access and use our Services if you are at least 18 years of age.

**EIHAL WILL NOT BE HELD ACCOUNTABLE BY USERS WHO ARE MINORS (LESS THAN 18 YEARS OF AGE).**

## 8.3 User Provided Content

8.3.1 You retain full ownership of content that You upload, submit, store, send or receive to our Services and have the absolute right to publish same. You also acknowledge that in this process You also grant Eihal and its affiliates a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. The rights that You grant Eihal are for the limited purpose of operating, promoting and improving our Services, and to develop new ones. Such rights shall survive even after You cease to use our Services.

## 9. EVALUATIONS

9.1 Our Services allow You to share comments, feedbacks, reviews, opinions, and recommendations (together "Evaluations") in relation to the quality of Services Eihal provides, and the quality of service provided to You by the Providers.

9.2 Reviews, recommendations and comments made by other Users, Eihal does not participate, endorse, recommend such Evaluations, and have no power of supervision, direction or control over such Evaluations.

9.3 Eihal may – but is not obligated to – monitor or remove Users' reviews and ratings at its sole discretion, at any time and without further notices to Users.

9.4 It is important to note that Evaluations are anecdotal first-hand accounts of individual Users and does not constitute neither a Provider's judgment nor the product of medical science. You should understand that the Evaluations expressed therein are of those who provide same, that those Evaluations do not reflect the opinions of Eihal and does not in any way constitute or imply our endorsement or recommendation thereof. Therefore, Eihal shall not assume any liability for any of the posted Evaluations. Further, You should bear in mind that Evaluations are subject to errors and biases that are common in anecdotal first- hand accounts and should not be presumed to be reliable or error-free.

## 10. PAYMENT

10.1 Eihal is considered as a third party regarding the payment between Doctors. Eihal collect a percentage of any payment completed through Eihal's website and/or application.

10.2 You may choose to pay through any available methods of payment include Credit Card, Debit Card, Mada and Digital Wallets via our platform. Payments will be inclusive of applicable taxes where required by law.

10.3 Eihal reserves the right to establish, remove and/or revise fees at any time at its sole discretion. Eihal may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the Services.

10.4 With respect to Third Party Providers (TPP), payments will be owed directly to Third Party Providers, and Eihal will collect payment of those charges from you, so the user may need to adhere to the payment terms of the such TPP.

## 11. REFUND POLICY

11.1 Charges paid by you are final and non-refundable, unless otherwise determined by Eihal, and arranged by the other part.

11.2 The refund will be made on the same payment method, if applicable.

11.3 Eihal reserves its right to refund any amounts into the users account to be used in other services at its sole discretion.

Eihal shall not be responsible and will not guarantee a certain level of medical satisfaction and will not be held accountable for any unsatisfied consultations offered by the Provider.

USERS SHALL NOT BE ENTITLED TO A REFUND FOR THE CONSULTATION FEES AND ANY EXPENSES MADE ALONG THE WAY IN THE EVENT YOU ARE UNSATISFIED WITH THE MEDICAL EXPERIENCE OR PROVIDER.

## 12. DISCLAIMER AND LIMITATION OF LIABILITY

12.1 Even though we employ measures related to the verification of the Providers (all Providers must submit licenses, permits and certificates required by Law to practice medicine), Eihal does not guarantee that its content is always free of error, complete, accurate or updated.

12.2 Eihal will assume no liability for damages caused to You including and without limitation, direct, indirect, special, consequential, punitive or incidental damages, arising out of, or in connection with any of the following acts committed by Providers:

- The failure to deliver proper bedside manners;
- Unprofessional, unethical or dishonorable conduct;
- Wrong or delayed diagnosis of a medical condition;
- Incorrect treatment, delayed treatment, or no treatment at all;
- Medical malpractice or negligence;
- The cancellation of the appointment, the lateness of the Provider, or the no-show at all at the examination appointment.

YOU UNDERSTAND AND ACKNOWLEDGE THAT EIHAL WILL NOT BE HELD ACCOUNTABLE NOR LIABLE FOR ANY DAMAGES, DEATH, INJURIES, CONTRACTED ILLNESS, LOSSES, COSTS OR EXPENSES OF WHATEVER NATURE CAUSED BY THE PROVIDER.

### 13. FORCE MAJEURE

13.1 Eihal will not be held liable for the failure to perform its obligations under these Terms due the occurrence of any event beyond its reasonable control, including, without limitation, fire, terrorism, natural disaster, pandemics, war, boycott, labour disturbance, Internet or communications outage or interruption of service or any other instances which cannot be foreseen, prevented or controlled.

### 14. LIMITATION OF LIABILITY

14.1 To the extent permitted by law, in no event shall Eihal, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, arising out of, resulting from or in connection with any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury, or damage, of any nature whatsoever, resulting from your access to and use of our Services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our Services, (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Services by any third party, and/or (vi) any medical or diagnosis errors or omissions or drug prescription in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Services, whether based on a warranty, contract, tort, or any other legal theory, and whether or not the Provider has warned about the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law.

14.2 You specifically acknowledge that Eihal shall not be liable for the defamatory, offensive, or illegal conduct of any third party and that the risk, harm or damage from the foregoing rests entirely on you.

14.3 Moreover, that Services are controlled and offered by Eihal from its facilities. Eihal makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with their local law.

### 15. GOVERNING LAW

15.1 These Terms shall be governed under the laws of the Kingdom of Saudi Arabia. Any dispute arises in relation with these Terms, shall be settled and heard before the competent courts in Riyadh, Kingdom of Saudi Arabia.

### 16. COMPLIANCE WITH LOCAL LAWS

16.1 The application and use of the Services are contingent upon its compliance with enforceable laws and regulations applicable at the location where the Services are used.

16.2 Eihal holds the right – at its sole discretion – to bring the dispute proceedings before any court whose jurisdiction applies to the User in question.