

## **Terms & Conditions**

Baytna platform specializes in integrated home health care, which seeks to change the scope of the recognized idea that home health care is only for people with special needs and the elderly, with the aim of providing health care that ensures the satisfaction of the patient and his family, providing safe care in the patient's home with the presence of his family, and providing medical services that suit all members of society with their various needs with high quality standards and at home to provide an easier life for patients. The following terms and conditions and any other related policies, terms, conditions and notices (collectively, the "Terms and Conditions") Your access to and use of the Services constitutes your agreement to be bound by these Terms, and if you do not agree to these Terms, you are not entitled to receive and use these Services.

### **1. When these Terms and Conditions contain the following terms:**

**"Platform"** is an online platform that enables the user to access via search engines.

**"Baytna"** is a platform that offers various home medical services to patients.

**"User"** Any person who uses and subscribes to the platform to access the services provided.

**"Patient"** Anyone in the platform needs medical care.

**"Healthcare service providers"** are both primary care practitioners, specialists and specialist doctors.

**"Convention"** includes a document on the terms and conditions of use of the platform.

**" account"** is the page/record of the platform user in order to be able to benefit from the services of "-----"

**"Service/Services"** is all available services provided by our home platform.

**"Force majeure"** means unusual and unforeseen circumstances beyond your control or our will and unavoidable consequences even with reasonable care.

### **2. Acceptance of conditions**

The Introduction to the above Terms and Conditions is binding and supplementary. By accessing and using this Website, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions set forth in this Agreement, as well as all applicable laws and Regulations, if you do not agree to any of these Terms please do not continue to use this Platform.

### **3. Website Content and Information**

- The company offers the site as a service to provide information about home healthcare services, content is provided on the platform including but not limited to texts, graphics, photos, logos, audio or video, for informational purposes only and is subject to change without notice.

- The information provided on the website is not intended to replace the need for professional healthcare, diagnosis or treatment provided by tele-care, and you must visit the hospital or clinic for healthcare for any advanced medical concerns or emergencies.

#### **4. Accounts**

When creating a new account in our platform, you must provide us with accurate, complete and up-to-date information at all times, Failure to do so constitutes a clear breach of the terms, and this may result in the immediate suspension of your account; You are responsible for protecting and saving the password you use to access the Service for any activities or actions carried out under the use of your password Whether your password is with our service or a third-party provider service you must notify us as soon as you are aware of any breach of security or unauthorized use of your account. In terms of choosing a username, you may not use the name of another person or entity or be legally unavailable for use, or be a name or trademark subject to any rights of another person or entity other than you without prior authorization, or be an offensive, vulgar or obscene name.

#### **5. Terms of Use**

- Your access to these Terms and Conditions constitutes your consent to be bound by them, and to any other conditions published and updated in our Platform. Please read these Terms carefully before using the Platform's Services.
- If you are not in agreement with these Terms and Conditions please do not use the Site, its services or applications.

#### **6. Create a user account**

As instructed in the platform, you have to create our user account and when you have implemented the requirements to be provided below. We will help you clarify the services you can get through the platform in terms of the appropriate times of prices, after receiving the necessary information from your party and also know all the terms of the platform and you agree to provide all relevant information to us as long as your account is effective.

#### **7. Account Creation Requirements**

When you create an account for you at our online platform, you must provide the information listed below:

1. Name.
  2. Mobile Number
  3. National identity.
  4. Sex (Male/Female)
  5. Email
  6. IBAN Bank Account
  7. Quality of service required
  8. (Scope of services provided to the user
1. The platform has more than one service available to the user as follows:
    - A. Provision of primary care service.
    - B. Provide nursing care.
    - C. Provide home-based mother and child care service.
    - D. Provide physiotherapy service.

- E. Medical advisory services.
- F. Diagnostic services and medical analysis.
- G. Home dialysis services.
- H. Public Health Department's services.
- I. Chronic disease management services.
- J. Virtual care services.

Note: The user is entitled to access and choose the appropriate service for him.

2. If the above services are increased, they will be added and updated in these Terms and Conditions and activated in the platform so that the user can benefit from them.

## **8. User Specific Terms**

- The user can search for the service he desires, and he has the right to view all the services provided and choose from them what he wants.
- When the user chooses the service, he can also choose who wishes to provide this service, including doctors or consultants.
- When the user chooses a package of service offers, he has the right to use and benefit from it within two months only, and at the end of that period, the user cannot benefit from that package and is not entitled to claim a refund for any amounts paid for the chosen offer package.
- Any misuse by the user outside the scope and scope of benefiting from the services or impersonating another person will result in the suspension of his account directly.

## **9. User Obligations:**

- The user is obligated to provide the platform with the information and data required correctly to enter as a beneficiary and update it periodically.
- The user is committed to the dates specified in the appointment schedule for the user requesting the service. If the user wishes to change the mechanism and timings of the services, he notifies the service provider in writing or by communicating with the customer service center or through the channels of communication with the beneficiary approved in the center, and any change will not be taken into account without issuance. A written agreement with the agreed upon changes is agreed upon in writing.
- The user is obligated to submit all medical reports and the treatment plan to implement the service details.
- The user is committed to being at home during home visit hours and providing a suitable place for the health staff to carry out their tasks to the fullest extent.
- The user and their family members are obligated not to assign the health staff with any tasks or responsibilities outside the scope of the services specified in this agreement, including but not limited to preparing food, washing clothes, cleaning the house, purchasing medicines or medical equipment.

## **10. User warranties and representations**

The User acknowledges and warrants the following:

- Review and comply with any notices sent through the platform regarding your use of the services provided by the “Baytna” platform.
- You will not attempt to harm the Service or the Platform in any way.
- I understand that I have the right to inspect and record all information obtained while receiving teletherapy in accordance with laws protecting the right of the beneficiary and the confidentiality and sharing of information, and that I may obtain a copy of this information for a fee.
- I understand that the telemedicine system may involve transmitting my personal medical information electronically to other medical practitioners inside or outside the Kingdom of Saudi Arabia and that the telemedicine system includes the use of electronic means of communication to enable health care providers in different locations to share patient medical information, In order to improve services to patients, health care providers may use patient medical information for the purposes of diagnosis, treatment, medical follow-up or education. This information may include, but is not limited to (patient medical records - medical images - live broadcast of audio and video files). Data issued by medical devices, audio and video files, and electronic systems are protected using network and software security protocols, in order to ensure the confidentiality of identification and data data. Patient photos, and a set of procedures are applied to protect the data and ensure that it is not tampered with, whether intentionally or unintentionally.
- I realize that there are many benefits to be expected from using teletherapy and I also realize that results cannot be guaranteed or confirmed.
- The user, the patient, their family members, and those present at home, when providing services, undertake to treat the health staff on the basis of trust and respect, and not to verbally or physically assault any of the health staff members. If it is proven otherwise, the care provider has the right to cancel the agreement and be entitled to the full service fees. You will be subject to legal accountability, and the offender may be punished with imprisonment for ten years and a fine of one million Saudi riyals.
- The user acknowledges and agrees that in the event of an emergency - God forbid - the health staff has the right to contact the Saudi Red Crescent Authority or any other medical person cooperating with the center after providing the necessary first aid.
- The user acknowledges that the scope of the care provider is limited to providing services to the patient in his home, and in the event that the patient is admitted to the hospital and is admitted for health reasons, the user is obligated to notify the service provider in writing of this so that a settlement can be made between the amounts paid in advance by the user with any pending fees that have not yet been paid or dues. Other: In the event that the amounts due exceed the amounts paid, the user undertakes to pay any amounts due within 10 days from the date of issuing and receiving the settlement. In the event that the amounts paid exceed the amounts due, the care provider will return 15% of the amount within 10 working days from the date of the settlement.
- When submitting a care request on behalf of others, the user acknowledges that he is a relative of the beneficiary up to the third degree, and that once he signs this agreement, he will be a guarantor who will pay his own money for the fees due to the care provider under this agreement. The user guarantees the accuracy of all medical reports, prescriptions, and documents, and acknowledges that the information provided It contains correct and accurate information provided in good faith. If it is proven - God forbid - that important or ineffective information has been concealed or some of it is incorrect, the

care provider has the right to terminate the agreement while being entitled to the full service fees and is not responsible for any damages or consequences that may result from that.

- I have read and understood the information in this document regarding the telemedicine system, discussed it with my doctor (or nurse), and all my questions have been answered satisfactorily. I agree to use the telemedicine system while receiving the medical care services provided to me, and also to allow Baytna Healthcare Company doctors to use the telemedicine system while providing my diagnostic and treatment services.

## **11. Potential Risks and Disclaimers**

- KFH disclaims legal responsibility for any errors that are not due to it such as networks, breaches of security systems, loss or damage to files or data, as well as the cases mentioned below.
- There are potential risks to using the service, which may be involved in any other medical procedure, the information transmitted may not be sufficient to allow the doctor and consultant to make the appropriate medical decision, as may happen in the case of poor quality medical images.
- In extremely rare cases, security protocols may be disrupted, causing a violation of the privacy of personal medical information.
- In rare cases, difficulty in accessing the patient's medical history and associated medications may lead to errors during the prescription of treatment, which may cause adverse drug interactions or allergic reactions.

## **12. Payment:**

- The user is obligated to subscribe and pay in the payment methods provided by the platform.
- The user is obligated to pay the value of the special fees agreed upon with the caregiver through any of the payment methods available from the caregiver in emergency situations that require the health staff to increase the working hours beyond the agreed hours, the user acknowledges the right of the caregiver to issue an invoice for the amount of overtime, and the user undertakes to pay the amounts within a maximum of 3 working days from the date of the invoice.
- Payments may be made within the platform by paying at the same time." Pay Now "
- Payments may be made by cash upon arrival and completion of the service.cash"
- The platform has the right to suspend or stop your purchase process in the event that it notices a suspicion of manipulation or fraud related to the payment process.

## **13. Cancellation**

- The user is committed to the agreed dates and duration and that the cancellation is not done to avoid being subject to the cancellation fees imposed by the platform to reduce cancellation problems.
- Cancellation fees may be imposed on you from the platform if you cancel after approval and start the service, and the purpose of these fees is to compensate the service provider for time and effort for his time spent in reaching your site or losing time and booking the place of another user who wanted to use this service, which is in the following cases:

- 1- Cancellation after a long period of time has been interrupted within two weeks.
- 2- Canceling without any reason and more than once exposes him to cancellation fees with a larger amount.
  - To verify that cancellation fees are charged, follow these steps:
    - 1- Cancellation through the platform.
    - 2- Or/ Contact customer service.
    - 3- If no cancellation fee is charged, the cancellation value will appear (0).
      - The customer is not entitled to request the postponement of the visit until at least 24 hours before its date, and in the event that the caregiver's employees attend the patient's home and he is not present at his home, another visit is not compensated and the visit is considered to have taken place and its full fees are calculated.

#### **14. Limitation of Liability**

- The Company makes efforts to ensure the accuracy and reliability of the information provided on the Platform, however we cannot guarantee that the content is error-free, uninterrupted or complete.
- Use the Site at your own risk and the Company, its affiliates, affiliates and suppliers shall not be liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access or use of the Site, including but not limited to loss of data, use or other intangible losses, resulting from: (1) your access, use, inability to access or use the Service, (2) any conduct or content of any third party available on the Service, (3) any content obtained from the Service, (4) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether advised to us of the possibility of occurrence Such damage even if the solution provided for in this Agreement is found to have failed to achieve its essential purpose.

#### **15. Suspension of Service**

- We have the right to terminate or suspend your account immediately, without prior notice or liability, for any reason, including but not limited to, breach of the stipulated terms. Upon cessation of the Service, your right to use the Service will cease immediately.
- If you wish to deactivate your account, you can simply stop using the Service.

#### **16. Additional Restrictions**

1. We may from time to time choose to add or cancel your subscription features to the Site at our absolute discretion and delete the existing content provided by you if you do not comply with the following:
  - Non-compliance with the aforementioned (user warranties and representations) of these terms and conditions.

- Upon termination or suspension of the account, your user account history will be terminated without incurring any liability to you.

2. In the event of the death of the user, the responsibility for returning the amount of service or work is the service provider and is given to the user's heirs, and the platform does not have any responsibility towards the work or the customer.

3. In the event of the death of the patient and he was the same user - God forbid - the caregiver makes a settlement between the amounts paid and the remaining amounts owed by the deceased user - for which the service has been provided only, and in the event that the amounts due exceed the amounts paid, the customer's heirs must pay any amounts due within 15 days from the date of issuing the settlement and receiving it from the customer's heirs, and in the event that the amounts paid exceed the amounts due, the caregiver will return 15% of the amount Within 15 working days from the settlement date.

## **17. Privacy Policy**

Please review the Privacy Policy [provide a link to the Privacy Policy] to understand our practices regarding the collection, use and disclosure of personal information on the Site.

## **18. Changes to the Privacy Policy**

- Although most of the changes are likely to be minor, KFH may change its privacy policy from time to time, at the Company's discretion and management.
- Baytna encourages visitors to check this page frequently for any changes to the company's privacy policy. Your continued use of this platform following any change to this Privacy Policy will automatically signify your acceptance of such change.

## **19. Intellectual Property Rights**

- All content, trademarks, logos and intellectual property displayed on the site are the property of the company or their owners and may not be used for any purpose whatsoever without the prior written consent of the company.
- You may not copy, reproduce, distribute, modify or create derivative works from any materials from the Site without the prior written consent of the Company or the respective rights holder.
- This service, its original content, features and functions are essentially and will remain the exclusive property of Baytna and its licensors and the service is protected by copyright, trademarks and other laws in force in both the Kingdom of Saudi Arabia and foreign countries.

## **20. Confidentiality**

- Confidentiality includes all information called "confidential information" and means private, confidential, non-public, proprietary or proprietary materials and information that may be disclosed to you, whether directly or indirectly, or that has been obtained orally, in writing, graphically, in electronic form or other formats under agreement on the User Terms or as a result thereof, and also includes all services that we provide and determine how we collect, use and disclose information Regarding users of the platform.

- You have the right to receive information related to us or the services available throughout the period of using the platform that are not publicly visible, and therefore you must comply with the following:
  1. Take all necessary and reasonable measures to protect and maintain the confidentiality of all confidential information and use it only to the extent necessary to share the services.
  2. The obligation not to disclose, disclose, use, make available or copy any confidential information to another person or third parties without obtaining our prior written consent to do so.

## **21. Governing Law and Disputes**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. Including but not limited to any warranties, representations and undertakings, in the event of any dispute, controversy or claim under these Terms, or in connection with these Terms, including in any way relating to the use of any of the Services provided or distributed by us, including in connection with the misprovision of the Service or in connection with the existence, validity, interpretation, performance, breach, termination and// or any dispute relating to any of the non-contractual obligations arising out of or in connection with these Terms shall be referred to the competent courts of the Kingdom of Saudi Arabia in Riyadh which shall be the exclusive jurisdiction of the settlement in Riyadh of such dispute.

## **22. Force Majeure and Risk of Loss**

We shall have no liability in the event of delay or failure to perform any of the obligations mentioned under these terms and conditions contained in the Platform herein in the event of force majeure, events or other matters beyond our reasonable control.

## **23. Malfunction and virus protection**

We make every effort to examine and test the contents of this platform at every stage, and we advise you to always run an anti-virus program on all materials downloaded from the Internet, and we are not responsible for any loss, interruption or damage to your data or computer, which may occur while connecting to this platform, or when using any material received from it.

We always strive to update our antivirus programs, but we do not guarantee that the platform, its servers, downloadable files, or emails we send are free of viruses or other harmful components, we do everything necessary for this platform to work permanently and without malfunctions, and in the event of a defect or malfunction in the platform, we will take all necessary measures to fix it immediately.

## **24. Amendments**

- The Company reserves the right to update, amend or cancel these Terms and Conditions at any time without prior notice. Any changes that will be effective when posted on the Site are your responsibility to review these Terms and Conditions periodically for any updates and your continued use of this platform after posting any changes is deemed to be an implied acceptance of such changes.
- Notice will be given at least 30 days before any new terms take effect.

## **25. General Provisions**

1. The introduction to this document and all the materials stipulated are an integral part of the terms and conditions of the platform.
2. If these terms and conditions are translated into any other language for any reason, the Arabic language shall be the basis and reference for the interpretation of these terms and conditions.

## **26. Our Contact Details**

In the event of desire, or need to communicate, submit a complaint, or inquire about a specific service available on the platform, communication is made through the following means of communication:

- By e-mail at the address ((.
- Through the "Support" page on the electronic platform.

Last Updated: [19/12/2023 AD]