

GENERAL SUBSCRIPTION TERMS AND CONDITIONS FOR MOBILA DOKTORN

Note; the Swedish version of these general subscription terms and conditions shall take precedence over this English version. Hence, always refer to the Swedish version hereof.

- (1) These general subscription terms and conditions (“**Terms and conditions**”) applies between Docteam, Reg. No. 559115-4033, address Gyllenstiernsgatan 14, 115 26 Stockholm (“**Mobila Doktorn**”, “**we**”, “**our**”, “**us**”) and you as a user of the services and functions described below (the “**Customer**”) (each “**Party**” and jointly the “**Parties**”). By entering into a subscription agreement (a “**Subscription**”) and thereafter using the services provided by Mobila Doktorn (the “**Service**” or the “**Services**”), the Customer approves of that these Terms and conditions forms an integral part of the Subscription and therefore applies on the Services provided by Mobila Doktorn to the Customer (the “**Agreement**”).
- (2) These Terms and conditions have been revised the 24th of November 2021 and replaces all previous existing Terms and conditions regarding the Subscription, the Services and the Agreement between the Parties.

1. GENERAL

Scope of Service

- 1.1 Mobila Doktorn provides a subscription service for an at-home doctor service. The Service is provided through a Subscription to a legal or natural person.
- 1.2 The service includes doctor consultations and/or other healthcare-related counseling by phone – depending on the type of Subscription. Depending on the type of Subscription, the Subscription includes a different number of doctor consultations, e.g., the Subscription for health care counseling by phone does not include any doctor consultations. Unused doctor consultations cannot be saved. When consulted by a doctor where the Customer’s employee or such employee’s family member has their registered address (the “**Employee**”), acute infections with associated symptoms (such as coughs, sinus problems, tonsillitis, fever, pneumonia), musculoskeletal disorders (spraining, lumbago), indigestion, rash (eczema,

itching, Lyme disease), asthma and/or breathing disorders, discomfort related to ears, nose or throat, eye infections, mental illness, stress reactions, sleeping disorders, swollen legs, and other similar discomforts can be examined. During such an examination, rapid tests such as CRP-tests, urine samples, and/or throat tests, as well as the issuance of needed prescriptions, remittance, and healthcare-related certificates are included when, and if, necessary.

The Service also includes an evaluation of the quality of the performed Services, during which the Customer will be contacted by Mobila Doktorn to answer questions regarding the performance of the service.

- 1.3 Mobila Doktorn shall not be used in case of emergency. In such case, the Customer or the Employee should call 112 or visit an emergency care unit.

Subscription confirmation and start of the Agreement

- 1.4 Applicable Price of the Service and agreed upon contract period shall be stated within the Subscription, These Terms and conditions shall be appended to the Subscription and forms an integral part of the Agreement. Objections to the content of the Agreement shall be made by the Customer within 7 (seven) days from entering the Agreement. The start of the Subscription shall correspond to the date on which the Parties entered into the Agreement.

Prices

- 1.5 In addition to the agreed-upon Price stated within the Subscription (the "**subscription fee**"), costs will occur for the Customer in connection to any single doctor consultation following the Subscription.
- 1.6 Mobila Doktorn reserves the right to charge the Customer if amendments to applicable legislation are made or if any amendments are made in agreements with the county council (Sw. "*Landstingen*") which entails increased costs for Mobila Doktorn. However, before such amendments enters into force, these Terms and conditions will be amended, see section 10.1 below.

Payment terms

- 1.7 Invoices relating to the payment of the Subscription fee shall be issued annually.
- 1.8 Payment of the Subscription fee shall be at Mobila Doktorn's disposal no later than the specified due date on the invoice. In case of late or non-payment, Mobila Doktorn is entitled to charge interest corresponding to the current reference rate (*Sw. "Riksbankens referensränta"*) increased by 8%, to claim a fee of 60 SEK, and other costs connected to possible debt collection (180 SEK at the moment). Furthermore, Mobila Doktorn shall be entitled to inactivate the Service according to section 2.1 below
- 1.9 The Customer is responsible for the payment of the Subscription fee as prescribed in each invoice.

Payment liability

- 1.10 The Customer is liable for the payment for all fees related to the Subscription. If the Subscription is signed by a person who lacks the authority to represent the Customer, the signatory shall be personally liable for any payments to be made.

Availability of the Service

- 1.11 Mobila Doktorn intends to provide the Service for the Customer without any major interruptions. Due to technical issues (for example power outages, software error and/or hardware error, connection loss, etc.) or due to other similar hindrances as described per section 9.1 below, Mobila Doktorn may however be prevented from its performance of the Service. Hence, Mobila Doktorn does not guarantee that the Service can be provided following circumstances beyond Mobila Doktorn's control.
- 1.12 By entering the Agreement, the Customer accepts that interruptions and delays caused by circumstances beyond our control may occur per section 1.11 above and that such does not constitute an error in the Service.

2. MOBILA DOKTORN'S RIGHTS, COMMITMENTS AND RESPONSIBILITIES

Limit usage and/or inactivation

- 2.1 If the Customer does not perform timely payment for the Subscription or any additional services performed by Mobila Doktorn, Mobila Doktorn will be entitled to limit the Customers usage of the Subscription and/or inactivate the Service. Such inactivation does not automatically mean that the Service shall be considered terminated.

In case of error, remediation, etc.

- 2.2 Provided that the Customer has paid the imposed fees in accordance with these Terms and conditions, Mobila Doktorn is obliged to remedy any errors in the Service upon notification by the Customer containing the nature and circumstances of the error. Such remedy shall be made by Mobila Doktorn without undue delay.

Transfer

- 2.3 Mobila Doktorn has the right to at any time, partially or completely, transfer all rights and obligations according to the Agreement without notifying the Customer thereof.

Responsibility for the care givers' performance of the Service

- 2.4 Mobila Doktorn is an established care giver supervised by IVO (Sw. "*Inspektionen för vård och omsorg*"). Mobila Doktorn provides the Service in compliance with all current regulations relating to health and medical services, including the Swedish Health Care Act (Sw. "*hälso- och sjukvårdslagen (1982:763)*"), the Swedish Patient Safety Act (Sw. "*patientsäkerhetslagen (2010:659)*"), the Swedish Patient Data Act (Sw. "*patientdatalagen (2008:355)*"), and any other applicable regulations (the "**Regulatory framework**").
- 2.5 Mobila Doktorn is responsible for ensuring that all doctors performing the Service are authorized as advisors and prescribers, hold valid insurances, hold Swedish medical identification, and/or other necessary qualifications for the performance of the Service.
- 2.6 Mobila Doktorn cannot guarantee that the Service will be performed without any errors or other interference, that errors will be remedied within a certain period or that the Service will be free of harmful components. Further, technical errors may prevent your usage of the Service. Mobila Doktorn is not responsible for the immediate availability of the Service,

lack of technical disruptions, or loss of data unless otherwise stated in the Regulatory framework. Mobila Doktorn is not obliged, except where otherwise stated in the Regulatory Framework, to compensate you for any errors, defects, data loss, or other breaches of the Agreement or the Subscription attributable to Mobila Doktorn or its associates.

Amendments to the offer and the services provided

- 2.7 Mobila Doktorn is continually updating its offer, the Subscription, and the Agreement. Mobila Doktorn has the right to, whenever and without obtaining prior approval from the Customer, make Amendments in its offer, the Subscription, the Agreement, and the Services provided to the Customer per section 10.1 below.
- 2.8 Following such amendments in the offer, the Subscription, the Agreement, or the Services, the Customer has the right to terminate the agreement per section 10.1 below.

3. THE CUSTOMER'S COMMITMENT AND RESPONSIBILITY

Terms of agreement and data

- 3.1 The Customer is responsible for taking part of these Terms and conditions and observe any amendments of the contractual terms and conditions regarding the Service and/or the Subscription. If the Customer continues to use the Service after such amendments become effective, the Customer shall be considered to have approved such amendments.
- 3.2 The Customer is responsible for the accuracy of the information provided in connection to entering into the Agreement or the Subscription and use of the Service. Mobila Doktorn is not responsible for potential damages that arise due to the Customer providing incorrect information or not continuously providing updated information.
- 3.3 The Customer shall store its personal and user-specific information – such as user-identity, passwords and/or other documents – in a secure manner and not use disclose such information to anyone unauthorized. If the Customer suspects that, or should have suspected that, such information become knowledge of anyone unauthorized, or is otherwise misused, the

Customer is responsible to take immediately action to restrict access thereto.

- 3.4 The Customer is responsible for any activities undertaken by the Customer. The Customer is therefore responsible for the submission and transfer of information and other electronic documents. The Customer is responsible to observe laws, rules, regulations, government decisions, and generally accepted ethical and moral values when using the Service. The Customer is prohibited from using the Services in any way that may cause Mobila Doktorn or someone else inconvenience or damages.
- 3.5 In addition, The Customer and Employee's undertakes to:
- in case of deterioration of the treated condition, turn to a general medical centre, a health care centre, or an emergency care unit; and
 - not use the Service for purposes other than personal medical consultation.

Transfer

- 3.6 The Customer does not have the right to transfer it rights and/or obligations according to the Agreement or the Subscription. Furthermore, the Customer does not have the right to transfer any rights to the Service without prior written consent from Mobila Doktorn.

Obligation to indemnify Mobila Doktorn

- 3.7 The Customer shall hold harmless and indemnify Mobila Doktorn in case of infringement of a third party's intellectual property or if a third party targets any claims against Mobila Doktorn due to the Customers' use of the Services.

4. INTELLECTUAL PROPERTY

- 4.1 Mobila Doktorn owns all intellectual property related to the Services (including but not limited to any technical solutions and any content on Mobila Doktorn's website), as well as all material published or provided by Mobila Doktorn (including but not limited to software, documentation,

data, register information and similar). All intellectual works are copyrighted and all such rights are reserved to Mobila Doktorn.

- 4.2 If intellectual property should arise as a result of the Customer's use of the Services, such intellectual property shall belong to Mobila Doktorn. Hence, Mobila Doktorn shall have the exclusive right to use thereof.
- 4.3 All copying, changing, transferring, and/or other usages of Mobila Doktorn's intellectual property not explicitly allowed according to these Terms and conditions is prohibited by the Customer. The Customer is aware that any unauthorized use thereof may constitute a criminal offense.

5. PERSONAL DATA

- 5.1 Mobila Doktorn assumes the role of personal data controller for some of the personal data that is processed as a result of the Subscription. Our processing will always be in accordance with applicable personal data legislation and our, at any given time applicable, privacy policy.

Our complete privacy policy is available on Mobila Doktorn's website.

6. COMPLAINTS/CLAIMS

- 6.1 Complaints must be made, to be valid, in writing and within a reasonable time after the Customer has noticed the error/defect in the performed Services or should have noticed such errors/defects. The Customer shall at their own expense submit the required material and/or information to Mobila Doktorn to enable us to remedy any such errors/defects.
- 6.2 The Customer is obliged to claim compensation without unreasonable delay after the discovery of any damages. If the Customer does comply with its obligation according to this section, the Customer shall be considered to have forfeited the right to enforce any such claim against Mobila Doktorn.

7. VALIDITY, TERMINATION AND EXPIRATION OF THE SUBSCRIPTION

The subscription's term

- 7.1 If the Subscription is not terminated by either Party at the latest 1 month before the expiration of the Agreement, the Subscription is extended by another twelve months at a time. If either Party wishes to terminate the agreement during such extension, termination must be made 1 month before the end of the extension period.

Termination by Mobila Doktorn

- 7.2 Mobila Doktorn has the right to terminate the Subscription with immediate effect if the Customer has not paid the agreed-upon fees after more than thirty (30) days of delays; or if the Customer violates any term of the Agreement.

Mobila Doktorn's right to introduce a quarantine period for the Customer

- 7.3 Mobila Doktorn has the right to refuse a Customer to initiate a new Subscription period within 12 months after termination of a previous Subscription (so-called quarantine period).

8. LIMITATION OF LIABILITY

- 8.1 Mobila Doktorn's liability under the Agreement is limited to a maximum of 2,5 price base amounts (*Sw. "Prisbasbelopp"*). Such limitation of liability is not applicable for patient compensations according to the Swedish Patient Compensation Act (*Sw. "patientskadelagen (1996:799)"*), or compensation according to the European parliament and of the Council's regulation (EU) 2016/679 of the 27th of April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**").

9. FORCE MAJEURE

- 9.1 The Parties agree that if one Party partly or in whole are prevented from fulfilling its obligations under the Agreement and this is due to a circumstance outside the Party's immediate control and which the Party could not reasonably have known or foreseen when entering the Agreement, this shall constitute as ground for exemption which means that the time of performance may be advanced or prolonged. Further exemption from fines and other sanctions may be imposed. Government interventions,

war, riots, strikes, natural disaster, power outage, sabotage against for example electricity, telephone lines and computer equipment or similar events are regarded as grounds for such exemption. If the performance of the Party is substantially prevented for more than three months due to the circumstances described above, either Party has the right to immediately terminate the Subscription in writing without liability for compensation.

10. AMENDMENTS

- 10.1 Mobila Doktorn is entitled to amend these Terms and conditions without obtaining prior approval from the Customer. Such amendments take effect, when regarding existing Customers, one week after such amendments have been made publicly accessible on Mobila Doktorn's website and the Customer has received information from Mobila Doktorn thereof.

11. COMMUNICATION

- 11.1 Communication concerning these Terms and conditions shall be transferred by courier to the Party to its latest submitted address or by email to such email address that the other Party usually uses to communicate with the Party. Such communication shall be considered as received (i) at the time of the handover to the courier (if transferred by courier) or (ii) at the time it was sent (if sent by email).

12. INVALIDITY OF PROVISION

- 12.1 If any provision within these Terms and conditions or the application thereof should become invalid, the Parties shall adjust these Terms and conditions or the provision, as far as possible, to give effect to the spirit of these Terms and conditions. If the Parties cannot agree on amendments to an invalid provision, that provision shall be considered deleted and the other provisions of the Terms and conditions shall continue to be applicable.

13. HEADINGS

- 13.1 The headings of these Terms and conditions are solely used for editorial purposes and shall not affect the meaning or interpretation of the substantial provisions hereof in any way.

14. GOVERNING LAW

- 14.1 The Subscription and the Agreement shall be governed by and construed in accordance with Swedish substantial law.

15. DISPUTE ETC.

- 15.1 Any dispute, controversy or claim arising out of or in connection with the Subscription or the Agreement shall be finally settled by the District Court of Stockholm District Court as first instance.
- 15.2 If the Customer has objections to or comments regarding the performed Services relating to care for which Mobila Doktorn is responsible, the Customer is requested to contact Mobila Doktorn by email at info@mobiladoktorn.se.
- 15.3 If the Customer has comments regarding the performed Services, the Customer is also able to contact IVO.