

Binamanu Assefa and Biniam Ergete Law Firms

Ethio-Virtual Medical Service

Terms and conditions

Disclaimer

PREPARED By BIRHANU ASSEFA AND BINIAM ERGETIE LAW OFFICE

GROUPS

LICENSED LEGAL ADVISERS AND ATTORNEY AT-LAW-AT ANY

FEDERAL COURTS OF ETHIOPIA

Date February /2021

Ethio-Virtual Medicine Medical Service

Contract for the provision of Medical Services on Virtual Basis

Contracting Parties

This contract is made and entered into by and between Ethio-Virtual Medicine(EVM) hereinafter referred to as “Center” Address: Addis Ababa, Bole Subcity,, and house On one hand.

..... (now hereinafter referred to as the “client” on the other hand)

Terms and conditions

Any booking, whether confirmed verbally, electronically or in writing, will be subject to a legally binding agreement carrying the following terms and conditions:

Article 1

1. General terms and conditions

- 1.1. Any variation to these terms and conditions must be agreed in writing by the contracting parties.
- 1.2. The link to these terms and conditions is highlighted in each booking form we send. The acceptance of an engagement means acceptance and full agreement to these terms and conditions. Failure to read these term and conditions does not relieve the center or the client of their obligations under the agreement.
- 1.3. Nothing in these terms and conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the agent may be entitled, by virtue of any statute, law or regulation.
- 1.4. Nothing in these terms and conditions shall be construed as constituting a partnership or joint venture between the parties.
- 1.5. The center is acting in the capacity of medical service by using e- hospital, a digital platform where all essential medical services are consolidated under one roof.

Article 2

Objective of the contract

The objective of the contract is to enable the Ethio-Virtual Medicine herein after called the 'center' provides an e-hospital by using a digital platform where medical examination, diagnosis and treatments for anyone who joins and see the center in any electronically means virtually.

Article 3

Scope and nature of medical services

The center will gives an e-hospital medical examination, diagnoses and treatments by using a digital platform to anyone who joins and see the center in any electronically means virtually as far as anyone pays the required fees put by the center for each service it renders at daily bases which is part and parcel of the contract.

Article 4

Price value

1. The price of examination and diagnoses is determined by the center at daily base.
2. The price is affordable and it is determined by solely by the center not by the clients.
3. No service delivered with credit basis unless the clients or any agent in favor of him/her entered into a special contract in another manner which gives a right to have such power.

Article 5

Payment of service charges

1. The center shall deliver sales invoice forthwith to the client at the delivery of the services.
2. The client shall pay the price in cash base all the time forthwith getting the service from the center.
3. For clients or agents who have special contract in payment modality other than cash, all late payments shall be accompanied by a penalty at the rate of 0.01 % of unpaid service charge for every day.

Article 6

Obligation of the ethio virtual medicine

The center shall have the following obligations:

1. Provide an e-hospital by using a digital platform necessary medical check-up, medical examination, diagnoses and treatments for the clients.
2. Report the medical result to the client digitally.
3. Shall comply with all the Ethiopian laws, rules and regulations during the execution of its obligations stated in the agreement, and it shall be fully liable for its violation.
4. Ethio-Virtual Medicine is a platform to integrate various medical services and not responsible for any individual services that are provided.
5. Any consultancy made by user outside of Ethio-Virtual Medicine is not our responsibility
6. All the digital data is saved on cloud and optimum measures are taken to secure it, any loss of data, breach or cyber-attacks cannot be EVM's responsibility.

Article 7

Obligation of the client

The client shall have the following obligations:

1. Provide accurate and best of the knowledge symptoms to the doctors.
2. Provide any test while he/she is orderd by the physicians to the laboratories supposed by the Ethio-Virtual Medicine Doctors and respond its result to the center digitally.
3. Pay forthwith any payments to the service delivered by the center.
4. Settle promptly all invoices in accordance with art 5 hereof.

Article 8

Settlement of disputes

1. Any difference or dispute arising between the parties shall be settled amicably within 30 days of filing of a notice by one for such a settlement.
2. If the parties fail to settle their dispute amicably as per article 8.1 herein above, they shall be entitled to refer their dispute to the competent federal court.

Article 9

Correspondences

1. All correspondences shall be in writing gigitally.
2. Any notice to be given by the parties in respect of this agreement shall be in writing and shall be deemed to be served if sent by registered address set out above or such an address as may be designated by either party in writing to the other.

Article 10

Confidentiality

Subject to the requirement by law, the service provider shall not disclose to any information and any proprietary information relating to the examination or the business of the client and its affiliates, at any time during or after the term of the agreement, unless the client grants/expresses, written consent of such disclosure. However, the platform offers an option to the client to share its medical records with doctors, pharmacies or laboratories or any other specialized medical agencies. All access granted by user is at his / her sole responsibility.

Article 11

Entire agreement

This agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior agreements, representations, and warranties, expressed or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by the agreement.

Article 12

Indemnity

Each party agrees to indemnify and hold the other harmless against any and all loss, liability, damage, and cost and expenses including reasonable attorney's fees arising from or relating to any breach by it of any of its obligations under this agreement.

Article 13

Severability

If any item or provision of this agreement shall be found to be illegal or unenforceable, those notwithstanding, this agreement shall remain in full force and effect and such term for provision shall be deemed stricken.

Article 14

Waiver

Failure to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition of this agreement or the right to subsequently enforce such

term or condition in the future. No waiver, by either party, of any provision of this agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose for which the waiver is given.

Article 15

Intellectual property and brand ownership

Ethio virtual medicine owns and shall retain all title and interest in intellectual property including but not limited to logos, trademarks, inventions, information and data, services, documentation, logos artwork, processes, technology, designs, tools, ideas, methodologies, techniques, developments, know-how and anonymized data. All rights and licenses not expressly granted to the client are ethio virtual medicine's exclusive property and no implied licenses are granted. Ethio virtual medicine may use client's brands, name and logo for marketing purposes and may promote its services by identifying client's fame or identity on social media and on any website.

Article 16

Limited liability

In no event shall any party be liable for any loss of or damage to revenues, profits or goodwill or other special, incidental, indirect and consequential damages of any kind, resulting from its performance or failure to perform pursuant to the terms of this agreement or any of the attachments or exhibits hereto, or resulting from the furnishing, performance, or use or loss of any licensed products or other materials delivered to the other party, whether resulting from breach of contract or breach of warranty, even if the party has been advised of the possibility of such damages. This limitation of liability clause shall not apply with respect to damages due to a party's fraud or willful misconduct or any claim for fees owed to the center.

Article 17

Limited warranty

All services, programs and offerings made by the 'center' or ethio virtual medicine are provided "as is", and no other warranties, either expressed or implied are made with respect to the services, programs and offerings, including without limitation the implied warranties of merchantability and fitness for a particular purpose, non-infringement, quiet enjoyment, system integration and/or data accuracy. Client assumes the entire risk as to the quality and performance of the services, programs and offerings should any of them prove defective. Client assumes the entire cost of necessary servicing, repair or correction.

The center expressly disclaims all warranties not stated herein. The center does not warrant that the services, programs and offerings will meet the client's requirements or that their operation will be uninterrupted or error free. The services, programs and offerings may be subject to limitations, delays or other problems due to the internet or electronic communications or otherwise. The center is not responsible for any such limitations, delays or problems. The center is not responsible for any third-party content, applications, software, applications, systems, products, networks, services, equipment and/or content. Client assumes full responsibility for all damages, harm, losses, costs, expenses, direct, indirect, incidental, punitive and consequential damages related to any third party content, software, applications, systems, products, networks, services, equipment and/or content, third party terms and conditions including without limitation the implied warranties of merchantability and fitness for a particular purpose, non-infringement, quiet enjoyment, system integration and/or data accuracy.

Article 18 Disclaimer

Except for the express representation and warranties stated in this article 17, the center makes no additional representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever. The center expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement. Except for the express representations and warranties stated in this terms and condition, the center does not warrant that the center services are error-free or that operation of the ethio-virtual medicine services will be secure or uninterrupted.

Article 19 Termination

- (a) Either party may terminate this agreement by giving written notice to the other, if that other party breaches any term of this agreement and, (where the breach is capable of rectification) having been given 5 days' notice requiring it to rectify its breach, the other party fails to do so.
- (b) The center may terminate the agreement immediately, without any notice to the client if the client commits any act of serious misconduct, including (without limitation):
 - (ii) any act of fraud or dishonesty;
 - (iii) any act which may injure or endanger any other person;

(iv) any act which may directly or indirectly damage the reputation of the venue;
or

(v) being drunk, intoxicated or under the influence of drugs.

(c) Except where the agreement is terminated due to breach by the center, on termination the client will not be entitled to payment under the agreement and the center must refund to the client any amount paid to undelivered service.

(d) In the case of force majeure which renders the agreement impossible to fulfill, which is not attributable to any act or failure to take preventive action by the center, then the center may cancel the performance without penalty other than loss of any deposit already paid.

Article 20

Effective date

1. This contract shall come into force from the date of signing. Both parties, after reading and accepting the terms and conditions of this agreement have approved this agreement by signing or placing the seal electronically or in written hard copy at the branch office of the center herein Ethiopia.
2. Each person signing below represents and warrants that
 - (i) He or she is duly authorized and has legal capacity to execute and deliver this contract,
 - (ii) The execution and delivery of this contract and the performance of such party's obligations hereunder have been duly authorized,
 - (iii) This contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms and conditions, and
 - (iv) This contract may be delivered by either or both parties by delivery or attaching of copies of signed signature pages electronically, and will thereupon be legally effective and binding for all purposes.

