

# Terms of Use

KNOK HEALTHCARE

## Disclaimer and Legal Terms

This site and its contents are protected by copyright or other Intellectual Property Rights that are owned by KNOK HEALTHCARE PORTUGAL LDA., hereinafter referred to as KNOK. Reproduction and use of such materials (or any embedded information to include, among others, articles, graphic images, images, diagrams, video materials) published on this site are authorized under the following conditions: a) any reproduction and use are made exclusively for informational and non-commercial use within your organization; and b) Any reproduction retains all original notifications, including copyright or copyright notices; and (c) materials are not modified, in whole or in part, anyway. Any other use of materials and any information established on this site is prohibited. Please note that some names are protected as proprietary registered brands of KNOK or third parties if a specific mention in this respect is made or not.

By using the site, you agree and accept that you are obliged and will comply with these Terms of Use in your updated versions periodically. If you do not accept or agree to be obliged to these Terms of Use, you cannot use the site.

The following Terms of Use regulate the use of our site located as well as all other products or services provided by us.

These terms of use constitute an agreement between KNOK and you.

## Disclaimer

### General Disclaimer

The materials on this site are provided for general information and should not be invoked in making any business decision or transactions of any kind. KNOK does not make representations or guarantees regarding the accuracy or integrity of any embodied materials and information contained on this site. It is particularly noted that any financial information that can be provided on this site can be used only as a general reference. All information provided on this site are provided "as they are" without warranty of any type, express or implied, including, without limitation, marketing guarantees, adequacy for a specific purpose or non-infringement of intellectual property rights. KNOK does not make representations or guarantees that access to this site will be uninterrupted, that this site (materials and / or any incorporated information there) will be safe and virus-free or other harmful components. The use of the materials contained in this site (or any incorporated information there), in whole or in part, is of its exclusive responsibility. KNOK rejects any liability for any damages, including, without limitation, direct, indirect, incidental or consequential damages resulting from access to the site and use of the materials provided for. This site may contain links to third-party sites. Access to these linked sites is your responsibility and the inclusion of any link does not imply any endorsements of KNOK or any KNOK warranty on these sites.

### Limitation of Liability

KNOK cannot be held accountable in any circumstances, unless otherwise as regards the liability that results from a legal stipulation that cannot be excluded.

You agree that the products provided by KNOK are available "in your current state" and "according to availability", and accepts even though not all information is supplied exhaustively.

As far as possible, according to applicable law, KNOK rejects all guarantees, expressed or implied and does not guarantee that functions are uninterruptedly available or are free of errors, which these defects are corrected or that Internet pages or server that provides them are exempt from viruses or other malicious elements; In addition, in the broadest possible direction according to the applicable law, KNOK does not guarantee or makes statements regarding the use or results of use, materials on this Internet page or products in terms of quality, adequacy, precision, reliability, safety or any other aspects.

KNOK does not guarantee, in any way, the operation and adequacy for any use, safety, effectiveness or approval by national or foreign regulatory agencies, and refuses responsibility for any consequences which may arise from future changes in the law, such as prohibition of products or restrictions on the use of products.

You acknowledge and expressly accept that products are used in association with other services that if they malfunction or do not work, can provide wrong data and / or prevent products from working properly and / or for the intended effects, which is why they will expressly the responsibility of KNOK for any failures and / or other circumstances resulting from the operation of this type of services.

KNOK cannot be held liable for: losses that are his responsibility; losses that are the responsibility of third parties; losses arising from cases of force majeure; any circumstances in which any provision of the terms of use has been violated; losses arising from interference, interruptions, computer viruses, malfunctions or operating system cuts that can prevent users from accessing and navigating and / or accessing and uploading products; any other circumstances where it cannot be held accountable according to the law.

## Medical Disclaimer

THE USE OF THIS SITE IS CONDITIONED ON ITS ACCEPTANCE OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE. BY CLICKING "ACCEPT," YOU AGREE TO THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT ALLOWED TO ACCESS OR USE THIS SITE.

This site is provided as a resource for physicians and other health professionals. In preparing this site, all efforts have been made to offer the most current, correct and clearly expressed information. KNOK cannot be held liable for errors, inaccuracies in transcriptions, translations, omissions or any perceived injury to users of this site. For patients, this site does not replace medical care. Each doctor / healthcare professional should use their best medical judgment to determine adequate patient care. The reference here at any specific commercial product, process or service by commercial name, registered trademark and manufacturer does not constitute or implies endorsement, recommendation or favorable by telemedicine.

## Modifications

KNOK can change the materials (and the information incorporated there) provided on this site at any time and without notice. Specifications are subject to change without notice.

Except when prohibited by applicable law, we reserve the right to change these Terms of Use at any time without notice. If you continue to use the site after any changes to these Terms of Use, you are accepting these changes. It is your responsibility to review these terms of use regularly to detect changes.

We reserve the right to, at any time and periodically, change without notice any information, material or content included or supplied through the site.

## Payment

The medical services made available are only charged when consultation with the health professional is finished. Rates that apply to medical consultation services provided by health professionals are available on this site and in the application for Smartphones. KNOK will, on behalf of the health professional, proceed with the collection of medical services provided. All payments are processed in euros (EUR) and do not include VAT. The user agrees that he will pay for all medical services he receives from the health professional and that KNOK can charge his credit card account, supplied by the user when registering on the platform, including all taxes and fines for delay, As the case may be, which can be accumulated by, or in connection with your account. KNOK uses a third-party payment processor ("Payment Processor") to connect to your credit card account. The processing of payments in connection with the use of the platform will be subject to the terms, conditions and privacy policies of the payment processor and your credit card, in addition to this document. By the service typology rendered we do not accept returns.

Payments can be made through:

- Debit and credit card – Visa; Mastercard; American Express
- Multibanco Reference
- MBWay



## Consent for Personal Care in Face-to-Face Consultations

You consent and authorize KNOK to the provision of medical care and routine treatment, such as physical exams, diagnoses, treatment of diseases and injuries or to make the referral required.

## Treatment of Data and Legal Basis

Please refer to our current Privacy Policy, which contains important information about our practices in the collection, storage, use and disclosure of personal data, and which is incorporated here and is an integral part of these terms of use: "Privacy Policy".

To provide health care, we collect and treat personal data, including health information, health care, medical diagnostics and / or medicine or preventive work or work, or for the management of health systems and services. In addition, the personal data required to access the completion of the consultation by digital means are used.

We treat this information for:

- Registration and use of our services: We obtain the personal data that provides us when registered or uses our services.
- Marketing Funs: When you choose to receive commercial and marketing communications, we can treat your email, phone number, name and nickname for this purpose. You can choose not to receive these communications at any time.
- Other purposes such as:
  - Treat any complaints or complaints that may have in relation to services and to protect us against them or against any complaints and complaints from third parties related to their use of services;
  - Inform you about new features and functionality of our services;
  - Manage and plan our commercial activities (for example, to analyze how it uses our products and services and to predict demand for our products, or for predicting how our users will use our services in the future, trends in the needs and preferences of users and developing new services and products). This information will be made anonymous to protect your identity.

## When We Act as Subcontractors

We provide different services to physicians and clinics. These services allow physicians and clinics, among others, carry and store patient personal data, patient consultation information and their health status. The services also allow you to send text messages or emails and marketing campaigns to patients, being used by doctors and clinics to manage your work schedule. For these reasons, we operate as a subcontractor (within the meaning of Article 28 of the GDPR) and we treat the personal data of its patients. When we act as a subcontractor, we treat personal data only by following the instructions of experts and clinics (our customers) and we do not treat this data for our own purposes. This also applies to experts and clinics that send you, through our platform, text messages, emails or communications or similar campaigns: they are - and not us - who decide whether or not text messages, and emails or similar campaigns. We have not assumed any responsibility for such communications, nor by the treatment of your personal data performed by experts or clinics. If you do not want to receive these messages, contact your doctor or clinic that sent you the message directly.

## Personal Data Registry

The personal data collected will be kept in the software, as it is necessary to fulfill the goals that motivated their collection, according to applicable laws.

Regardless, the data collected will be integrated by the physician to carry out the teleconstructor in the electronic clinical process by maintaining these clinical records for the period determined by law.

## Intellectual Property Law

KNOK maintains the exclusive property of property rights on methodologies, commercial names, brands, products, documents, tools, work, materials, source executable), changes new versions, as well as documentation, any writing, reports, diagrams, drawings, photographs, specifications, data in electronic format and tabulation, research and questionnaires, inventions, technical innovations, knowledge, processes, techniques or any other development of any nature on the website or the application.

## Illegitimate or Prohibited Use

Without prejudice to the generality of the foregoing, you cannot proceed with the following modes, and cannot allow anyone to do, without our prior written permission: (a) use, present, replicate or frame the site or any individual element of the site, KNOK or KNOK's names, any brand, logo or other KNOK property information, or the configuration and design of any page or shape contained on a page, without the written consent of KNOK; (b) access, monitor or copy any part of the site using any robot, "spider", "Scraper" or other automatic means or any manual process for any purposes; (c) violate restrictions on any robots exclusion headers on the site or ignore or bypass other measures used to prevent or limit access to the site; (d) take any action that imposes, or may impose, according to our discretion, a non-reasonable or disproportionately large load to the site; (e) make a direct link to any part of the site for any purposes; (f) Remove any watermarks, labels or other legal or property warnings included on the site; (g) Change or try to change the site, including any modification for the purposes of disguising or changing any indications of the property or source of the site; (h) Use the site as part of any service for sharing, loan or use by several people; (i) try to help, authorize or encourage other people around, disable or exceed any of the features or security components, such as digital rights management or encryption software, which protect the site; (j) Copy, reproduce, change, distribute, transfer, sell, publish, retransmit, run, transmit, license, or circulate anywhere on any part of the site; (k) Create adaptations, translations or works based on the platform, in whole or in part, or decompile, disassemble, apply reverse engineering or otherwise exploring any part of the site; (l) Use the site in a manner that violates the rights (including, without limitation, intellectual property rights) of any third party.

With regard to content, you accept not to perform any of the following actions: (a) Put, load, publish, submit, or transmit or otherwise provide any content that is not entitled to make available according to any law or according to any contractual or fiduciary relations; (b) Capture, put, load, publish, submit or transmit or otherwise use any screen image, screen captures, playback, drawings, photos, videos, downloads, or data from any of the images, comments or contributions to the site; (c) to put, load, publish, submit or transmit any content that: (1) infringe, constitutes an abusive use or violate a patent, copyright, mark, trade secrecy, moral rights or other intellectual property rights of third parties, or advertising or privacy rights, (2) violate, or encourage any conduct that may violate, any applicable law or regulation or may give rise to civil liability, (3) be fraudulent, false, illusory or misleading, (4) defamatory, obscene, pornographic, vulgar or offensive, (5) promote discrimination, fanaticism, racism, hatred, harassment, or offense against any individual or group, (6) whether violent or menacing or promote violence or actions that may threaten person or entity or (7) promote illegal or harmful activities or substances, in each case as determined by us, according to our exclusive criterion; (d) send any unsolicited or unauthorized advertising, promotional materials, emails, electronic waste, spam, card currents, or other form of request, from the site; (e) use the site or any of its contents for any commercial purposes or for the benefit of any third party or otherwise not allowed by these Terms of Use; (f) Collect or store any personally identifiable information from the site belonging to other users of the site without your express permission; (h) wrongly present or distort your subscription to any person or entity; (i) violate any applicable law or regulation or any rules of professional conduct.

KNOK has the right to investigate and prosecute violations of any of the above provisions until the maximum limits of the law. KNOK can appeal and cooperate with law enforcement authorities to process users who violate these Terms of Use. You recognize that KNOK has no obligation to monitor your access or use of the site or to analyze or edit any content, but you have the right to do so for the purpose of using the site, to ensure that these terms of use and Privacy Policy, or to comply with applicable law or order or application of a court, administrative agency or other governmental body with jurisdiction. KNOK reserves the right, at any time and without notice, removing or disabling access to any content that KNOK, according to its exclusive criterion, considers to be infringed by these Terms of Use, Privacy, or that can otherwise be harmful to the site.

## Virus

We cannot guarantee and do not guarantee that the site is compatible with any computer system or that the site, or any links from the site, are free of viruses, worms, Trojan horses or disabled systems or other code that manifest contaminants or destructive. It is responsible for the implementation of safety and integrity protection measures of your computer system and the total cost of any service, repairs or connections from and to your computer system that may be required as a result of your use of the site. We will maintain software and antivirus tools according to the industry standard on the systems made available by the site.

## Cookies

KNOK uses cookies to improve site and platform performance. Cookies allow the user to have a better browsing experience on our site. When accessing services through the site or platform you agree that we can use cookies.

Cookies type	Description and Features
<b>Cookies required (essential)</b>	Allow navigation in Panacea. Without cookies, the requested services may not be executed. Some cookies are essential to enter specific areas.
<b>Analytical cookies</b>	Cookies are used to analyze how users use Panacea and monitor their performance. It allows us to offer a high quality experience by customizing our offer by identifying and correcting any problems that may arise. For example, we use development cookies to meet popular pages, whose binding method between pages is more efficient or to identify some existing errors that can occur. Cookies are used only for statistical analyzes, without collecting any personal information.
<b>Functional Cookies</b>	These cookies collect and save the user preferences related to your Panacea profile, allowing users to do not waste time with settings before each use.
<b>Third Party Cookies</b>	These cookies measure the successful efficacy of third-party ads. They can also be used to customize a widget with user data.

## Applicable Law and Jurisdiction

These Terms of Use are governed by the laws of Portugal applicable there. These laws apply to their use of the site, regardless of their home, residence or physical location. The site is intended to be used only in jurisdictions where it can be legitimately used. With the exception of the restrictions imposed by applicable law, you consent to those present terms of use in the exclusive jurisdiction and forum of the city of Porto, Portugal, for all litigation resulting or related to the use of the site.

Regardless of the application of these Terms of Use, you may have additional obligations and responsibilities in the jurisdiction in which practices medicine or other profession in the health area.

For the purposes of this established in Article 18 of Law No. 144/2015, from 08-09, we inform users who, in case of litigation, may use alternative dispute resolution mechanisms.

## General

Non-exercise by the KNOK of any right or disposal of these Terms of Use is not a waiver of the future exercise of this right or disposal. The waiver of such a law or provision will only be effective if it is written and signed by a duly authorized representative of KNOK. Unless expressly stipulated in the present terms of use, exercise by any of the parts of any of the measures provided for in these terms of use, does not prejudice other measures, whether or not in the context of these Terms of Use. If, for some reason, a competent court considers any provision of the present terms of invalid use or without executive force, that provision is applied in the maximum measure allowed and the other provisions of the present terms of use remain in force and to produce effects.