

## **APPENDIX A**

### JURISDICTION-SPECIFIC TERMS

Last Update: October 20, 2023

The following terms, dispute resolution, limitation of liability, and the For Physician Terms of Service It covers some other basic requirements mentioned. This is not a comprehensive list of all worldwide dispute resolution or limitation of liability provisions.

- Argentina
- Australia
- Austria
- Azerbaijan
- Belgium
- Belarus
- Chinese
- France
- Germany
- India
- Italy
- Japan
- Kazakhstan
- Latin America
- Lebanon
- New Zealand
- Portugal
- Russia
- South Africa
- Spain
- Sweden
- Türkiye
- Ukraine
- Uzbekistan

**ARGENTINA: NON-PROFESSIONAL USERS (CONSUMERS)** . Where a consumer in Argentina accesses the Services, Site or Application, the Argentine Consumer Law will apply. Any claim, dispute or action arising from or against such consumer regarding the validity, interpretation or enforcement of the Terms or any other agreement or document contemplated herein shall be decided and submitted to the Consumer in accordance with the laws of Argentina and in the Federal Courts of Buenos Aires.

**AUSTRALIA, NEW ZEALAND AND SOUTH AFRICA:**

- **GENERAL.** Notwithstanding the terms and the administration of this Addendum, you may have additional obligations and responsibilities to comply with in the jurisdiction in which you practice medicine or another healthcare profession.

- DISPUTED DECISION. If the parties consent to arbitration, they will permit the use of arbitrators located in Australia (or South Africa for South African Users) rather than arbitrators based in Ontario. and also the Court of Australia (or South Africa for South African Users) rather than the Supreme Court of Ontario.
- ADDITIONAL DISCLAIMER.
  - YOUR RELIANCE ON CONTENT OBTAINED OR USE THROUGH THE SITE, SERVICES OR APPLICATION IS SOLELY AT YOUR OWN RISK.
  - THE SITE, SERVICES, APPLICATION AND COLLECTIVE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, FOR PHYSICIAN; EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. FOR PHYSICIAN; WE DO NOT WARRANT THAT THE SITE, SERVICES, APPLICATION OR COLLECTIVE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS. FOR PHYSICIAN; THE SITE MAKES NO WARRANTY ABOUT THE QUALITY OF ANY PRODUCTS, SERVICES OR COLLECTIVE CONTENT PURCHASED OR OBTAINED THROUGH THE SITE, SERVICES OR APPLICATION OR THE CORRECTNESS, TIMELINESS, VALIDITY, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE.
  - IF THE APPLICATION FAILS TO COMPLY WITH THE WARRANTY STATED ABOVE, YOU CAN REPORT THE APPLICATION SELLER. THE APP SELLER WILL REFUND THE PURCHASE PRICE OF THE FOR PHYSICIAN APP TO YOU, BUT THE APP SELLER WILL HAVE NO OTHER WARRANTY OBLIGATION WITH RESPECT TO THE FOR PHYSICIAN APP.
  - NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FOR PHYSICIAN OR THROUGH THE SITE, SERVICES, APPLICATION OR COLLECTIVE CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
  - YOU ARE SOLELY RESPONSIBLE FOR YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, SERVICES OR APPLICATION AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, SERVICES OR APPLICATION. FOR PHYSICIAN; YOU AGREE THAT THE SITE, SERVICES OR APPLICATION DOES NOT TAKE ANY RESPONSIBILITY FOR THE BACKGROUND SCREENING OR QUERY OF ANY USER OF THE SERVICES OR APPLICATION. YOU UNDERSTAND THAT THE SITE DOES NOT VERIFY OR TAKE RESPONSIBILITY FOR STATEMENTS BY ITS USERS. , SERVICES OR APPLICATION. FOR PHYSICIAN; MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDUCT OF USERS OF THE SITE, SERVICES OR APPLICATION OR THE COMPATIBILITY OF THE SITE,

SERVICES OR APPLICATION WITH CURRENT OR FUTURE USERS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, SERVICES AND APPLICATION AND WITH OTHER PERSONS WITH WHICH YOU COMMUNICATE OR INTERACT AS A RESULT OF THE USE OF THE SITE, SERVICES OR APPLICATION, ESPECIALLY AS A RESULT OF THE USE OF THE SITE, SERVICES OR APPLICATION. YOU ACCEPT. DECIDE TO MEET OFFLINE OR IN PERSON.

#### AUSTRALIA: ADDITIONAL LIMITATIONS OF LIABILITY.

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT THE ENTIRE RISK ARISING FROM YOUR ACCESS TO AND USE OF THE SITE, SERVICES, APPLICATION AND COLLECTIVES. THE CONTENT IS YOUR OWN RESPONSIBILITY AND ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS, EXPRESSED OR IMPLIED, IN CONNECTION WITH THESE TERMS, WHICH ARE NOT INCLUDED IN THESE TERMS, ARE EXCLUDED.
- FOR THE SERVICES, SITE OR APPLICATIONS ACCESSED IN AUSTRALIA, NOTHING IN THESE TERMS SHALL EXCLUDE, LIMIT ANY WARRANTY, TERMS, CONDITIONS, GUARANTEES, RIGHTS OR REMEDIES WHETHER IMPLIED OR IMPLIED BY ANY LAW OR REGULATION THAT CANNOT BE LAWFULLY EXCLUDED OR LIMITED. NOT OR DOES NOT CHANGE, DOES NOT INCLUDE AUSTRALIAN CONSUMER ACT.
- ANY WARRANTY, CONDITION, CONDITION OR APPLICATIONS ACCESSED IN AUSTRALIA IS EXCLUDED IF ANY WARRANTY, CONDITION, CONDITION OR APPLICATION IS IMPLIED OR IMPLIED IN CONNECTION WITH THESE TERMS (A NON-EXCLUSION PROVISION) AND WE MAY LIMIT YOUR REMEDY FOR BREACH OF THE FOREGOING PROVISION. OUR TOTAL LIABILITY FOR VIOLATION OF THE PROVISION, LIMITED TO ONE OR MORE OF THE FOLLOWING, AT OUR DISCRETION: (i) THE COST OF REPAIR OF THE APPLICATION, THE EQUIVALENT APPLICATION IN THE CASE OF REPLACEMENT OF THE APPLICATION OR PROVISION OF AN APPLICATION, OR PAYMENT OF THE COST OF REPLACEMENT OF THE APPLICATION OR AN EQUIVALENT APPLICATION OR THE COST OF REPAIR OF THE APPLICATION (ii) IN THE CASE OF SERVICES, RESUPPLYING THE SERVICES OR HAVING AN EQUIVALENT APPLICATION THE SERVICE HAS BEEN PROVIDED AGAIN AT ITS COST.

- **AUSTRALIA: APPLICABLE LAW.** The Terms are governed by the laws of the Province of Ontario and the laws of Canada. However, you further represent and warrant that you have all rights, licences, consents and permissions necessary to grant to For Physician the rights in such Registered User Content as contemplated under these Terms and that your Registered User Content, using the Site, Services or App will comply with the Australian Privacy Act 1988 (Cth) does not violate the New Zealand Privacy Act 1993 and other Privacy Laws set out in Section 6 of the Terms to the extent applicable. If you have accessed the Services, Site or App in Australia, For Physician will only allow Australian law to apply in the event of a dispute regarding the application of the Terms if a court in Ontario finds that Australian law does not apply (i) would create a material imbalance in the rights of the Parties; (ii) is not reasonably necessary to protect For Physician's legitimate interests; and (iii) would cause harm to the consumer. Pursuant to such determination by a court in Ontario, any action arising under these Terms or any other agreement, instrument or document contemplated hereby shall be decided in accordance with the laws of Australia and you hereby consent and submit to the jurisdiction of the courts of New York. You irrevocably accept it, acknowledge South Wales and their jurisdiction and agree to be bound by any decision thereof.
- **AUSTRIA, ARGENTINA, PORTUGAL, PRC AND UZBEKISTAN: LIMITATION OF LIABILITY.** The limitation of liability clause does not apply to damages arising from or resulting in damage to the human body, life or health. Furthermore, the limitation of liability does not apply in case of gross negligence or willful misconduct.
- **AUSTRIA: NON-PROFESSIONAL USERS (CONSUMERS).** Whenever a consumer in Austria accesses the Service, Site or Application, Austrian Law will apply. Any claim, dispute or proceeding arising from or against such consumer regarding the validity, interpretation or application of the Terms or any other agreement, instrument or document contemplated herein shall be governed by Austrian law. From the Vienna courts will be decided and submitted to the jurisdiction.
- **AZERBAIJAN: LIMITATION OF LIABILITY.** The limitation of liability provision does not apply to damages arising from or causing damage to the human body, life or health, and damages within the scope of the Law on the Protection of Consumer Rights. The limitation of liability clause also does not apply to damages caused by intent or gross negligence.
- **AZERBAIJAN: NON-PROFESSIONAL USERS (CONSUMERS).** In any case where a consumer in Azerbaijan accesses the Services, Site or Application, the Azerbaijani Consumer Law will apply. Any claim, dispute or action arising from or against such consumer regarding the validity, interpretation or application of the Terms or any other agreement, instrument or document contemplated herein shall be decided in accordance with the laws of Azerbaijan and submitted to the Consumer.
- **AZERBAIJAN, TURKEY, SPAIN, SWEDEN, NORWAY, FINLAND AND ICELAND: PATIENT CONSENT.** If you reside in Azerbaijan, Turkey, Spain, Sweden, Norway, Finland or Iceland, or any other jurisdiction where patient consent is legally required, before taking photographs of a patient, You undertake to obtain consent. Transferring a part of the patient's body and a fully de-identified image to be shared on For Physician. You must provide the patient with clear information about the purpose and consequences of using the image. If the patient is a child, permission must be obtained from the patient's parent or guardian.

- BELARUS: LIMITATION OF LIABILITY. The limitation of liability clause does not apply to damages resulting from or resulting from damage to the life, health or property of a consumer within the scope of the Consumer Protection Act N90-3 of January 9, 2002.
- BELGIUM: LIMITATION OF LIABILITY. The limitation of liability clause does not apply to damages arising from or resulting in damage to the human body, life or health, or to damages falling within the scope of the Belgian Product Liability Act of 25 February 1991. The limitation of liability clause also does not apply.
- PEOPLE'S REPUBLIC OF CHINA: APPLICATION AND SITE DISCLAIMER. You acknowledge that although For Physician independently developed the App and Site, it has not been able to obtain intellectual property clearance for the App and Site as well as the Service in all jurisdictions. If the App, Site or Service is found to be infringing, For Physician's sole responsibility is to decide, in For Physician's sole discretion, to (i) revise the App, Site and/or Service to make it non-infringing; (ii) request a license to continue operating the Application, Site and/or Services; or (iii) suspend the Service; In this case, you will uninstall the App and stop using the Site. You acknowledge that it is commercially and technically impossible for For Physician to guarantee that the programs comprising the Application or the Site are free of errors, defects, viruses or malicious code. In the event that any errors, defects, viruses or malicious code are discovered or reported, For Physician, 's sole liability is to use reasonable commercial efforts to remove such errors, defects, viruses or malicious code identified.
- FRANCE: NON-PROFESSIONAL USERS (CONSUMERS). Whenever a consumer in France accesses the Service, Site or Application, French Consumer Law will apply. Any claim, dispute or action arising from or against such consumer regarding the validity, interpretation or application of the Terms or any other agreement, instrument or document contemplated herein shall be decided in accordance with French law and submitted to the Consumer. Jurisdiction of the Paris courts.
- GERMANY: LIMITATION OF LIABILITY. The limitation of liability clause does not apply to damages resulting from or resulting in damage to the human body, life or health, or damages covered by the German Product Liability Act. The limitation of liability does not apply to damages caused by intentional or gross negligence or by negligent breach of essential contractual obligations, i.e. obligations, the fulfillment of which is a prerequisite for the regular performance of this contract and the violation of which jeopardizes the fulfillment of contractual obligations. target and one that the other party can rely on on a regular basis. In the latter case, liability is generally limited to foreseeable damages.
- INDIA: [Content Policy for Users](#) In addition to your obligations under these Terms, including your obligations under, you agree not to host, display, upload, modify, publish, transmit, update or share any information on or through the Application. How to use the services:
  - It belongs to another person and you have no rights over it;
  - is materially harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful or racially or ethnically objectionable, relates to or encourages money laundering or gambling, or otherwise is illegal in any way;
  - Harms minors in any way;
  - Infringes any patent, trademark, copyright or other proprietary right;
  - Violates applicable laws
  - deceives or misleads the addressee as to the origin of such messages or transmits any information that is grossly offensive or threatening in nature;

- Impersonates another person;
- Contains software viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or incites the commission of any offense or obstructs the investigation of any offense or is insulting to any other country.

ITALY: NON-PROFESSIONAL USERS (CONSUMERS). In any case where a consumer in Italy accesses the Services, the Site or the Application, the Italian Consumer Law will apply. Any claim, dispute or action arising from or against such consumer regarding the validity, interpretation or application of the Terms or any other agreement or document contemplated herein shall be decided in accordance with Italian law and submitted to the jurisdiction of the courts of Rome.

JAPAN: NON-PROFESSIONAL USERS (CONSUMERS). The limitation of liability provision does not apply in cases of gross negligence or willful misconduct. Whenever a consumer in Japan accesses the Services, Site or Application, Japanese Law will apply. Any claim, dispute or action arising from or against such consumer regarding the validity, interpretation or enforcement of the Terms or any other agreement or document contemplated hereby shall be decided in accordance with Japanese law and shall be submitted exclusively to the Consumer.

LATIN AMERICA: PATIENT CONSENT. If you are a resident of Argentina or any jurisdiction in Latin America where obtaining patient consent is legally required, you undertake to obtain express consent from the patient before capturing images of any part of the patient's body and transferring those images in their entirety. Defined image to be shared on For Physician. You must provide the patient with clear information about the purpose and consequences of using the image. If the patient is a child, permission must be obtained from the patient's parent or guardian.

RUSSIAN FEDERATION:

- NON-PROFESSIONAL USERS (CONSUMERS). If the Services, Site or Application is accessed by a consumer in the Russian Federation and the Law applicable under these Terms deprives the consumer of rights granted by mandatory rules of Russian Law, Russian law will apply.

- LIMITATION OF LIABILITY. The limitation of liability clause does not apply to damages arising from or resulting in damage to the human body, life or health. Furthermore, in cases of willful misconduct, the limitation of liability does not apply.
- SOUTH AFRICA: DISPUTE RESOLUTION. If you have accessed the Services, Site or App in South Africa, For Physician will allow South African law to apply in the event of a dispute regarding the application of the Terms, but only if a court in Ontario determines that South African law does not apply. African law (i) creates a significant imbalance in the rights of the parties; (ii) is not reasonably necessary to protect For Physician's legitimate interests; and (iii) would cause harm to the consumer. Pursuant to such determination by a court in Ontario, any action arising under these Terms or any other agreement, or document contemplated hereby shall be decided in accordance with the laws of South Africa and you hereby submit to the jurisdiction of the South African courts. You somehow accept it.
- SPAIN: NON-PROFESSIONAL USERS (CONSUMERS). Whenever a consumer in Spain accesses the Services, the Site or the Application, the Spanish Consumer Law will apply. Any claim, dispute or action arising from or against the consumer in question regarding the validity, interpretation or application of the Terms or any other agreement or document contemplated herein shall be decided and submitted to the consumer in accordance with Spanish law. Jurisdiction lies with the Madrid courts.
- Türkiye:
  - LIMITATION OF LIABILITY.  
IT IS NOT A DIAGNOSTIC SERVICE.  
For Physician IS PRIMARILY AN EDUCATION TOOL AND  
**TO MEET THE FOLLOWING NEEDS NOT INTENDED:**
  - FOR A DIAGNOSTIC SERVICE
  - FOR VERIFICATION SERVICE TO ENSURE CERTAINTY IN DIAGNOSIS
  - TO SELECT, GUIDE OR ENCOURAGE THE TREATMENT OF MEDICAL CONDITIONS
  - FOR USE IN HAZARDOUS OR MISSION CRITICAL SITUATIONS
  - FOR USES THAT REQUIRE ERROR-SAFE PERFORMANCE WHERE FAILURE COULD RESULT IN DEATH OR PERSONAL INJURY  
(COLLECTIVELY, "UNAUTHORIZED PURPOSES").

SINCE FOR PHYSICIAN IS NOT DESIGNED, INTENDED OR AUTHORIZED FOR SUCH UNAUTHORIZED PURPOSES, YOU SHALL NOT USE THE SITE, SERVICES OR APPLICATION FOR SUCH PURPOSES OR UNDER THESE CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT USE OF FOR PHYSICIAN'S SITE, SERVICES OR APPLICATION FOR SUCH PURPOSES MAY CONSTITUTE A VIOLATION OF LAWS APPLICABLE TO MEDICAL OR OTHER HEALTH CARE PROFESSIONS.

- NON-PROFESSIONAL USERS (CONSUMERS). Turkish Consumer Law will apply in any case where a consumer in Turkey accesses the Services, Site or Application. Any claim, dispute or action arising from or against such consumer

regarding the validity, interpretation or application of the Terms or any other agreement, instrument or document contemplated herein shall be decided in accordance with Turkish law and submitted to the Consumer. The jurisdiction will be the Istanbul courts.

- UKRAINE:
  - LIMITATION OF LIABILITY. Limitation of liability clause, FOR PHYSICIAN; It does not apply in case of death or damage to health caused by their actions or negligence.
  - NON-PROFESSIONAL USERS (CONSUMERS). Ukrainian Law will apply whenever a consumer in Ukraine accesses the Services, Site or Application. Any claim, dispute or action arising from or against such consumer regarding the validity, interpretation or application of the Terms or any other agreement or document contemplated herein shall be decided in accordance with the laws of Ukraine and the courts of Ukraine shall have jurisdiction.
  - PATIENTS' CONSENT. If you reside in Ukraine or another jurisdiction where obtaining patient consent is legally required, you undertake to obtain express consent from the patient before taking images of a patient's body part and transferring the fully de-identified image to another person. You must provide clear and understandable information to the patient about the purpose and consequences of using the image. If the patient is deceased, consent is obtained from the patient's children, widow (widow), and in the absence of these relatives, consent is obtained from the patient's parents, sisters and brothers.
  
- UZBEKISTAN: NON-PROFESSIONAL USERS (CONSUMERS). If a consumer in Uzbekistan accesses the Services, Site or Application, the Uzbekistan Consumer Law will apply. Any claim, dispute or action arising from or against such consumer regarding the validity, interpretation or application of the Terms or any other agreement or document contemplated herein shall be decided in accordance with the laws of Uzbekistan and submitted to the Consumer. Jurisdiction lies with the courts of the city of Tashkent.