

General terms and conditions applicable to the users of the portal [www.ultraspecialisti.com](http://www.ultraspecialisti.com)

1. Scope and definitions

These Terms and Conditions govern the terms and conditions of use of the Portal [www.ultraspecialisti.com](http://www.ultraspecialisti.com), which allows registered users to easily search for expert and specialized doctors in specific sectors of medicine, carefully selected by the company Ultraspecialisti S.r.l. among the best doctors available and in possession of the professional qualifications and requirements indicated in the annex "Selection criteria for Ultraspecialisti". The Portal allows the User, upon payment of the fee to the relevant doctor or to the hospital, to upload medical documentation and set up, at a distance, a direct relationship with the doctors who provide the medical consultation in full autonomy, thus without any form of intermediation by the operator of the portal. The Portal is managed by the company Ultraspecialisti S.r.l., with registered office in Via Ampère 61 / A, 20131 Milan, tax code and registration number in the Register of Companies of Milan dated February 5<sup>th</sup>, 2016, VAT number 09364300963, REA MI-2085389, fully paid up share capital of Euro 10,500.

Definitions

For the purpose of these Terms and Conditions – in addition to the terms elsewhere defined:

- Catalogue, shall mean the set of available telemedicine medical services and the list of doctors providing the services, listed by pathology and specializations, as described in detail in the relevant Schedule;
- Consumer's Code, shall mean the Legislative Decree n. 206 of September 6<sup>th</sup>, 2005;
- Terms and Conditions, shall mean these general terms and conditions - as amended or integrated in accordance with article 11 below - together with the other information published on the Catalogue;
- Consultation, shall mean the report issued by the Advising Doctor following a request of consultation sent to the doctor, via the Portal, by the User;
- Consumer, shall mean - pursuant to and for the purposes of art. 3 of the Consumer's Code - the individual acting for purposes not related to any entrepreneurial, commercial or professional activity;
- Data, shall mean the data communicated by the User and necessary for the fulfilment of the obligations required by the applicable law, including those for tax purposes, and for the provision of the Service and the Consultation;
- Payments Operator, shall mean PayPal (Europe) S.à r.l. et Cie, S.C.A.;
- Privacy Policy, shall mean the notice given to the User pursuant to art. 13 and 14 of EU Regulation 2016/679;
- Request, shall mean the medical service(s) requested by the User;
- Party, shall mean individually Ultraspecialisti S.r.l. or the User;

- Parties, shall mean jointly Ultraspecialisti S.r.l. and the User;
- Portal, shall mean the Internet website, named ultraspecialisti.com (and all its extensions);
- Schedule, shall mean the set of detailed information related to each professional and / or of each medical service;
- Registration Form, shall mean the registration form on the Portal through which the User enters his/her Data in order to create an account, use the Service and request the Consultation to the Advising Doctor;
- Service, shall mean the possibility for Users to easily search for expert and specialized doctors in a certain field of medicine and insert health information on the Portal, in order to send them to the Advising Doctor, who delivers, in full autonomy, the Consultation to the User through the Portal;
- User, shall mean the patient or his/her family member, being an individual, who uses the Service. The User transmits the health information (data, indicators, images, etc.) and receives the results of the Consultation (diagnosis, therapeutic indications);
- Advising Doctor, shall mean the doctor who works in hospitals, authorized or accredited, public or private and / or the licensed professional registered in the Professional Register and specialised in medicine, selected for particular skills and in possession of the requisites indicated in the Annex " Selection Criteria for Ultraspecialisti". The Advising Doctor receives the health information from the User and transmits the results of the analysis to the User via the Portal. The Advising Doctor works in full autonomy, establishing a relationship directly with the User and assuming full responsibility for his work.
- Hospital shall mean the health facility, authorized or accredited, public or private, where the Advising Doctor works as an employee or in intra-moenia.
- Agreement, means both the Agreement between the professional and the User, which regulates the contractual relationship between the User and each Advising Doctor (in the event that the Advising Doctor is self-employed), and the Agreement between the Hospital and the User, which regulates the relationship between the User and each Hospital (in the event that the Advising Doctor works for a Hospital or intra-moenia in a Hospital), in relation to the provision of the Consultation, whose texts are published on the Portal.
- Patient, shall mean the patient, being an individual, in the interest of which the User requests a Consultation through the Portal and which the medical documentation uploaded by the User on the Portal refers to.

## 2. The Agreement between the User and Ultraspecialisti S.r.l.

2.1. In order to use the Service, the User shall register on the Portal, insert truthful and correct Data in the relevant Registration Form in order to create his/her own user profile (account) and then proceed with the identification of the medical area, the pathology of

interest and of the specialized Doctor to whom the health documentation and the Consultation Request can be sent. At the time of registration, a printable version of the Terms and Conditions and the Privacy Policy concerning the processing of personal data will be made available.

2.2. The use of the Service allows the User to send to the Advising Doctor the Request of Consultation concerning one or more telemedicine services.

2.3. The use of the Service requires the full acknowledgement and acceptance by the User of the Terms and Conditions and takes place following the submission of the mandatory information, by clicking on the "Proceed" button.

2.4. Following the submission of the Request, Ultraspecialisti S.r.l. will send to the User an e-mail (to the address indicated by the User) confirming the completion of the procedure and the delivery of the Consultation Request to the Advising Doctor. The said email shall also contain a printable version of the Terms and Conditions together with a summary of all information related to the Service used by the User and to the Consultation Request that has been sent to the Advising Doctor.

2.5. The User may also visualize in his/her dedicated area the completion of the procedure and the delivery notification of the Consultation Request to the Advising Doctor. Nor Ultraspecialisti nor the User shall be bound by any obligation until the User has received the email referred to in article 2.4 above.

2.6. The User acknowledges and agrees that, by entering into these Terms Conditions, Ultraspecialisti S.r.l. undertakes only to provide the User with the Service through the Portal, being it understood that the Consultation shall be provided by the Advising Doctor or by the Hospital to the User in full autonomy. Therefore, by requesting a Consultation to an Advising Doctor on the Portal, the User establishes an independent contractual relationship directly with the Advising Doctor (if the Advising Doctor is self-employed) or with the Hospital (in the event that the Advising Doctor works for a Hospital or intra-moenia in a Hospital). These latter contractual relationships are governed by a specific Agreement published on the Portal.

### 3. Provision of the medical services

3.1 By sending the Request for medical services among those included in the Catalogue, the User is authorized to insert on the Portal the health documentation requested by the Advising Doctor. After the submission of the documentation, the Consultation, which generally consists of a medical report, shall be provided directly by the Advising Doctor, under its sole responsibility and can be accessed by the User through computer, tablet and smartphone, provided that the User is in possession of adequate IT devices and a data connection, in order to access and download the Consultation itself.

3.2 Following the refusal by the Advising Doctor to accept the Consultation Request, Ultraspecialisti will void the pre-authorization request on the credit card or Pay Pal account of the User.

3.3 The timing and methods for the supply of the Consultation by the Advising Doctor or the Hospital are indicated in the Agreement.

3.4 In the event that:

(i) the Advising Doctor deems not be in possession of the necessary qualification and skills required in order to provide the User with the requested Consultation after having taken charge of it; or

(ii) the User refuses the Request of the Advising Doctor to involve other Advising Doctors or Hospitals in the provision of the Consultation

Ultraspecialisti will cancel the pre-authorization request of the credit card or Pay Pal account of the User and the relevant Agreement related to the Consultation Request entered between the User and the Advising Doctor and/or the Hospital shall immediately terminate.

The payment of the fee to the Advising Doctor / Hospital shall be debited to the User only once the Consultation has been uploaded on the Portal, through the credit card inserted on the Portal by the User at the time of submission of the Request.

#### 4. Customer's Service

The User can contact the Customer's Service by sending an email to [info@ultraspecialisti.com](mailto:info@ultraspecialisti.com). The Customer's Service can provide commercial information related to the different methods for the provision of the Service, to the Consultation or any other information related to the medical services.

#### 5. Fees and Payment Methods

5.1 The Consultation can be purchased through the Portal. The Service is offered by the company free of charge.

5.2 The User grants Ultraspecialisti S.r.l. a mandate to pay the fee to the Advising Doctor / Hospital for the requested Consultation. The User will receive the invoice related to the Consultation from the Advising Doctor or from the Hospital through the Portal or in any case through Ultraspecialisti S.r.l. The fee shall be paid by the User to Ultraspecialisti S.r.l. in a single payment. To this end, Ultraspecialisti S.r.l. has received a mandate for collection on behalf of the Advising Doctor or the Hospital. Prices, which include any applicable taxes, are clearly indicated on the Portal.

5.3 Prior to submitting to the User the request for payment on the Portal, a summary of the Request shall be displayed on the Portal itself; said summary will indicate the total amount of the fee due by User as compensation for the Consultation. The methods of payment accepted, unless otherwise specified or agreed with the User, are: credit cards and prepaid cards accepted by the PayPal circuit.

5.4 Ultraspecialisti S.r.l. shall not be liable for any fraudulent use by third parties of the data relating to the User's payment method or for technical problems occurred during the payment procedures: in such circumstances the User must immediately contact the Payments Operator, Ultraspecialisti S.r.l. using the e-mail address [info@ultraspecialisti.com](mailto:info@ultraspecialisti.com) and the competent authorities, if needed.

## 6. Early Termination

6.1 The User has the right to withdraw from each Consultation Request, within 14 days, without incurring in any penalty and without having to specify the underlying reasons for such withdrawal.

The withdrawal period shall expire after 14 days from the execution of the Agreement, i.e. from the receipt of the e-mail referred to in paragraph 2.4.

The User acknowledges and accepts that the right of withdrawal is excluded - pursuant to art. 59 lett. a) of the Consumer Code - if the Consultation is uploaded on the Portal on the User's dedicated area, even if the term of 14 (fourteen) days from the conclusion of the Agreement has not expired yet.

The User acknowledges and agrees that, if he/she exercises the right of withdrawal after asking the Advising Doctor / Hospital, through Ultraspecialisti S.r.l., that the provision of the Consultation begins during the 14 days withdrawal period, the Advising Doctor / Hospital may ask the User to pay reasonable costs incurred by the Advising Doctor / Hospital. To this end, the User acknowledges and accepts that the upload of his/her medical documentation on the Portal shall be interpreted as if it was the User's own request to start the provision of the Consultation during the 14-days withdrawal period.

The User acknowledges and accepts that the exercise of the right of withdrawal from the request for a Consultation implies the early termination of the Agreement that regulates the provision of such Consultation.

6.2 In order to exercise the right of withdrawal, the User must send, within the term indicated in article 6.1 above, the appropriate form published on the Portal (please click [here](#)), or a communication, having similar content, by ordinary mail to Ultraspecialisti Srl, via Andrea Maria Ampère 61 / a, 20131 Milan; or by e-mail to: [info@ultraspecialisti.com](mailto:info@ultraspecialisti.com). The right of withdrawal shall be deemed to have been successfully exercised if the relevant withdrawal communication is received by Ultraspecialisti S.r.l. before the expiry of the withdrawal period and before the Consultation is uploaded on the Portal.

6.3 In the event that the User withdraws from a Consultation Request, Ultraspecialisti S.r.l. will cancel the pre-authorization request on the credit card or PayPal account of the User without undue delay and in any case no later than 14 days from the day on which Ultraspecialisti S.r.l. has been informed of the decision of the User to withdraw from the Consultation Request. The refunds shall be made by cancelling the request for pre-authorization of payment on the credit card or PayPal account of the User. Ultraspecialisti S.r.l. will reimburse the User using the same payment method used by the User for the initial transaction, unless the User has expressly indicated otherwise; it remains understood that the User will not incur any costs as a consequence of such reimbursement.

## 7. Amendments to the Terms and Conditions

Ultraspecialisti S.r.l. may, at its own discretion, modify or integrate these Terms and Conditions by posting the new Terms and Conditions on the Portal: amendments to the Terms and Conditions shall be effective from the time of publication on the Portal. In any case, any and all amendments made to these Terms and Conditions after the use of the Service by the User, shall not apply to the Consultations already requested by the User.

## 8. Liability of the User and the Advising Doctor

8.1 The User declares and guarantees: (i) to be of age; (ii) that the Data provided by the User with the Registration Form are correct and true; (iii) that will update the Data provided whenever necessary.

If a Consultation Requested is made on behalf of a Patient, the User undertakes to obtain the prior written authorization of the Patient to submit a Request for Consultation, by having the Patient subscribe the authorization form available on the website at the moment when the Consultation Request is made. This authorization form must be signed in its entirety by the Patient or by the subject legally representing the Patient, scanned in digital format and uploaded on the Portal together with the Patient's medical documentation. The original copy of the authorization form must be kept by the User for at least 10 years and delivered in original to the Company upon request of the latter. Should the User request a Consultation without having the Patient sign the Authorization Form or without having loaded the authorization form on the Portal or having misrepresented the authorization form, the User shall be liable to the Company and the Advising Doctor of any damage, cost, burden, expense and liability arising from such event.

8.2 The User undertakes not to use the Service illegally or when their use is not previously authorized by Ultraspecialisti S.r.l.

8.3 The User shall ensure that he/she can legitimately dispose of the information provided at the time of completion of the Registration Form that said information does not infringe any third-party rights.

8.4 The User acknowledges that the Advising Doctor or the Hospital shall be liable, medically and professionally, toward the Users and Patients to whom the Consultation is be provided through the Portal.

## 9. Limitation of liability

9.1 Failed, delayed or incorrect provision of the Service with respect to what is established in the Terms and Conditions does not constitute a breach of contract by Ultraspecialisti S.r.l. when it is the result of unforeseeable circumstances, or circumstances outside the control of Ultraspecialisti S.r.l. or force majeure causes, including, by way of example, non-exhaustive and also alternative, if appropriate, natural disasters, adverse weather conditions, sabotage, fires, floods, earthquakes strikes of national size, legal provisions and / or orders issued by public and judicial authorities, faulty performance of the Service resulting from the interruption or incorrect operation of platforms owned by third parties on which the Service runs and / or web connections ,

telephone lines, electricity and global and / or national networks, such as, for example, but not limited to, failures, overloads, interruptions.

9.2 The User acknowledges that the Consultation is not provided by the Portal but by the Advising Doctor or by the Hospital and that, consequently, Ultraspecialisti S.r.l. cannot in any way be held responsible for the failed, delayed or incorrect provision of the Consultation by the Advising Doctor or Hospital, which shall then be directly liable in relation to their own acts.

The User expressly recognizes that Ultraspecialisti S.r.l. is not required to verify the correctness of any information and reports provided by the Advising Doctor, who provides the medical service under its sole responsibility. Therefore, Ultraspecialisti S.r.l. cannot in any way be held responsible for the content of the Consultation nor for any and all actions and omissions of the Advising Doctor or the Hospital.

9.3 In the event that Ultraspecialisti s.r.l., at its sole discretion, deems that the conduct of the User does not comply with these Terms and Conditions, Ultraspecialisti reserves the right to limit, suspend, interrupt the account of the User or, in the most serious cases, to prohibit the access to the Portal and / or its Services. In any case, the User acknowledges and accepts that Ultraspecialisti S.r.l. has the right to modify and / or remove comments, reports and any other content published by the User in the event that it deems, at its sole discretion, that such contents are contrary to these Terms and Conditions or to mandatory regulations, public order or morality or it is required to do so in order to fulfil a request from a judicial or other competent authority.

## 10. Intellectual Property

10.1 The Portal and all the internet pages included therein, the technologies and the platform, the ideas, the logos, the brands, the graphic layout, the texts, the audio / video files, the list of Advising Doctors and the criteria for their selection and accreditation, and more generally any other creativity connected to the Portal and the services are and shall remain the property of Ultraspecialisti Srl or its licensors and may not be reproduced, used or represented by Users, unless explicitly permitted and within the limits permitted. The User is granted a non-transferable, limited to private and non-commercial use, right to use the Portal and / or Service. The User expressly undertakes not to disclose and / or reproduce, even partially, the content of the Portal, unless expressly authorized by Ultraspecialisti S.r.l. All software (including the classifications and categorisations in the Portal) are the exclusive property of Ultraspecialisti S.r.l. or its licensors.

## 11. Applicable law and jurisdiction

11.1 In addition to these Terms and Conditions, the Service shall be governed by the Italian law and, in particular, by the provisions of Chapter I of Title III, Part III of the Consumer Code with exclusive reference to the Users who qualify as Consumers.

11.2 Any dispute that may arise between the Parties regarding the validity, interpretation or performance of these Terms and Conditions shall be settled by the Italian competent courts. Except as provided for by art. 66-bis of the Consumer Code and, in any case, if the User cannot qualify as a Consumer, the Court of Milan shall be exclusively competent to settle any and all disputes arising between the Parties.

11.3 Ultraspecialisti S.r.l. hereby notifies the User that the European Commission has established an online dispute resolution platform, which can be accessed via the following link <http://ec.europa.eu/consumers/odr/> .

## 12. Severability clause

If, for any reason whatsoever, one or more provisions of these Terms and Conditions turn out to be invalid or ineffective, the validity and effectiveness of the remaining provisions shall not be jeopardized.

## 13. Data Protection

13.1 As better specified in the Privacy Policy to which express reference is made hereby, Ultraspecialisti s.r.l. in its role of data controller, guarantees that the Data provided by the User – being an individual - will be processed in compliance with the provisions of the Regulation EU 2016/679 and the Italian Legislative Decree no. 196/2003 ("Privacy Code") and any other legal provision in force related to privacy and protection of personal data.

13.2 Without prejudice to the rights provided for by articles 15 – 22 to of the Regulation, the Data of the User will be processed in the manner and for the purposes indicated in the Privacy Policy.

## 14. Third parties' website links

The Portal may contain links, in the form of hyperlinks or banners, to external and third-party websites. Ultraspecialisti S.r.l. does not exercise any control over these web sites and bears no responsibility for the accuracy, nature, quality and completeness of the information contained on said third-party's sites. The content of these websites does not relate to products, services or information of Ultraspecialisti S.r.l..