

OFFER

on the conclusion of a mixed agreement (paid services and license agreement)

GENERAL TERMS

In accordance with Article 435, p. 2 of Article 437 of the Civil Code of the Russian Federation, this document is a public offer of the intention to conclude a mixed agreement with elements of an agreement for the provision of paid medical and other services and a license agreement for the provision of right to use a computer program (hereinafter referred to as the "Offer", "Agreement"), sent by **"Clinic "NaPopravku" Limited Liability Company**, registered in accordance with the legislation of the Russian Federation under OGRN (Primary State Registration Number) 1207800017732 dated February 11, 2020 by Interdistrict Inspectorate of the Russian Ministry for Taxes and Levies No. 15 for Saint Petersburg, INN (Taxpayer Identification Number) 7813642889, Medical License No. JI041-01148-78/00356111 issued on 02.09.2020 by the Saint Petersburg Health Committee, (59 Bogatyrsky Ave., bldg. 3A, premises 8H, office 101, intracity territory of a federal city, municipal district No. 65, Saint Petersburg, 197082, tel.: +7 (812) 384-74-17), represented by its Director General Maria Leonidovna Strelina, acting on the basis of the Articles of Association (hereinafter referred to as the "Medical Organization") **to an unlimited number of individuals** (hereinafter referred to as the "Customer", "Patient").

The Customer shall be familiarized with this Offer upon publication of its current version on the Website at <https://napopravku.ru/online-consultations/> and in the "NaPopravku" Mobile app.

By accepting the terms and conditions of this Offer, the Customer, in accordance with Part 1, Article 18 of the Federal Law "On Advertising", agrees to receive informational and advertising messages about Medical and Other services of the Medical Organization by sms and e-mail. The Customer has the right to withdraw their consent to receive informational and advertising messages by contacting the Medical Organization at the address specified in Section 9 hereof or following the instructions specified in the e-mail.

Full and unconditional acceptance (Acceptance) of the terms and conditions of this Offer shall be deemed to be the Customer's performance of any of the following implicative actions:

- consent to the terms and conditions of this Offer and Appendices hereto by placing marks (including ticking) and/or pressing the "Pay" button in the Mobile app,
- making a prepayment for the Services.

The Acceptance of this Offer shall mean:

- conclusion by the Customer/Patient of a mixed agreement with elements of an agreement for the provision of paid medical and other services and a license agreement for the provision of right to use a computer program with the Medical Organization in writing on the basis of the provisions of p. 3 of Article 434, p. 3 of Article 438 of the Civil Code of the Russian Federation (the Agreement shall be concluded every time the Customer/Patient applies for the Services),
- provision by the Customer/Patient of consent to the processing of personal data and transfer of information constituting medical secrecy,
- provision by the Customer/Patient of Informed Voluntary Consent to medical interventions types in the List of Medical Interventions to which citizens give informed voluntary consent when choosing a physician and medical organization to receive primary health care,
- that the Customer/Patient is familiarized and agrees with the Medical Organization's Privacy Policy on Personal Data Processing posted on the Website and in the Mobile app.

The validity period of this Offer shall be established from the date of its placement on the Website and Mobile app specified at the beginning of the Offer until its official withdrawal or approval of the Offer in a new version. This Offer may be unilaterally modified by the Medical Organization at any time. Such modifications shall be effective for the Parties only for future time.

The Services that have already been executed at the time of modification or withdrawal of the Offer shall be executed on the terms of the Offer that were in force at the time of their execution.

Place of conclusion of the Agreement: location of the Medical Organization.

Information about the license with a list of services that constitute medical activity, is available on the Website <https://napopravku.ru/online-consultations/> and in the "NaPopravka" Mobile app.

BASIC TERMS

Agreement	A mixed-type agreement, within which the Medical Organization provides the Customer with Medical and Other services and a simple license to use the computer program “NaPopravku” Telemedicine platform”, through which the Customer can receive Medical and Other services. All Appendices hereto shall be an integral part thereof.
Medical services	Health case using telemedicine technologies (medical consultation/consultation) provided by the Medical Organization to the Patient through the Service.
Other services	Non-medical consulting services provided to the Customer/Patient through the Service as part of the Services purchased under the Subscription, related to the provision of information, data and materials on general health issues.
Medical report	An electronic document compiled by the Physician based on the results of the Medical Service, sent to the Patient through the Service, containing the medical consultation results without making, adjusting the diagnosis or prescribing treatment.
Patient	An individual who is provided with Medical Service in accordance with this Agreement, incl. the Customer who has concluded the Agreement in their favor.
Customer	A capable individual, over eighteen years old, who has reached the age required in accordance with the legislation of the Russian Federation to conclude an Agreement, who enters into this Agreement for himself/herself personally or who is the legal representative of an incapacitated or partially capable person (parent, guardian or trustee), hereinafter referred to as the legal representative of the Patient)), who accepted the Offer. The Customer who has entered into the Agreement for himself/herself personally and receives services under the Agreement is a Patient.
Physician	An individual who is an employee of the Medical Organization, has a higher professional medical education in the relevant specialty and provides Medical Services to Patients within their job duties in the Medical Organization. Information about the Physician to the extent established by Order of the Ministry of Health of Russia No. 965H dated November 30, 2017 is provided to the Patient at the beginning of the consultation.
Consultant	An individual with the necessary qualification to provide non-medical consulting services using the Service.
Informed voluntary consent to medical intervention	Informed voluntary consent to medical interventions types in the List is formalized by the Customer (Patient or its legal representative) with each purchase of Services in accordance with Appendix No. 2 to Order of the Ministry of Health of the Russian Federation No. 1051H dated November 12, 2021.
Service	Computer software package “NaPopravku”, which includes the computer program “NaPopravku mobile app” and the computer program “NaPopravku” Telemedicine platform” (trade name “NaPopravku Plus”) regarding the functions of the “NaPopravku” Mobile app in the “Chat with a Physician” section, designed to store users’ medical data in a single system; provide recommendations on maintaining a healthy lifestyle, regular and extraordinary examinations; including to organize remote provision of medical and other services to Patients by the Medical Organization using telemedicine technologies in real time (online). Access to the Service is provided through the use of the “NaPopravku” Mobile app installed on the Patient/Customer for mobile devices. Exclusive rights to the computer programs “NaPopravku mobile app” and “NaPopravku” Telemedicine platform” belong to the Licensor - Napopravku.ru LLC, OGRN (Primary State Registration Number): 1147847038679.
Website	https://napopravku.ru/online-consultations/
"NaPopravku" Mobile app / Mobile app	A set of computer programs “NaPopravku” for iOS or Android mobile devices, developed, among other things, for the provision by the Medical Organization of medical services using telemedicine technologies through an installed app on the Customer/Patient’s mobile device using the computer program “NaPopravku” Telemedicine platform”.
Telemed platform	Computer program “NaPopravku” Telemedicine platform” (trade name “NaPopravku Plus”) regarding the functions of the “NaPopravku” Mobile app in the “Chat with a Physician” section.
Personal area	Software interface in terms of the functions of the Mobile app, which contains information about the Patient, the Subscription purchased by the Patient; Patient's contact information; medical documents available to the Patient after registering on the Service using a login and password. Through the “Chat with a Physician” section of the Mobile app, the Patient can send a request for the provision of medical and other services; contact a Physician/Consultant; receive medical and other services.
Information system	A set of computer programs “NaPopravku” in terms of the Service used by the Medical Organization to provide medical and other services, which is an information system related to the type of other information systems established by Federal Law No. 323-FZ “On the Fundamental

	<p>Issues of Protection of Public Health in the Russian Federation" dated November 21, 2011, for collecting, storing, processing and providing information relating to the activities of medical organizations and the services they provide.</p> <p>An operator of the Information system is the Medical organization: "Clinic "NaPopravku" Limited Liability Company OGRN (Primary State Registration Number) 1207800017732, INN (Taxpayer Identification Number) 7813642889; Medical License No. ЛО41-01148-78/00356111 issued on 02.09.2020 by the Saint Petersburg Health Committee; Location: 59 Bogatyrsky Ave., bldg. 3A, premises 8H, office 101, intracity territory of a federal city, municipal district No. 65, Saint Petersburg, 197082, tel.: +7 (812) 384-74-17; e-mail: Info@napopravku.ru</p>
Subscription	<p>Mode of providing the Customer/Patient, under the terms of the Agreement, with the opportunity, for a fee, to receive a certain number of Services in relation to Medical and Other services for a limited period of time. Types of Subscriptions correspond to the Programs of the Medical Organization posted on the Website and in the Mobile App, which are an integral part hereof.</p>
Medical Organization's Program	<p>Information about the name, cost and terms of provision of the Services, posted on the Website and in the Mobile App and which is an integral part hereof.</p>
Appendices	<p>Appendix 1: Terms for the provision of paid medical and other subscription services. Appendix 2: Informed voluntary consent to medical intervention. Appendix 3: Terms and procedure for the provision of medical and other services.</p>

1. SUBJECT OF THE AGREEMENT

1.1. The Medical organization based on the Customer's request:

- undertakes to provide him/her or the person whose representative he/she is (the Patient) with Medical and Other Services (hereinafter referred to as the Services), and the Customer undertakes to accept and pay for the Services in accordance with the terms of this Agreement, and
- undertakes to provide the right to use the computer program "NaPopravku" Telemedicine platform" within the limits provided for in the Agreement, and the Customer (Patient) undertakes to pay the remuneration stipulated by the Agreement.

1.2. To receive the Services, the Customer (Patient) has the right to remotely purchase services for the right to receive the Services in accordance with the Medical Organization's Programs posted on the Website and in the Mobile App through his/her Personal area in the Mobile App. In this case, information about the current (purchased by the Patient) Medical Organization's Program is generated automatically and displayed in the Customer's (Patient's) Personal area after the Customer makes payment for the Services in accordance with this Agreement.

1.3. The Medical organization provides the Services remotely.

2. TERMS AND PROCEDURE FOR PROVIDING SERVICES AND A LICENSE

2.1. Upon 100% prepayment, the Customer shall be provided with:

- a simple license to use the computer program "NaPopravku" Telemedicine platform" and
- the right to receive, on demand, using the Service, the Services within the purchased Medical Organization's Program, implemented on the terms and in the procedure for providing paid medical and other services in the "Subscription" mode, in accordance with Appendix No. 1 hereto.

2.2. Following the Medical Service, the Medical Organization shall draw up a Medical Report.

2.3. The terms and procedure for rendering the Services are specified in Appendix No. 3 and are an integral part hereof.

2.4. Upon acquisition of the right to request the Medical Organization to provide the Services under the Subscription, the service shall be deemed to have been provided irrespective of whether the Customer has requested such Services or not upon expiry of the Subscription period, and the Agreement in respect of provision of the Services in the "Subscription" mode shall be deemed to be a subscription agreement in accordance with p. 2 of Article 429.4. of the Civil Code of the Russian Federation.

2.5. Terms of the computer program "NaPopravku" Telemedicine platform":

- The Telemed platform is provided on an "as is" basis. The Medical Organization makes no warranty as to its error-free and uninterrupted operation or its individual components and/or functions, its conformity to the specific purposes and expectations of the Customer, nor does it make any other warranties not expressly stated in this Agreement.
- The Medical Organization grants the Customer a reimbursable simple (non-exclusive) license to use the computer program "NaPopravku" Telemedicine platform" (as a whole and its components), which is a set of data and commands, including source code, database, audiovisual works included in the computer program, presented in an objective form, in the territory of the Russian Federation, during the Subscription validity period. Methods of use: to use the functions of the Service in terms of the functions of the "NaPopravku" Mobile app in the "Chat with a Physician" section as part of the Services.

2.6. In accordance with subparagraph 2, paragraph 2, Article 310 of the Civil Code of the Russian Federation, the Customer's unilateral withdrawal from the agreement in terms of granting a license is not allowed. Voluntary termination by the Customer of the use of the Telemed platform (including deletion of the Mobile app from the Customer's device) is not recognized as the Customer's refusal of the license agreement (regardless of the fact of notification of this to the Medical Organization) and does not entail the obligation of the Medical Organization to recalculate and/or return remuneration paid by the Customer in the manner provided for in clause 4.2.1. hereof.

3. ELECTRONIC SIGNATURE RULES

3.1. The Parties hereby agree that within the Service they mutually recognize electronic documents signed with a simple electronic signature as equivalent to paper documents signed with a handwritten signature, unless this Agreement and the current legislation of the Russian Federation provides for the use of exclusively enhanced qualified electronic signature in the documents.

3.2. Simple electronic signature keys are used as follows: to sign an electronic document with an electronic signature within the Service, the Customer (Patient) uses authorization on the Service using a login and password or a mobile phone number and a code sent by the Service in an SMS message to the Customer's (Patient) mobile phone or login and password from social networks. Documents can be signed on the Service, including by placing a special symbol (including by ticking) by the Customer (Patient) within one session next to the corresponding document (link to the document) or by clicking the "Pay" button.

3.3. The Parties undertake to maintain confidentiality with respect to electronic signature keys.

3.4. The Parties agreed that all actions and electronic documents made and sent to the Medical Organization using the electronic signature key of the Customer (Patient) shall be considered as made and sent by the Customer (Patient).

3.5. The Parties acknowledge that all electronic documents generated, used and sent to the Medical Organization by the Customer (Patient) through the Service's functions within one session (while the Customer (Patient) is authorized on the Service) are signed by a simple electronic signature of the Customer (Patient).

4. AGREEMENT PRICE; PAYMENT PROCEDURE

4.1. The total price of the Agreement shall be indicated on the Website and in the Mobile App in the Medical Organization's Programs, implemented under the terms and in the order of rendering paid medical and other services in the "Subscription" mode according to Appendix No. 1 hereto.

4.2. The Agreement price includes:

4.2.1. a remuneration for a simple license for the computer program "NaPopravku" Telemedicine platform" in the amount of at least 99% of the total price of the Agreement;

4.2.2. the price of medical and other services minus remuneration (clause 4.2.1. hereof).

4.3. Payment shall be made by bank transfer using one of the methods specified in the Service at the Customer's choice, to the bank account of the Medical Organization.

4.4. Payment shall be made by means of organizations providing services for acceptance and transfer of payments by bank transfer, with the provision of documents confirming the fact of payment in accordance with the requirements of the current legislation of the Russian Federation. The Medical organization does not have access to the Customer's payment details.

4.5. If the Customer purchases the Services that are payable on a periodic basis (once a month, quarter, half year or year), the Medical Organization has the right to increase the cost of the Services provided before the next period for the provision of the Services. The decision of the Medical Organization to increase the cost of the Services or to terminate the provision of the Services shall take effect from the expiry of the period of the Services provision in which the Customer has made the relevant decision.

4.6. Upon the first payment of the Services rendered in the "Subscription" mode by bank payment card, the Customer's card data shall be saved by the operator of the electronic payment service YooKassa (YooMoney Non-Banking Credit Organization Limited Liability Company, located at 82 Sadovnicheskaya Street, building 2, Moscow, license by the Bank of Russia No. 3510-K).

4.7. By agreeing to the terms of this Agreement by purchasing the Services provided in the "Subscription" mode, the Customer also agrees to make automatic regular (recurrent) payments for the relevant service without re-entering the bank card details and without additional confirmations from the Customer.

4.8. The Customer has the right to refuse further payment (auto-subscription) for the Service provided in the "Subscription" mode using the Personal area according to Appendix No. 1 hereto at any time. Upon completion of the paid period of the Service provided in the "Subscription" mode, such Service will be suspended.

5. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

5.1. The Medical organization undertakes:

5.1.1. To provide the Patient (Customer) with additional free, accessible and reliable information on issues related to the provision of the Services and other issues related to the subject matter hereof.

5.1.2. To inform the Employer and the Patient's other legal representative of the Patient about the identified health condition of the Patient.

5.1.3. To treat the Patient with respect and humanity.

- 5.1.4. Not to transfer and not to show to third parties the information and documentation about the Patient (Customer) held by the Medical Organization.
- 5.1.5. To comply with the procedures and standards of health care approved by the Ministry of Health of the Russian Federation, including, but not limited to compliance with the procedure for the organization and provision of health care using telemedicine technologies, approved by Order of the Ministry of Health No. 965H dated November 30, 2017.
- 5.1.6. To provide the Services in good faith in compliance with the norms of the current legislation and taking into account the specifics of providing the Services remotely.
- 5.1.7. To ensure the execution, maintenance and storage of medical records, accounting and reporting statistical forms in the manner prescribed by law.
- 5.1.8. To provide, by posting in the Personal area of the Customer (Patient), information about the available and paid list of Services (both one-time Services and those provided for by the Medical Organization's Programs), with their description, conditions and terms of provision, validity period of the Services during which the Customer (Patient) has the right to receive Services.
- 5.1.9. To comply with the requirements of the legislation in terms of execution of primary accounting documents in the order and terms established by Federal Law No. 54-FZ "On the Use of Cash Register Equipment for Settlements in the Russian Federation" dated 22.05.2003.
- 5.1.10. To perform other duties in accordance with this Agreement.

5.2. The Medical organization shall have the right:

- 5.2.1. To receive from the Customer (Patient) any information necessary to fulfill its obligations under this Agreement. In case of non-provision or incomplete or incorrect provision of information by the Customer (Patient), the Medical Organization shall have the right to suspend performance of its obligations under this Agreement until the required information is provided.
- 5.2.2. To receive payment for the provision of the Services and license fee under this Agreement.
- 5.2.3. In case of incorrect behavior of the Customer (Patient) during rendering of the Services, the Medical Organization shall have the right to terminate rendering of the Services and unilaterally withdraw from the Agreement in accordance with Appendix No. 3 hereto.

5.3. The Customer (Patient) undertakes:

- 5.3.1. To fulfill all medical recommendations of the Physician or ensure their fulfillment by the Patient, including recommendations on specialists to be consulted for making/confirming/specifying diagnosis and assigning treatment.
- 5.3.2. To familiarize and provide an Informed voluntary consent to medical intervention and consent to the processing of personal data and transfer of information constituting medical secrecy - hereinafter referred to as the "Consents". The consents are provided by placing marks (including ticking) and/or pressing the "Pay" button posted on the Service, using an electronic signature.

5.4. To pay for the Services and license fee in the manner, within the deadlines and under the terms set forth in this Agreement.

5.5. To comply with the rules of rendering the Services and the rules of use of the Service and Telemed platform. To ensure the confidentiality at the time of rendering the Service, as well as when accessing the information stored in the Personal area.

5.6. To perform other duties in accordance with this Agreement.

5.7. The Customer (Patient) has the right to:

- 5.7.1. Receive the Services and access to the Telemed platform from the Medical Organization in accordance with this Agreement.
- 5.7.2. Submit claims for compensation for losses caused by non-fulfillment or improper fulfillment of the terms of the Agreement, compensation for damages in case of harm to health and life, as well as compensation for moral damage in accordance with the legislation of the Russian Federation.
- 5.7.3. If any bugs are detected in the Telemed platform, notify the Medical Organization.

6. CONFIDENTIALITY

6.1. The Medical Organization undertakes to keep confidential information about the fact that the Patient applied for health care, his/her state of health, diagnosis and other information obtained during his/her examination and treatment (medical secrecy).

6.2. With the consent of the Patient or his/her legal representative, information constituting a medical secret may be disclosed to other persons, including officials, in the interests of examination and treatment of the Patient, within the fulfillment of obligations under this Agreement.

6.3. Provision of information constituting a medical secret without the consent of the Patient or his/her legal representative is allowed for the purpose of examination and treatment of the Patient who is unable to express his/her will due to his/her condition and in other cases stipulated by the legislation of the Russian Federation.

6.4. The Patient is notified and realizes that the Service is provided via open communication channels and that these channels do not guarantee the confidentiality of the transmitted information.

6.5. The Parties undertake to keep confidential therapeutic, financial and other confidential information received from the other Party upon the execution of this Agreement.

7. LIABILITY OF THE PARTIES

7.1. The Medical organization shall be liable to the Patient (Customer) for non-performance or improper performance of the terms of this Agreement, non-compliance with the requirements for diagnostic, prophylactic and treatment methods permitted in the territory of the Russian Federation, as well as in case of harm to the health and life of the Patient.

7.2. The Medical organization and its employees rendering Medical Services under this Agreement (Physicians) shall be liable in accordance with the legislation of the Russian Federation for violation of rights in the field of health protection, causing harm to life and/or health while rendering Services to the Patient.

7.3. Neither of the Parties shall be liable for full or partial failure of the other Party to fulfill its obligations, if the failure is a result of force majeure circumstances, such as fire, flood, earthquake, strikes and other natural disasters, war and hostilities or other circumstances beyond the control of the Parties preventing the fulfillment of this Agreement, arising after the conclusion of the Agreement, as well as on other grounds provided for by law. If any of such circumstances directly affected the failure to fulfill the obligation within the period specified in the Agreement, then this period is proportionately extended for the duration of the relevant circumstance. The Party for which it has become impossible to fulfill its obligations under the Agreement is obliged, no later than 3 (three) days from the moment of their occurrence and termination, to notify the other Party in writing of the occurrence, expected duration and termination of the above circumstances.

7.4. The Party that believes that its rights under this Agreement have been violated has the right to contact the other Party with claims expressed in writing. The Party that received the claim is obliged to respond to it within 30 calendar days (unless another period is provided by law for this type of claim) from the date of its receipt. If no response is received, the Party that sent the claim has the right to go to court to protect its rights.

8. OTHER TERMS AND CONDITIONS

8.1. This Agreement is a public agreement, its form is located on the Website and in the Mobile app for review by an unlimited number of persons.

8.2. This Agreement is entered into in the manner described in the "General terms" section of the Offer for its conclusion. This Agreement shall come into force from the moment the Offer is accepted by the Customer and is valid: a) until the Parties fulfill their obligations under the Agreement, or b) until the Agreement is terminated.

8.3. If any of the terms of the Agreement are invalid for any reason, such invalidity does not affect the validity of the remaining terms of the Agreement, which remain in force.

8.4. All supplementary agreements of the Parties, acts and other annexes to this Agreement are an integral part hereof.

8.5. The payment agent for receiving funds from abroad in favor of a Medical organization is Napopravku International LLC, Legal address: Armenia, 0054, Yerevan, Pirumyannera str. 4/3, office 12, Reg. company number 271.110.1370835, TIN 08273902.

9. ADDRESS AND DETAILS OF THE MEDICAL ORGANIZATION

"Clinic "NaPopravku" Limited Liability Company

OGRN (Primary State Registration Number) 1207800017732 INN (Taxpayer Identification Number) 7813642889 KPP (Tax Registration Reason Code) 781301001

Legal address: 59 Bogatyrsky Ave., bldg. 3A, premises 8H, office 101, intracity territory of a federal city, municipal district No. 65, Saint Petersburg, 197082

Current account: 40702810603000059663

Bank: BRANCH "SEVERNAYA STOLITSA" OF AO RAIFFEISENBANK

BIC: 044030723

Correspondent account: 30101810100000000723

tel.: +7 (812) 384-74-17

e-mail: Info@napopravku.ru

Director General M.L. Strelina

TERMS FOR THE PROVISION OF PAID MEDICAL AND OTHER SUBSCRIPTION SERVICES

1. General terms

- 1.1. Subscription - Mode of providing the Patient, under the terms of the Agreement, with the opportunity, for a fee, to receive a certain number of Services in relation to Medical and other services for a limited period of time. Types of Subscriptions correspond to the Medical Organization's Programs posted on the Website and in the Mobile App, which are an integral part hereof.
- 1.2. If the Customer (Patient) acquires the right to request the Medical Organization to provide the Services under the Subscription, the service shall be deemed to have been provided irrespective of whether the Customer (Patient) has requested such Services or not upon expiry of the specified period.
- 1.3. The Subscription is connected and displayed in the Patient's Personal area after full payment of the Subscription. The payment date shall be deemed to be the Subscription commencement date.
- 1.4. Full and unconditional acceptance of these Terms for the provision of paid medical and other services under the Subscription (hereinafter referred to as the "Subscription Terms"), the Offer, the Medical Organization's Programs is the full payment by the Customer (Patient) of the Services under the Subscription.
- 1.5. The Parties are the Medical organization and the Customer (Patient).
- 1.6. The Medical Organization's mode of providing medical and other services is 24/7, and after 7 (seven) requests for Services during any 30-day Subscription period, the waiting time for the Physician's response may be increased at the discretion of the Medical Organization.

2. Auto renewal

- 2.1. By default, the automatic renewal of the Subscription for a new similar period occurs at the end of its validity period by debiting the Customer's (Patient's) funds 2 (two) calendar days before the end of the Subscription. If the Customer's (Patient's) account has insufficient funds for payment, an automatic request is made to the payment service YooKassa (YooMoney Non-Banking Credit Organization Limited Liability Company, located at 82 Sadovnicheskaya Street, building 2, Moscow, license by the Bank of Russia No. 3510-K) once a day for 32 calendar days.
 - If no payment for the Subscription is made, no renewal of the Subscription will be assigned.
 - If the Subscription payment is successful, the Subscription will be renewed from the date of actual debit.

3. Disabling the Subscription

- 3.1. The Subscription shall be disabled in the Customer's (Patient's) Personal area in the "Subscription Management" section. A request to disable the Subscription can be generated by the Customer (Patient) at any time, and the Subscription shall be disconnected and the automatic debit shall cease upon completion of the paid Subscription period.
- 3.2. After disabling, the Subscription continues to be valid until the end of the Subscription period, without automatic renewal and debiting from the Customer's (Patient's) bank card.
- 3.3. Funds for the Subscription paid by the Customer (Patient) are non-refundable and taken into account as a subscription payment. The Subscription is valid until the end of the paid period.

4. Refund (cancel automatic renewal)

- 4.1. If you forget to cancel your Subscription before it automatically renews for a new term, after your Subscription auto-renews, you have three (3) calendar days to change your mind and receive a full refund. Refunds are only possible if you do not use any of the Services under your purchased Subscription for the new term.
- 4.2. A request for a refund should be sent to the Consultant by clicking on the "Start Chat" button → "Help with Subscription" or "Profile" section → "Feedback" within 3 (three) calendar days after auto-renewal. No refunds will be made after 3 (three) calendar days.
- 4.3. The refund shall be made to the same payment details of the Patient from which the original payment for the Subscription was made, within 10 calendar days from the request date.

4.4. The Medical organization may, but is not obligated to, provide warnings about the upcoming expiration of the Subscription period using any means of communication (email, telephone, sms, e-mail, etc.).

5. Refund (Customer / Patient is dissatisfied with the quality of the Service in the Subscription mode or the Customer / Patient did not like the Telemed platform)

5.1. If you are dissatisfied with the quality of the Service provided in the Subscription mode or you do not like the “NaPopravku” Telemed platform, you can request a full refund **if all the following conditions are met:**

- Refunds are only available for the first time purchased Subscription;
- You were provided only 1 (one) Medical service (consultation);
- The refund request is sent no later than 14 calendar days from the date of the Subscription purchase (including the purchase day).

5.2. You should send a request for a refund, indicating what exactly you did not like, to the Consultant by clicking on the "Start chat" button → "Help with Subscription" or "Profile" section → "Feedback". It is necessary to specify the reason for the Medical organization to improve the quality of Services.

5.3. The refund shall be made to the same payment details of the Customer (Patient) from which the original payment for the Subscription was made, within 10 calendar days from the request date.

5.4. Refunds in accordance with Chapter 5 of these Subscription Terms are the right of the Medical Organization, and its provision may be terminated at any time at the discretion of the Medical Organization by amending these Subscription Terms.

6. Final provisions

6.1. These Subscription Terms form an integral part of the Offer.

6.2. These Subscription Terms are entered into in the manner described in the "General terms" section of the Offer.

6.3. The terms of these Subscription Terms apply to the legal relations of the Parties in case the Customer (Patient) signs up for a Subscription.

6.4. The Parties shall be governed by the terms of the Agreement in all other respects not covered by the terms of these Subscription Terms.

6.5. If any of the terms of these Subscription Terms are invalid for any reason, such invalidity does not affect the validity of the remaining terms of the Agreement, which remain in force.

Informed voluntary consent to medical intervention

I, a legally capable person who has reached the age of eighteen, hereby give informed voluntary consent to the following type of medical intervention, included in the List of Medical Interventions to which citizens give informed voluntary consent when choosing a physician and medical organization to receive primary health care, for receipt by me and/or the person whom I legally represent (the Patient) of primary health care in accordance with the terms of this Agreement in the Medical Organization **“Clinic “NaPopravku” Limited Liability Company**:

1	Interview, including identification of complaints, history taking
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The medical worker explained to me in a form understandable to me the following:

Goals of health care:	Medical consultations using telemedicine technologies are carried out for the following purposes: 1) prevention, collection, analysis of my complaints and medical history data, evaluation of the effectiveness of treatment and diagnostic measures, medical monitoring of my health condition; 2) decision on the need for a face-to-face appointment (examination, consultation).
Methods of providing health care:	Medical consultations using telemedicine technologies online in the Service via chat, without making a diagnosis or prescribing treatment.
Associated risks:	Medical consultations using telemedicine technologies do not replace a face-to-face appointment (examination, consultation) and are recommended. The purpose of the consultation is not to make a diagnosis and/or prescribe treatment. Refusal of a face-to-face appointment (examination, consultation), non-compliance with the recommendations of medical workers and uncontrolled self-medication can adversely affect your health. The Patient (Customer) shall be provided with Medical Services on all issues, except for issues on which the Physician cannot form his/her professional opinion due to the impossibility to perform examination and other examinations and manipulations regarding the Patient/Customer remotely, as well as issues for answering which additional information (results of examinations by other specialists, results of laboratory and instrumental examination) is required.
Options for medical interventions:	Interview, including identification of complaints, history taking.
Expected results of health care:	Provision of a Medical report with general recommendations on prevention and a possible face-to-face appointment (examination, consultation); correction of previously prescribed treatment, provided that the diagnosis is made and treatment is prescribed at a face-to-face appointment (examination, consultation).

It was explained to me that I have the right to refuse medical intervention or to demand its termination, except in cases provided for in part 9 of Article 20 of Federal Law No. 323-FZ “On the Fundamental Issues of Protection of Public Health in the Russian Federation” dated November 21, 2011.

This consent is provided by me to “Clinic “NaPopravku” LLC on the terms of the Offer on conclusion of a mixed agreement with elements of an agreement for the provision of paid medical and other services and a license agreement for the provision of right to use a computer program, by placing marks (including ticking) and/or pressing the "Pay" button in the "NaPopravku" Mobile app using a simple electronic signature, and is equivalent to a paper document signed with a handwritten signature.

Terms and procedure for the provision of medical and other services

1. The Services are provided using the Customer/Patient's mobile device, on which the Customer/Patient must first install the "NaPopravka" mobile app from the app store with the app available for download and pass the registration procedure by filling out the appropriate fields. The mobile app is developed for IOS and Android operating systems.

The Medical organization shall not be liable for the inability of the Patient to receive the Services due to technical reasons on the part of the Patient.

2. After registration in the "NaPopravku" mobile app, it becomes possible to purchase Services in the "Chat with a Physician" section within the Medical Organization's Programs placed on the Website and in the Mobile App, implemented under the terms and in the order of rendering paid medical and other services in the "Subscription" mode according to Appendix No. 1 hereto.

Before paying for the Services, the Patient must accept the terms of the Offer and the Privacy Policy, give consent to the processing of personal data and Informed Voluntary Consent to medical intervention.

3. The Medical Organization's mode of providing medical and other services is 24/7, and after 7 (seven) requests for Services during any 30-day Subscription period, the waiting time for the Physician's response may be increased at the discretion of the Medical Organization.

4. Upon an assignment of a Physician, in the chat, the waiting time for his/her response is written in the chat, which depends on:

- of the Physician's specialty,
- physicians' work schedule,
- nature of the request,
- number of Patient's consultations during the current 30-day Subscription period, and
- the Service's workload with requests from other patients.

Depending on these factors, the time to connect the Physician can vary from a few minutes to several days. In individual cases, the waiting time for the Physician's response may be up to seven (7) days.

If the Medical Organization, when providing a medical service (consultation), establishes a discrepancy with the information previously provided by the Patient (selected reason for request; entered symptoms and answers to questions before the start of the consultation (chat)), the Medical Organization reserves the right to complete the consultation and/or send the Patient at the stage of the Physician's re-assignment, taking into account the conditions of part 1 of this clause.

5. The consultation is paid. The cost of providing consultation and the procedure for its payment are defined in Section 4 of the Agreement.

6. In the Services under the Subscription mode, it is possible to add up to 5 family members as Patients with a restriction on access to the Service from no more than 1 (one) Patient's device.

7. It is impossible to conduct multiple consultations at the same time.

8. Consultations regarding family members are provided to the Customer/Patient.

9. In the Services under the Subscription mode, if a Patient needs to receive medical consultation/consultation, he/she should click the "Start Chat" button, select the topic of his/her request, fill in the patient questionnaire (or select a previously filled in questionnaire), take a survey on symptoms (if provided by the selected topic) and wait for the automatic assignment of a Physician from among the available Physicians at the time of the Patient's request.

10. Medical consultations/consultations shall be conducted in asynchronous chat mode and if after its commencement the Patient does not respond to the Physician/Consultant's questions for 60 minutes or more, the medical consultation/consultation may be automatically terminated and shall be deemed to be a properly rendered Medical or Other service.

11. During the Medical Consultation, the Patient can provide the Physician with his/her medical documents (test results, medical reports, certificates, etc.) by uploading them to the chat room by clicking on the "Paperclip" button in the consultation interface. The format of the documents shall comply with the following technical requirements:

The size of each document is no more than 300 MB;
Format - pdf, doc, docx, docx, jpeg, png, mp4, mov, heic.
There is no limit to the number of documents available for upload.

12. The Patient agrees to treat the Physician/Consultant with respect during the provision of Services and to abide by the following rules:

12.1. When conducting a medical consultation/consultation, the following is prohibited:

- spam and advertising;
- subjective assessments about the content of the Service or the actions of the Physician/Consultant;
- messages with offensive content, as well as messages with obscene words (both explicit and veiled);
- rough, offensive, caustic, provocative statements and remarks addressed to the Physician;
- racial, national, religious or other discrimination, nationalist, racial slogans and statements;
- messages which promote violence and weapons;
- erotic materials, including photos of genitalia, which are not directly related to the subject of medical consultation/consultation;
- flood, i.e. any messages and comments that are not directly related to the topic of the medical consultation/consultation;
- discussion of the Service cost and the feasibility of its purchase;
- abuse of requests to different physicians on the same issue.
A second opinion is normal practice, a third, fourth or fifth will not add value. Our physicians adhere to a unified approach; unfounded repeated requests can be interpreted as flood;
- abuse of requests to Physicians on the same issue, without following the recommendations reflected in previous consultations and medical report. This will not provide an opportunity to evaluate effectiveness and will not provide grounds for changing tactics;
- usage of the Subscription for commercial/other purposes (for example, consultations not for family members, but for third parties, regardless of the availability of remuneration from them).

12.2. If the Patient violates the rules of conduct during the provision of Services, after the Physician/Consultant's warning about the need for correct behavior, the consultation is closed.

12.3. In case of violations of the rules of conduct during the provision of Services, the Medical Organization has the right:

1. To block the Patient's Personal area and access to the Service for a period at its own discretion; and/or
2. To refuse to fulfill obligations under the Agreement with the return of funds previously paid by the Patient for the purchase of Services in the Subscription mode (the current Subscription at the time of cancellation of the Agreement) under the following terms:
 - Refund of the cost of the current Subscription minus the periods (multiples of the month) in which the Patient applied for the Services.
For example: 1) If the Subscription was for 1 month and the Patient used the Services within this period at least once, the refund is 0 rubles.
2) If the Subscription was for 1 year (12 months), and the Service, after which the Medical Organization exercised its right to cancel the Agreement, was rendered in the third month of the Subscription, the amount to be refunded shall be equal to: the *cost of the Subscription* divided by the *total number of months of the Subscription* and multiplied by the *number of months of actual use of the Subscription* (including the month when the Service was rendered to the Patient with the Patient violating the rules of conduct during the provision of the Services).

13. Following the medical consultation, the Physician prepares a Medical Report and sends it to the Patient via the Service. The Medical report will be available no later than 12 hours after the consultation in the Patient's Personal area.

14. The Services shall be deemed to have been properly rendered and accepted by the Patient, if within 7 (seven) calendar days from the date of their rendering the Patient does not make any claims to the quality of the Services.

15. The provisions of Law of the Russian Federation No. 2300-1 "On Protection of Consumer Rights" dated February 7, 1992 shall apply to the relations related to the execution of this Agreement.

16. Materials received after the remote interaction between Physicians/Consultants and Patients, as well as audio and video recordings of consultations, text messages, images and other messages in electronic form (hereinafter, the related materials) are subject to storage.

Documentation shall be stored for the time periods provided for storage of the relevant primary medical records.

The storage period of related materials is 1 year.

Access to documentation and materials during their storage periods is provided in accordance with the requirements of the legislation of the Russian Federation.

17. The place of storage of documentation and related documents received after the Services rendered is the "NaPopravku" Information System (Information System Operator - Medical Organization: **"Clinic "NaPopravku" Limited Liability Company**; OGRN (Primary State Registration Number) 1207800017732, INN (Taxpayer Identification Number) 7813642889; Medical License No. JI041-01148-78/00356111 issued on 02.09.2020 by the Saint Petersburg Health Committee; Location: 59 Bogatyrsky Ave., bldg. 3A, premises 8H, office 101, intracity territory of a federal city, municipal district No. 65, Saint Petersburg, 197082, tel.: +7 (812) 384-74-17; e-mail: Info@napopravku.ru).