

## Terms and Conditions of Use

This Terms and Conditions of Use ("Terms") sets forth the terms and conditions governing your use of the Natrapharm-HIP, which is offered by Natrapharm, Inc. This Terms form a legal contract between you and Natrapharm, Inc., and govern your access to and use of the Natrapharm-HIP. Please read the Terms and Privacy Policy carefully before using the Service.

By clicking "I ACCEPT", you are acknowledging that you have read and understood this Terms and are entering into a legally binding agreement just as you would by signing a paper contract. If you do not agree to this Terms, you are not authorized to use Natrapharm-HIP.

### I. Introduction

Natrapharm-HIP is an online platform and app, developed and granted by AP Global I.T. Solutions, Inc. to Natrapharm, Inc. under a "Software Licensing & Development Agreement", which operates as a facility for telemedicine/teleconsultation that will enable patients to connect to Licensed Physicians by accessing through a website.

Natrapharm, Inc. and AP Global I.T. Solutions, Inc. are not engaged in medical practice and do not recommend or endorse any specific tests, products, procedures or opinions of the Licensed Physicians.

### II. Definition of Terms

Whenever used in this Terms, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article.

- a. "Activity" refers to appointments, patient records, billing, queue, messages, telemedicine services, or any activity done within the Platform.
- b. "Content" means any data and information available or contained within the structure of the Natrapharm-HIP, articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any comments.
- c. "Files" refer to documents of any kind (images, spreadsheets, text files, and the like) that are inputted by the user to the Natrapharm-HIP.
- d. "Issuances" refer to additional guidelines or rules applicable to specific features, applications, products, or services which may be posted from time to time on the Natrapharm-HIP.
- e. "Natrapharm-HIP Services" means the Web Site, Services, System, Content, Platform and all content, services and/or products available on or through the Platform.
- f. "Natrapharm-HIP" is an online platform and app, developed and granted by AP Global I.T. Solutions, Inc. to Natrapharm, Inc. under a "Software Licensing & Development Agreement", which operates as a facility for telemedicine/teleconsultation that will enable patients to connect to Licensed Physicians by accessing through a website.

- g. "Natrpharm, Inc." is a corporation established under the laws of the Republic of the Philippines, having its principal place of business at The Patriot Bldg., Km 18 West Service Rd., Paranaque City, Philippines
- h. "AP Global I.T. Solutions, Inc." is a corporation established under the laws of the Republic of the Philippines, having its principal place of business at Mediko Kapitolyo Bldg., Circumferential Rd., Brgy. San Roque, Antipolo City.
- i. "Platform" refers to the website, as well as its partner mobile application.
- j. "System" refers to the integrated cloud computing solution performed by AP Global I.T. Solutions, Inc. for providing the Natrpharm-HIP Services, including applications, software, hardware, databases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith.
- k. "User" refers to the Licensed Physicians, authorized patients, and individuals, who use the services of Natrpharm-HIP, either through its website or mobile application. It includes juridical persons, its employees, officers, agents and representatives that hire Licensed Physicians in providing healthcare services and use Natrpharm-HIP.
- l. "User Account" refers to private access to and use of Natrpharm-HIP upon conformity with the Terms of Use and reading of Privacy Policy.
- m. "User Data" refers to Files and any other electronic data and information, which is subjected to and collected thru the Natrpharm-HIP Services and by AP Global I.T. Solutions, Inc., or otherwise inserted to the System by the Users.

### **III. Undertakings of Natrpharm-HIP**

Natrpharm-HIP (a) makes its services available to Users pursuant to these Terms, (b) provides applicable standard support to Users, and (c) uses commercially reasonable efforts to make Natrpharm-HIP available at all times, except for planned downtime subject to advance electronic notice, and any unavailability due to force majeure or caused by Internet service provider's failure or delay, or denial of service.

Further, Natrpharm-HIP maintains reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of User Data, in accordance with its Privacy Policy.

### **IV. Account of Users**

1. Registration: Users must create and register their respective User Accounts in order to use Natrpharm-HIP. During registration, Users will be required to provide true and correct personally identifiable information, including name, address, phone number, and sensitive personal information such as but not limited to, personal, medical or health information. It is the sole responsibility of the Users to update their User Account of the changes pertaining to their Personal Data, as defined in

Privacy Policy, so that all records in the Data are current, complete and accurate. Further, during registration, Users will be required to warrant that they have read and have given their informed consent to the Privacy Policy. Each User is entitled to have only one Account.

2. Use: Once a User registers to Natrapharm-HIP, he is required to upload User Data to the Platform, and at the same time signify express consent to authorize Natrapharm-HIP to collect and process the User Data. In all instances of uploading, using, sharing, and storage of User Data to Natrapharm-HIP, all Users are responsible for ensuring that (a) they did not create, transmit, display or make otherwise available, any User Data that violates the provisions of these Terms, the rights of Natrapharm, Inc., and other persons, and (b) they have the necessary right, consent, and authority to use the User Data, including, among others, the uploading of the same onto the Platform and its processing in accordance with the Data Privacy Act of 2012.

Considering that contents of User Data solely originated from the Users, Natrapharm, Inc., and its licensor, AP Global I.T. Solutions, Inc. neither guarantee any accuracy of said contents nor the accuracy of the results of all processing and analytical tools of Natrapharm-HIP that rely on the accuracy of such User Data. Further, Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. are not obliged to pre-screen, monitor or filter any User Data or acts of its processing by the Users in order to discover any unlawful nature therein. Thus, Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. may remove the User Data at any time without the Users' consent.

In using the User Data, Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. shall adopt reasonable and appropriate security measures to safeguard the confidentiality and privacy of all Personal Data uploaded or shared in Natrapharm-HIP.

Natrapharm, Inc., its officers and its employees shall be held free and harmless from any damage that may arise out of any security breach in the use of Natrapharm-HIP, except when the damage is directly and solely caused by Natrapharm Inc.'s serious fault or gross negligence.

## **V. Services in Natrapharm-HIP**

Services offered in Natrapharm-HIP are collection, storage, and organization of User Data; create Appointments, create Vitals, Health Records, Doctor's Notes, and Messages; and telemedicine services. For patients, Natrapharm-HIP may be used as a Platform for purposes of treatment, payment and health care operations. For physicians, Natrapharm-HIP may be used to inform patients, colleagues and health care providers about the physician's competency and qualifications and the nature and scope of the physician's medical practice.

Natrapharm-HIP shall provide reasonable technical support to its Users upon request within a reasonable period and depending on available manpower.

## **VI. Acceptable Use of Natrapharm-HIP**

Natrapharm-HIP is used for lawful purposes only and in ways consistent with its purpose. Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. reserve the right to deny or suspend the Users' access

to Natrapharm-HIP in the event of actual or potential misuse thereof. Users are neither allowed to harvest or collect Personal Data about other Users nor post or transmit any data, materials, contents or information which is threatening, false, misleading, abusive, libelous, pornographic, profane, or that contains virus or programs designed to damage, interrupt or expropriate the System.

## **VII. Contracts with Third-Party Service Providers**

Natrapharm, Inc. may work with third-party service providers who provide website, application development, hosting, maintenance, and other services pertaining to Natrapharm-HIP. These third parties may have access to, or process Users' Data in the possession of Natrapharm-HIP as part of providing those services. However, their access is limited to data which is reasonably necessary and sufficient for them to perform their services. Thus, Natrapharm, Inc. does not guarantee the accuracy, security or reliability of any information, material, products, or services contained or accessible therein. Access and use of linked sites, including the information, material, products, and services on linked sites is solely at your own risk. You further agree that Natrapharm, Inc. and its duly authorized third-party service provider for the operation of Natrapharm-HIP, are not responsible for any transaction between you and any other party, especially for damages or loss that may result therefrom, if any.

## **VIII. Disclaimer of Warranties**

Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. provide Natrapharm-HIP on an "as is" and "as available" basis, without any warranty whatsoever, whether express or implied. They make no express warranties or guarantees about Natrapharm-HIP. To the fullest extent permitted by law, Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. disclaim all warranties of any kind, either express or implied, including but not limited to any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement.

Without limiting the foregoing, Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. do not warrant that access to the service will be uninterrupted or error-free, or that defects, if any, will be corrected; nor do they make any representations about the accuracy, reliability, currency, quality, completeness, usefulness, performance, security, legality or suitability of the service or any of the information contained therein. Thus, Users expressly agree that their use of the service and reliance upon any of its contents is at their sole risk.

Users shall be solely and fully responsible for any damage to the service or any computer system, any loss of data, or any improper use or disclosure of information on the service caused by them or any person using their respective usernames or passwords. Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. cannot and do not assume any responsibility for any loss, damages or liabilities arising from the failure of any telecommunications infrastructure, or the internet or for your misuse of any protected health information, advice, ideas, information, instructions or guidelines accessed through the service or other similar causes beyond their control.

Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. do not warrant the total elimination of potential risks associated with the use of Natrapharm-HIP, such as but not limited to the following:

- a) When the information provided may not be sufficient for the Licensed Physician to provide the appropriate medical information;
- b) Delays in assessment and advice could occur due to failure of the electronic systems;
- c) When failure to provide accurate and/or complete medical records to the Licensed Physician may result in adverse drug reactions or allergic reactions or other judgment errors;
- d) Licensed Physician, in his sole discretion and professional judgment may determine that his/her medical information or healthcare services are not appropriate for some or all of your treatment needs and, accordingly, may elect not to provide his/her medical information or healthcare services to you through Natrapharm-HIP; and
- e) Temporary interruptions in service may occur in connection with the use of Natrapharm-HIP.

## **IX. Limit of Liability**

In the event of any problem with the Natrapharm-HIP or any of its content, Users agree that their sole remedy is to cease using the service. Under no circumstances shall Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. or supplier, or any third party who promotes the service, be liable in any way for your use of the Natrapharm-HIP or any of its content, including, but not limited to, any errors or omissions in any content, any infringement by any content of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of the use of any content.

Under no circumstances shall Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. or suppliers of non-medical services or any third party who promotes the service, be liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on your computer or otherwise) arising from or in connection with your use of the service, whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if we or they have been advised of the possibility of such damages.

## **X. Indemnification**

Users will indemnify, defend (or settle) and hold harmless Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. or their affiliates, from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation to any proceeding, investigation or claim by the government and including reasonable attorney's fees and all other costs, fees, and expenses (collectively, "Claims") against any of Natrapharm Inc., to the fullest extent permitted by law arising out of or in connection with the Users (a) conduct, provision of content or use of the Natrapharm-HIP, or such actions by any third party, (2) violation of the rights of another person or party, (3) disclosure of any Personal Data, and (4) breach or violation of the obligations under these Terms, including without limitation to any breach of your representations and warranties herein.

Without the Consent of Natrapharm Inc., Users will not settle any indemnified claim. Natrapharm Inc., shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and Users shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected.

## **XI. Intellectual Property Rights**

Subject to the limitations on the Intellectual Property Rights stated in the Software Licensing and Development Agreement between Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc., the Natrapharm-HIP and its Contents are protected under applicable copyrights, trademarks, and other proprietary rights pursuant to international conventions and Philippine laws. The Site and all Content is the property of Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc., and all right, title and interest in and to the Site and Content will remain with Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc.

Users do not acquire ownership rights to the Natrapharm-HIP or any Content other than any rights in the things that they may have. Users will abide by any and all additional copyright notices, information, or restrictions contained in any Content. They will not modify, adapt, translate, reverse engineer, decompile, or disassemble Natrapharm-HIP or its Contents. Users may only use the Site and the Content as expressly permitted herein, and any other use is prohibited. Any copying, republication, or redistribution of the Natrapharm-HIP or its Contents, which basically is AP Global I.T. Solutions, Inc.'s Software, including by caching, framing, or similar means, is expressly prohibited without the prior written consent of Natrapharm Inc. and its licensor, AP Global I.T. Solutions, Inc., and/or the respective intellectual property rights holder identified in the subject content, which consent to be granted or withheld at the sole discretion of the rights holder.

## **XII. Privacy Policy**

Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. is committed to honor the right to privacy of physicians and patients and to recognize the need for appropriate protection and management of Personal Information and Protected Health Information.

### **Purpose**

The purpose of this Privacy Policy is to comply with the requirements mandated by The Data Privacy Act of 2012; to explain the types of information Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc. obtain about users of this Software; to enumerate the collection, use and disclosure of data; to identify the security and protection thereof; and to itemize the rights of the users.

### **Application**

This Policy applies to all data processing activities conducted by Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc. and/or its third-party developer, if engaged, particularly the collection, use, storage, sharing, and disposal of Personal Data of its Users, as well as Data Subjects, which may be shared to Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc. by its Users.

By using the Natrapharm-HIP, Users are accepting and consenting to the use of their Personal Data as described in this Policy. Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc. will not accept any type of information from Users prior to providing them with this Privacy Policy.

### **Definition of Terms**

Whenever used in this Policy, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article.

- a) “Common Field” means the space of the Natrapharm-HIP site that can be accessed by both Users and Visitors without need of any restriction or login ID and password;
- b) “Consent” refers to any freely given, specific, informed indication of will, whereby the data subject agrees to the collection and processing of his or her personal, sensitive personal, or privileged information. Consent shall be evidenced by written, electronic or recorded means. It may also be given on behalf of a data subject by a lawful representative or an agent specifically authorized by the data subject to do so;
- c) “Data Processing Systems” refers to the structure and procedure by which personal data is collected and further processed in an information and communications system or relevant filing system, including the purpose and intended output of the processing;
- d) “Data Sharing” is the disclosure or transfer to a third-party of personal data under the custody of a personal information controller or personal information processor. In the case of the latter, such disclosure or transfer must have been upon the instructions of the personal information controller concerned. The term excludes outsourcing, or the disclosure or transfer of personal data by a personal information controller to a personal information processor;
- e) “Data Subject” refers to an individual whose personal, sensitive personal, or privileged information is processed;
- f) “Information and Communications System” refers to a system for generating, sending, receiving, storing, or otherwise processing electronic data messages or electronic documents, and includes the computer system or other similar device by which data is recorded, transmitted, or stored, and any procedure related to the recording, transmission, or storage of electronic data, electronic message, or electronic document;
- g) “Personal Data” refers to all types of personal information;
- h) “Personal Data Breach” refers to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed;
- i) “Personal Information” refers to any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual;

- j) "Personal Information Controller" refers to a natural or juridical person, or any other body who controls the processing of personal data, or instructs another to process personal data on its behalf unless otherwise excluded by law;
- k) "Privileged Information" refers to any and all forms of data, which, under the Rules of Court and other pertinent laws constitute privileged communication;
- l) "Processing" refers to any operation or any set of operations performed upon personal data including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data. Processing may be performed through automated means, or manual processing, if the personal data are contained or are intended to be contained in a filing system;
- m) "Profiling" refers to any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements;
- n) "Protected Health Information" refers to health information, in addition to Personal Information, about the Data Subject that may be used to identify him about his (a) past, present or future physical or mental health or condition, (b) the provision of health care, or (c) past, present, or future payment for the provision of health care;
- o) "Regulated Field" means the space of the Natrapharm-HIP site that can be accessed only by Users, and where access requires a login ID and a password;
- p) "Sensitive Personal Information" refers to personal information (a) About an individual's race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations; (b) About an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such person, the disposal of such proceedings, or the sentence of any court in such proceedings; (c) Issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and (d) Specifically established by an executive order or an act of Congress to be kept classified;
- q) "User" refers to the licensed physicians, authorized patients, and individuals, who use the services of Natrapharm-HIP, either through its website or mobile application. It includes juridical persons, its employees, officers, agents and representatives, that hire licensed and registered physicians in providing healthcare service and use Natrapharm-HIP; and
- r) "Visitor" means an individual other than a User, who uses the Common Field, but has no access to the Regulated Field of the Natrapharm-HIP.



## Processing of Data

Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. ensure the Users that its Data Processing Systems are compliant with the requirements of Data Privacy Act of 2012 and other laws allowing disclosure of information to the public and adhering to the principles of transparency, legitimacy of purpose and proportionality.

1. **Collection of Data:** Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. consider the User as the ultimate decision-maker on matters involving his Personal Data. By signing up, the User gives his consent to Natrapharm, Inc.'s and its licensor, AP Global I.T. Solutions, Inc.'s collecting and processing of Personal Data. Only Personal Data necessary for the services which Natrapharm-HIP offered and Users availed of will be obtained and processed to fulfill its services. This consent shall remain in effect until withdrawn by the User or terminated by Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. On the other hand, Natrapharm, Inc.'s licensor, AP Global I.T. Solutions, Inc. also collects non-personally identifiable information and non-health information for statistical, analytical, research and other similar purposes such as to create anonymous and aggregate reports.
2. **Use of Data:** Natrapharm Inc.'s licensor, AP Global I.T. Solutions, Inc. may use collected data for a declared, specified and legitimate purpose. The data collected by Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc. is primarily used for telemedicine consultations by both physicians and patients. As patient, Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc. will use your Personal Information and Protected Health Information for purposes of treatment, payment and health care operations. For physicians, Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. will use the physician's Personal Data to inform patients, colleagues and health care providers about their competency and qualifications and the nature and scope of your medical practice. Further, Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. may use the physician's Personal Data for the fulfilment of its contractual services to Users and for administrative purposes.
3. **Disclosure of Data:** Natrapharm, Inc., as a pharmaceutical company, cannot and will not have access to all the data collected thru the Natrapharm-HIP. However, Natrapharm, Inc. will have access and may disclose Personal Information only of the Users enrolled in it when the Users give their respective Consents. Natrapharm, Inc., may also disclose Personal Information collected to third-party vendors, service providers, contractors or agents who perform functions on Natrapharm-HIP. As a licensor, AP Global I.T. Solutions, Inc. will have access to all the data collected thru the Natrapharm-HIP including, but not limited, to "Protected Health Information" and "Sensitive Personal Information", but it may not disclose the same without the respective consents of the Users. However, even without the consent of the Users, Natrapharm-HIP and its licensor, AP Global I.T. Solutions, Inc. may disclose information in response to legal processes, judicial and quasi-judicial proceedings, and in compliance with laws and regulations. They may also disclose where they believe that disclosure of information is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of the Terms and Conditions of this Policy.

## **Security Measure for Protection of Personal Data**

Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc.(unless Natrapharm, Inc. engages the services of other service providers with respect to hosting, maintenance and support of Natrapharm-HIP) implement reasonable and appropriate organizational, physical, and technical security measures for the protection of personal data in accordance with the mandates of Data Privacy Act of 2012. These security measures aim to maintain the availability, integrity, and confidentiality of personal data and are intended for the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

Natrapharm, Inc. works with third-party service providers who provide website, application development, hosting, maintenance, and other service. These third parties may have access to, or process your personal information in the possession of Natrapharm, Inc. as part of providing those services. However, their access is limited to information which is reasonably necessary and sufficient for them to perform their functions. Nevertheless, Natrapharm Inc.'s contracts with third parties require them to maintain the strictest confidentiality of such information and to comply with the requirements of the Data Privacy Act.

However, Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. highly recommend for Users to take steps to protect against unauthorized access to password, phone, and computer by choosing a wise password and keeping the log-in and password private. Natrapharm, Inc. is not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

## **Rights of the Users**

In addition to the rights enumerated under the Data Privacy Act of 2012, Users of Natrapharm-HIP shall enjoy the following rights:

- a. Right to Confidential Communication: Users have the right to receive confidential communications of their Personal Data.
- b. Right to Amendment: Users have a right to request that Natrapharm-HIP amend their Personal Data if they believe it is incorrect or incomplete, and they may request an amendment for as long as the information is maintained by Natrapharm-HIP.

## **Data Privacy Officer**

Natrapharm-HIP designated its data protection officer, who shall ensure compliance with applicable laws and regulations for the protection, privacy and security of data.

If you have any questions about this Privacy Policy, please submit your questions by e-mail to: [dpo@natrapharm.com](mailto:dpo@natrapharm.com).

## **Effectivity Date**

This Privacy Policy is effective as of the date of your acceptance of the Terms and Conditions for the use of Natrapharm-HIP.

### **XIII. Doctor's Consent to avail of Telemedicine/Teleconsultation**

As a doctor, by accepting this Terms and Conditions, you agree that, you understand and are aware of the following:

1. The concept of Telemedicine as the delivery of health care services, where distance is a critical factor, by health care professions using information and communication technologies for the exchange of valid information for diagnosis, treatment, and prevention of disease and injuries, among others. Telemedicine consultations involve a live two-way audio and video conferencing, sharing of patient pictures, medical images, patient's medical records and other things that may be pertinent to the consultation.
2. That Teleconsultation refers to the consultation done during telecommunications for purposes of diagnosis or treatment of a patient. Thus, you will explain to your patient that a videoconferencing technology will be used to conduct a telemedicine consultation.
3. That you will be sharing your "Personal Information" to your patients, Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. In this regard, you fully understand that "Personal Information" is defined under the Data Privacy Act of 2012 as any information from which the identity of an individual may be reasonably and directly ascertained, or when put together with other information would directly and certainly identify an individual, such as, but not limited to, name, gender, date of birth, address, telephone/mobile number, email address and proof of identification. It also includes information about your profession and services you offer.
4. That your personal information may be used to: (a) inform patients, colleagues and health care providers about your competency and qualifications and the nature and scope of your medical practice; (b) comply with any safety, security, and legal requirements and processes; (c) notify you of any software updates available; and (d) any other purposes for which you give consent.
5. The limitations on the use of this software. Physical examination as done in the usual face-to-face consultation is not possible and is therefore a restraint to the process of making a diagnosis. The clarity of the images, audibility of the sound, the speed of the internet, and the presence of background noise affect the quality of the telemedicine consultation.
6. The potential risks in using this software including technical difficulties, interruptions, poor transmission of images leading to misdiagnosis and consequently mistreatment, no access to paper charts/medical records, delays and deficiencies due to malfunction of electronic equipment and software, unauthorized access leading to breach of data privacy and confidentiality.

7. Due to these risks and limitations, you understand that despite using appropriate measures, you cannot guarantee the safety of your Personal Information from data hacking. Therefore, you cannot hold your patient liable for any data that may be lost, corrupted, destroyed or intercepted or the illegal use of your data arising from a breach in security, except if the breach is committed by your patient.

8. That Natrapharm Inc., as a pharmaceutical company, will not have access whatsoever to your patients' "Protected Health Information" and "Sensitive Personal Information", including information about your patients' past, present or future physical or mental health, the provision of health care, medical and health data, and the services and prescriptions you provide to your patients, nor has the right to obtain any copy, electronically or otherwise.

9. That if you sign up with Natrapharm-HIP, you understand and agree that the laws that protect the privacy and confidentiality of medical information also apply to telemedicine.

#### **XIV. Patient's Consent to avail of Telemedicine/Teleconsultation**

As a patient, by accepting this Terms and Conditions, you agree that, you understand and are aware of the following:

1. The concept of Telemedicine as the delivery of health care services, where distance is a critical factor, by healthcare professions using information and communication technologies for the exchange of valid information for diagnosis, treatment, and prevention of disease and injuries, among others. Telemedicine consultations involve a live two-way audio and video conferencing, sharing of patient pictures, medical images, patient's medical records and other things that may be pertinent to the consultation.

2. That Teleconsultation refers to the consultation done during telecommunications for purposes of diagnosis or treatment of a patient, and that it will be explained to you by the doctor that a videoconferencing technology will be used to conduct a telemedicine consultation.

3. That just like a face-to-face consultation, you will be providing your medical history and other related histories, share your laboratory tests and imaging results and other documents pertinent to your health concerns. Moreover, that you may be asked by the doctor to show certain body parts as may be considered important to form a diagnosis. This is in view of the fact that your doctor will not be in the same room as you are, and will not be able to perform the necessary physical examination on you.

4. That you will be sharing your "Personal Information" to your doctor, the Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. In this regard, you fully understand that "Personal Information" is defined under the Data Privacy Act of 2012 as any information from which the identity of an individual may be reasonably and directly ascertained, or when put together with other information would directly and certainly identify an individual, such as, but not limited to, name, gender, date of birth, address, telephone/mobile number, email address and proof of identification. It also includes information about your past, present or future physical or mental health, the provision of health care, medical and health data, and the services provided to you, such as, call and/or SMS details, location information, and certain information as required by law.

5. That your Personal Information may be used to: (a) avail the services of a Licensed Doctor and make appointments for consultation; (b) be the basis for your examination, consultation and treatment; (c) communicate relevant services and/or advisories; (d) comply with any safety, security, and legal requirements and processes; (e) notify you of any software updates available; and (f) any other purposes for which you give consent.
6. The limitations on the use of this software. Physical examination as done in the usual face-to-face consultation is not possible and is therefore a restriction to the process of making a diagnosis. The clarity of the images, audibility of the sound, the speed of the internet, and the presence of background noise affect the quality of the teleconsultation.
7. The potential risks in using this software including technical difficulties, interruptions, poor transmission of images leading to misdiagnosis and consequently mistreatment, no access to paper charts/medical records, delays and deficiencies due to malfunction of electronic equipment and software, unauthorized access leading to breach of data privacy and confidentiality.
8. That due to these risks and limitations, you understand that, despite using appropriate measures, Natrapharm, Inc., its licensor and your doctor cannot guarantee the safety of your Personal Information from data hacking. Therefore, you cannot hold any of the parties liable for any data that may be lost, corrupted, destroyed or intercepted or the illegal use of your data arising from a breach in security, except if the breach is committed by any such parties.
9. That Natrapharm Inc., as a pharmaceutical company, will not have access whatsoever to your "Protected Health Information" and "Sensitive Personal Information", including information about your past, present or future physical or mental health, the provision of health care, medical and health data, and the services provided to you, nor has the right to obtain any copy, electronically or otherwise.
10. If you sign up with Natrapharm-HIP, you understand and agree that the laws that protect the privacy and confidentiality of medical information also apply to telemedicine.

## **XV. Termination**

This Terms of Use may be terminated for convenience upon written notice to the other party. Upon termination, Natrapharm, Inc. and its licensor, AP Global I.T. Solutions, Inc. shall deactivate and permanently delete the Account, as soon as reasonably practicable. However, Natrapharm Inc., and its licensor, AP Global I.T. Solutions, Inc. may suspend or terminate the Users' access to the Natrapharm-HIP at any time, for any reason or for no reason at all. It also reserves the right to change, suspend, or discontinue all or part of the Natrapharm-HIP, temporarily or permanently, without prior notice.

## **XVI. General Provisions**

1. Force Majeure: Natrapharm Inc., shall not be liable for any damage, claims, liabilities, losses, costs, and expenses arising out of the delay or interruption of its performance of any obligations due to any act of God, the act of governmental authority, the act of a public enemy, war, riot, flood, civil commotion, insurrection, severe weather conditions or any other cause beyond its control.

2.       Notices: Any written notices or other communications to you will be addressed and sent to your email address or to your mobile phone number which you provided when you registered to Natrapharm-HIP. Any written notices or other communications to Natrapharm Inc., will be addressed and sent to its main office.
3.       Relationship of the Parties: The parties will act solely as independent contractors. This Terms of Use shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between the Users and Natrapharm Inc., and its third-party service providers, and the User shall not represent to the contrary, whether expressly, by implication, appearance or otherwise.
4.       Assignment: Users may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer this Terms of Use or delegate any of its rights and/or obligations under this Terms without the prior written consent of Natrapharm Inc. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable.
5.       No Waiver. Failure of either Party to exercise or enforce any provision of or any of its rights under this Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.
6.       Severability. If any provision of this Terms of Use is declared illegal or unenforceable, its invalidity shall not affect the other provisions of hereof that can be given effect without the invalid provision. If any provision of this Terms does not comply with any Law, such provision to the extent possible shall be interpreted in such a manner to comply with such Law, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof.
7.       Governing Law and Jurisdiction: Any dispute, controversy, or claim arising out of or relating to this Terms, or the breach, termination or invalidity thereof shall be settled by arbitration in the Philippines by a panel of three (3) arbitrators in accordance with the Philippine Dispute Resolution Center, Inc. ("PDRCI") Arbitration Rules as at present in force. Should interim judicial relief be necessary in connection with this Agreement, the parties may seek appropriate relief before the courts of Paranaque City to the exclusion of other courts.
8.       Changes to the Terms of Use. Natrapharm Inc., may change the provisions of this Terms at any time. Users shall be required to review the most current version of the Terms by clicking on Natrapharm-HIP's "Terms and Conditions" link on its website. If Users wish to continue to use Natrapharm-HIP after Natrapharm Inc., makes changes to the provisions of this Terms, they should resubmit their acceptance of the revised Terms.
9.       Entire Agreement: This Terms as well as the Privacy Policy contain the entire agreement between the Users and Natrapharm Inc., with respect to Natrapharm-HIP. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written. Any rights not expressly granted herein are reserved. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents will be drawn up in English.

I accept to the Terms and Conditions of Use.

I have read and understood the information provided above, as they were shared in a language that I understand, regarding telemedicine, my rights and duties as a doctor, and the mandates of laws. I have discussed it with Natrapharm Inc., and all of my questions have been answered to my satisfaction. I hereby give my informed consent for the use of telemedicine in my medical services, particularly, setting an appointment for consultation and videoconferencing.

I have read and understood the information provided above, as they were shared in a language that I understand, regarding telemedicine, my rights as patient, duties of the doctors, and mandates of the laws. I hereby give my informed consent for the use of telemedicine in my medical care, particularly, setting up an appointment for consultation and videoconferencing consultation.