TERMS OF USE (USERS OF PNEUMACARE platform)

INTRODUCTION

All visits and use of the "**PneumaCare"** platform is governed by these Terms of Use. This document (referred to as our 'Terms of Use') gives you information about the terms upon which we agree to provide, permit and allow you access and use of the Website.

Dealings, transactions and provider engagements on the Platform shall be in strict compliance with the policies, regulations, codes of conduct and ethics as applicable to providers, professionals, and service vendors respectively.

Users are required to acquaint themselves with these policies, regulations, codes of conduct and ethics.

Changes, alterations and subsequent amendments of this Terms of Use shall be updated and available to users on the PneumaCare platform.

Users shall be solely responsible for regular checks and familiarization with such changes, alterations and amendments to the Terms of Use and shall be bound by such changes upon subsequent use of the Systems and Services. Where Users disagree with any subsequent changes, alterations and amendments of this terms of use, such Users shall indicate their refusal in writing through a notice submitted to PneumaCare Limited.

Definitions

'Affiliate'	means an entity that, directly or indirectly, controls, is under the control of, or is under the common control of PneumaCare Limited.
'Content'	means all the information provided and available on the PneumaCare platform including all text, images, audio content, videos, designs, graphics, information, logos, downloadable content, software, and any other content contained therein and all

	patents, copyrights, trademarks, service marks, intellectual property and/or other that accrue to such content.
'Data Protection Regulations'	means the Nigeria Data Protection Regulation 2019
'Platform'	means the website designed and created for facilitating consultations and access to healthcare products and services between prospective clients and users and an aggregation of third-party medical services, health care providers and other related health service vendors.
'Provider'	means any third-party medical professionals, health care providers and other related health service vendors onboarded on the PneumaCare platform.
'Products and Services'	means the aggregation of services and healthcare products offered by Providers and available to users on the Platform at any given time.
"Terms"	means this Terms of Use and any other Data Privacy Policy that may be applicable to the use of or access to this Platform
'User'	means any individual who uses the Platform including any authorized representative of a corporate entity.

Terms of Use

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "user") and ***PneumaCare*** a company registered under the laws of Nigeria and having its registered address at **50 Ebitu Ukiwe Street, Jabi, Abuja** ("PneumaCare", "we," "us" or "our"), concerning your access to and use of the PneumaHealth online platform as well as any other media form, media channel, or related, linked, or otherwise connected thereto (collectively, the "e-platform").

The PneumaCare platform is an e-marketing website for the facilitation of consultations and access to healthcare products and services between prospective clients/users and an aggregation of medical professionals, health care providers and other related health service vendors.

The use of this website by you does not create an employer/employee relationship, a joint venture shareholder agreement, a memorandum of understanding or a partnership agreement.

The subsequent use of the PneumaCare platform signifies that you are agreeing to these Terms. If you do not agree to any of the requirements or provisions of these Terms, please discontinue or avoid further use of the platform.

Any usage of this platform for and on behalf of an entity (such as on behalf of your employer), shall be based on an implied authority that such usage or any related activity on the platform has been authorized and approved by that entity and its affiliates.

PneumaCare Limited, as the owner and operator of the PneumaCare platform, shall reserve the right to revise these Terms and Conditions at any time, and/or issue supplemental terms and conditions at its sole discretion, with or without notice, by posting an updated version to the Platform. These supplemental terms and conditions are incorporated by reference to these Terms and Conditions of use.

All Users agree that it shall be an obligation to periodically visit and review the most current Terms and Conditions. All continued access or use to the Platform and Services available on the Platform after a revision and update of the terms shall indicate the Users acceptance and agreement with the updated Terms.

PneumaCare platform.

The PneumaCare platform is a digital platform developed by PneumaCare Limited to connect users to medical services and providers when required.

PneumaCare Limited is strictly and exclusively obligated to ensure use, access to and operability of the Platform and shall not incur or be responsible for any liability arising from any engagements, transactions or provision of healthcare products and services as advertised, provided or offered by any of the Providers or purchased, utilized or accessed by the Users.

Application and Use.

The Terms of Use shall be applicable to and binding on all users upon continued use of the platform and the conduct of any activities on the platform including all subsequent engagements, interactions and transactions with providers on the platform.

Any subsequent activity by a user on the platform shall be deemed as a full and unqualified acceptance of this Terms of Use as available on the platform at all times.

User Warranties and Representations.

By utilizing the Platform or transacting with any provider, a User represent and warrant as follows:

(i) That you are of legal age (18 years) to enter into a binding contract.
(ii) That every information provided by you is accurate and verifiable at the date of providing the same.
(iii) That the platform will not be used for medical emergencies and would not replace the existing medical emergency services.

(iv) That you will maintain the accuracy of such information and promptly update such registration information as necessary.

(v) That you will not use the Platform for any illegal or unauthorized purpose.

(vi) That your use of the Platform will not violate any applicable law or regulation.

(vii) That you would be willing to use the Platform in accordance with the terms and conditions contained herein.

PneumaCare Limited reserves the right to withdraw or terminate any user's access to these where such User provides inaccurate, untrue or incomplete information at the point of registration or at any material time whilst using the Platform.

Service Marketplace

The Platform allows users to engage and consult providers through virtual channels and access Products and Services such as health service packages, appointment reservations and bookings, and booking diagnostics and ordering medications among others. .

User Protection and Data Security

PneumaCare shall exercise and ensure the protection of all user data received, submitted, exchanged or transmitted through the Platform either to Providers or PneumaCare.

PneumaCare shall ensure and maintain the minimum standards of security and privacy protection as required and stipulated under the Nigeria Data Protection Regulation 2019 (NDPR) in relation to all User data and information as provided or exchanged on the Platform.

All users retain the right to withhold and refuse to disclose all or any sensitive personal data or information which may be required prior to or in the course of using or accessing the Platform.

All data security and protection measures as required and provided by the Data Protection Regulations are hereby incorporated and shall remain applicable and binding on PneumaCare at all times and through its continued maintenance and operation of the Platform.

User Registration

You may be required to register using their email addresses and a strong password on the PneumaCare platform by clicking the visiting (*patients.pneuma.care*). For a user who has been onboarded on the platform, you will be able to authorized the PneumaCare platform to access your medical records from a primary source.

You are required to keep your password confidential and will be solely responsible for all use of your account and password.

PneumaCare reserves the right to remove, reclaim, or change a username you select if it determines, in its sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Limitation of Liability & Indemnity

i. Users agree that the use of the Platform and any Services available on the Platform shall be at their sole risk.

ii. Subject to the limits and restrictions under relevant laws, PneumaCare disclaims all warranties, express or implied, in connection with the Platform and its use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

iii. PneumaCare makes no warranties or representations about the accuracy or completeness of the Platform's content or the content of any provider websites linked to this Platform and we assume no liability or responsibility for any of the following:

a. Errors, mistakes, or inaccuracies of content and materials.
b. Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform.
c. Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein.
d. Any interruption or cessation of transmission to or from the Platform.
e. Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party.
f. Any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Platform.

iv. PneumaCare does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by the Provider or any third party through the Platform, any hyperlinked website, or any website or mobile application featured in any banner or other advertising features or pop-ups.

v. PneumaCare shall not be a party to or in any way be responsible for monitoring any transaction between user(s) and any third-party providers of products or services including all requests for and provisions of professional advice or the purchase of a product or service through any medium or in any environment.

vi. In no event will PneumaCare, its affiliates, directors, employees, or agents be liable to users or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including loss of profit, loss of data, or other damage arising from any of the following circumstances:

a. Use of or access to the Platform.
b. Any transaction or provision of Service arising from any engagements with Third Parties.

vii. All Users of the Platform are advised to exercise caution, discretion and reasonableness prior to and in the course of all engagements and transactions with third party providers.

PneumaCare's Intellectual Property Rights

Unless otherwise indicated, PneumaCare owns, controls and maintains all proprietary interest in respect of all source codes, databases, functionality, software, website designs, audio, video, text, photographs, graphics on the Platform (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") in accordance with all statutory and legal

protections under copyright and trademark laws and various other intellectual property rights in Nigeria, foreign jurisdictions, and international conventions.

Except as expressly provided in these Terms of Use, no information or content on the Platform may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without the express prior written permission of PneumaCare.

All users are granted a limited license to access and use the Platform and to download or print a copy of any portion of the Platform solely for personal and non-commercial use.

PneumaCare reserves all rights not expressly granted to you in and to the Platform, Content and the Marks.

Term and Termination

These Terms of Use shall remain in full force and effect while you use the Platform. Without limiting any other provision of these terms of use, PneumaCare reserves the right to, in its sole discretion and without notice or liability, deny access to and use of the Platform (including blocking certain IP addresses), including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulations.

PneumaCare also reserves the right to terminate a user's use or access to the Platform at any time, without warning, in our sole discretion.

Users reserve the right to stop or discontinue using services on the Platform at any time by signing out or ceasing to use the Platform.

Governing Law & Dispute Resolution

These terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

Any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to this Terms of Use, including those relating to its validity, its construction or its enforceability, shall be subjected to arbitration in line with the Arbitration & Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004 which Rules are deemed to be incorporated by reference into this Clause.

Modification of Agreement

PneumaCare reserves the right to modify and make changes to these terms at any time and any continued use of the Platform will indicate the acceptance of any adjustment to these terms.

Notice of all material and significant revisions or amendments to this Terms of Use shall be provided in a reasonable time, prior to any new terms taking effect, by delivering the revisions to the email you have provided.

All Users are required to read this Agreement on a regular basis.

Restrictions

This terms and conditions differ from any corresponding or alternate terms and conditions in respect of the purchase of products from as well as online reservations with third party providers on the Platform. All users shall be bound by terms and conditions of any and all suppliers.

In making any payments and abiding by the regulations and caveats in connection with the availability, use of products and other services, you are bound by the terms and conditions of usage.

Entire Agreement

This Agreement constitutes the entire and exclusive understanding and agreement between PneumaCare and you regarding the use and access to this Platform.

This Terms of Use supersedes and replaces any and all prior oral or written understandings or agreements between PneumaCare and you regarding the Content, Services and the Products available on the Platform.

Notices

All notices, complaints, reviews and correspondences with respect to the Platform shall be directed or submitted to:

Name: PneumaCare Limited
Address: No. 50 Ebitu Ekiwe Street, Jabi, Abuja, FCT.
Email: *hello@pneuma.care*

Service Interruptions

PneumaCare shall endeavor to ensure the use and accessibility of the Platform on a 24-hour basis subject to downtime or restrictions to access arising from periodic maintenance, updates or other technical/operational activities being conducted with respect to the Platform.