

## TERMS OF SERVICE OF HEALTH CARE SERVICE PROVIDERS AND NETPRO INTERNATIONAL LIMITED

These terms and conditions constitute a legally binding agreement (hereinafter referred to as "Agreement"), made between:

**Healthcare Service Provider(s)** (defined hereinafter and referred to as ("Practitioner" or "Practitioners" or "You") which expression shall be deemed to mean and include his/her/their heirs, successors, executors, administrators, and legal representatives as the case may be,

### AND

**Netpro International Limited** (hereinafter referred to as "Us", "We", "Our") which expression shall mean and include its successors and assigns; and concerning your access to 247pharmacy.net and use of the practitioner services provided on its sister platform, the 247Doc.net and all related mobile and web applications, as well as any service content and data available via them (collectively the "services" or "the websites").

Please read the terms and conditions carefully before using or accessing the websites or any material or information therein for the purpose of providing Services through 247doc.net. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms.

## 1. ACCEPTANCE OF TERMS

- 1.1 This Agreement applies to all healthcare professionals (including but not limited to Medical Doctors, Pharmacists, Mental health specialists and Natural Health experts) who wish to list themselves as "Practitioners" on 247doc.net and governs the practitioner's access to and use of any Practitioner Services provided on the websites.
- 1.3 By accepting or clicking the tab/button "I agree" at the time of registration or by mere use of the Practitioner Services provided on 247Doc.net, the Practitioner shall be deemed to be bound by this agreement, and to have read and understood and unconditionally accepted this Agreement in its entirety.
- 1.4 The Practitioner accepts that Netpro International Limited is the owner, author and publisher of the websites and the operator of the Systems associated with 247pharmacy.net and 247doc.net for providing practitioner Services.
- 1.5 By using the 247doc.net or accessing any material, information or services through the website, the Practitioner agrees, admits, confirms and declares that the Practitioner has fully read and understood these Terms and Conditions (also referred to as "Terms of Practitioner's Use") as set forth in this Agreement, without any impairment in judgment resulting from (but not limited to) mental illness, mental handicap, intoxication, medication, or any other health or other problem that could impair judgment.
- 1.7 By listing and registering as a Practitioner on 247doc.net, or by mere use of or access to 247doc.net, you shall be contracting with Netpro International Limited, and these terms and conditions constitute your binding obligation and you agree and declare that you intend to use the Practitioner Services offered on 247Doc.net on your own volition, free will, without any undue influence, force or coercion, while in sound and disposing mind and your being legally capable of contracting in law.

## 2. DEFINITIONS

The following words and terms, whenever used in this Agreement, unless repugnant to the meaning or context thereof, shall have the respective meanings set forth below.

- 2.1. **"Applicable Laws"** or **"Law"** shall mean any applicable national, federal, state or local laws (both common law and statute law and civil and criminal law) and all applicable subordinate legislation

and regulatory codes of practice (including statutory instruments, guidance notes, circulars, directives, decisions, regulations, treaties, conventions, ordinances, order of any government agency, requirement or recommendation of any statute, statutory instrument, by-law or any public, governmental or statutory authority or person); all being of the Federal Republic of Nigeria.

- 2.2. **"Us" or "We" or "our"**, shall mean and include Netpro International Limited, its Offices, Officers, Directors, Partners, Owners, Administrator, independent Contractors, Employees, Agents or affiliates, and its/their successors and assigns.
- 2.3. **"Intellectual Property Rights"**, shall mean and include all registered and unregistered trademarks, copyright in all forms including but not limited to the contents of the websites, images, text, illustrations, audio clips, trademarks, logos, labels, video clips, software and coding; industrial designs, patents, inventions, domain names, trade secrets, methodology, processes, features, functionality, User Information and common law rights in the aforesaid, which are associated with Netpro International Limited, Services or the Systems.
- 2.5. **"Person"** shall mean a person, and includes any individual, corporation, firm, partnership, joint venture, association, organization, trust, state or Governmental Authority or other legal entity (in each case, whether or not having separate legal personality). Medical Doctors, Pharmacists, Mental health specialists and Natural health experts
- 2.6. **"Practitioner" or "Practitioners"** shall mean and include medical health professional(s), and/or doctors, pharmacists, mental health specialists, Natural health experts and other health care service providers registered and listed on the websites.
- 2.7. **"Practitioner Account Information"** shall mean and include your name, email address, mobile number, password, date of birth, gender, registration number, and certain other sensitive personal information collected by Netpro International Limited or any other information required by Netpro International Limited for creation of the Practitioner Account.
- 2.8. **"Practitioner Services"** shall mean and include, but not limited to the following services made available by Netpro International Limited on the 247doc.net website and System:
  - 2.8.1 Manage Practice Services: (a) Integrated calendar for booking and managing Online Consultations and Clinic Visits, (b) Maintaining electronic medical records of patient visits, (c) Invoicing and payment, (d) SMS and email notifications to patients and User and (e) Other services which are ancillary to the area of Manage Practice.
- 2.9. **"Services"** shall mean and include any service(s), including User Services and Practitioner Services, provided by Netpro International Limited through its websites and Systems.
- 2.10. **"Websites"** shall mean and include, whole or in part, the internet resource and websites known as 247pharmacy.net and its sister platform, 247doc.net including but not limited to all its associated sub-domains, mobile applications any accompanying or associated data, applications, utilities or interface.
- 2.11. **"Systems"** shall mean and include the websites, electronic communication network including all software, all hardware, all files and images and data contained in or generated by the Systems associated with the websites.
- 2.12. **"Territory"** shall mean and include only the territorial jurisdiction of the Federal Republic of Nigeria, to the exclusion of all other countries and territories of the world.
- 2.13. **"Use"** shall mean and include any use of the websites or Services by a Person, including without limitation, Practitioner and/or the Workforce (interns, employees, servants, affiliates, representatives, agents, independent contractors employed or hired) of the Practitioner.
- 2.14. **"User" and "Users"** shall mean and include a registered user, unregistered user, or any Person who uses the websites, including the patient and his relative(s), representatives, agents, servants or affiliates, for whom or on whose behalf, the User is using the Site.

- 2.15 **"User Information"** shall mean and include User Account Information, User generated content, Practitioner(s) generated content, medical records; information generated, directly or indirectly, subject to the privacy policy of Netpro International Limited, with respect to the User Account, during the process of obtaining User Services by the User, or otherwise.
- 2.16 **"User Services"**, shall mean and include Services offered by Netpro International Limited from time to time, through the websites, including without limitation, Online Consultation and Clinic appointment.
- 2.17 **"Terms and conditions"** mean this document and the terms, conditions, obligations, and rights included herein, as updated, revised, or amended from time to time by us
- 2.19 **"Platform"** means our App; Services; websites; our backend technologies, functions, servers, databases; and our other products, services, content, features, technologies, functions, applications and related websites.
- 2.20 **"License"** means a nonexclusive, nontransferable, limited, revocable license during the Term to use the websites, Platforms, and the Services in accordance with these Terms and conditions.

### **3. PRACTITIONER OBLIGATIONS, UNDERTAKINGS AND CONSENT**

- 3.1 You represent and warrant that you are qualified to provide health care services within the territory of Nigeria or within your current jurisdiction of clinical practice.
- 3.2 You represent and warrant that you are not for any reason whatsoever, barred from providing health care services within the territory of Nigeria or within your current jurisdiction of clinical practice.
- 3.3 If you are a Doctor, you represent and warrant that you are not a person barred from medical practice under the laws of Nigeria or within your or within your current jurisdiction of clinical practice.
- 3.4 You also undertake to inform us of any pending or decided cases/complaint for medical negligence and/or other medical offences against you before the Medical and Dental Council of Nigeria's tribunal (MDCN) and / or any medical or healthcare regulatory agency or a court of competent jurisdiction.
- 3.5 You represent and warrant that you have obtained all licenses as required by law to provide medical and health care services and have not committed any act or omission that might prejudice its continuance or renewal.
- 3.6 You agree that your registration to use the 247doc website and Practitioner Services is subject to verification by us of your identity, qualifications, documents, credentials, and licenses as a Medical Practitioner and / or other health care service provider.
- 3.7 You hereby agree that to use the Practitioner Services, you will have to register and create an Account ("Practitioner Account") with 247Doc.net. When you create a Practitioner Account, you are required to enter your name, email address, mobile number, password, profile picture, date of birth, gender, registration number, and certain other sensitive personal information collected by 247Doc.net which shall integrate with other sister platforms including 247Pharmacy.net.
- 3.8 You hereby undertake and agree that in case of any loss or injury caused to Netpro International Limited or any third-party including Patients / Users due to the illegal activity committed through your practitioner account, you shall be solely responsible and liable for the consequences.
- 3.9 You hereby consent to immediately notify us of any actual or suspected unauthorized use or breach of your Practitioner's Account. You hereby agree that Netpro International Limited shall not be liable for any direct or indirect losses caused to you by any unauthorized use of your Practitioner Account, and you shall be liable for the losses caused to Netpro International Limited or others, due to such unauthorized use.

- 3.10 The verification of mobile number and / or email, credentials and licenses shall be compulsory without which you cannot create a Practitioner Account on any of our websites or applications.
- 3.11 If you register on the 247doc.net and successfully get a Practitioner Account, You shall be responsible for maintaining the confidentiality of the account, including displayed name and password of the account and you shall be responsible for all activities that occur under your Practitioner's Account.
- 3.12 You hereby declare and verify that all practitioner account information provided by you is true, accurate and genuine. You hereby agree that in case any information provided is not true or accurate or genuine or complete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms of Practitioner's Use, then we shall have the right to indefinitely suspend or terminate or block access to your Practitioner's Account on 247doc.net.
- 3.13 You agree not to access (or attempt to access) any of the Practitioner Services by any means other than through our authorised interfaces.
- 3.14 You agree and warrant that you will be in compliance of all applicable laws while using the websites, practitioner Services on 247doc.net or providing professional services through any of our web or mobile applications.
- 3.15 You agree that we may use and disclose your Practitioner Account information for such purposes, including (without limitation) making inquiries through third parties concerning your identity, professional practice, and credentials. You authorize us to disclose to third parties such information as required for such purposes, and you agree to hold them and us blameless from any claim or liability arising from the request for or disclosure of such information.
- 3.16 Netpro International Limited may, at its sole discretion, suspend a Practitioner's ability to use or access the Practitioner Services at any time while we investigate complaints or alleged violations of this Agreement, or for any other reason.
- 3.17 You will cooperate with us in the administration of the System, including providing reasonable assistance in evaluating the System and collecting and reporting data requested by us.
- 3.18 You hereby agree that you will implement and maintain appropriate administrative, physical, and technical safeguards, and reasonable and appropriate security precautions to protect the User Information or any other System information, from any unauthorized use or access.
- 3.19 You will immediately notify us of any breach or suspected breach of the security of the System of which you become aware, or any unauthorized use or disclosure of information within or obtained from the System, and you will take such action to mitigate the breach or suspected breach as we may direct, and will cooperate with us in investigating and mitigating such breach.
- 3.20 You hereby understand and agree that the relationship between you and the User or patient, shall be independently governed as per the Applicable Laws.
- 3.21 You warrant and agree that you shall be solely responsible for the professional services you will be providing to the User or the patient, including any consequential or incidental loss or injury arising therefrom.
- 3.22 You shall be solely liable for your dealings and interaction with patients or Users.
- 3.23 You warrant and agree that any material provided by you will not infringe any intellectual property or any other right of any third person, and will not be in contravention of any other applicable laws.
- 3.24 You will ensure that you are in compliance of all relevant applicable laws, regulations and conventions.
- 3.28 You hereby understand and agree that you acquire no ownership rights in any Practitioner Account.

- 3.29 You hereby agree and undertake that you will not or attempt to:
- a. impersonate any other Practitioner, person, or entity,
  - b. use the website or Services to violate any local, state, national or international law;
  - c. use abusive or derogatory language while communicating with the patients and Users;
  - d. transfer or assign your Practitioner Account or right to use the Practitioner Services to any third party;
  - e. use the Practitioner Services provided by 247Doc.net for any unauthorized and unlawful purpose; and
  - f. engage in any activity that interferes with or disrupts the Practitioner Services or websites.

#### **4. FEES AND PAYMENT PLANS FOR PRACTITIONER SERVICES**

- 4.1 A patient / user shall pay to Netpro International Limited a total amount of N5, 000.00 (Five Thousand Naira) for each scheduled consultation session with a practitioner which shall not exceed 1 hour. We may proactively amend this Fee for the existing services or add new services for additional fees.
- 4.2 Netpro International Limited shall pay a practitioner 50% of the value stated in 4.1 above, for each consultation session with a patient / user which amount shall be transferred into the practitioner's account at agreed payment intervals which is currently set to the end of each week. NetPro International Limited shall be at liberty to review the payment interval.
- 4.3 You will provide your bank account details to enable us to transfer the amount due to you. We will not be responsible for any errors or omissions in the details provided.
- 4.3 Netpro International Limited shall not be liable to refund any amount to a patient/ user in the event that a practitioner fails to attend any consultation appointment that he may schedule with a patient /User through the website. The patient / user shall in this circumstance reschedule any missed online consultation session.
- 4.4 247Doc.net offers its Practitioner Services on "as is" basis and has the sole right to modify any feature or customize them at its discretion and there shall be no obligation to honour customization requests of any Practitioner.
- 4.5 We will not be liable for the non-availability of the Practitioner Services due to circumstances beyond our control, including, without limitation, telecom outages, 3rd party server issues, internet service provider failures or delays, acts of God, acts of government, flood, fire, earthquakes or other such problems.
- 4.6 Netpro International Limited will inform the Practitioners about any downtime within which period the Practitioner Services will not be available.
- 4.7 Netpro International Limited is not responsible and will not be held liable for any failure of the intermediary services such as, internet connectivity failure during a scheduled Online Consultation.
- 4.8 We do not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by Users or any third party through the Practitioner Services.

#### **5. LISTING OF PRACTITIONER INFORMATION**

- 5.1 Your picture and personal profile describing your credentials, work experience, academic background, awards, papers published shall be available for viewing by Users and will be considered non-confidential and non-proprietary. Providing additional information in your personal profile beyond what is required at registration is entirely optional and can be edited or deleted by you at any time.

## **6. CLINIC APPOINTMENT AND SESSION**

- 6.1 It is possible that some appointment requests do not reach you at all or in a timely manner due to technical or operational reasons including but not limited to cases when Practitioner does not read emails or text messages sent to him/her in a timely manner. We shall have no liability or responsibility in this regard.
- 6.2 Consultation sessions between practitioner(s) and patient(s) / user(s) shall be via Google meet or Zoom or similar virtual meeting technologies.
- 6.2 Each consultation session between practitioner(s) and patient(s) / user(s) is set for 30minutes and shall not exceed 1 hour.

## **7. PRESCRIPTION**

- 7.1 In case of Online Consultation, we enable you to provide prescription to your patients. The prescription is to be provided at your discretion and we will in no way be held liable for the content of the prescription and for the provision or lack of provision of the same to the patient/User. You can upload a scanned version of a written subscription signed by you. You can also type the prescription in text box provided against the name of the patient, in our electronic medical records system. In this option, an unsigned prescription will be generated which will be visible to the patient when he/she logs into his account on the Site. The Practitioner hereby declares that such an unsigned prescription will be deemed to be generated only by him/her and he/she is completely responsible for the outcome of the prescription generated using his/her account.

## **8. TRANSCRIPTS OF ELECTRONIC COMMUNICATION BETWEEN USERS AND PRACTITIONERS**

- 8.1 The records of electronic communications may be stored in the 247Doc.net servers and also on the servers of providers of communication service. Such records are dealt with only in accordance with the Privacy Policy and are maintained for the purpose of administration of Services, customer support, research and development and for better listing of Practitioners.

## **9. FEEDBACK**

- 9.1 Our feedback system will send an SMS, email and notifications to the Users asking for feedback which may then be published on the websites. You agree to make your patients fully aware of the possibility of their receiving such feedback queries.
- 9.2 Further, we shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the User Services provided by the Practitioner.

## **10. COMMUNICATION TO THE PRACTITIONER**

- 10.1 When you use the websites or access any material, information, or Services through the websites, you agree and understand that you are communicating with us, through electronic medium and you consent to receive communications from us as and when required through any mode of communication for any purpose.
- 10.2 You understand that once you register as a Practitioner on the 247doc.net, you hereby consent to be contacted by us via phone, and/or SMS notifications, WhatsApp, email or any other method or mode of communication, and authorize us to send any information or communication including but not limited to the information relating to your registration, transactions that you carry out through 247doc.net, reviews and feedbacks that we undertake. Please note that while we endeavor to

provide these notifications and reminders to you promptly, we do not provide any guarantee and shall not be held liable or responsible for the failure to send such notifications or reminders to you. It is your responsibility to ensure that you attend any appointments that you may schedule with a User through the website.

- 10.3 You agree that the delivery of any communications from us shall be deemed to be effective, when sent through any mode of communication, regardless of whether you read the communication on receipt of it, or whether you actually receive the communication. You can withdraw your consent to receive communications by cancelling your use of the Practitioner Account.

## **11. DISCLAIMER OF WARRANTIES, GUARANTEES ` AND REPRESENTATIONS**

- 11.1 You hereby agree that your use of the Practitioner Services is entirely at your own risk and consequences. The Service is provided on 'as is' basis, without any warranty or guarantee of any kind and/or any responsibility or liability either express or implied or whether vicarious, or contingent.
- 11.2 We make no representations concerning the completeness, accuracy, or utility of any information in the websites, or concerning the qualifications or competence of individuals who placed it there.
- 11.3 Netpro International Limited reserves the right, at its sole discretion, to change, modify, add to or remove any part of the Practitioner Service or portions of these Terms of Practitioner's Use at any time without any prior written notice to you, and any such change, modification, addition or removal (hereinafter referred as "Modifications") shall be considered as a part of these Terms of Practitioner's Use. It is your responsibility to review these Terms of Practitioner's Use periodically for updates/changes. Your continued use of and access to the website following the Modifications will mean that you accept and agree to the Modifications.
- 11.4 Any right granted by Netpro International Limited to you to use the Services offered on its websites is personal, non-exclusive and non-transferable and a limited and revocable (at the discretion of Netpro International Limited) permission to use the websites and Practitioner Services.
- 11.5 We make no representation or warranty regarding the genuineness, credibility, worthiness or otherwise of any User, patient or any other person, or any information provided by them, for any purpose, whatsoever.
- 11.6 Netpro International Limited also, does not warrant that:
- a. 247doc.net will be constantly available;
  - b. any or all the Practitioner Services or any other Services on 247doc.net will be constantly available;
  - c. you will be able to access your account at any or all times;
  - d. the information on the websites is complete, true, accurate or non-misleading;
  - e. the quality of any Services, information, or other thing obtained by you through the websites will meet your expectation;
  - f. the websites, information, content, materials, or Practitioner Services included on or otherwise made available to you through the websites; their servers; or electronic communication sent from the websites, are free of virus's or any other harmful components.

## **12.REFERENECE**

- 12.1 You hereby allow us to provide your reference to other potential Practitioners that we would like to introduce to the websites as a referral to our Services.

### **13. RIGHTS OF MODIFICATION**

- 13.1 You agree that this Agreement and the Practitioner Services of 247Doc.net are subject to any modification, or may be removed by Netpro International Limited, as a result of change in government regulations, policies and local laws as applicable.

### **14. INFORMATION UPLOADED BY THE PRACTITIONER ON THE WEBSITES**

- 14.1 While we take utmost care with respect to the security of the information you decide to upload, you understand that any information that you disclose on the websites is at your own risk. By uploading / sharing / disclosing any User Information such as medical conditions, medical history, medical records, and such other health records and any other information on the websites, you hereby give us your consent to store such health / medical information on our servers.

### **15. LIMITATION OF LIABILITY**

- 15.1 Under no circumstances shall Netpro International Limited including anyone else involved in creating, producing or distributing the Services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the websites, Services, Practitioner Services or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to records, programs or the websites, Services, or Practitioners Services.
- 15.2 Netpro International Limited shall not be liable for any breach of service or service deficiency.
- 15.3 Netpro International Limited shall not be liable for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, in any way relating to or arising out of the use of the websites or Practitioner Services on 247doc.net.
- 15.4 Netpro International Limited shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the User Services provided by you.
- 15.5 Netpro International Limited shall not be liable for any damages or loss of revenue caused due to errors or omissions in bank account details provided by the Practitioner.
- 15.6 Netpro International Limited or its Employees, Agents or affiliates shall not be liable for any damage or injury, arising out of the use of the websites or any of the Service provided through the websites, under any circumstance, including, but not limited to negligence.
- 15.7 Netpro International Limited shall not be responsible or liable in any manner to the Practitioners, for any losses, damage, injuries or expenses incurred by the Practitioners as a result of any use or disclosures made by Practitioners, of any User Information.
- 15.8 We are not obligated to keep or preserve data of the Practitioner, and there may be hardware, System or network failure of the websites, including the data storage facility which may result in partial or total loss of data, and in case of such loss of data, we shall not be held responsible to retrieve or restore or provide a copy of the data to the Practitioner, with or without cost; and further we shall not be held responsible for any payment or compensation or damages to the Practitioner, for any such data loss or failure to retrieve or restore or provide a copy of the data to the Practitioner and it shall be the sole and exclusive responsibility of the Practitioner to keep a copy of the data, with respect to anything related to the Practitioner Account.
- 15.9 Netpro International Limited assumes no responsibility, and shall not be liable for ways in which User Information is used by you. It is your responsibility to be in compliance of all applicable laws.
- 15.10 Netpro International Limited shall in no event be liable for any loss, damage or injury caused to a patient or user due to any action of the practitioner.

## **16. SYSTEM OR NETWORK SECURITY**

- 16.1 Subject to the terms of this Agreement, and any other agreement that Netpro International Limited may have with the Practitioner, the Practitioner shall act in an honest, bonafide, professional and ethical manner at all times when the Practitioner accesses the websites or Uses any of the Practitioner Services.
- 16.2 Any violation or breach of System or network security is prohibited and actionable, and any such act may result in the Practitioner facing criminal and civil liabilities and being denied access to the website. Violations and breach of the System or network security may include, but are not limited to, the following:
- 16.2.1 . introduction of any virus, logic bomb, harmful code and/or Trojan horse to the websites or Services.
  - 16.2.2. hacking or otherwise obtaining unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of the system or network.
  - 16.2.3. interfering with any User, Practitioner, Lab, host or network, including mail bombing, flooding and deliberate attempts to overload the system.
  - 16.2.4. interference with any other users use and enjoyment of the website or Service, or any other individuals' use and enjoyment of similar services in any manner.
  - 16.2.5. placing on the website or Service, any misleading, defamatory, obscene, offensive or indecent material or material which breaches any intellectual property rights of others.
  - 16.2.6.reverse engineering, disassembling, decompiling, or translating any software or other components of the websites, System or Services.
  - 16.2.7.any copyright violation of the websites or Systems.
- 16.3 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the websites or Systems, or with any other person's use of the website or Systems.

## **17.FORCE MAJEURE**

- 17.1 Neither Party shall be liable or deemed in default for failure to fulfill any obligation under this Agreement due to causes beyond its reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond the Parties' control, and neither Party shall be liable for losses, expenses or damages, ordinary, special, remote or consequential, resulting directly or indirectly from such causes.

## **18.INDEMNIFICATION**

- 18.1 You undertake to indemnify, defend and hold harmless Netpro International Limited and its officers, partners, owners, administrator, independent contractors, subsidiaries, employees, agents and affiliates for and from any loss, claim, actions, demands, liabilities and settlements by reason of, in any way relating to, or arising out of your violation or breach of these terms and conditions, or your conduct, or conduct of any other person operating for and on your behalf. You further undertake to indemnify & hold harmless, Netpro International Limited against any judgment, proceedings, liability or cost resulting from or arising out of your use of the websites, or

information/data provided on the websites, or services provided by you to User through 247doc.net.

- 18.2 Without prejudice to the generality of the above, the Practitioner will indemnify, defend and hold harmless Netpro International Limited, from any loss, damage, costs, charges, expenses arising out of the Practitioner's acts, including but not limited to the following acts:
- a. any wrong medication or treatment given by the Practitioner(s), or any medical negligence on the part of the Practitioner(s);
  - b. any misconduct or inappropriate behavior by the Practitioner;
  - c. cancellation or rescheduling of booked appointments; and
  - d. any direct or indirect, medical eventualities that might occur subsequent to the Practitioner providing any services to the patients / users through 247doc.net.
  - e. any breach by you of any representations, warranties contained in this Agreement;
  - f. the negligent or willful misconduct of a /practitioner.
  - g. the actions of any person gaining access to the System under a Practitioner Account assigned to you;
  - h. the adverse actions of anyone using your Practitioner Account, password or other unique identifier assigned to you.

#### **19. TERM, TERMINATION AND DISPUTES**

- 19.1 This Agreement will remain in full force and effect while the Practitioner, is a user of any of the Practitioner Services in any form or capacity. You can request for termination of your practitioner account with 247Doc.net at any time by providing 30 (thirty) days' prior written notice to Netpro International Limited. We shall not be liable to you or any third party for any termination of your access to the websites and/or the Practitioner Services on 247.net.
- 19.2 Without prejudice to the generality of the above terms, we reserve the right to terminate a practitioner's account in cases where:
- i. A Practitioner breaches any terms and conditions of this agreement;
  - ii. Netpro International Limited believes in its sole discretion that a Practitioner's actions may cause legal liability for such Practitioner, other Users or for us or are contrary to the interests of the Service.
  - iii. Netpro International Limited has received up to 12 complaints from a patient(s) / user(s) against the conduct of a practitioner.
- 19.3 Once terminated, the Practitioner shall not continue to use the Practitioner Services under the same account, a different account or re-register under a new account.
- 19.4 On termination of an account due to the reasons mentioned herein or otherwise, such Practitioner shall no longer have access to data, messages, files and other content kept on the Practitioner Services. The Practitioner shall ensure that he/she maintains continuous backup of any User provided content, data, medical records, medical history, or information on the Service.

## **20. APPLICABLE LAW**

- 20.1 You agree that the terms of this Agreement and any contractual relationship arising out of the Agreement or use of the websites or Services or Practitioner Services or User Services, shall be governed by and construed solely and exclusively in accordance with the laws of the Federal Republic of Nigeria.

## **21. DISPUTE RESOLUTION / ARBITRATION**

- 21.1 You and Netpro International Limited agree that all disagreement, controversy, dispute or claim (except those Disputes expressly excluded below) arising out of, or in connection with this agreement including your use of the websites or the Practitioner Services or information to which it gives access, shall be resolved by final and binding arbitration. Any arbitration between you and 247Doc will be governed by the Arbitration and Conciliation Act (ACA) Cap A18 LFN 2004. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

## **22. EXCEPTIONS TO ARBITRATION**

- 22.1 You and Netpro International Limited agree that the following Disputes are not subject to the above 2provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief.

## **23. MISUSE OF PRACTITIONER SERVICES**

- 23.1 We shall restrict, suspend or terminate the account of any Practitioner who abuses or misuses the Practitioner Services. Misuse includes creating multiple or false profiles, infringing any intellectual property rights, violating any of the terms and conditions of this agreement, or any other behavior that Netpro International Limited, in its sole discretion, deems contrary to the purpose of the websites.

## **24. INTELLECTUAL PROPERTY RIGHTS - USE, RESTRICTIONS AND LIMITATIONS**

- 24.1 The websites are owned, controlled and operated by Netpro International Limited and all Intellectual Property Rights including copyright in the websites and Services solely and exclusively belong to and are owned by the Netpro International Limited. All intellectual property rights in and title to the websites, Systems and Services, the present or future modifications / upgrades thereof and standard enhancements thereto shall remain the property of Netpro International Limited.

## **25. SEVERABILITY**

- 25.1 If any provisions of these terms and conditions is determined by a court of competent jurisdiction to be unlawful, null, void, or unenforceable; the unenforceable provisions shall be deemed to be severed from these terms and conditions and such determination shall not affect the validity and enforceability of the other provisions.

## **26. ELECTRONIC CONTRACTS & SIGNATURES**

- 26.1 YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES AND POLICIES BY US. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws which require an original signature or delivery or retention of non-electronic records.

## **27. CONTACT INFORMATION**

If you have any concerns or questions about this Agreement, please contact us through our contact details on [www.netpro.africa](http://www.netpro.africa)

## **SIGNATURES**

PRACTITIONER UNDERSTANDS AND ACKNOWLEDGES THAT BY CLICKING THE "AGREE/ I AGREE" TAB/BUTTON FOR THIS AGREEMENT AT THE TIME OF REGISTRATION ON 247DOC.NET, OR BY USING THE PRACTITIONER SERVICES, THE PRACTITIONER IS AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT SUCH ACTION / CONFIRMATION CONSTITUTES A LEGAL SIGNATURE RESULTING IN A BINDING CONTRACT BETWEEN THE PRACTITIONER AND NETPRO INTERNATIONAL LIMITED.