

TERMS AND CONDITIONS OF THE SANOPASS APPLICATION

The terms and conditions of use (together with the documentation mentioned therein) constitute the terms and conditions of use based on which you may access and use the application made available by SanoPass to its users (the "**Application**"), as a visitor or as a registered user.

These terms regulate the access and use of the Application made available by SanoPass SA, based in Târgoviște, Dâmbovița, str. Gimnaziului, nr. 18, et. 1, room 2, postal code 130017, Romania, e-mail: office@sanopass.ro, registered with the Trade Register under no. J15/1721/2018, fiscal code 40308760, represented by Administrator Andrei Vasile ("**SanoPass**").

Please read the terms and conditions of use carefully when accessing the SanoPass App, as they are applicable to any type of use of the App.

By installing, registering and using the SanoPass Application, you acknowledge that you accept these **Terms and Conditions of Use** and **the Personal Data Processing Policy**. If you do not agree to these terms of use, please delete the App.

1. FUNCTIONALITIES OF THE SANOPASS APPLICATION

- 1.1. The SanoPass app can be downloaded for free by anyone. In order to have access to the services available in the SanoPass network of services, the user must be a recipient of the services. Beneficiary ("**Beneficiary**") is the user who has access, through the Application, to any of the services offered by SanoPass partners ("**SanoPass Partners**").
- 1.2. You may have access to SanoPass services through a third-party organization such as your employer or one of the SanoPass partner companies (the "**Organization**") or directly as a result of purchasing our products directly from the App.
- 1.3. In order to have access to our services, it is necessary to create a user account by entering the phone number. Registration also necessarily involves setting a password (PIN). To avoid other people using the SanoPass App without your consent, we recommend setting a password that is not known or easily identifiable by a third party. In case you have forgotten your password or it has been accidentally disclosed to third parties, we recommend that you proceed to change your password and contact us by phone or at office@sanopass.ro address as soon as possible.
- 1.4. Currently, the SanoPass App allows access to services ("**Services**") such as:
 - Purchasing subscriptions directly from the App.
 - access to the network of medical clinics with which SanoPass has entered into partnership agreements;
 - viewing the medical file containing the results of the analyzes performed, uploaded to the SanoPass Application by our Partners or directly by you;
 - viewing the history of the visits made;
 - viewing the map of SanoPass Partners and their contact details;
 - access to medical counseling and services by phone;

- access to educational and information services on possible diagnoses, offered by our partner, Infermedica Sp. z o.o.
- access to the network of Sanopass affiliated gyms;
- access to the digital library of fitness tracks;
- access to the services of other partners, based on the partnership agreements concluded between them and SanoPass.

2. YOUR ACCOUNT AND PASSWORD

- 2.1. In order to have access to the Services and benefits offered by SanoPass, it is necessary to create an account. In order to create the account, it is necessary to accept the Terms and Conditions, as well as the Personal Data Processing Policy. The account is created based on your number. of the phone, being also necessary to set a password (numeric PIN).
- 2.2. In order to purchase services from SanoPass Partners and to benefit from our discounts or offers, you have the possibility to register a credit or debit card within the Application.
- 2.3. All financial operations and payments made for the purchase of services provided through the Application are processed by the external payment processor, PayU S.A. with its registered office in Poznań, 60-166 Poznań, at your address. Grunwaldzka 186, registered in the Register of Entrepreneurs kept by the Tribunal for Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Section of the National Registry Office under no. KRS 0000274399, tax identification number No. (NIP): 779-23-08-495 ("PayU") or EuroPayment Services SRL, based in Bucharest, Str. Ion Câmpineanu, nr. 11, Bloc Union, 8th floor, room 803, Bucharest, Sector 1, J40/9950/2006, CUI RO18773866 ("EuPlatătesc")) and stored on their servers.
- 2.4. At the time of entering your card. In the App, you'll be redirected to the payment processor's page.

3. ACCESS TO SERVICES

General Rules

- 3.1. These Terms and Conditions represent the Agreement between you, as a Beneficiary, and SanoPass. The subscription is nominal and cannot be transferred to any other third party. The type of subscription you have access to will be automatically uploaded to your account. by the user. In order to be a Beneficiary of services, it is necessary to be at least 16 years of age.
- 3.2. **Only one type of SanoPass Fit subscription can be uploaded to the user account, and subscriptions cannot be aggregated. In the case of subscriptions having as object the access to the network of medical service providers, the user may upload, in the same user account, one or more types of subscription, each having individual prices and recurrence.**
- 3.3. **The Access of the Beneficiaries to the services offered by the SanoPass Partners in the network of gyms is limited to a maximum of one entry / day / Beneficiary.**

- 3.4. The Contract/Subscription will be validly concluded on the date sanoPass confirms your order, i.e. the date of uploading your subscription. in the member account, after payment of the selected subscription type has been made.
- 3.5. NO PAYMENT CAN BE MADE IN CASH, THE ONLY ACCEPTED PAYMENT METHOD BEING THE ONE OPERATED THROUGH THE BANK CARD ENTERED INTO THE APPLICATION.
- 3.6. SanoPass reserves the right to discontinue the use of any user account or password of your choice. or allotted by us at any time in case of violation of the provisions of these Terms and Conditions of Use or if there is a suspicion of fraud / attempted fraud, abuse of uintent to harm the activity or image of SanoPass and / or its users. For the purposes of these Terms and Conditions, fraud means any provision of false information, use of another user's data, allowing the use of the Subscription by a third person other than the rightful user (unless such use is expressly permitted), misuse (as well as not limited to performing a service within a Sanopass Partner by employees / collaborators, partners, first or second degree relatives of the staff or administration of a Partner, etc.) , the use for the purpose of earning income/ profit, as well as any other type of use of fraudulent means to access the Subscription and/or services provided on the SanoPass Partners network, including indications that they intend to use fraudulent means to access the Subscription.
- 3.7. Amounts paid as a price to SanoPass become the property of SanoPass and will not be subject to a refund regardless of whether you are a member of the European Union. use or not use the services provided in the Subscription during its validity.

If you have access to SanoPass services through your employer. (Organization)

- 3.8. If your access At the SanoPass App is governed by an Organization of which you are an employee or collaborator, the validity of your Subscription. it is conditioned by your quality. as an employee/collaborator of the Organization, as well as the validity of the agreement between the Organization and SanoPass.
- 3.9. Your access is provided via your phone number and password. If you become a customer and receive a user identification code, password or any other information related to the security procedures of our website, you must consider any such information to be strictly confidential and you must not provide it to any third party.
- 3.10. SanoPass opens/suspends/terminates access to SanoPass's services on the basis of the Organization's instructions, in the terms and conditions stipulated in the contracts concluded between SanoPass and the Organization. The list of services you have access to is determined by the agreement between SanoPass and the Organization, with the possibility that they may differ from the type of subscriptions available to be purchased from the App.
- 3.11. SanoPass may not open, close or modify in any event access to the Sanopass services without the specific consent of the Organization and is not responsible for the impossibility of using the services as a result of erroneous communications received from the Organization. At the same time, SanoPass has the right to suspend or restrict your access. to services if the Organization fails to comply with its contractual obligations to SanoPass.

If you have access to SanoPass services as a result of purchasing a subscription directly from the SanoPass App

3.12. **Subscription.** SanoPass gives you the ability to purchase a subscription directly from the SanoPass App, from your user account. The price of the subscription, as well as the access to the services and benefits related to each type of subscription will be regulated in accordance with the Terms and Conditions applicable at the time of their purchase from the platform, and their acceptance represents your consent. in order to conclude this contract ("**Contract**" / "**Subscription**").

3.13. **Subscription types.** SanoPass offers access to several types of subscriptions or u services, which will be purchased by you at the price displayed on the date of purchase (the pricedisplayed includes VAT).

During the subscription, changes may occur such as the emergence of new Partners within the network, the reconfiguration of the Partner network, the termination of the collaboration with the current Partners, the decrease of the Partners' service offer, etc. Sanopass does not guarantee the non-modification of the SanoPass Partner network, its structure or the types of services available within each Partner, such changes not having the significance of a change in the offered / subscription purchased.

Access to certain Partners may be subject to additional conditions (such as but not limited to making a prior reservation, paying a fee, etc.) , established by each Partner separately. The conditions of access to the Partners' services are those described in the Application or on the www.sanopass.ro website at the time of performing the service. Sanopass does not undertake the obligation to grant access to all The Partners' services. Recipients will only have access to certain services, described in the Sanopass App or on the www.sanopass.ro website. Other limitations may apply depending on the type of subscription held by the Beneficiary or the category to which the respective Partner belongs. The quality of Beneficiary is based on the general offer of services, but does not guarantee access to a certain offer or Partner.

3.14. **Payment.** Once the desired subscription type/transaction is selected, you will be redirected to the payment processor's page . By accepting the Terms and Conditions you confirm that the payment is considered accepted at the time of debiting the SanoPass account with the amount representing the value of the selected subscription / service.

3.15. **Right of withdrawal**

Under the law, the Beneficiary has the right to withdraw from the contract, without justification and without payment of penalties, if he exercises this right within 14 days from the purchase of the service / subscription and if the Beneficiary has not already started using the service / subscription in the SanoPass Partners network.

If you have already used such services on the SanoPass network, we inform you that this use has the effect of losing the right of withdrawal. **Acceptance of the Terms and Conditions represents your consent and confirmation that you have taken note of the loss of the right of withdrawal in case of use of the services within the period of 14 days from the act of the subscription.**

The exercise of the right of withdrawal can be done by sending a request to [the address office@sanopass.ro](mailto:office@sanopass.ro), in which you inform us of your intention and through which you provide us with the following information: name and surname, telephone number, date of purchase of the subscription. If the withdrawal request meets the legal requirements, we will refund the subscription amount to the same account from which the payment was made, no later than 14 days after receiving the request.

- 3.16. **Subscription duration.** The duration of the purchased subscription is one year. At the end of the contractual period, your subscription will not be accepted. will expire, all existing credits in your account. membership to be deleted on the expiration date. You have the possibility to purchase a new subscription, at the price and under the conditions applicable on the date of purchase of the new subscription.
- 3.17. **Recurring payment.** Unless expressly stated otherwise, your Agreement/Subscription will be concluded for a period of one year. If you opt for the recurring subscription payment system, you expressly agree that the payment of the first month will be made by you through the Payment Processor, and the payment of subsequent months will be made by automatically debiting the card entered into the App/ the related bank account by SanoPass or any other authorized representative to that end. If you have purchased a subscription through the App, removing all cards from the app is not possible. In this case, in order to be able to remove a card from the Application, it is necessary to register a new valid card in advance.
- 3.18. **Impossibility of payment.** If, starting with the second month of subscription, SanoPass and/or its representative find that payment of the Subscription cannot be made for that month for reasons attributable to you. (as well as but not limited to the insufficiency of funds, the expiration of the bank card inserted in the Application), YOUR ACCESS. THE SERVICES WILL BE SUSPENDED UNTIL THE PAYMENT IS PROPERLY PROCESSED.
- 3.19. **Termination in case of non-payment.** If, within 15 (fifteen) days from the date of notification, you do not make the outstanding payments, the Subscription will be deemed terminated, without any further formality or prior information being required. AT THE SAME TIME, THE TERMINATION OF THE SUBSCRIPTION BEFORE THE EXPIRATION DATE WILL ATTRACT YOUR OBLIGATION. TO PAY THE VALUE OF THE SERVICES YOU HAVE BENEFITED FROM UP TO THAT TIME, AT THEIR LIST PRICE, FROM WHICH THE PAYMENTS RELATED TO THE MONTHS OF SUBSCRIPTION PAID UP TO THAT TIME WILL BE PROPERLY DEDUCTED, THIS CLAUSE HAVING THE MEANING OF A CRIMINAL CLAUSE (TERMINATION). By this Agreement, you will be responsible for the purposes of this Agreement. you irrevocably and unconditionally authorize SanoPass and/or any of our representatives to automatically debit your account directly. bank, within the limit of the equivalent value of the month of Subscription and / or, as the case may be, the value of the criminal clause (termination), if it becomes incidental.
- 3.20. **Termination at the initiative of the Subscriber.** You have the possibility to request the termination of the Subscription, by sending a notification to [the address of the office@sanopass.ro](mailto:office@sanopass.ro), without the obligation to pay damages – interests or damages, in the following situations:

- a) unjustified restriction of access to the Application or services;
 - b) unilateral modification of the terms and conditions or content of the offers by SanoPass;
 - c) in the case of other contractual misconduct committed by SanoPass, if SanoPass does not comply with its obligations within 15 days from the notification of the misconduct.
- 3.21. **Termination of subscription.** The subscription may also be terminated in one of the following situations: (a) by agreement of the parties; (b) at the end of the period for which it was concluded; (c) other cases provided for by law.
- 3.22. **Assignment.** By accepting the Terms and Conditions, you will be able to accept the Terms and Conditions. you agree to the assignment to any third party of any rights and obligations incumbent on SanoPass under the Subscription, and SanoPass will notify you thereof at the telephone number entered by you in the Application.
- 3.23. **Force majeure.** In the event of a force majeure or fortuitous event, SanoPass will not be held liable for the failure or improper performance of its obligations. SanoPass is also not liable for the act of a third party when it has the characteristics of a fortuitous or force majeure case. For the purposes of this Agreement, force majeure is an event beyond the control of the Parties, such as fires, earthquakes or other natural disasters, wars, revolutions, strikes, pandemics, restrictions arising as a result of a quarantine, technical problems affecting the functionalities of the Application, orders or acts of public authorities, etc.
- 3.24. **Express acceptance.** The Beneficiary declares that he fully understands all the provisions contained in this Agreement and **expressly accepts the clauses relating to (i) the criminal clause provided for in art. 3.19; (ii) The right of SanoPass to suspend the Subscription, provided for in Articles 3.10, 3.11 and 3.18; (iii) the limitation of SanoPass's liability for the manner in which the services are provided by the SanoPass Partners, provided for in art. 14.**

If you have access to our SanoPass services through a loyalty program

- 3.25. SanoPass is constantly trying to offer accessible services to as many users as possible. In this regard, we are constantly looking for new reliable partners and constantly planning new programs.
- 3.26. SanoPass offers, in partnership with **Visa Romania**, a number of benefits to any individual, whether or not they are a SanoPass subscriber, who holds a Visa Standard, Gold, Platinum and Infinite debit or credit card (hereinafter referred to as the "Accepted Card"). The campaign runs until 30.04.2023. Both SanoPass and Visa may modify or withdraw the offer without prior notice or consent from users.
- 3.27. Based on the Accepted Card, the holder will have access to the benefits in the form of consultations, analyzes, investigations or other services available in the SanoPass Partner Network or discounts, for any available specialty.
- 3.28. The offer is subject to terms and conditions. For more details about the specific conditions applicable to the SanoPass – Visa Campaign, please refer to the Campaign Rules, available on our

website. By accepting the Terms and Conditions you confirm that you agree to the provisions of the Terms and Conditions, to the extent that they are applicable to you.

4. RULES APPLICABLE TO BENEFICIARIES

- 4.1. Based on the subscription, the Beneficiaries have free access or benefit from discounts / offers within the program dedicated to subscribers, under the conditions mentioned in the contracts concluded directly with them or in their favor but with another natural or legal person (their employers / employers of their spouse / child).
- 4.2. The list of services included in each of the Packages offered by SanoPass is accessible on the www.sanopass.ro website. The beneficiary cannot rely on the lack of knowledge of the annexes to the contract containing the list of services included in full or with a discount in his subscription. The beneficiary has the obligation to request, before receiving a service, information on the availability of the recommended / desired services. Any omission represents your acceptance. to pay for the services received at the list price.
- 4.3. If the Beneficiary requests the provision of the services under conditions other than those communicated by the SanoPass Partner or refuses to allow his identification by scanning the QR code or providing the phone number, he will be obliged to pay for all services provided, at list price or with a discount, regardless of whether or not they were included in the subscription.
- 4.4. The appointments requested by the Beneficiary are made under the conditions agreed with the SanoPass Partners, the appointments being made in compliance with a reasonable medium term.
- 4.5. Before presenting at a SanoPass location, the Beneficiary has the obligation to check the services included in the subscription contract and the conditions for accessing a service, if any.
- 4.6. The Beneficiary accepts that any services exceeding the subscription will be covered exclusively by the Beneficiary, sanoPass not being responsible in any way for the Partners' pricing policy.

5. ACCESS TO THE APP

- 5.1. The application can be downloaded and used from any mobile terminal such as smartphone or tablet with GSM/Wifi connection and Android or iOS operating system. For the use of the services, it is necessary for the Beneficiary to activate the account, based on the phone number and e-mail address. Also, during the registration process, you will set a password (PIN)
- 5.2. To guarantee the security of your data, we recommend that you do not disclose the registration data to any person. Also, to the extent that you have suspicions about the disclosure of your personal data. of registration, we recommend that you urgently proceed to change the PIN.
- 5.3. Registration as a user implies acceptance of the provisions of the Terms and Conditions and sanoPass's Personal Data Processing Policy.
- 5.4. The Beneficiary expressly accepts that he is aware that the use of the Application is essential for carrying out a transaction, for access to the account and for performing any other actions within the account, and losing its details or disclosing the elements of authentication to third parties may result in loss of account, unwanted transactions, access to your personal data. personal or even when closing the account.

- 5.5. After creating the account, in order to provide the services offered through the Application, the following personal data will be collected: phone number, valid e-mail, geo-location (in the case of the latter, you can change the settings in your device, but there is a risk that certain options of the Application will cease or change their functionalities).
- 5.6. Also, in order for the Application to be able to function optimally, it is necessary for the Beneficiary to allow the Application to access certain functions of the phone, according to the requests received through system messages within the Application: camera, photo gallery, sms, location (GPS), as well as other functions that can be added during the development of the Application, according to the message received through it itself. These functions will be accessed only after the access is granted by the Beneficiary expressly.
- 5.7. Regarding geo localization, please keep in mind that if you do not choose that geo localization to work only if the Application is opened, or do not close it manually after closing the Application, it will continue to run in the background of your phone, still providing data related to geo localization. At the same time, if you decide not to allow access to geolocation, certain functionalities will be limited accessibility (for example, the Application will not allow the identification of clinics that are in your proximity, but you will only be able to access the List of Clinics, in alphabetical order).
- 5.8. Authorization of transactions can be performed by scanning the QR code located in the reception of each of the SanoPass Partners, through the Application. In this regard, the Application will request access to the camera of your device.
- 5.9. If, at the time of your visit to the Partners' locations, you do not have with you. a device or downloaded app, your identification as a Beneficiary it will be possible based on the phone number, provided that this information is provided at the time of presentation at the location of the SanoPass Partner. In this situation, in order to identify your quality. by the Beneficiary and to avoid situations of impermissible use of your account. in order for another person to carry out the transaction, the SanoPass Partner will ask you to present an identity document.

6. GENERAL NOTIONS REGARDING PAYMENTS AND AUTHORISATION OF TRANSACTIONS WITH THE MOBILE TERMINAL

- 6.1. In order to purchase services from the App or directly from SanoPass Partners and to benefit from discounts or offers negotiated between the Partner and SanoPass, the Beneficiary must register a credit or debit card within the Application.
- 6.2. All financial operations and payments made for the purchase of services provided through the Application are processed by the processors of external paymentsi PayU, respectively I Pay and stored on their servers.
- 6.3. At the time of entering your card. In the App, you'll be redirected to the payment processor's page. SanoPass and SanoPass Partners do not have access to and do not collect information related to the Beneficiary's financial transactions, having registered in the database exclusively the information communicated by the payment processor, respectively the last 4 digits of the associated card and its expiration date.

- 6.4. SanoPass may refuse an order to purchase services through the Application, following prior notice to the User, without any obligations between the parties and without one party being able to claim damages from the other party, for the following situations:
- failure / invalidation of the transaction through the Application;
 - non-acceptance by the partner bank of the User's card / transaction;
 - incomplete or incorrect payment data of the User;
 - the User's activity may cause damage to SanoPass and/or its Partners;
 - failed consecutive service requests;
 - failure to comply with any provision of the Terms and Conditions; and/or
 - other objective reasons.
- 6.5. The operation of the Application is conditioned by an internet connection (WIFI or mobile data) of the phone and the optimal operation of your device. SanoPass will not be liable for the Non-Availability of The Beneficiaries to use the App due to the fact that the Beneficiary's device does not have access to the Internet or has run out of battery. SanoPass will not be held liable and will not indemnify the Recipients for any cost in addition to the subscription or the cost of the card, generated as a result of using the Application.

7. SECURITY OF PAYMENT

- 7.1. The application ensures a level of security according to the rigors applied to electronic remote payment systems.
- 7.2. The payment information of the Beneficiary is stored in the systems of the payment processors, who are also responsible for the security of the transactions made with the user's card.
- 7.3. All connections and communications between the App, SanoPass systems and the payment processor are encrypted and secure.
- 7.4. For more details about how to store your information, as well as about the security of the transactions made, we recommend that you access the page of the payment processor PayU SA, <https://romania.payu.com/> i respectiv I Pay, <https://www.euplatesc.ro/politica-de-confidentialitate.php>

8. REMOTE MEDICAL COUNSELING

- 8.1. Through the SanoPass app, you have access to the remote medical counseling service. In the main menu of the Application, by pressing the banner "Call a doctor", you will be able to request access to a telephone consultation from one of the doctors / specialized medical staff made available by our partners, according to their terms and conditions.
- 8.2. This service is not a substitute for an authorized professional medical consultation and does not guarantee that the recommended procedures or treatments are safe, appropriate or effective for you. Your confidence in the information or responses provided under this service is given at your own risk.

- 8.3. SanoPass makes no warranties, express or implied, and assumes no legal responsibility or liability for the accuracy, completeness, timeliness, or quality of telephone medical advice. **If you have a medical emergency, please do not wait and call the emergency service 112.**

9. EDUCATIONAL AND INFORMATION SERVICES ON POSSIBLE DIAGNOSTICS

- 9.1. Through the SanoPass app, you have access to the educational and information services on possible diagnoses, offered by Infermedica Infermedica Sp. z o.o. based in Wrocław, Plac Solny 14/3, 50-062 Wrocław, Poland (hereinafter referred to as "**Infermedica**"), registered in the Wrocław Register of Companies under no. KRS 0000429183, tax identification code (NIP) 8971782877, and registration number (REGON): 021889810.
- 9.2. In the main menu of the Application you will have access to a series of questions (interview type), in order to establish a virtual diagnosis (information provided in the form of a report generated by a computerized stem system), in order to present the potential dangers related to the symptoms and predispositions communicated by you. during the interview. VIRTUAL DIAGNOSIS IS NOT A DIAGNOSIS OR MEDICAL ADVICE.
- 9.3. The interview, the virtual diagnosis and any other content within the App or the services offered by Infermedica are not the basis for self-diagnosis or the administration of treatments. Any information obtained from the use of The Infermedica Application or Services, in particular but not limited to the report provided following the interview, DOES NOT CONSTITUTE ADVICE OR MEDICAL SERVICE AND CANNOT REPLACE CONSULTATION, ADVICE OR ANY OTHER ANALYSIS OR SERVICE FROM THE DOCTOR OR PHARMACIST.
- 9.4. Any treatment, including those related to the results of the virtual interview, should be followed only under strict supervision or at the guidance of the doctor or pharmacist.
- 9.5. Sanopass and Infermedica are not liable for:
- the actions or inactions of the Beneficiaries in relation to the information obtained through the Application or the use of the Infermedica services;
 - the actions or inactions of the third party for the benefit of which the Beneficiary has conducted an interview;
 - the use of medicines and other pharmaceuticals in connection with virtual diagnosis;
 - the authenticity, correctness and completeness of the data and information provided by the Beneficiaries, the damages caused in connection with the sale of goods and the provision of services mentioned in the advertising, promotional and informational content of the Application, in particular goods and services improperly rendered, in violation of the required standards, in violation of legal regulations or which do not meet the properties offered;
- 9.6. SanoPass assumes no liability for the services provided by Infermedica, which are provided by Infermedica through its own staff, at its own risk. This service is not a substitute for an authorized professional medical consultation and does not guarantee that the recommended procedures or treatments are safe, appropriate or effective for you. Your confidence in the information or responses provided by Infermedica it is given at your own risk.

- 9.7. SanoPass makes no warranties, express or implied, and assumes no legal responsibility or liability for the accuracy, completeness, timeliness or quality of Infermedica's services. Any requests, requests for information or complaints regarding the services provided by Infermedica will be addressed to Infermedica or, if you decide to submit them to SanoPass, will be redirected by us to Infermedica. For more information and details, we recommend that you access the Infermedica Terms and Conditions, available [here](#).

10. EXTERNAL SUPPLIERS

- 10.1. During the development of the Activity and Functionalities of the Application, SanoPass may enter into partnerships (permanent or temporary) with other service providers, not included in the Sanopass Partner Network ("**External Provider**") and you, as a Beneficiary, will have access (free of charge or for a fee) to their services through the SanoPass Application.
- 10.2. The services offered by external providers are distinctly individualized in the Application, subject to the terms and conditions of the respective External Provider and may be purchased by you directly from it, through the App.
- 10.3. Purchases of services offered in the App by other External Providers are intermediated by Sanopass. Any contractual relationship will be concluded directly between you and the respective External Supplier, according to the commercial conditions and their policies. Unless otherwise stated, the purchase of a subscription from an External Provider does not give you access to the services in the Sanopass Partner network, nor does the purchase of a Sanopass subscription give you access to the services of an External Provider.
- 10.4. Although we exercise particular care in selecting the External Providers whose services we offer you through the SanoPass Application and perform periodic qualitative checks, SanoPass makes no warranties, express or implied, and assumes no legal responsibility or liability for the accuracy, completeness, timeliness or quality of their services. Any requests, requests for information or complaints regarding the services provided by the External Providers will be addressed to them or, if you decide to submit them to SanoPass, will be redirected by us to the person responsible. For more information and details, we recommend that you access the Terms and Conditions of each External Provider, available on their websites.

11. LINKS TO THE SANOPASS APP

- 11.1. You may link to the App as long as you do so in a fair manner that does not harm our reputation and does not take advantage of our reputation for personal purposes.
- 11.2. You must not create a link in such a way as to suggest in any way any form of association, approval or support on our part when there is no such situation. You must not establish a link to the App within a website that does not belong to you. We reserve the right to withdraw the right to link to our website without prior notice.
- 11.3. If you wish to use content from our website apart from the above situations, please contact us by email at office@sanopass.ro.

12. LINKS TO THIRD PARTIES

- 12.1. Any links to other websites or other resources provided by third parties are provided for your information only. We have no control over the content or resources of those websites.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Application, its components, graphics, as well as its contents are owned by SanoPass, and the Beneficiary understands that he has no right to them, except for the limited right to install and use the Application, according to these Terms and Conditions.
- 13.2. The Beneficiary understands that the information that is made available by SanoPass through the Application is the property of SanoPass and may be protected, under the law, by copyright or other intellectual property rights.
- 13.3. All company names, trademarks, service marks, trade names, logos and logos are protected by the applicable rules on intellectual property rights. Nothing contained in this Application should be construed as the granting of a license or the right to use any trademark presented on this site without the written permission of SanoPass SRL or third parties who may own those marks.
- 13.4. The Beneficiary is prohibited from using any image, trademark or sign belonging to SanoPass, its Partners or other third parties, unless they have obtained the prior written consent of the holders.
- 13.5. You may download and use the App solely for personal, non-commercial purposes, for which SanoPass grants you a non-exclusive and limited license to do so.
 - using the App for illegal purposes;
 - selling, exporting, licensing, modifying, copying, applying reverse engineering methods, distributing or transmitting the Application without the prior written consent of SanoPass;
 - performing derivative works, sub-licensing, borrowing or using the Application, the software underlying the Application or any of its other components for other purposes;
 - otherwise making the App available so that a third party can copy it.
 - republishing the materials uploaded to the Application (including republication on various websites or platforms online and/or offline);
 - publicly displaying any materials uploaded to the App;
 - reproduction, copying or exploitation of materials uploaded to the Application for commercial purposes;

14. SANOPASS'S LIABILITY IN RELATION TO THE BENEFICIARIES

- 14.1. SanoPass is a third party between the Organization, the Beneficiary, SanoPass Partners or any other providers to whom it facilitates your access or provides services to the Recipients.
- 14.2. SanoPass is not responsible and cannot be held responsible for the quality of services provided by its Partners. Also, discounts, offers and promotions are offered directly by the Partners, who at any time maintain their status as a supplier and the obligations related to the benefits (for

example, but not limited to: compliance, warranty, observance of the beneficiaries' rights as a buyer, acceptance and conditions of performance).

14.3. SanoPass has no responsibility for:

- erroneous information provided by the Beneficiary. It has the possibility to correct at any time the personal data from the account created on the site or by contacting SanoPass directly, at the contact details available on our website or in the Application;
- the possibility to contact viruses by accessing this website / application or by receiving e-mails of an informative or promotional nature;
- the inconvenience created by the interruption of access to the Application due to the Internet Service Provider (ISP);
- the content or nature of the sites through the links that a customer reaches in the App.

14.4. SanoPass is not responsible in any way for the quality of the services provided by the service provider. The provision of services is the exclusive attribute of the Partner, who is solely responsible both for obtaining / maintaining all the necessary authorizations (eg authorizations / approvals or other such provided in his task according to the applicable health legislation) and for compliance with the standards specific to the service provided.

14.5. The Provider is solely responsible for complying with the obligations established in its task by the legal provisions applicable to its activity. The Provider is an independent legal person and does not act in any way as an agent or representative of Sanopass, and no relationship of association, subordination, agency, principal relationship – prepus or the like is established between the Parties.

14.6. Sanopass is not liable for the damages suffered by the Beneficiary as a result of the provision of services by the Partners, Sanopass being relieved of any liability. The Provider is solely responsible for the quality of the services and is liable exclusively for any injuries and / or damage caused to any person as a result of the provision of the services.

14.7. SanoPass makes constant efforts to add new Partners to the partner list and expand the list of specialties available in the App. However, SanoPass is not liable for any damage caused to you, or to any other person as a result of the termination of the contractual relationship with any of our Partners, for your impossibility to identify, at any time, the service provider or the desired specialty, nor for the lack of availability of an appointment within a particular Partner. SanoPass does not guarantee or undertake to guarantee that any or any of the SanoPass Partners is available in order to access all services desired by the Beneficiary.

14.8. The Beneficiary may use the services provided through the App in the locations of SanoPass Partners, as well as for the purchase of any service provided by SanoPass partners through the Application. SANOPASS DOES NOT GUARANTEE A NUMBER OF LOCATIONS/SERVICES FOR WHICH THE APP CAN BE USED, NOR THE AVAILABILITY FOR ALL ITS OWN SERVICES AND/OR THOSE OF ITS PARTNERS.

15. LIMITATION OF LIABILITY FOR THE CONTENT OF THE APPLICATION

- 15.1. The entire Content of the Application is delivered on an "as available" basis, "as is" without warranty of any kind either express or implied, including, but not limited to, any warranties of merchantability, private purpose association, accuracy and non-infringement.
- 15.2. SanoPass does not guarantee the accuracy, completeness, timeliness or certainty of any content made available through the Application. Beneficiaries are responsible for verifying any information before relying on it. Use of the App is at your sole responsibility.
- 15.3. Although we make every effort to ensure your access. with SanoPass services, we cannot guarantee that our App has no errors, nor that there will be no errors or omissions in its content. We also cannot guarantee that the App and its content will be accessible at all times without interruptions. We will not respond if the App cannot be accessed, regardless of the reason for the inability to access it and regardless of the duration of this impossibility.
- 15.4. We will also not be liable for any damage caused by a virus, denial-of-services or distributed denial-of-services attack, nor because of any other type of technological material that would infect your computer, your IT system, your data as a result of using our website or other websites to which there are links in our website.

16. VIRUSES

- 16.1. We do not guarantee that the App will be secure or virus-free. You are responsible for configuring your IT systems for access to the Application and for using your own anti-virus software. You must not misuse the App by introducing viruses, trojans, worms or other materials that may create technological problems. You must not attempt to gain unauthorized access to the App or allow a third party to access it.
- 16.2. You must not attack through denial-of-services or distributed denial-of-services attacks. By violating this provision, you would commit a criminal offence under Romanian law and we will report any such breach to the competent investigating authorities and we will cooperate with the authorities by providing your identity to them. In the event of such a breach, your right to use this website ceases immediately.

17. MODIFICATION OF TERMS AND CONDITIONS

- 17.1. SanoPass may revise the terms and conditions of use as well as any other terms applicable at any time by modifying the relevant pages. The Terms and Conditions may undergo any change without prior notice and are brought to your attention by posting directly in the Application. Please check the relevant pages to be aware of any changes to the terms and conditions of use, as those changes will apply to you from the time of the update. If you use the App after a change, you will accept the amended Terms and Conditions.
- 17.2. SanoPass reserves the right to update the App at any time and change its contents. However, please note that our App may be out of date at the time of viewing them and we have no obligation to update it in real time.
- 17.3. SanoPass makes every effort to make available to you all versions of the Terms and Conditions applicable to you. However, if you do not identify on our website or in the application the version that is applicable to you or that interests you, please contact us at any of the contact details on

the website, and an operator will make available to you as soon as possible, by e-mail, any version of the Terms and Conditions.

18. SUPPORT AND SUPPORT

- 18.1. SanoPass provides you with a support team during the period of use of the App. The support service can be accessed on working days (From Monday to Friday, except for public holidays) between 9.00 and 18.00, at the contact number 0374.90.20.20. The support team answers questions related to the functionality of the Application and questions related to the benefits provided by SanoPass or over which SanoPass has control.
- 18.2. The support team cannot answer questions/issues related to services not provided by SanoPass, more than information already on the App, but may forward you either to the contact point in the Organization that has the necessary information or to the Provider that can provide this information.

19. GOVERNING LAW

- 19.1. For these terms and conditions of use, as well as any aspects relating to or in connection with their content, the law of Romania applies. By accepting the provisions contained in the Terms and Conditions of the Application, you agree that any aspect or dispute derived from these terms and conditions will fall within the jurisdiction of the competent courts in Bucharest, Romania.

20. CONTACT

If you have any concerns about the content of these terms and conditions, please contact us at the e-mail address office@sanopass.ro.

PERSONAL DATA PROCESSING POLICY

SanoPass SRL, based in Târgoviște, Dâmbovița, str. Gimnaziului, nr. 18, et. 1, room 2, postal code 130017, Romania, e-mail: office@sanopass.ro, registered with the Trade Register under no. J15/1721/2018, tax code 40308760, represented by Administrator Andrei Vasile ("**SanoPass**"), has developed this personal data processing policy ("**Policy**") to inform you about the conditions under which we collect, process, use and protect your personal data. personal.

For the purposes of this Policy, the notion of personal data shall have the meaning of any information about an identified or identifiable person, such as name, surname, address, telephone number ("**Personal Data**").

Confidentiality of your personal data it is one of our fundamental commitments and therefore we ensure that the processing of your data is carried out on the basis of this. takes place in full compliance with the

principles set out in applicable law, including but not limited to the General Data Protection Regulation. 679/2016("GDPR").

This Policy is intended to inform you, as a data subject, of how SanoPass, as the Controller of Personal Data, acts in relation to you. as part of your access to and use of our web platform, www.sanopass.ro, and the SanoPass app (the "**SanoPass App**"), as well as with respect to the communication channels through which you may get in touch with us for reporting any deviation from the Policy or if you have any questions.

Please read this Policy carefully, as by accepting it, you agree to all the clauses indicated below.

You are under no obligation to provide us with your personal data mentioned in this document. However, if you do not provide us with the data mentioned in this information note it will not be possible for us to provide you with the services you request from us. If you do not agree to these terms of use, please delete the App and do not continue using our services.

In order to have access to the services available in the SanoPass network of services, the user must be a recipient of the services. Recipient is that user who has access to the Application and services offered by partner clinics or gyms within the SanoPass partner network ("**SanoPass Partners**") based on a service subscription offered by SanoPass ("**Beneficiary**"). You may have access to SanoPass services through a third-party organization such as your employer or one of the SanoPass partner companies (the "**Organization**") or directly as a result of purchasing our products directly from the App.

We emphasize that the provisions of this Policy are for informational purposes only and do not affect the rights that the legislation gives you.

1. WHAT PERSONAL DATA DOES SANOPASS PROCESS?

The personal data relating to you and which we will process are the data obtained directly from you (at the time of registration in the Application), from the Organization to which you belong or resulting from the provision of services by SanoPass Partners.

This Personal Data may include the following categories of data:

- Personal details, such as: name; first name; sex; date of birth/age; personal identification number (CNP); the rest of the information on your ID.
- medical data (sensitive personal data), such as: history of medical visits; results of the analyses carried out, blood group; treatment recommended by SanoPass Partners; any other information that you have. You choose to upload them to the App – Medical File section;
- professional details, such as: employer; position; function;
- geo-location data.

2. HOW DO WE OBTAIN YOUR DATA?

The source of the Personal Data may differ depending on the purpose of the processing. Thus:

- **For subscription beneficiaries**, we receive from the Organization or directly from you, as the case may be, the following personal data regarding you: personal identification number; name; surname; contact details (telephone number and e-mail address). However, most of the

information we obtain directly from you, during the access to the services, or from our Partners, on the occasion of the provision of the requested services or at the time of uploading the documents in the Medical File (by the Partners or even by you).

- **For occupational health services**, the Organization sends us the following data about you that will allow us to identify you, namely: name; surname; personal identification number (CNP); contact details (telephone number and e-mail address), position and position occupied within the Organization. Also, when drawing up the documents related to occupational medicine, we will obtain from the SanoPass Partner that information established by the legal provisions for the evaluation of your ability to work (information regarding the result of the medical investigations carried out being excluded).

We try to keep your data up to date. For this, we constantly carry out an activity of collecting and updating your data.

3. FOR WHAT PURPOSE DO WE COLLECT YOUR DATA?

We use your personal data. collected in point 2 for:

- 3.1. The conduct of the contractual relationship between you / your employer. (The Organization) and SanoPass, issuing subscriptions and processing transactions made within the subscription; resolving your complaints.

Duration of processing: the data will be stored for a period of 3 years, calculated from the date of termination of the user status.

- 3.2. Analysis and statistics on the use of our products, optimizing SanoPass products in order to improve the satisfaction of SanoPass customers, beneficiaries and Partners, improve products and services, identify potential problems with our existing services in order to improve them.

Duration of processing: your data will be stored for a period of up to 5 years calculated from the date of termination of the user status.

- 3.3. Direct marketing and other commercial communications, offering discounts, promotions, product or service launches, affiliation in the Partners' network of new providers, both from SanoPass and collaborators (third-party legal entities), who have a contractual relationship with SanoPass.

Duration of processing: the data will be stored for a period of up to 3 years from the date of termination of the user status or immediately, in case of requesting exclusion from commercial and marketing communications.

- 3.4. Preventing and combating fraud, complying with Sanopass's legal obligations, protecting legal rights, identifying yourself. as a subscription holder and prevention of fraud attempts.

Duration of processing: the data will be stored for a period of up to 3 years from the date of termination of the user status or, if the law requires a longer duration, for the duration provided by the incident norms.

SanoPass may delete your personal data. personal data when they consider that they are no longer necessary for the purposes for which they were collected.

In any case, you have the right to withdraw your consent to the processing or to object to the processing and, if there are no legitimate and compelling reasons for the processing that prevail, we will cease processing the data.

4. WHAT IS THE BASIS ON WHICH WE PROCESS YOUR DATA?

SanoPass processes your personal data pursuant to Article 6(1)(b) of the GDR – processing for pre-contractual and contractual purposes, respectively Article 6 para. (1) letter c) gdpr – processing for the fulfilment of legal obligations incumbent on the controller (SanoPass).

Since most of the information we obtain directly from you, it is processed pursuant to Article 6(1)(a) gdrs – processing based on the data subject's consent.

Also, in the framework of the processing of special categories of personal data (e.g. data regarding your health status), SanoPass asks for your consent in accordance with the provisions of Art. 9 para. (2) point (a) of the GDPR. The carrying out of statistical studies on these categories of data, to the extent that they will be carried out, shall be carried out on the basis of Article 9 (9) (a). (2) point (j) of the GDPR.

Mainly, we process

- your personal data (other than health data) in order to be able to conclude a contract with you, at your request, or to perform a contract concluded with the Organization of which you are a member (by which we undertake to provide you with our services). We also process your data for the fulfillment of our archiving obligations, the obligations to communicate to public authorities or for the preservation and exercise of legal rights. At the same time, there are cases in which we process your data on the basis of our legitimate interest, for example to inform you of the expansion of our partner network, to facilitate your access to our services or to protect our rights in the event of a legal dispute.
- health data is collected taking into account the specifics of our activity, based on your consent, when processing is necessary for purposes related to the assessment of your ability. work, or if processing is necessary for archiving purposes in the public interest. We may also process your data in situations of medical emergency or other situations in which you are unable (physical or legal) to consent to processing, in which case we may process your sensitive data for the purpose of protecting your vital interests (or those of another natural person).

5. WHAT ARE YOUR RIGHTS? WITH REGARD TO PERSONAL DATA?

You have the following rights in relation to the processing of your personal data. Personal:

- **Right of access:** You have the right to obtain from us the confirmation that your personal data is processed by us, as well as information about the specific processing, such as: the purposes of the processing, categories of personal data processed, the recipients of the personal data, the period for which the personal data are stored, whether we transfer the personal data abroad and how we protect it;
- **Right to rectification:** You have the possibility to request the rectification of your personal data if you identify that it is erroneous or incomplete;

- **Right to erasure** ("right to be forgotten"): In certain cases, you have the possibility to request the deletion of personal data, i.e. when it is no longer necessary in relation to the purposes for which it was collected, if you withdraw your consent to the processing (and there is no other legal reason for the processing) or if you oppose the processing;
- **Right to data portability**: You have the right to obtain the transfer to another operator of your data that we process or control;
- **Right to object**: in certain situations, you have the right to object to the processing of your personal data by us.
- **Withdrawal of consent**: To the extent that you have consented to the processing of your Personal Data, you may at any time withdraw your consent, without affecting the lawfulness of the consent-based processing prior to its withdrawal.
- **The right not to be subject to any automated individual decision**: you have the right not to be subject to a decision based solely on automated processing, including profiling, that produces legal effects that concern you or significantly affect you. Such a right cannot be exercised when the decision: (i) is necessary for the conclusion of a contract or for the performance of a contract between you. and SanoPass; (ii) it is necessary for appropriate measures to be taken to protect your rights, freedoms and legitimate interests; or (iii) is based on your consent. explicit.
- **The right to lodge a complaint with the supervisory authority**: you have the right to file a complaint with the National Supervisory Authority for Personal Data Processing ("ANSPDCP") in relation to any violation of your rights. regarding the processing of your personal data. personal. The contact details of ANSPDCP are: 28-30 Gheorghe Magheru Boulevard, Sector 1, Postal Code 010336, Bucharest, Romania; email: anspdcp@dataprotection.ro. Full list of data protection authorities in the European Union: https://edpb.europa.eu/about-edpb/board/members_en

6. HOW CAN YOU EXERCISE YOUR RIGHTS WITH RESPECT TO YOUR PERSONAL DATA? CHARACTER PERSONAL?

Certain rights may be exercised directly from the App and by sending an email to dpo@sanopass.ro address. To ensure that the person contacting us regarding your personal data is not responsible for their personal data. personal data is yourself, we reserve the right to verify your identity prior to issuing any type of response to confidential data, precisely for the purpose of ensuring the confidentiality of all data.

As a rule, you can exercise your rights free of charge. However, manifestly unfounded, unduly repetitive or excessive claims may be subject to a fee.

We make every effort to meet your request. within one month of receipt of the application. This period may be extended by a further two months, if necessary, taking into account the complexity and number of applications, in which case we will inform you of any extension and of the reasons for the delay

7. TO WHOM CAN WE DISCLOSE YOUR DATA?

Currently, SanoPass discloses your personal data to:

- service providers (acting either as controllers or as SanoPass processors) and which SanoPass accounts for administrative services, marketing and other service providers (e.g. IT service providers, data storage services, etc.);
- SanoPass partners to whom you have access through subscriptions;
- your employer – in connection with the assessment of your ability to work for purposes related to occupational medicine, but only within the limits of the information established by the legal provisions (information on the outcome of the medical investigations carried out being excluded);
- other companies in the SanoPass group for the purpose of developing programs and/or joint products and/or services;
- other companies with which we can develop joint programs to offer our products and services on the market;
- accountants, auditors, lawyers and other external professional staff, who will be bound by legal or contractual obligations of confidentiality;
- public authorities, if disclosure is necessary to comply with an obligation under applicable law.

The personal data provided to SanoPass may be transferred outside Romania, to states in the European Union and the Republic of Moldova.

8. WHAT SECURITY MEASURES HAVE WE PUT IN PLACE TO PROTECT YOUR DATA?

We take all necessary precautions, taking into account the nature of the personal data and the risks related to the processing of the data, to maintain the security of the data and, in particular, to prevent the distortion, damage or unauthorized access of third parties (physical protection of the location, authentication procedures with personal access, secured by confidential identifiers and passwords, a log in, encryption or anonymization of personal data, storage in secure environments. However, despite our efforts, we cannot always guarantee the effectiveness of the security measures implemented and therefore we cannot guarantee the security of personal data at all times.

9. UPDATING THE POLICY ON THE PROCESSING OF PERSONAL DATA

This Policy became applicable on November 25, 2022. We may update or modify this Personal Data Processing Policy as necessary and will inform you of these changes. However, we recommend that you consult this page from time to time if you want to be informed about how your personal data will be informed. are collected and protected.

In order to request more details on the measures taken to protect your personal information in the cases mentioned above, you can contact us at any time at the address dpo@sanopass.ro