

Providers Terms and Conditions

These Terms and conditions govern Providers' use of G-MED Services to provide medical counseling services to End Users, solely in accordance with provider's duties and obligations as a licensed provider of such services.

The obligations set forth are **in addition to**, and not in lieu of, your professional and legal obligations as a licensed, registered or certified provider of health counseling services.

Please read these Terms and Conditions carefully, and contact us if you have any questions. By using the Services you agree to comply with your professional duties as a licensed, registered or certified professional and fully accept these Terms and Conditions. If you are unable to simultaneously comply with your obligations under these Terms and Conditions as well as your professional and legal obligations, you should not use the Services. These terms and conditions apply to any use by you of the Services on this website, including without limitation all Services available at <http://www.g-med.com> (the "Site") or G-MED services accessible through other sites.

1. DEFINITIONS

"G-MED", "we", "us", or "our" mean West 78 Group Ltd. and all of its respective affiliates, successors or assignees.

"You" or "your" means the Authorized Person who is a licensed provider of medical services who establishes an account with G-MED which is accessible through the Services, the Site, or any website or partner that offers G-MED's services.

"Authorized Person" means any user who has accepted these Terms and Conditions or the End User Terms of Service and accessed or used the Services in accordance herewith.

"End User" means a Person who uses G-MED to find a provider and/or receive counseling services via G-MED, whether or not the Person has registered to G-MED's Services.

"Services" shall mean all communication services, features, products, and services available or otherwise used by you on or through the Site or a website that embeds or makes available G-MED's services.

2. THE LICENSE

Subject to these Terms and our policies, we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services. You may use the Services on the site to provide counseling services to End Users and/or other users of the Services all in order to facilitate the platform and maintain the Service provided by G-MED.

3. ELIGIBILITY

You represent and warrant that you have the legal authority to agree to these Terms and Conditions and the information you submit is, and will be maintained, accurate and truthful.

You represent and warrant that you are (and will be at any time of your use of the Services) licensed, registered and certified, to practice medicine, to render medical advice and to be considered a health care provider and a physician, as applicable, and shall meet all other legal requirements, without violation of any applicable law or regulation, to

provide such counseling services to End Users in the States in which you provide those services. You will immediately cease to provide counseling services, at any time that you are no longer licensed, registered or certified, as applicable, or otherwise permitted in a State to provide counseling services to End Users' clients. You shall notify G-MED of such restriction or cessation.

As a prerequisite to use the Service, you represent and warrant that you hold, and at all times will hold, the appropriate professional insurance, including but not limited to medical professional liability insurance, that covers all costs, expenses, medical, legal or otherwise, and the payment of claims for all amounts You and/or G-Med may be legally obligated to pay as a result of any damage to any third party, arising out of, or in connection with, the services rendered by you to all users, End Users, and third parties, as a part of or during the services rendered by You by the means provided to You by G-MED.

You represent and warrant that you are contracted, credentialed and in good standing with those End Users listed in your Profile to provide counseling services to End Users. At any time that you terminate your contract with an End User, or are otherwise restricted from providing counseling services to an End User's clients, you shall immediately cease providing counseling services to such End User's Clients using the Services and shall notify G-MED of such restriction or cessation.

Your profile may be removed and your participation may be terminated without warning if G-MED believes that you are in breach of any of the foregoing representations and warranties.

4. PROVIDERS RESPONSIBILITIES AND LIABILITIES

Provider will be solely responsible for providing all equipments and supplies for the effective provision of counseling services. Specifically, but without limitation, Provider shall provide and maintain all services hereunder using the minimum technology standards set forth in Technical Requirements, as such standards may be modified from time-to-time and communicated to Provider by G-MED by email or secure messaging. Provider will complete such training regarding the Services, and complete an online profile ("Profile") describing himself in such form and having such content as G-MED may determine and communicate to you from time-to-time by email or secure messaging. You hereby consent to G-MED posting your Profile and a picture of yourself on the Site. You agree to maintain availability to treat End Users' Clients hereunder in the same manner and to the same degree that you maintain availability to treat all other Clients. You agree to notify G-MED if you cease accepting new End Users. You will personally provide the counseling services provided using the Services and Site hereunder. You acknowledge that it is your obligation to ensure a proper transition of care for any End Users for whom you will no longer provide counseling services. The counseling services shall be provided in accordance with all applicable federal, state and local laws and regulations. You represent and warrant that you will maintain the confidentiality of End User Personal Information. In order to provide the Services, G-MED shall disclose and publish Provider's information (including, address, contact information, photograph, and general practice information, etc.) on the Site and share this information with any health provider. It is Provider's sole responsibility to ensure that his information is current and accurate. Provider will promptly update and notify G-MED of any change in this

information. Provider is solely responsible for any liability or expense resulting from outdated or inaccurate information.

5. CONFIDENTIALITY OF ACCESS INFORMATION

During the executing of the services (which is being handled via webcam), Provider may be giving access to information, material and rights owned by G-MED and/or third parties (collectively, called "Proprietary Information"). Provider warrants to hold confidentially such information and to use such information only for purpose of providing counseling services under these Terms and Conditions. Provider's access information is personal and not-transferrable. Provider warrants saving his access information (username and password) confidentially and to prevent unauthorized access or use of the services, and will be solely responsible for any disclosure of his access information or use thereof by any unauthorized third party. Provider shall notify G-MED immediately, in case he is aware or believe his access information is hacked and/or has been disclosed to unauthorized party. G-MED reserves its right to block Provider's access to the Services for security maintenance, as in case G-MED reasonably believes Provider is in breach of these Terms and Conditions or there is an unauthorized use of the access information and/or services. G-MED will be held harmless in the event information stored in the G-MED system is accidentally or maliciously obtained by a third party. While G-MED takes measures to protect the information stored in G-MED's servers, G-MED will be held harmless for any loss of data or information stored in the system. Provider also agrees to indemnify and hold harmless G-MED for any damages you incur by using G-MED.

6. HIPAA AND STATE PRIVACY LAWS

As a Treatment Provider, Provider could be a Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and Provider may also be subject to similar state laws. Accordingly, information you collect could be protected under HIPAA and state privacy laws. All Covered Entities must enter into a Business Associate Agreement with G-MED. G-MED is a technology provider, not a Covered Entity, and is only responsible for complying with HIPAA and its regulations as a Business Associate. Provider understands compliance with HIPAA and state privacy laws is his responsibility. While use of G-MED's technology is designed to provide security of information as required by HIPAA, G-MED makes no warranty or representation that compliance with these Terms and Conditions or use of its products or services will be adequate or satisfactory to fully comply with HIPAA or state privacy laws.

7. TREATMENT PROVIDER OBLIGATIONS WITH RESPECT TO END USER'S INFORMATION

An End User may disclose medical history and other personal information ("End User's Personal Information") on the Site and authorize you to have access to such information in advance of an appointment. You acknowledge, agree, release and indemnify G-MED from all claims and liability arising out of your failure to have the End User confirm the End User Personal Information or arising out of any omissions or errors in any End User Personal Information provided through the Services. You have no rights in the End User Personal Information maintained by G-MED other than as is expressly provided

hereunder. You covenant that all use of End User Personal Information will not conflict with the Privacy Policy or your professional and legal duties and obligations.

8. CHANGES AND INTERRUPTIONS IN SERVICE

G-MED may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Site, the Services' features, the user interface and design, the extent and availability of the Services and any other aspect related to the Service. You will have no claim, complaint or demand against G-MED for applying such changes or for failures incidental to such changes. Your use of the Services after we make any changes will constitute your agreement to such changes and the then current version of these Terms and Conditions as posted on the Site. We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

9. LIMITATION OF LIABILITY AND WARRANTY

It is hereby clarified that G-MED is not a health provider, licensed or otherwise. G-MED is not engaged in rendering any kind of physical or mental medical services or any other professional services that may constitute a medical advice or consult. The Provider hereby acknowledges that the Services provided by G-MED are merely a platform, web-based or otherwise, and will not be considered as a medical advice. The Provider will be solely responsible for the nature of the services or information, medical or otherwise, rendered by him by means provided to him by G-MED and the ramifications thereof.

G-MED cannot and will not assume any responsibility for or control over the care of any patient, which shall, at all times remain your responsibility. G-MED will not be responsible for the assignment of staff to treat End Users or any other activity that involves the practice of medicine or the provision of health care services.

You acknowledge and agree that G-MED is not responsible for the accuracy, reliability, timeliness, or completeness of Your Information, End User Personal Information, other data provided by End User, or any other data or information provided or received through the Site or the Services, the results that may be obtained from the use of the Site or the Services, the provision of your services as a result of your reliance on any End User Personal Information or other data provided by End User, through the Site or the Services, or the cancelling or rescheduling of any appointment booked through the Site or the Services by any End User.

G-MED, including its officers, directors, shareholders, employees, sub-contractors and agents will not be liable for any direct, indirect, incidental or consequential damage, or any other damage, and loss (including loss of profit and loss of data), costs, expenses and payments, either in tort, contractual, or in any other form of liability, arising from, or in

connection with the use of, or the inability to use the Service, or from any failure, error, or breakdown in the function of the Service, or from any fault, or error made by our staff or anyone acting on its behalf, or from your reliance on the content of the Service, including, without limitation, content originating from third parties, or from any communication with the Service, or with other Users on or through the Service, or from any denial or cancellation of your user account, or from retention, deletion, disclosure and any other use or loss of your content on the Service. In no event shall G-MED's liability under this agreement exceed the amount paid by you for Services in the last 30 days.

10. INDEMNIFICATION

Without derogating from any applicable law, you agree to indemnify and hold harmless G-MED and its employees, officers, directors and agents, in the event you have violated these Terms or have operated unlawfully with respect to the Service. Such indemnity shall cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by G-MED, its employees, officers, directors or agents, including but not limited to legal expenses and attorney fees. If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses under these Terms and Conditions, including arbitration fees, attorneys' fees and court costs.

11. GOVERNING LAW AND JURISDICTION

The terms and conditions contained in these Terms and Conditions shall be construed under and governed by the laws of the State of Israel and any dispute arising from these Terms and Conditions or the breach of these Terms and Conditions shall be governed by the laws of the State of Israel

12. WARRANTY DISCLAIMER

G-MED provides the Service and content included therein for use on an "AS IS" and "AS AVAILABLE" basis. The Service and content included therein cannot be customized to fulfill the needs of each and every user. G-MED disclaims all warranties and representations, either express or implied, with respect to the service, including, without limitation, any warranties of merchantability, and fitness for a particular purpose, features, quality, non-infringement, title, compatibility, performance, security or accuracy. G-MED exerts efforts to provide you with a high quality and satisfactory service. However, We do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access G-MED's computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and communication failures, originating either in G-MED or any of its providers.