

## **DIGITAL MEDICAL DATA GENERAL TERMS AND CONDITIONS**

DIGITAL MEDICAL DATA, (hereinafter referred to as "DMD" or the "Company"), is a duly incorporated company under the laws of Mexico with address at Independencia Street #220 Interior A, Tepatitlan de Morelos, Jalisco, Mexico, principally devoted to developing technological innovations applied to the health area mainly focused on the digitalization of all kinds of medical data by creating a portable medical history, facilitating access and viewing from any computer or electronic device with USB port (hereinafter, "the Services").

These general terms and conditions apply to any person (hereinafter, "User " or "Patient") who wishes to access and/or use the website: <http://www.dmdcloud.com> (hereinafter, the "Site" or the "Platform" ), through which DIGITAL MEDICAL DATA, offers and promotes the Services.

For this reason, the general terms and conditions here indicated together with all other policies and principles that govern the Company oblige various Users.

Users, prior to the use of the Site, must read, understand, and accept all the conditions set out in the General Terms and Conditions and the Privacy Notice.

ANYONE WHO DOES NOT ACCEPT THESE TERMS AND CONDITIONS, WHICH ARE MANDATORY AND BINDING, MUST REFRAIN FROM USING THE SITE AND/OR SERVICES.

### **I.- CAPACITY**

The Services offered by DMD are available to people who have the legal capacity to enter into agreements; for this reason, people lacking said capacity are not able to use the Services.

Minors, persons with interdiction status or disabilities who wish to acquire the services offered by DMD, must request them to through the parent, legal guardian, or responsible person. They shall commit to read and comply with these general terms and conditions and assume full responsibility for the activity and use made concerning the Services.

By making use of the Services and/or Site, you state that you have the rights, powers, and capacities to accept these terms and conditions and that you guarantee that by using the services, you will not be contravening any laws or regulations in force in your country of residence. As a User, you are solely responsible for complying with local laws and regulations.

### **II.- REGISTRATION OF USERS**

The Services provided by the Company are reserved solely and exclusively for those who carry out their registration in a satisfactory manner, which will receive a unique, personal, and non-transferable account or customer number.



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Users who wish to acquire the services must so obligatorily complete the form registration, in said format users are required to fill in the blank fields with their personal information in an accurate, precise and correct way (hereinafter, the "Personal Data").

Users assume the commitment to update and/or correct the personal data as deemed necessary. DMD is not responsible for the certainty of the Personal Data of its Users. Therefore they guarantee and respond, in any case, of the truthfulness, accuracy, validity, and authenticity of their Personal Data.

The Company reserves the right to request some proof and/or additional data to corroborate the Personal Data, as well as temporarily or permanently suspend those Users whose data could not be confirmed. In cases of the above-described disqualification, the information of the Users will be withdrawn, without generating any responsibility for the company.

DMD reserves the right to refuse any application for registration or to cancel a previously accepted registration, without being obligated to communicate or state the reasons for its decision and without generating any right to compensation or reparation.

### **III.- DIGITALIZATION PROCESS**

The user who hires the services offered by the company must schedule an interview with the doctor of the Company, to carry out a clinical history where the tests and documentation of the patient will be collected and classified.

The company reserves the right to refuse to scan any document that is not related to strictly medical data, or if necessary, documents that are clinical but that correspond to a person.

Other than the owner of the account, without this generating any responsibility for the Company.

The interview with the doctor is strictly to determine and classify the documents and studies that are likely to be scanned within the device, which is why DMD at no time provides medical advice, diagnosis, or treatment to the patient.

DMD does not have a medical license nor performs activities such as a clinical laboratory or medical office; however, the Company has established relationships with authorized licensed doctors to be able to link them with end-users to provide the Services.

In the event of a medical emergency, do not contact the Company, call your doctor or the medical emergency number immediately (911).

DMD does not recommend nor endorses any specific medical examination, document, prescription, product, and/or procedure provided by the patient to be digitized, a situation in which the Company only limits itself to evaluating medical documents and data that may be digitized.

Following the interview with the DMD doctor, once the corresponding tests and documents are classified, the Company will proceed to digitalize and upload to the DMD Card of all the data and documents provided by the patient.

Finally, once we load all the previously digitized information into the device, it will be delivered in a unique, individual, and personal way to the patient. Who will collect the DMD Card at the branch where the interview was conducted.

### **III.- THE CONTENT**

Users, who have completed the registration, must voluntarily provide all the information related to medical data to proceed with their classification and digitization.

The user commits to provide all the documents in its possession voluntarily, strictly related to personal medical data, so that at no time may the Company be requested to scan any document that is not strictly the user or patient account holder.

The User is allowed to provide all kinds of documents indicating the following information:

Diseases, allergies, prescribed medications, clinical data, food consumed and for consumption, eating habits, body measurements, x-rays, blood tests, received medical care, prescriptions, performed surgeries, medical diagnoses, blood type, etc.

All the above-described information and documents provided by the patient, are considered by the Company as sensitive Personal Data and require special protection. Therefore, DMD has adopted the necessary administrative, technical and physical security, necessary to protect personal data and sensitive personal data against damage, loss, alteration, destruction, use, access, disclosure or unauthorized treatment.

The company reserves the right to refuse to scan any document which bears no relation whatsoever with strictly medical data, or if necessary, documents that are clinical but correspond to a person other than the Account Owner, without it generating any responsibility for the Company.

The user commits to provide all medical documents and data clearly and legibly, and the Company is exempt from any responsibility if the same at the time of being digitized cannot be displayed.

### **IV.- DOCUMENT UPDATE:**

Users who wish to maintain their portable medical history updated may do so with a previous appointment at the branch where they had done their registration, having to complete an application of data update, noting the accompanying documents and providing them in a physical, legible way and as long as they are related to documents belonging to the patient holding the DMD Card.

#### **IV.- DMD CARD:**

The services offered by the company are only for registered users, which is why they will individually receive a card containing all the documents and medical data that were digitized.

Once completed the registration and digitization of all documents provided by the User, the user may access his portable medical history by entering the DMD card provided by the company in a USB port, where a security key may be required.

The user shall keep the confidentiality of his Security Key. For this reason, the User will be fully responsible for the activities and the use made of his DMD Card since its access is restricted to the entry and use of his Security Key, which must be of the exclusive knowledge of the User.

If the user wishes to acquire two or more DMD cards, he must first request the Company, indicating the number of new devices that requires.

DMD reserves the right to modify, change, add, or eliminate the rates in force at any time, which will be notified to Users, and will be applicable from the next business day.

#### **V.- DOCUMENTS REPLACEMENT AND BACKUP:**

In case of theft or loss of the device, the patient may request the replacement of the DMD Card, which will be delivered with the documents and medical data that have been digitized and loaded for the last time on the device, based on the information contained in the Company's database.

DMD reserves the right to modify, change, add, or eliminate the rates in force at any time, which will be notified to Users, and will be applicable from the next business day.

The company commits to maintaining a digital backup of the clinical history of each patient, which corresponds to all documents, information, and data digitized and uploaded by the Company.

#### **V.- TRANSFER OF THE MEDICAL HISTORY:**

The user holder of the DMD board may designate people or medical centers, which will be authorized to be able to access their medical records and, if necessary,

Be able to electronically receive the transfer of all documents held within the medical record.

The Company may not share and/or transfer the data obtained from its patients to one or several third parties, including doctors, hospitals, or service providers in the area of health.

Users or guardians are the only persons empowered to share, display, print and/or transfer their digitized medical history to the health personnel they trust.

In addition to the above, users understand and accept that for no reason, may DMD share or transfer the patient's data, even if the same patient makes an express authorization to the Company through which they request the transference of the data to a third party.

#### **V.- INTELLECTUAL PROPERTY RIGHTS:**

The content that DMD publishes or adds to the Site, including texts, graphics, user interfaces, brands, logos, sounds, and illustrations, are property of the Company. All of them protected by registered trademarks, copyrights, and other intellectual property rights. Everything that has to do with Our Content remains with us under any circumstances.

#### **VI.- INFORMATION PRIVACY**

To use the Services offered by DMD, Users must provide specific personal data. Their personal information is processed and stored on servers or magnetic media that maintain high standards of security and protection, both physical and technological. For more information on the privacy of Personal Data and cases of disclosure, please consult our Privacy Notice.

#### **VII.- RESPONSIBILITY**

DMD only has the purpose of developing technological innovations applied to the health area focused mainly on the digitalization of all kinds of medical data by creating a portable medical history, facilitating access and viewing from any computer or electronic device with USB input.

The contents of this website, such as texts, graphics, images, animations, interviews, videos, forms, and other material contained in the site or any means of advertising, are informative. The content of the site does not substitute professional medical advice, diagnosis, or treatment.

We recommend Users that acquire our Services, that in case of emergency or medical consultations, they go to their family doctor or another qualified health provider.

#### **VII.- SANCTIONS**

Notwithstanding other measures, DMD may warn, temporarily suspend or permanently disable a User's Account or publication, initiate the actions it deems appropriate and/or suspend the provision of its Services to any user, who, in its discretion violates any law or any of the provisions of the General Terms and Conditions and other DMD policies.

#### **VIII.- FAILURES IN THE SYSTEM**

DMD is not responsible for any damage, loss, or harm to the user caused by failures in the system, on the server, or the internet. The company is not responsible for any virus that could infect the user's computer as a result of accessing, using, or examining its website or following any transfer of data, files, images, texts, or videos contained therein.

#### **IX.- AMENDMENTS TO THE AGREEMENT**

DMD may modify the General Terms and Conditions at any time by making it public on the Site. All modified terms are effective the day after they are published. Any user who does not agree with the modifications made by DMD may request the withdrawal of the account.



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The use of the site and/or its services implies the acceptance from the users of these General Terms and Conditions, as well as the amendments that they undergo.

#### **X.- JURISDICTION AND APPLICABLE LAW**

The applicable laws in Mexico govern these Terms and Conditions. Any conflict, claim or controversy arising out of or related to the breach, termination, compliance, interpretation or validity of these Terms and Conditions, shall be subject to the jurisdiction of a competent court of the City of Guadalajara, Jalisco, Mexico, and the parties expressly and irrevocably waive their right to any other jurisdiction that may correspond to them by their respective, present or future addresses.

#### **XI.- INDEPENDENCE OF THE CLAUSES**

If any clause of this Agreement is not valid, for any reason, the rest of the clauses will not be affected.

#### **XII.- VALIDITY**

These Terms and Conditions will not have an established term of validity until any change is made and published on the corresponding website.