

# Privacy Policy

RN PHILIPPINES (“us”, “we”, or “**RN PHILIPPINES**”) is the author and publisher of the internet resource [www.RNpinas.com](http://www.RNpinas.com) (“**Website**”) on the world wide web, all variant services, and mobile applications provided by RN PHILIPPINES and on/in which this Privacy Policy is posted or referenced, (including all files and images contained in or generated by and accompanied data, together the “**Services**”). RN PHILIPPINES is used at healthcare Patients (“**Patients**”) by healthcare providers, designated associates of the healthcare providers who work in the same Practice (“**Nurses**”), and clients of the healthcare providers (“**Patients**”, which term shall also include members of public who search for nurses on the Website) to find, manage, and organize information including but not limited to personal or non-personal information, practice information, appointments, prescriptions, medical records, billing, inventory and accounting details. All users of the RN PHILIPPINES and its various Products and Services, including the Nurses and Patients, and the visitors of Website are together termed as “**Users**”. We created this Privacy Policy (“**Privacy Policy**”) to give the Users confidence, as you use the Services and to demonstrate our commitment to the protection of Privacy Policy. Your use of the Services is governed by this Privacy Policy and our Terms of Use. Any capitalized term used but not defined in this Privacy Policy shall have the meaning in our Terms of Use.

BY USING THE SERVICES, YOU AGREE TO THE PATIENTS AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND YOU HEREBY CONSENT TO OUR COLLECTION, USE AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU CANNOT USE THE SERVICES. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL’S OR ENTITY’S BEHALF.

## 1. WHY THIS PRIVACY POLICY?

- 1.1. This Privacy Policy is published in compliance of:
  - 1.1.1. Section 43A of the Information Technology Act, 2000;
  - 1.1.2. Regulation 4 of the Information Technology (Reasonable Security Patients and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”);
  - 1.1.3. Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011; and
  - 1.1.4. The Philippine Data Privacy Act of 2012 (the “DPA”) (Republic Act No. 10173), to the extent provided under Section 6.
- 1.2. This Privacy Policy states the following:
  - 1.2.1. The type of information collected from the visitors of the Website and the End users, including sensitive personal data or information;
  - 1.2.2. The purpose, means and modes of usage of such information; and

1.2.3. How and to whom RN PHILIPPINES will disclose such information.

## 2. COLLECTION OF PERSONAL INFORMATION

- 2.1. Generally some of the Services require us to know who you are so that we can best meet your needs. When you access these Services, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you. "Personal information" is defined under the SPI Rules to mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. "Personal information" is likewise defined under the DPA (to the extent to which it is applicable), as any information whether recorded in a material form or not, from which the identity of an individual is website aren't or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.
- 2.2. The SPI Rules and the DPA (to the extent to which it is applicable), taken together, further define "sensitive personal data or information" of a person to mean personal information about that person relating to:
  - 2.2.1. passwords;
  - 2.2.2. financial information such as bank accounts, credit and debit card details or other donation instrument details;
  - 2.2.3. physical, physiological and mental health condition; including race, ethnic origin, marital status, age, color, and religious, philosophical, or political affiliation, and education;
  - 2.2.4. sexual orientation and sexual life;
  - 2.2.5. medical records and history;
  - 2.2.6. biometric information and genetic information;
  - 2.2.7. information received by body corporate under lawful contract or otherwise, including but not limited to social security numbers, licenses or their denials, suspension, or revocation, and tax returns;
  - 2.2.8. visitor details as provided at the time of registration or thereafter; and
  - 2.2.9. call data records.
- 2.3. Notwithstanding anything to the above Clause 2.2, Personal information includes (but is not limited to) the following categories of information:
  - 2.3.1. contact data (such as your email address and phone number);
  - 2.3.2. demographic data (such as your gender, your date of birth and your zip code);
  - 2.3.3. insurance data (such as your insurance carrier and insurance plan); and
  - 2.3.4. other information that you voluntarily choose to provide to us, such as Personal information in emails or letters that Users send us.
- 2.4. Information that is freely available in the public domain or accessible under the

Right to Information Act, 2005 or any other law will not be regarded as sensitive personal data or information.

### 3. PRIVACY STATEMENTS

All users note:

- 3.1. This section website lies to all Users (“Users”).
- 3.2. Accordingly, a condition of each User’s use of and access to the Website and to the Software provided by RN PHILIPPINES to Users (together with the Website, the “Services”) is their acceptance of the Terms of Use, which also involves acceptance of the terms of this privacy policy. Any User that does not agree with any provisions of the same has the option to leave the Services provided by RN PHILIPPINES immediately.
- 3.3. All the information provided to RN PHILIPPINES by a User, including sensitive personal information, is voluntary. User has the right to withdraw his/her/its consent at any time, in accordance with the terms of this privacy policy and the terms of use, but please note that withdrawal of consent will not be retroactive. RN PHILIPPINES does not control or endorse the content, messages or information found in any Services and, therefore, RN PHILIPPINES specifically disclaims any liability with regard to the Services and any actions resulting from your participation in any Services, and you agree that you waive any claims against RN PHILIPPINES relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against RN PHILIPPINES relating to same.
- 3.4. User can access, modify and correct the data about him/her/it which has been collected pursuant to his/her/its decision to become a User. If User updates any of his/her/its information, RN PHILIPPINES may keep a copy of the information which User originally provided to RN PHILIPPINES in its archives. User may exercise these rights by emailing RN PHILIPPINES at [privacy@RNpinas.com](mailto:privacy@RNpinas.com).
- 3.5. RN PHILIPPINES may request the User to donate with a credit card, wire transfer, debit card or cheque. RN PHILIPPINES will collect such User’s credit card number and/or other financial institution information such as bank account numbers and will use that information for the billing and donation processes, including but not limited to the use and disclosure of such credit card number and information to third parties as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process. User’s credit-card/debit card details are transacted upon secure sites of website roved donation gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. However, RN PHILIPPINES provides you an option not to save your donation details. User is advised, however, that internet technology is not full proof safe and User should exercise discretion on using the same.

- 3.6. Due to the communications standards on the Internet, when a User or the Patient or anyone who visits the Website, RN PHILIPPINES automatically receives the URL of the site from which anyone visits. RN PHILIPPINES also receives the Internet Protocol (IP) address of each user's computer (or the proxy server a user used to access the World Wide Web), user's computer operating system and type of web browser the user is using, email patterns, as well as the name of user's ISP. This information is used to analyze overall trends to help RN PHILIPPINES improve its Service. The linkage between user's IP address and user's personally identifiable information is not shared with third parties. Notwithstanding the above, RN PHILIPPINES may share some of the aggregate findings (not the specific data) in anonymized form with advertisers, sponsors, investors, strategic partners, and others in order to help grow its service.
- 3.7. The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by RN PHILIPPINES and its service providers for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, RN PHILIPPINES may allow authorized third parties to place or recognize a unique cookie on the User's browser. The cookies however, do not store any personal information of the User.
- 3.8. A User may have limited access to the Website and make appointments with the nurses without creating an account on the Website. Unregistered Users can make appointments with the nurses by providing their name and phone number. In order to have access to all the features and benefits on our Website, a User must first create an account on our Website. To create an account, a User is required to provide the following information, which such User recognizes and expressly acknowledges is personal information allowing others, including RN PHILIPPINES, to identify the User: name, User ID, email address, country, ZIP/postal code, age, phone number, password chosen by the User and valid personal account information. Other information requested on the registration page, including the ability to receive promotional offers from RN PHILIPPINES, is optional. RN PHILIPPINES may, in the future, include other optional requests for information from the User to help RN PHILIPPINES to customize the Website to deliver personalized information to the User. However, RN PHILIPPINES assumes your consent in relation to various matters, once you complete the registration process.
- 3.9. This privacy policy website lies to Services that are owned and operated by RN PHILIPPINES. RN PHILIPPINES does not exercise control over the sites displayed as search results or links from within its Services. These other sites may place their own cookies or other files on the Users' computer, collect data or solicit personal information from the Users, for which RN PHILIPPINES is not responsible or liable. Accordingly, RN PHILIPPINES does not make any representations concerning the privacy of Patients or policies of such third

parties or terms of use of such websites, nor does RN PHILIPPINES guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by RN PHILIPPINES of the website, the website's provider, or the information on the website. RN PHILIPPINES encourages the User to read the privacy policies of that website.

- 3.10. The Website may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized RN PHILIPPINES representatives or agents, and their opinions or statements do not necessarily reflect those of RN PHILIPPINES, and they are not authorized to bind RN PHILIPPINES to any contract. RN PHILIPPINES hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.
- 3.11. RN PHILIPPINES does not collect information about the visitors of the Website from other sources, such as public records or bodies, or private organizations, save and except for the purposes of registration of the Users (the collection, storage and disclosure of which each End User must agree to under the terms of use in order for RN PHILIPPINES to effectively render the Services).
- 3.12. RN PHILIPPINES has implemented best international market Patients and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to Phone or Tablet devices containing local storage of Products in RN PHILIPPINES' native websites, RN PHILIPPINES shall not be held liable for any loss whatsoever incurred by the User.
- 3.13. RN PHILIPPINES will not disclose any personal information or data to governmental institutions or authorities unless such disclosure is requisitioned under any Philippine law or judicial decree or when RN PHILIPPINES, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply our terms of use.

#### 4. NURSE'S NOTE

- 4.1. This section is applicable to Nurses ("Nurses").
- 4.2. As part of the registration/application creation and submission process that is available to Nurses on RN PHILIPPINES, certain information, including sensitive personal data or information is collected from the Nurses.
- 4.3. All the statements in this privacy policy apply to all Nurses, and all Nurses are therefore required to read and understand the privacy statements set out herein prior to submitting any sensitive personal data or information to RN PHILIPPINES, failing which they are required to leave this Service and the Website immediately.

- 4.4. Nurses' personally identifiable information they choose to provide on the RN PHILIPPINES is used to help the Nurses describe/identify themselves. This information is exclusively owned by RN PHILIPPINES. RN PHILIPPINES may use such information for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates.
- 4.5. RN PHILIPPINES automatically lists Nurses' information on its Website for every 'Nurse' added to a Practice using its Software. The Nurse information listed on Website is displayed when Patients search for nurses on Website, and the Nurse information listed on Website is used by Patients to request for nurse appointments. RN PHILIPPINES, on its own, does not list any personally identifiable information of such Nurses.
- 4.6. RN PHILIPPINES reserves with it the Right to use Practice information and Nurse information for the following purposes:
  - 4.6.1. Publishing practice information on the website ([RNpinas.com](http://RNpinas.com)).
  - 4.6.2. Containing Nurses for offering new products or services.
  - 4.6.3. Contacting Nurses for taking product feedback.
  - 4.6.4. Analyzing software usage patterns for improving product design and utility.
  - 4.6.5. Analyzing anonymized practice information including financial, and inventory information for commercial use.
- 4.7. RN PHILIPPINES also creates Nurses' information for Nurses that have not signed up or registered for RN PHILIPPINES Services. Such Nurses are verified by RN PHILIPPINES or its associates, and RN PHILIPPINES makes every effort to capture accurate information for such Nurses. However, RN PHILIPPINES does not hold any liability for any incorrect or incomplete information appearing on Website for such Nurses.

## 5. 5. PATIENT'S NOTE:

- 5.1. This section is applicable to Patients ("Patients")
- 5.2. As part of the registration/application creation and submission process that is available to Patients on this website, certain information, including sensitive personal data or information is collected from the Users.
- 5.3. All the statements in this privacy policy apply to all Patients, and all Patients are therefore required to read and understand the privacy statements set out herein prior to submitting any sensitive personal data or information to RN PHILIPPINES, failing which they are required to leave the RN PHILIPPINES immediately.
- 5.4. If you have inadvertently submitted any such information to RN PHILIPPINES prior to reading the privacy statements set out herein, and you do not agree with the manner in which such information is collected, stored or used, then you may access, modify and delete all information stored about you by RN PHILIPPINES by using options provided on the Website. In addition, any Patients can ask RN

PHILIPPINES, by sending an email to [privacy@RNpinas.com](mailto:privacy@RNpinas.com) whether RN PHILIPPINES is keeping personal data about him/her, and every Patient is also entitled to require RN PHILIPPINES to delete and destroy all such information relating to him/her in its possession.

- 5.5. Patients' personally identifiable information they choose to provide on the Website is used to help the Patients describe/identify themselves. Other information that does not personally identify the Patients as an individual, is collected by RN PHILIPPINES from Patients (such as, patterns of utilization described above) and is exclusively owned by RN PHILIPPINES. RN PHILIPPINES may also use such information in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates.
- 5.6. RN PHILIPPINES reserves with it the right to use anonymized patient demographics information and anonymized patient health information for the following purposes:
  - 5.6.1. Analyzing software usage patterns for improving product design and utility.
  - 5.6.2. Analyzing anonymized patient demographics information and patient health information for research and development of new technologies.
  - 5.6.3. Using analysis of anonymized patient demographics information and patient health information in other commercial product offerings.
  - 5.6.4. Sharing analysis of anonymized patient demographics information and patient health information with third parties for commercial use.
- 5.7. RN PHILIPPINES will communicate with the Patients through email, phone and notices posted on the Website or through other means available through the service, including text and other forms of messaging. The Patients can change their e-mail and contact preferences at any time by logging into their "Account" at [www.RNpinas.com](http://www.RNpinas.com) and changing the account settings.
- 5.8. At times, RN PHILIPPINES conducts a User survey to collect information about Patients' preferences. These surveys are optional and if Patients choose to respond, their responses will be kept anonymous. Similarly, RN PHILIPPINES may offer contests to qualifying Patients in which we ask for contact and demographic information such as name, email address and mailing address. The demographic information that RN PHILIPPINES collects in the registration process and through surveys is used to help RN PHILIPPINES improve its Services to meet the needs and preferences of Patients. This may include targeting advertising to Patients about our Services.
- 5.9. RN PHILIPPINES may keep records of telephone calls received and made for making appointments or other purposes for the purpose of administration of Services, research and development and for better listing of Nurses.
- 5.10. All RN PHILIPPINES employees and data processors, which have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every Patients' sensitive personal data

and information.

- 5.11. RN PHILIPPINES may also disclose or transfer Patients' personal and other information a User provides, to another third party as part of reorganization or a sale of the assets of a RN PHILIPPINES corporation division or company. Any third party to which RN PHILIPPINES transfers or sells its assets will have the right to continue to use the personal and other information that Patients provide to us, in accordance with the Terms of Use.
- 5.12. To the extent necessary to provide Patients with the services on the Website, RN PHILIPPINES may provide their Personal Information to third party contractors who work on behalf of or with RN PHILIPPINES to provide Patients with such services, to help RN PHILIPPINES communicate with Patients or to maintain the Website. Generally these contractors do not have any independent right to share this information, however certain contractors who provide services on the Website, including the providers of online communications services, will have rights to use and disclose the Personal Information collected in connection with the provision of these services in accordance with their own privacy policies.

## 6. CASUAL VISITOR'S NOTE

- 6.1. No sensitive personal data or information is automatically collected by RN PHILIPPINES from any casual visitors of this website, who are merely perusing the site.
- 6.2. Nevertheless, certain provisions of this privacy policy are applicable to even such casual visitors, and such casual visitors are also required to read and understand the privacy statements set out herein, failing which they are required to leave this website immediately.
- 6.3. If you, as a casual visitor, have inadvertently browsed any other pages of this Website prior to reading the privacy statements set out herein, and you do not agree with the manner in which such information is obtained, stored or used, merely quitting this browser application should ordinarily clear all temporary cookies installed by RN PHILIPPINES. All visitors, however, encouraged to use the "clear cookies" functionality of their browsers to ensure such clearing / deletion, as RN PHILIPPINES cannot guarantee, predict or provide for the behaviour of the equipment of all the visitors of the Website.
- 6.4. You are not a casual visitor if you have willingly submitted any personal data or information to RN PHILIPPINES through any means, including email, post or through the registration process on the Website. All such visitors will be deemed to be, and will be treated as, End Users for the purposes of this privacy policy, and in which case, all the statements in this privacy policy apply to such persons.

## 7. REGISTRATION PROCESS

- 7.1. All the information listed in Section 3.3 of this privacy policy ("User Information") is maintained by RN PHILIPPINES in electronic form on its equipment, and on the equipment of its employees. User Information may also be converted to physical form from time to time. Regardless of the manner of storage, RN PHILIPPINES

will keep all User Information confidential, and will only disclose User Information.

- 7.2. RN PHILIPPINES makes all User Information accessible to its employees only on a need-to-know basis, and binds all such employees to strict confidentiality obligations.
- 7.3. Part of the functionality of RN PHILIPPINES is assisting the nurses to maintain and organize such information. RN PHILIPPINES may, therefore, retain and submit all such records to the website appropriate authorities, or to nurses who request access to such information.
- 7.4. Part of the functionality of the RN PHILIPPINES is assisting the patients to access information relating to them. RN PHILIPPINES may, therefore, retain and submit all such records to the relevant patients, or to their nurses.
- 7.5. Notwithstanding the above, RN PHILIPPINES shall not be responsible for any breach of security or for any actions of any third parties that receive Users' personal data or events that are beyond the reasonable control of RN PHILIPPINES including, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of internet service or telephone service etc.
- 7.6. RN PHILIPPINES's Products are offered to its User on as-is basis and no customizations are included in the subscription donation. For providing any future enhancements and feature upgrades to RN software, RN PHILIPPINES reserves its sole discretion.

## 8. LINKS TO OTHER WEBSITES

- 8.1. The Services contain links to third party websites with which RN PHILIPPINES has no affiliation. A link to a non-RN PHILIPPINES website does not mean we endorse that website, the quality or accuracy of information presented on the non-RN PHILIPPINES website or the persons or entities associated therewith. If you decide to visit a third party website, you are subject to the privacy policy of the third party website as applicable and we are not responsible for the policies and Patients of the third party website.

## 9. CHANGE TO PRIVACY POLICY

- 9.1. The Users acknowledge that this privacy policy is part of the terms of use and unconditionally agree that becoming a User of the Website and its Services signifies their assent to this privacy policy. User's visit and any dispute over privacy are subject to this policy and terms of use. RN PHILIPPINES may update this privacy policy at any time, with or without advance notice. In the event there are significant changes in the way RN PHILIPPINES treats User's personally identifiable information, RN PHILIPPINES will display a notice on the Website or send Users an email, as provided for above. Unless stated otherwise, RN PHILIPPINES's current privacy policy websites lies to all information that RN PHILIPPINES has about Users and their account. Notwithstanding the above, RN PHILIPPINES shall not be required to notify the Users of any changes made to the

- privacy policy.
- 9.2. If a User uses the Service after notice of changes have been sent to such User or published on the Website, such User hereby provides his/her/its consent to the changed Patients.
  - 9.3. RN PHILIPPINES reserves its right to bring about changes or to remove product Features/Functions of RN PHILIPPINES due to changes in Government regulations and other local laws applicable.

# Subscription Terms

## **Terms of Use for Nurses, Patients and Healthcare Providers for the use of “RN PHILIPPINES”.**

These Terms of Use constitute the agreement (the “Agreement”) between RN PHILIPPINES (“RN PHILIPPINES” or “us” or “we” or “Company”, which also includes its affiliates). Your use of RN PHILIPPINES’s products accessible at <http://www.RNpinas.com> (hereinafter individually referred to as the “Product” and collectively referred to as the “Products”) is subject to the following terms and conditions.

This Agreement, among other things, provides the terms and conditions for use of Products, Services and Software, primarily a web based practice management hosted and managed remotely through the website and later through mobile applications as described in Section 3.9 of this Agreement. The site [www.RNpinas.com](http://www.RNpinas.com) is owned and operated by RN PHILIPPINES.

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Products, Services and Software.

## 1. YOUR AGREEMENT WITH RN PHILIPPINES

- 1.1. We reserve the right to modify the Terms of Use at any time without giving you any prior notice. Your use of the Products, Services and Software following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of these Products, Services and Software or to particular Products, Services and Software are also considered as Terms of Use. By agreeing to these terms, you also agree to the terms of use of the Service, which are available at [www.RNpinas.com/company/terms](http://www.RNpinas.com/company/terms).
- 1.2. You acknowledge that you will be bound by this Agreement for availing any of the Products, Services and Software offered by us.

1.3. Your access to use the Products, Services and Software will be solely at the discretion of RN PHILIPPINES.

## 2. WHO IS RN PHILIPPINES?

2.1. RN PHILIPPINES is the author and publisher of the software RN PHILIPPINES and all their variants, editions, add-ons, and ancillary Products, Services and Software or services (including all files and images contained in or generated by the software, and accompanying data, together the “Software”). The Products, Services and Software have been designed for use at institutions, establishments and organizations engaged in the healthcare Patients (“Patients”) by medical Nurses or health care providers (whether an individual professional or an organization) or similar institutions, which shall include para-medical services and alternate healthcare providers, wishing to be listed, or already listed, on the Website, including designated, authorized associates representatives of such Nurses or institutions (“Nurses”); clients of the Nurses or members of the public who search for Nurses on the website anonymously or as a registered user of RN PHILIPPINES’ free of charge services (“End-Users”), to find, manage and organize information including but not limited to personal information, practice and information, appointments, prescriptions, medical records, billing, inventory and accounting details. All users of the Products, Services and Software are together termed as (“Users” or “you” or “your”).

2.2. RN PHILIPPINES makes no express or implied representations or warranties about its Products, Services and Software and disclaims any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. RN PHILIPPINES does not authorize anyone to make a warranty on RN PHILIPPINES’s behalf and you may not rely on any statement of warranty as a warranty by RN PHILIPPINES.

## 3. TERMS OF USE

3.1. By using the Products, Services and Software, you agree that you have read and understood these Terms of Use and you agree to be bound by these Terms of Use and use these Products, Services and Software in compliance with these Terms of Use. PLEASE READ THESE TERMS OF USE CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OF THE TERMS BELOW, DO NOT CLICK THE "I AGREE" BOX, DO NOT COMPLETE THE REGISTRATION PROCESS, AND DO NOT ATTEMPT TO USE THE SERVICE. You expressly represent and warrant that you will not use these Products, Services and Software if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of these Terms of Use may result in legal liability upon you. Nothing in these Terms of Use should be construed to confer any rights to any third party or any other person. YOUR USE OF THE RN PHILIPPINES MEANS YOU ARE CONSENTING TO THIS AGREEMENT.

3.2. You must be 18 years of age or older to register; use this Software and other

Products in any manner. By registering, or accepting this Agreement, you represent and warrant to RN PHILIPPINES that you are 18 years of age or older, and that you have the right, authority and capacity to use the Product and the Software available through the RN PHILIPPINES and agree to and abide by this Agreement. You also represent and warrant that you are not a person barred from receiving the Products under the laws of India or other countries including the country in which you are resident or from which you use the Products.

- 3.3. The Agreement is published in compliance of, and is governed by the provisions of Philippine law, including but limited to:
  - 3.3.1. the Philippine Contract Act, 1872,
  - 3.3.2. the (Philippine) Information Technology Act, 2000, and
  - 3.3.3. the rules, regulations, guidelines and clarifications framed thereunder, including the (Philippine) Information Technology (Reasonable Security Patients and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Philippine) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules") and;
  - 3.3.4. The Philippine Data Privacy Act of 2012 (the "DPA") (Republic Act No. 10173), to the extent provided under Section 6.
- 3.4. A condition of the User's use of and access to the Products, Services and Software available provided by RN PHILIPPINES to Users is the User's acceptance of this Agreement. Any User that does not agree with any provisions of the same is required to leave this computer resource/the Products, Services and Software immediately and immediately discontinue use of all Products, Services and Software available at the RN PHILIPPINES Website.
- 3.5. RN PHILIPPINES authorizes the User to view and access the content available on the Products, Services and Software solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Products, Services and Software, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Products, Services and Software (collectively, "RN PHILIPPINES Content"), are the property of RN PHILIPPINES and are protected under copyright, trademark and other laws. User shall not modify the RN PHILIPPINES Content or reproduce, display, publicly perform, distribute, or otherwise use the RN PHILIPPINES Content in any way for any public or commercial purpose or for personal gain.
- 3.6. Multiple Users are not permitted to share the same/single login.
- 3.7. If you are an employee, associate, consultant, intern or are in any way associated to the Nurse that has subscribed to the Products, Services and Software and the subscribing Nurse has authorized you, explicitly or implicitly, to use the Products, Services and Software, this Agreement is a threeway agreement between you, the Nurse and RN PHILIPPINES. Both the Nurse and RN PHILIPPINES may seek recourse against you for any violation of the terms of this Agreement.
- 3.8. Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their login or right to use the

Products, Services and Software to any third party. You, the User, are solely responsible for the way anyone you have authorized to use the Products, Services and Software and for ensuring that all of such Users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such User shall be deemed to be a violation thereof by you.

- 3.9. These Terms of Use will also be applicable to Users who access Software features using mobile applications published by RN PHILIPPINES including but not limited to its applications for devices running on platforms such as iOS, Android, Windows, Blackberry, Tizen and any derivatives or any other platforms. Additional terms of use may be applicable to Users while accessing Software using such mobile applications.
- 3.10. You agree that any registration information you give to RN PHILIPPINES will always be true, accurate, correct, complete and up to date, to the best of our knowledge. Any phone number used to register with the Products, Services and Software be registered in your name and you might be asked to provide supporting documents to prove the same.
- 3.11. You agree that you will not use the Products, Services and Software provided by RN PHILIPPINES for any unauthorized and unlawful purpose. You will not impersonate another person, including, without limitation, a Nurse, a Practice or User.
- 3.12. You agree to use the Products only for purposes that are permitted by (a) the Terms of Use and (b) any applicable law, regulation and generally accepted Patients or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries).
- 3.13. You agree not to access (or attempt to access) any of the Products, Services and Software by any means other than through the interface that is provided by RN PHILIPPINES, unless you have been specifically allowed to do so in a separate agreement with RN PHILIPPINES.
- 3.14. You agree that you will not engage in any activity that interferes with or disrupts the Products, Services and Software (or the servers and networks which are connected to the Products, Services and Software).
- 3.15. You agree that you will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the Software or any other Products, Services and Software for any purpose whatsoever.
- 3.16. You agree that you are solely responsible for (and that RN PHILIPPINES has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which RN PHILIPPINES may suffer) of any such breach.
- 3.17. You shall indemnify RN PHILIPPINES for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by RN PHILIPPINES as a result of your breach under any applicable law.
- 3.18. You expressly acknowledge and agree that your use of the Products, Services and Software is at your sole risk and that the Products, Services and Software are

provided "as is" and "as available".

- 3.19. You agree that you will not make any unsolicited calls or use any information displayed on the RN PHILIPPINES, an online platform; to breach any applicable rules and guidelines related to unsolicited commercial communications, including but not limited to regulations & guidelines such as TRAI guidelines for telemarketers and the CAN-SPAM act.
- 3.20. You agree that this Agreement and the Products, Services and Software of RN PHILIPPINES are subject to any modification, or may be removed by RN PHILIPPINES, as a result of change in government regulations, policies and local laws as applicable.
- 3.21. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any login you use to access the Software.

#### 4. SOFTWARE AND USE OF IT'S PRODUCTS

- 4.1. RN PHILIPPINES provides Software through its website, as a Software as a Service (SaaS) model. RN PHILIPPINES is not responsible for and does not deal with any of patient managed by User through the website or mobile applications and only provides Software to User through the website and mobile applications. To the extent User uses such software or downloads such software from the website, the software, will be deemed to be licensed to User by RN PHILIPPINES, for providing Products, Services and Software to User and enabling User to use those Software only. RN PHILIPPINES does not transfer either the title or the intellectual property rights to the Software and other its Products, Services and Software, and RN PHILIPPINES (or its licensors) retain full and complete title to the Software as well as all intellectual property rights therein. User agrees to use the Products, Services and Software and the materials provided therein only for purposes that are permitted by: (a) this Agreement; and (b) any applicable law, regulation or generally accepted Patients or guidelines in the relevant jurisdictions. Information provided by a User to RN PHILIPPINES may be used, stored or republished by RN PHILIPPINES or its affiliates even after the termination of these terms of Service.
- 4.2. RN PHILIPPINES may offer at its discretion, a free trial of its Products, Services and Software for a specified time period. Users of the Software during the trial period are bound by the terms of this Agreement and any applicable law, regulation and generally accepted Patients or guidelines in the relevant jurisdictions. Any data User enters into the Software, and any customizations made to the Software by or for User, during User's free trial will be permanently lost at the expiry of the specified time period unless the User upgrades his/her/its subscription to one of the User Plans. RN PHILIPPINES does not provide any warranty during the trial period.
- 4.3. RN PHILIPPINES offers its Products, Services and Software on case-to-case basis and has the sole right to modify any feature or customize them at its discretion and there shall be no obligation to honor customization requests of any User.

- The subscription donation hence charged is exclusive of any customisation costs.
- 4.4. User shall not access the Products, Services and Software of RN PHILIPPINES if the User or the organisation that he/she/it represents is RN PHILIPPINES' direct competitor, except with RN PHILIPPINES's prior written consent. In addition, the User shall not access the Products, Services and Software for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
  - 4.5. RN PHILIPPINES provides, at its discretion basic support for the Products, Services and Software at no additional charge, and/or upgraded support if purchased separately and will use commercially reasonable efforts to make the Products, Services and Software available 24 hours a day, 7 days a week, except for (i) planned downtime (of which RN PHILIPPINES shall give at least 8 hours' notice to Users via the Products, Services and Software and which RN PHILIPPINES shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Philippine Standard Time (IST) Friday to 6:00 a.m. Philippine Standard Time (IST) Monday), or (ii) any unavailability caused by circumstances beyond RN PHILIPPINES's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider failures or delays. RN PHILIPPINES will provide the Products, Services and Software only in accordance with applicable laws and government regulations.
  - 4.6. Notwithstanding anything to the contrary contained herein, RN PHILIPPINES does not warrant that its Products, Services and Software will always function without disruptions, delay or errors. A number of factors may impact the use of the Products, Services and Software (depending on the Products, Services and Software used) and mobile applications and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, your power supply and telephony services. RN PHILIPPINES takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.
  - 4.7. In the event the Software are not available due to website current default at RN PHILIPPINES's end or are rendered unusable, RN PHILIPPINES may at its discretion extend the subscription period of the Nurse only by such number of calendar days when the Products, Services and Software were not available. However, you shall agree that RN PHILIPPINES is not responsible and will not be held liable for the any failure of the intermediary services such as, internet connectivity failure or telephonic disconnections.
  - 4.8. The Products may be subject to certain limitations, such as, limits on disk storage space, on the number of calls Users are permitted to make against RN PHILIPPINES' application programming interface, and, other limitations dependent on the 'User Plan', for example, number of SMS, number of appointments, number of users or accounts, validity of subscription and any other limitations. Any such limitations are specified in the User Plans. The

Products, Services and Software have been designed to provide realtime information to enable User to monitor such User's compliance with such limitations.

- 4.9. Notwithstanding anything to the contrary contained herein, Nurse alone shall be liable for Nurse's dealings and interaction with patient, his/her representatives or affiliates, searching for Nurses through the Website (the "EndUser") contacted or managed through the Software and RN PHILIPPINES shall have no liability or responsibility in this regard. RN PHILIPPINES does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or detail provided by End-Users or any third party through the Products, Services and Software. The Products, Services and Software are not intended for and must not be used for emergency purposes such as emergency appointments, emergency healthcare procedures or any other emergency situations.
- 4.10. RN PHILIPPINES may, at its sole discretion, suspend User's ability to use or access the Products, Services and Software at any time while RN PHILIPPINES investigates complaints or alleged violations of this Agreement, or for any other reason.
- 4.11. RN PHILIPPINES reserves the right to use all information captured in its Products, Services and Software in anonymized form for the purpose of its Products, Services and Software improvements, and providing analytics and businesses intelligence to the third parties. On the basis of such information, RN PHILIPPINES tries to make its Products, Services and Software more useful in following way:
  - 4.11.1. Promotion of new Products, Services and Software,
  - 4.11.2. Analyzing software usage patterns for improving Products, Services and Software design and utility;
  - 4.11.3. Analyzing anonymised patients' information for research and development of new technologies and any other Products, Services and Software offerings;
    - 4.11.3.1. Users can use the rectification tools provided by RN PHILIPPINES or contact RN PHILIPPINES immediately for rectifications. RN PHILIPPINES shall bear no liability or responsibility in this regard.
- 4.12. RN PHILIPPINES reserves the right to use the following types of information stored in our software:
  - 4.12.1. Practice information;
  - 4.12.2. Nurse information;
  - 4.12.3. End-Users' demographic information as anonymised form;
  - 4.12.4. End-Users' information in relation to his health and history (anonymized form);
- 4.13. RN PHILIPPINES automatically lists Nurse information on its Products, Services and Software as per information added to a Practice using its Software. The information listed is displayed when End-Users search for Nurses or Patients on

the RN PHILIPPINES, and this information listed on the Products, Services and Software may be used by End-Users to request for appointments. Such information on the Products, Services and Software may continue to appear even after the Practice removes the information from its Software or the Practice ceases to be a donating subscriber or the Practice terminates its subscription or in any other way discontinues its relationship with RN PHILIPPINES. RN PHILIPPINES, on its own, does not list any Personally Sensitive Information of such Nurses. RN PHILIPPINES do not provide any ranking algorithm in relation to the listing made on its Website. RN PHILIPPINES reserves the right to list Nurses who are not party to this Agreement and the Nurses who have subscribed to this Terms of Use are listed along with them. Thereon, RN PHILIPPINES reserves the right to modify the listing of Nurses on its Website. In case Nurse or Practice wishes to change or remove information as listed and displayed omits online platform, or disable appointment requests ,the Nurses or Patients can do so by using options available on its online platform or its Products, Services and Software or by contacting RN PHILIPPINES at support@RN pinas.com.

- 4.14. The product made available by RN PHILIPPINES accepts online appointment requests for all Nurses listed and displayed on its website. RN PHILIPPINES intends to take all reasonable steps to duly inform Patients via phone and email for appointment requests made on Service. However, it is possible that some appointment requests do not reach the Patients at all or in a timely manner due to technical or operational reasons including but not limited to cases when Patients do not respond to phone calls made by RN PHILIPPINES or when Patients do not read emails or text messages sent by RN PHILIPPINES in timely manner. RN PHILIPPINES shall have no liability or responsibility in this regard.
- 4.15. While RN PHILIPPINES makes every feasible effort to ensure a confirmed appointment for an EndUser who requested an appointment on the Service, RN PHILIPPINES does not guarantee that the appointments will be confirmed in all cases. Further, RN PHILIPPINES has no liability if such appointment is confirmed but later cancelled by any of the End-Users, or the Nurses are not available as per the given appointment time.
- 4.16. Certain Services (including ancillary Products, Services and Software) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Software (“Specific Terms”). In such cases, the applicable Specific Terms will be and your access to and use of the relevant Products, Services and Software will be contingent upon your acceptance of and compliance with such Specific Terms.
- 4.17. RN PHILIPPINES reserves the right to add new functionality, remove existing functionality, and modify existing functionality to its Products, Services and Software as and when it deems fit, and make any such changes available in newer versions of its Products, Services and Software or native mobile application or all of these at its discretion. All Users of its Products, Services and Software will be duly notified upon release of such newer versions and RN

PHILIPPINES reserves the right to automatically upgrade all Users to the latest version of its Software as and when it deems fit.

## 5. COLLECTION, USE, STORAGE AND TRANSFER OF PERSONAL INFORMATION

- 5.1. The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the privacy policy (“Privacy Policy”) available at [www.RNpinas.com/terms](http://www.RNpinas.com/terms)
- 5.2. The Privacy Policy sets out, inter alia:
  - 5.2.1. The type of information collected from Users, including sensitive personal data or information;
  - 5.2.2. The purpose, means and modes of usage of such information; and
  - 5.2.3. How and to whom RN PHILIPPINES will disclose such information.
- 5.3. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:
  - 5.3.1. the fact that the information is being collected;
  - 5.3.2. the purpose for which the information is being collected;
  - 5.3.3. the intended recipients of the information;
  - 5.3.4. the name and address of the agency that is collecting the information and the agency that will retain the information; and
  - 5.3.5. the various rights available to such Users in respect of such information.
- 5.4. Each Patient and its users of Software will be responsible for obtaining explicit consent from their End-Users before storing any End User information in Software.
- 5.5. RN PHILIPPINES shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to RN PHILIPPINES or any other person acting on behalf of RN PHILIPPINES.
- 5.6. The use of the Products, Services and Software involves every User’s registration information and browsing history being stored and submitted to the website appropriate authorities. The consent and procedure for such collection and submission is provided in the privacy policy. The other information collected by RN PHILIPPINES from Users as part of the registration process is described in the privacy policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.
- 5.7. The User is responsible for maintaining the confidentiality of the User’s login account access information and password. The User shall be responsible for all usage of the User’s login or password, whether or not authorized by the User. The User shall immediately notify RN PHILIPPINES of any actual or suspected unauthorized use of the User’s login or password. Although RN PHILIPPINES will not be liable for your losses caused by any unauthorized use of your account such as stolen or hacked passwords, you may be liable for the losses to RN PHILIPPINES or any others parties due to such unauthorized use.
- 5.8. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or RN

PHILIPPINES has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RN PHILIPPINES has the right to discontinue the services to the User at its sole discretion.

- 5.9. RN PHILIPPINES may, at its discretion, use information stored in its Products from time to time for the purposes of debugging customer support related issues.
- 5.10. RN PHILIPPINES collects and uses Users personal and demographics information in ways as stated in Privacy Policy that can be found at [www.RNpinas.com/privacy](http://www.RNpinas.com/privacy). RN PHILIPPINES intends to seek User's permission if it wishes to use any User's personal data for any purpose not specified herein or in the Privacy Policy. Any information provided by the User may be retained by RN PHILIPPINES and used at its discretion after termination of this Agreement or expiry of a subscription by the User, and thereupon the Agreement and Privacy Policy of the Website shall be applicable to such information.

## 6. COVENANTS

- 6.1. As mandated by Regulation 3(2) of the IG Rules, RN PHILIPPINES hereby informs the User that the User is not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
  - 6.1.1. belongs to another person and to which the User does not have any right to;
  - 6.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - 6.1.3. harm minors in any way;
  - 6.1.4. infringes any patent, trademark, copyright or other proprietary rights;
  - 6.1.5. violates any law for the time being in force;
  - 6.1.6. deceives or misleads the addressee (or EndUser or User) about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 6.1.7. impersonate another person;
  - 6.1.8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - 6.1.9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
- 6.2. The User is also prohibited from:
  - 6.2.1. violating or attempting to violate the integrity or security of the Products, Services and Software or any RN PHILIPPINES Software;
  - 6.2.2. transmitting any information (including job posts, messages and

- hyperlinks) on or through the Products, Services and Software that is disruptive or competitive to the provision of Products, Services and Software by RN PHILIPPINES;
- 6.2.3. intentionally submitting on the Products, Services and Software any incomplete, false or inaccurate information;
  - 6.2.4. making any unsolicited communications to other Users;
  - 6.2.5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Service;
  - 6.2.6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Products, Services and Software unless explicitly permitted by RN PHILIPPINES;
  - 6.2.7. copying or duplicating in any manner any of the RN PHILIPPINES content or other information available from the Service;
  - 6.2.8. framing or hotlinking or deeplinking any RN PHILIPPINES content.
  - 6.2.9. circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- 6.3. RN PHILIPPINES, upon obtaining knowledge by itself or being brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in S. 6.2 above, shall be entitled to disable such information that is in contravention of S. 6.2. RN PHILIPPINES shall be entitled to preserve such information and associated records for at least 90 (ninety) days for service on to governmental or investigative authorities for investigation purposes.
  - 6.4. In case of noncompliance with any applicable laws, rules or regulations, or the Agreement (including the privacy policy) by a User, RN PHILIPPINES has the right to immediately terminate the access or usage rights of the User to the Products, Services and Software and to remove non-compliant information.
  - 6.5. RN PHILIPPINES may disclose or transfer User Information (as defined in the privacy policy) to its affiliates, and you hereby consent to such transfer. The SPI Rules only permit RN PHILIPPINES to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by RN PHILIPPINES as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between RN PHILIPPINES or any person on its behalf and the user or where the User has consented to data transfer.
  - 6.6. RN PHILIPPINES respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights.

## 7. LIABILITY

- 7.1. RN PHILIPPINES shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures made by RN PHILIPPINES, where the User has consented to the

making of disclosures by RN PHILIPPINES. If the User had revoked such consent under the terms of the privacy policy, then RN PHILIPPINES shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by RN PHILIPPINES prior to its actual receipt of such revocation.

- 7.2. The User shall not hold RN PHILIPPINES responsible or liable in any way for any disclosures by RN PHILIPPINES under Regulation 6 of the SPI Rules or under Chapter VIII of the DPA.
- 7.3. The Software provided by RN PHILIPPINES or any of its licensors or providers are provided "as is", "as available", and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). RN PHILIPPINES does not provide or make any representation, warranty or guaranty, express or implied about the Product or the Software. RN PHILIPPINES does not verify any content or information provided by Users on its Products and to the fullest extent permitted by law, disclaims all liability arising out of the User's use or reliance upon the Products, the Softwares, the RN PHILIPPINES Content, representations and warranties made by the Users or the content or information provided by the Users on the Product or any opinion or suggestion given or expressed by RN PHILIPPINES or any User in relation to any User or services provided by such User.
- 7.4. RN PHILIPPINES assumes no responsibility, and shall not be liable for ways in which Patient data is used by Nurses and other authorized users of Software at a Practice. It is the responsibility of the Practice alone to ensure that the Patient data either stored in Software or taken out from Software by printing or exporting to PDF, CSV or any other computer file format or data stored offline in mobile devices of users accessing Software through mobile applications published by RN PHILIPPINES, is used in compliance to local privacy laws applicable to the Practice's business transactions with Patients.
- 7.5. The Products of RN PHILIPPINES may be linked to the Product of third parties, affiliates and business partners. RN PHILIPPINES has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such Products or made available by/through our Products. Inclusion of any link on the Product does not imply that RN PHILIPPINES endorses the linked site. User may use the links and these services at User's own risk.
- 7.6. RN PHILIPPINES assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Products, Services and Software or the downloading of any material, data, text, images, video content, or audio content from the Service. If a User is dissatisfied with the Service, User's sole remedy is to discontinue using the Products, Services and Software of RN PHILIPPINES.
- 7.7. The Products may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such

data. Such Users, including any moderators or administrators, are not authorized RN PHILIPPINES representatives or agents, and their opinions or statements do not necessarily reflect those of RN PHILIPPINES, and they are not authorized to bind RN PHILIPPINES to any contract. RN PHILIPPINES hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.

- 7.8. In no event, including but not limited to negligence, shall RN PHILIPPINES, or any of its directors, officers, employees, agents or content or service providers (collectively, the “protected entities”) be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Products, Services and Software or the content, materials and functions related thereto, User’s provision of information via the Products, Services and Software of the RN PHILIPPINES, lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. In no event shall the protected entities be liable for provision of or failure to provide all or any Products, Services and Software by Nurses to End-Users contacted or managed through the Service. In no event shall the protected entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Products, Services and Software. In no event shall the total aggregate liability of the protected entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a User’s use of the Products, Services and Software exceed, in the aggregate Php 10,000.
- 7.9. In no event shall the protected entities be liable for failure on the part of the Users to provide agreed Products, Services and Software or to make himself/herself available at the website appointed time, cancellation or rescheduling of appointments. In no event shall the protected entities be liable for any comments or feedback given by any of the Users in relation to the Products, Services and Software provided by a User.
- 7.10. The listing order of Nurses and/or Patients on the Products, Services and Software is based on numerous factors including End-Users’ comments and feedbacks. In no event shall the protected entities and the RN PHILIPPINES be liable or responsible for the listing order of Nurses and/or Patients on the Service. Further, RN PHILIPPINES shall not be responsible for adverse feedback or comments, or ratings on the Products, Services and Software which are a subject matter of automated processes, and RN PHILIPPINES disclaims any liability for lost business or reputation of a User due to information, data or ratings that’s are available on the Service. RN PHILIPPINES at its discretion hold the sole right to display the listing order of the Nurse and/ or Patients.
- 7.11. The reviews and the feedbacks are displayed by the RN PHILIPPINES at its discretion. You agree that RN PHILIPPINES may contact you through telephone, email, sms, or at your contact details for the limited purpose of:

- 7.11.1. Obtaining feedback in relation to RN PHILIPPINES's Products, Services and Software; and/or
- 7.11.2. Obtaining feedback in relation to any Nurses or the HCPs listed on the Service.
- 7.12. The protected entities and the RN PHILIPPINES shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in RN PHILIPPINES Products, Services and Software made to you, or for any unauthorized interception of Customer's communications or other breaches of privacy attributable in part to the acts or omissions of Customer or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Service.

## 8. INDEMNITY

- 8.1. User agrees to indemnify and hold harmless RN PHILIPPINES, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party vendors, from claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/its access to or use of Software, violation of this Agreement, or infringement, or infringement by any other user of his/her/its account, of any intellectual property or other right of any person or entity. RN PHILIPPINES will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

## 9. SPAMMING

- 9.1. RN PHILIPPINES has a zero tolerance spam policy. RN PHILIPPINES employs controls on user permission to receive Content from RN PHILIPPINES's Products, Services and Software and has easily accessible ways for users to block or not receive content if they chose to. However, RN PHILIPPINES's policy on spam is clearly stated below:
- 9.2. Spamming is defined as the practice of (i) sending unsolicited messages, likely with commercial content, (ii) in large quantities (iii) to an indiscriminate set of recipients. The result of this practice is termed "Spam".
- 9.3. The sender of any message deemed to be "spam" is liable for Php 5,000/ for each EndUser that receives each unauthorized message. The sender of 'Spam' will donate all fees owed to RN PHILIPPINES within thirty (30) days of such transmission.

## 10. TERM, TERMINATION AND DISPUTES

- 10.1. This Agreement will remain in full force and effect while the User is a user of any of the Products, Services and Software in any form or capacity.

- 10.2. The User can request for termination of his/her/its membership with RN PHILIPPINES at any time by providing 30 (thirty) days' prior written notice to support@RNpinas.com. During this 30day period, RN PHILIPPINES will investigate and ascertain the fulfillment of any ongoing Products, Services and Software or pending dues related to subscription donations or any other fees by the User. RN PHILIPPINES may require the User to continue his/her/its subscription until the completion or termination of an ongoing Products, Services and Software or subscription period, should the situation warrant and at RN PHILIPPINES's discretion. The User shall be obligated to clear any dues with RN PHILIPPINES for any of its Products, Services and Software for which the User has procured. RN PHILIPPINES shall not be liable to you or any third party for any termination of your access to the Site and/or the Products, Services and Software.
- 10.3. RN PHILIPPINES reserves the right to terminate any account in cases:
  - 10.3.1. A User breaches any terms and conditions of this terms of use or privacy policy;
  - 10.3.2. RN PHILIPPINES is unable to verify or authenticate any information provide to RN PHILIPPINES by a User; or
  - 10.3.3. RN PHILIPPINES believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for RN PHILIPPINES or are contrary to the interests of the Service.
- 10.4. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Products, Services and Software under the same account, a different account or reregister under a new account, unless explicitly permitted by RN PHILIPPINES. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other content kept on the Products, Services and Software by such User. The User shall ensure that he/she/it maintains has continuous backup of any User provided content, data or information on the Service, in order to comply with his/her/its record keeping process and Patients. Nothing contained in these Terms of Use shall restrict RN PHILIPPINES's use of the data or right to publish information made available by a User in the public domain through the Products, Services and Software or any other platform managed by RN PHILIPPINES after the termination or expiry of a subscription or cessation of operation of these Terms in relation to a specific User.
- 10.5. Return of User's Data: Upon request by a User made within 30 (thirty) days after the effective date of termination of a Products, Services and Software subscription due to non-donation, RN PHILIPPINES will make available to the User for download a copy of such User's data in comma separated value (.csv) format or any other format as determined by RN PHILIPPINES. After such 30 (thirty) days period, RN PHILIPPINES shall have no obligation to maintain or provide any of such User's data and shall thereafter, unless legally prohibited, delete all User's data in its systems or otherwise in its possession or under its control. In cases where User terminates the subscription voluntarily, it will be

the sole responsibility of the User to make a copy of their data before terminating the subscription. Users data will not be available after termination of subscription in such cases.

- 10.6. RN PHILIPPINES reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User's content from the Products, Services and Software and immediate termination of the User's account with or without ability to access the Softwares, upon any breach by the User of this Agreement or if RN PHILIPPINES is unable to verify or authenticate any information the User submits to RN PHILIPPINES, or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for RN PHILIPPINES to provide the Products, Services and Software to the User.
- 10.7. This Agreement and any contractual obligation between RN PHILIPPINES and User will be governed by the laws of Philippines, subject to the exclusive jurisdiction of Courts in Baguio City, Philippines.
- 10.8. Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.
- 10.9. Any amendment in these Terms shall replace all previous versions of the same.

## 11. THEFT OF PRODUCTS, SERVICES AND SOFTWARE

- 11.1. You agree to notify RN PHILIPPINES immediately, in writing or by mail to [support@RNpinas.com](mailto:support@RNpinas.com) or by calling RN PHILIPPINES customer care on +09989882021, if your content is stolen or if you become aware at any time that your account with any Subscription Service is being misused or being used fraudulently. When you call or write, you must provide your account details and a detailed description of the circumstances of the theft or fraudulent use of the Products, Services and Software. Failure to do so promptly or within a reasonably prompt time period after discovery of the improper use may result in the termination of your Products, Services and Software and additional charges to you. You will be liable for all use of the Products, Services and Software if your account is misused and also for any and all stolen Products, Services and Software or fraudulent use of the Service. Notwithstanding anything herein to the contrary, RN PHILIPPINES shall not be liable to extend the subscription period or waive-off any fees on account of such theft or fraudulent use. This includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of your internal or corporate security procedures. RN PHILIPPINES will not issue refunds for fraudulent use resulting from your negligent or willful acts or those of an authorized user of your Products, Services and Software.

## 12. MISUSE OF PRODUCTS, SERVICES AND SOFTWARE

- 12.1. RN PHILIPPINES may restrict, suspend or terminate the account of any User who abuses or misuses the Products, Services and Software. Misuse includes creating

multiple or false profiles, infringing any intellectual property rights, violating any of the terms and conditions of these Terms of Use, or any other behavior that RN PHILIPPINES, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, RN PHILIPPINES has adopted a policy of terminating accounts of users who, in RN PHILIPPINES's sole discretion, are deemed to be repeat infringers of any Terms of Use even after being warned by RN PHILIPPINES.

### 13. SEVERABILITY AND WAIVER

- 13.1. If any provision of this terms of use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

### 14. CONTACT INFORMATION

- 14.1. If any User has any question, issue, complaint regarding any of our Products, Services and Software, please contact our customer service at [support@RNpinas.com](mailto:support@RNpinas.com).
- 14.2. If a User has any questions concerning RN PHILIPPINES, the Service, this Agreement, or anything related to any of the foregoing, RN PHILIPPINES can be reached at the following email address [support@RNpinas@gmail.com](mailto:support@RNpinas@gmail.com) or via the contact information available from the following hyperlink: [www.RNpinas.com/contact](http://www.RNpinas.com/contact)

# Terms and Conditions

RN PHILIPPINES (“**RN PHILIPPINES**”) is the author and publisher of the internet resource [www.RNpinas.com](http://www.RNpinas.com) (Website). RN PHILIPPINES owns and operates the services provided through the Website.

## 1. NATURE AND WEBSITE APPLICABILITY OF TERMS

- 1.1. Please carefully go through these terms and conditions (“**Terms**”) and the privacy policy available at <https://www.eAccessHealthCareSupport.com/privacy> (“**Privacy Policy**”) before you decide to access the Website or avail the services made available on the Website by RN PHILIPPINES. These Terms and the Privacy Policy together constitute a legal agreement (“**Agreement**”) between you and RN PHILIPPINES in connection with your visit to the Website and your use of the Services (as defined below).

The Agreement website applies to you whether you are -

- 1.2. A nurse or health care provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, on the Website, including designated, authorized associates of such Nurses or

- institutions (“Nurse(s)”, “you” or “User”); or
- 1.3. A patient, his/her representatives or affiliates, searching for a nurse through the Website (“End-User”, “you” or “User”); or
  - 1.4. Otherwise a user of the Website (“you” or “User”).

This Agreement website applies to those services made available by RN PHILIPPINES on the Website, which are offered free of charge to the Users (“Services”), including the following:

- 1.5. For Nurses: Listing of Nurses and their profiles and contact details, to be made available to the other Users and visitors to the Website;
- 1.6. For other Users: Facility to (i) create and maintain ‘Health Accounts’, (ii) search for Nurses by name, specialty, and geographical area, or any other criteria that may be developed and made available by RN PHILIPPINES, and (iii) to make appointments with Nurses.
- 1.7. The Services may change from time to time, at the sole discretion of RN PHILIPPINES, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time.
- 1.8. This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [support@RNpinas.com](mailto:support@RNpinas.com).
- 1.9. By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Subscription Terms of Service](#) and [Privacy Policy](#), as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.
- 1.10. We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified.
- 1.11. You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services.
- 1.12. Your access to use of the Website and the Services will be solely at the discretion of RN PHILIPPINES.
- 1.13. The Agreement is published in compliance of, and is governed by the provisions of Philippine law, including but not limited to:
  - 1.13.1. the Philippine Contract Act, 1872,
  - 1.13.2. the (Philippine) Information Technology Act, 2000, and

1.13.3. the rules, regulations, guidelines and clarifications framed there under, including the (Philippine) Information Technology (Reasonable Security Patients and Procedures and Sensitive Personal Information) Rules, 2011 (the “**SPI Rules**”), and the (Philippine) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules**”).

## 2. CONDITIONS OF USE

2.1. You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to RN PHILIPPINES that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

## 3. TERMS OF USE APPLICABLE TO ALL USERS OTHER THAN NURSES

3.1. The terms in this Clause 3 are applicable only to Users other than Nurses.

## 4. END-USER ACCOUNT AND DATA PRIVACY

4.1. The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.

4.2. RN PHILIPPINES may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of RN PHILIPPINES’s services and to build new services.

4.3. The Website allows RN PHILIPPINES to have access to registered Users’ personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Nurses and their practice.

4.4. The Privacy Policy sets out, *inter-alia*:

4.4.1. The type of information collected from Users, including sensitive personal data or information;

4.4.2. The purpose, means and modes of usage of such information;

4.4.3. How and to whom RN PHILIPPINES will disclose such information; and,

4.4.4. Other information mandated by the SPI Rules.

4.5. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, *inter-alia*:

4.5.1. the fact that certain information is being collected;

4.5.2. the purpose for which the information is being collected;

4.5.3. the intended recipients of the information;

4.5.4. the nature of collection and retention of the information; and

4.5.5. the name and address of the agency that is collecting the information and the agency that will retain the information; and

4.5.6. the various rights available to such Users in respect of such information.

4.6. The User is responsible for maintaining the confidentiality of the User’s account

access information and password, if the User is registered on the Website. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify RN PHILIPPINES of any actual or suspected unauthorized use of the User's account or password. Although RN PHILIPPINES will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of RN PHILIPPINES or such other parties as the case may be, due to any unauthorized use of your account.

- 4.7. If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or RN PHILIPPINES has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RN PHILIPPINES has the right to discontinue the Services to the User at its sole discretion.
- 4.8. RN PHILIPPINES may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.
- 4.9. Against every Nurse listed in RNpinas.com, you may see a 'show number' option. When you choose this option, you choose to call the number through a free telephony service provided by RN PHILIPPINES, and the records of such calls are recorded and stored in RN PHILIPPINES's servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you by RN PHILIPPINES should be used only for appointment and booking purposes, and not for care delivery on health-related issues. RN PHILIPPINES accepts no liability if the call facility is not used in accordance with the foregoing.

## 5. RELEVANCE ALGORITHM

- 5.1. RN PHILIPPINES's relevance algorithm for the Nurses is a fully automated system that lists the Nurses, their profile and information regarding their Practice on its Website. These listings of Nurses do not represent any fixed objective ranking or endorsement by RN PHILIPPINES. RN PHILIPPINES will not be liable for any change in the relevance of the Nurses on search results, which may take place from time to time. The listing of Nurses will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the listing algorithm. RN PHILIPPINES in no event will be held responsible for the accuracy and the relevancy of the listing order of the Nurses on the Website.

## 6. LISTING CONTENT AND DISSEMINATING INFORMATION

- 6.1. RN PHILIPPINES collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Nurses listed on the Website, such as their specialization, qualification, fees, location, off-duty hours, and similar details. RN PHILIPPINES takes reasonable efforts to ensure that such information is updated at frequent intervals. Although RN PHILIPPINES screens and vets the information and photos submitted by the Nurses, it cannot

be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.

- 6.2. The Services provided by RN PHILIPPINES or any of its licensors or service providers are provided on an "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). RN PHILIPPINES does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. RN PHILIPPINES does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, RN PHILIPPINES disclaims all liability arising out of the User's use or reliance upon the Website, the Services, representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by RN PHILIPPINES or any User in relation to any User or services provided by such User.
- 6.3. The Website may be linked to the website of third parties, affiliates and business partners. RN PHILIPPINES has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through our Website. Inclusion of any link on the Website does not imply that RN PHILIPPINES endorses the linked site. User may use the links and these services at User's own risk.
- 6.4. RN PHILIPPINES assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- 6.5. If RN PHILIPPINES determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, RN PHILIPPINES reserves the right to immediately suspend your access to the Website or any of your accounts with RN PHILIPPINES and makes such declaration on the website alongside your name/your hospital's name as determined by RN PHILIPPINES for the protection of its business and in the interests of Users. You shall be liable to indemnify RN PHILIPPINES for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected RN PHILIPPINES or its Users.

## 7. APPOINTMENT BOOKING AND INTERACTION WITH NURSES

- 7.1. While RN PHILIPPINES will try to ensure a confirmed appointment for an End-User who requested an appointment on Website, RN PHILIPPINES does not guarantee that a patient will get a confirmed appointment. Further, RN PHILIPPINES has no liability if such appointment is confirmed but later cancelled

by Patients or Nurses, or the Nurses are not available as per the given appointment time.

- 7.2. RN PHILIPPINES provides value added telephonic services which connects Users directly to the Nurses and the information exchanged between the User and the Nurses is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail the Service. If a User has used the telephony service, RN PHILIPPINES reserves the right to share the contact details of the User with the Nurses contacted.
- 7.3. You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold RN PHILIPPINES responsible for any such interactions and associated issues. For avoidance of doubt, RN PHILIPPINES is not directly involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Nurse you interact with, pursuant to any interactions on the Website. If you decide to engage with a Nurse to provide medical services to you, you do so at your own risk. The results of any search you perform on the Website for Nurses should not be construed as an endorsement by RN PHILIPPINES of any such particular Nurse. RN PHILIPPINES shall not be responsible for any breach of service or service deficiency by any Nurse. We cannot assure nor guarantee the ability or intent of the Nurse(s) to fulfill their obligations towards you. We advise you to perform your own investigation prior to selecting a Nurse.
- 7.4. Donation and Cancellation Policy
  - 7.4.1. In the event, the Nurse with whom the appointment has been booked is not available, the patient has to (a) cancel the current appointment or (b) consult another nurse. Cancellation of the appointment by the patient should be done six (6) hours prior to the time blocked for appointment. In case a booking confirmation e-mail gets delayed due to technical reasons or as a result of incorrect e-mail ID provided by the user etc, an appointment would be considered as 'booked'. If the Nurse does not show up at the time of Appointment, RN PHILIPPINES will take necessary actions to for the nurse.
  - 7.4.2. RN PHILIPPINES shall not be liable for any refunds to the customer in the event the customer's booked slot/time for an appointment has been delayed.
  - 7.4.3. Any grievances and claims related to the appointment/refund should be reported to RN PHILIPPINES team at [support@RNpinas.com](mailto:support@RNpinas.com) within two (2) days of appointment date with the nurse.
- 7.5. Without prejudice to the generality of the above, RN PHILIPPINES will not be liable for:
  - 7.5.1. any wrong medication or treatment quality being given by the Nurse(s), or any medical negligence on part of the Nurse(s);
  - 7.5.2. any type of inconvenience suffered by the User due to a failure on the

- part of the Nurse to provide agreed services or to make himself/herself available at the website appointed time, no show by the Nurse, in website appropriate treatment, or similar difficulties;
- 7.5.3. any misconduct or in website appropriate behaviour by the Nurse or the Nurse's staff;
  - 7.5.4. cancellation or rescheduling of booked appointment or any variance in the fees charged;
  - 7.5.5. any medical eventualities that might occur subsequent to using the services of a Nurse, whom the User has selected on the basis of the information available on the Website or with whom the User has booked an appointment through the Website.
- 7.6. Further, RN PHILIPPINES shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at RN PHILIPPINES's sole discretion and may be modified or withdrawn at its sole discretion. RN PHILIPPINES may moderate such feedback at any time. RN PHILIPPINES shall not be obliged to act in any manner to give effect to the content of Users' feedback, such as suggestions for delisting of a particular Nurse from the Website.
- 7.7. Online Appointment Booking facility is governed by Terms of Service listed in schedule 3.

## 8. NO NURSE-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE

- 8.1. Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between RN PHILIPPINES and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating website appropriate medical care from a qualified Nurse.
- 8.2. It is hereby expressly clarified that, the Information that you obtain or receive from RN PHILIPPINES, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.
- 8.3. The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or a another person's behalf), please contact an ambulance service or hospital directly.

## 9. REVIEWS AND FEEDBACK

- 9.1. By using this Website, you agree that any information shared by you with RN PHILIPPINES or with any Nurse will be subject to our Privacy Policy.
- 9.2. You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews (“Critical Content”) relating to Nurses or other healthcare professionals. The role of RN PHILIPPINES in publishing Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. RN PHILIPPINES disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an ‘intermediary’ under the said Act. RN PHILIPPINES shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.
- 9.3. Your publication of reviews and feedback on the Website is governed by Clause 5 of these Terms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. RN PHILIPPINES, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 5 of these Terms. You agree that RN PHILIPPINES may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:
  - 9.3.1. Obtaining feedback in relation to Website or RN PHILIPPINES’s services; and/or
  - 9.3.2. Obtaining feedback in relation to any Nurses listed on the Website; and/or
  - 9.3.3. Resolving any complaints, information, or queries by Nurses regarding your Critical Content;
  - 9.3.4. and you agree to provide your fullest co-operation further to such communication by RN PHILIPPINES. RN PHILIPPINES’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

## 10. RECORDS

- 10.1. RN PHILIPPINES may provide End-Users with a free facility known as ‘Records’ on its mobile application ‘RN PHILIPPINES’. Information available in your Records is of two types:
- 10.2. User-created: Information uploaded by you or information generated during your interaction with RN PHILIPPINES ecosystem, eg: appointment, medicine order placed by you.
- 10.3. Practice-created: Health Records generated by your interaction with a Nurse who uses ‘RN PHILIPPINES RN’ or other Services of RN PHILIPPINES software.

- 10.4. The specific terms relating to such Health Account are as below, without prejudice to the rest of these Terms and the Privacy Policy:
- 10.4.1. Your Records is only created after you have signed up and explicitly accepted these Terms.
  - 10.4.2. Any Practice created Health Record is provided on an as-is basis at the sole intent, risk and responsibility of the Nurse and RN PHILIPPINES does not validate the said information and makes no representation in connection therewith. You should contact the relevant Nurse in case you wish to point out any discrepancies or add, delete, or modify the Health Record in any manner.
  - 10.4.3. The Health Records are provided on an as-is basis. While we strive to maintain the highest levels of service availability, RN PHILIPPINES is not liable for any interruption that may be caused to your access of the Services.
  - 10.4.4. The reminder provided by the Records is only a supplementary way of reminding you to perform your activities as prescribed by your Nurse. In the event of any medicine reminders provided by RN PHILIPPINES, you should refer to your prescription before taking any medicines. RN PHILIPPINES is not liable if for any reason reminders are not delivered to you or are delivered late or delivered incorrectly, despite its best efforts. In case you do not wish to receive the reminders, you can switch it off through the RN PHILIPPINES website.
  - 10.4.5. It is your responsibility to keep your correct mobile number and email ID updated in the Records. The Health Records will be sent to the Records associated with this mobile number and/or email ID. Every time you change any contact information (mobile or email), we will send a confirmation. RN PHILIPPINES is not responsible for any loss or inconvenience caused due to your failure in updating the contact details with RN PHILIPPINES.
  - 10.4.6. RN PHILIPPINES uses industry-level security and encryption to your Health Records. However, RN PHILIPPINES does not guarantee to prevent unauthorized access if you lose your login credentials or they are otherwise compromised. In the event you are aware of any unauthorized use or access, you shall immediately inform RN PHILIPPINES of such unauthorized use or access. Please safeguard your login credentials and report any actual suspected breach of account to [support@RNpinas.com](mailto:support@RNpinas.com).
  - 10.4.7. If you access your dependents' Health Records by registering your dependents with your own Records, you are deemed to be responsible for the Health Records of your dependents and all obligations that your dependents would have had, had they maintained their own separate individual Records. You agree that it shall be your sole responsibility to obtain prior consent of your dependent and shall have right to share, upload and publish any sensitive personal information of your dependent. RN PHILIPPINES assumes no responsibility for any claim,

dispute or liability arising in this regard, and you shall indemnify RN PHILIPPINES and its officers against any such claim or liability arising out of unauthorized use of such information.

- 10.4.8. In case you want to delete your Records, you can do so by contacting our service support team. However only your account and any associated Health Records will be deleted, and your Health Records stored by your Nurses will continue to be stored in their respective accounts.
- 10.4.9. You may lose your "User created" record, if the data is not synced with the server.
- 10.4.10. If the Health Record is un-assessed for a stipulated time, you may not be able to access your Health Records due to security reasons.
- 10.4.11. RN PHILIPPINES is not liable if for any reason, Health Records are not delivered to you or are delivered late despite its best efforts.
- 10.4.12. The Health Records are shared with the phone numbers that are provided by your Nurse. RN PHILIPPINES is not responsible for adding the Health Records with incorrect numbers if those incorrect numbers are provided by the Nurse.
- 10.4.13. RN PHILIPPINES is not responsible or liable for any content, fact, Health Records, medical deduction or the language used in your Health Records whatsoever. Your Nurse is solely responsible and liable for your Health Records and any information provided to us including but not limited to the content in them.
- 10.4.14. RN PHILIPPINES has the ability in its sole discretion to retract Health Records without any prior notice if they are found to be shared incorrectly or inadvertently.
- 10.4.15. RN PHILIPPINES will follow the law of land in case of any constitutional court or jurisdiction mandates to share the Health Records for any reason.
- 10.4.16. You agree and acknowledge that RN PHILIPPINES may need to access the Health Record for cases such as any technical or operational issue of the End User in access or ownership of the Records.
- 10.4.17. You acknowledge that the Nurses you are visiting may engage RN PHILIPPINES's software or third party software for the purposes of the functioning of the Nurse's business and RN PHILIPPINES's services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws.
- 10.4.18. To the extent that your Records have been shared with RN PHILIPPINES or stored on any of the RN PHILIPPINES products used by Nurse's you are visiting, and may in the past have visited, You hereby agree to the storage of your Records by RN PHILIPPINES pertaining to such previously visited clinics and hospitals who have tie ups with RN PHILIPPINES for the purposes of their business and for RN PHILIPPINES's

services including but not limited to the usage and for storage of Records (as defined in Section 3.10) in India and outside India, in accordance with the applicable laws and further agree, upon creation of your account with RN PHILIPPINES, to the mwebsiteing of such Records as may be available in RN PHILIPPINES's database to your User account.

## 11. TERMS OF USE NURSES

The terms in this Clause 4 are applicable only to Nurses.

## 12. LISTING POLICY

12.1. RN PHILIPPINES, directly and indirectly, collects information regarding the Nurses' profiles, contact details, and practice. RN PHILIPPINES reserves the right to take down any Nurse's profile as well as the right to display the profile of the Nurses, with or without notice to the concerned Nurse. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform RN PHILIPPINES immediately to enable RN PHILIPPINES to make the necessary amendments.

12.1.1. RN PHILIPPINES shall not be liable and responsible for the ranking of the Nurses on external websites and search engines

12.1.2. RN PHILIPPINES shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by RN PHILIPPINES, where the User has expressly or implicitly consented to the making of disclosures or publications by RN PHILIPPINES. If the User had revoked such consent under the terms of the Privacy Policy, then RN PHILIPPINES shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by RN PHILIPPINES prior to its actual receipt of such revocation.

12.1.3. RN PHILIPPINES reserves the right to moderate the suggestions made by the Nurses through feedback and the right to remove any abusive or inwebsiteropriate or promotional content added on the Website. However, RN PHILIPPINES shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Nurses are added to the Website.

12.1.4. Nurses explicitly agree that RN PHILIPPINES reserves the right to publish the Content provided by Nurses to a third party including content platforms.

12.1.5. When you are listed on RN PHILIPPINES.com, End-Users may see a 'show number' option. When End-Users choose this option, they choose to call your number through a free telephony service provided by RN PHILIPPINES, and the records of such calls are recorded and stored in RN PHILIPPINES's servers. Such records are dealt with only in accordance

with the terms of the Privacy Policy. Such call facility provided to End-Users and to you by RN PHILIPPINES should be used only for appointment and booking purposes, and not for care delivery on health-related issues. RN PHILIPPINES accepts no liability if the call facility is not used in accordance with the foregoing.

12.1.6. You as a Nurse hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and RN PHILIPPINES accepts no liability for the same.

## 12.2. PROFILE OWNERSHIP AND EDITING RIGHTS

12.2.1. RN PHILIPPINES ensures easy access to the Nurses by providing a tool to update your profile information. RN PHILIPPINES reserves the right of ownership of all the Nurse's profile and photographs and to moderate the changes or updates requested by Nurses. However, RN PHILIPPINES takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using RN PHILIPPINES's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, RN PHILIPPINES may modify or delete parts of your profile information at its sole discretion with or without notice to you.

## 12.3. REVIEWS AND FEEDBACK DISPLAY RIGHTS OF RN PHILIPPINES

12.3.1. All Critical Content is content created by the Users of [www.RNpinas.com](http://www.RNpinas.com) ("Website") and the clients of RN PHILIPPINES customers and Nurses, including the End-Users. As a platform, RN PHILIPPINES does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an 'intermediary' under the Information Technology Act, 2000. The role of RN PHILIPPINES and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 3.9 and 5 of these Terms. RN PHILIPPINES's Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

12.3.2. RN PHILIPPINES reserves the right to collect feedback and Critical Content for all the Nurses, Clinics and Healthcare Providers listed on the Website.

12.3.3. RN PHILIPPINES shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.

12.3.4. You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. RN PHILIPPINES shall not be liable for any effect on Nurse's business due

to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. RN PHILIPPINES however, as an 'intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 3.9 and 5 of these Terms.

12.3.5. RN PHILIPPINES will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.

12.3.6. If RN PHILIPPINES determines that you have provided inaccurate information or enabled fraudulent feedback, RN PHILIPPINES reserves the right to immediately suspend any of your accounts with RN PHILIPPINES and makes such declaration on the website alongside your name/your clinics name as determined by RN PHILIPPINES for the protection of its business and in the interests of Users.

#### 12.4. RELEVANCE ALGORITHM

12.4.1. RN PHILIPPINES has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Nurses. RN PHILIPPINES shall not be liable for any effect on the Nurse's business interests due to the change in the Relevance Algorithm.

#### 12.5. INDEPENDENT SERVICES

12.5.1. Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by RN PHILIPPINES.

#### 12.6. RN PHILIPPINES RIGHTS

12.6.1. RN PHILIPPINES reserves the rights to display sponsored ads on the Website. These ads would be marked as "Sponsored ads". Without prejudice to the status of other content, RN PHILIPPINES will not be liable for the accuracy of information or the claims made in the Sponsored ads. RN PHILIPPINES does not encourage the Users to visit the Sponsored ads page or to avail any services from them. RN PHILIPPINES will not be liable for the services of the providers of the Sponsored ads.

12.6.2. You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and RN PHILIPPINES

accepts no liability for the same.

### 13. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

- 13.1. As mandated by Regulation 3(2) of the IG Rules, RN PHILIPPINES hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:
  - 13.1.1. belongs to another person and to which the User does not have any right to;
  - 13.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - 13.1.3. harm minors in any way;
  - 13.1.4. infringes any patent, trademark, copyright or other proprietary rights;
  - 13.1.5. violates any law for the time being in force;
  - 13.1.6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 13.1.7. impersonate another person;
  - 13.1.8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - 13.1.9. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
  
- 13.2. Users are also prohibited from:
  - 13.2.1. violating or attempting to violate the integrity or security of the Website or any RN PHILIPPINES Content;
  - 13.2.2. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by RN PHILIPPINES;
  - 13.2.3. intentionally submitting on the Website any incomplete, false or inaccurate information;
  - 13.2.4. making any unsolicited communications to other Users;
  - 13.2.5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
  - 13.2.6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
  - 13.2.7. copying or duplicating in any manner any of the RN PHILIPPINES Content or other information available from the Website;

- 13.2.8. framing or hot linking or deep linking any RN PHILIPPINES Content.
- 13.2.9. circumventing or disabling any digital rights management, usage rules, or other security features of the Software.
- 13.3. RN PHILIPPINES, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in contravention of Clauses 5.1 and 5.2. RN PHILIPPINES shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
- 13.4. In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, RN PHILIPPINES has the right to immediately terminate the access or usage rights of the User to the Website and Services and to remove non-compliant information from the Website.
- 13.5. RN PHILIPPINES may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit RN PHILIPPINES to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by RN PHILIPPINES as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between RN PHILIPPINES or any person on its behalf and the User or where the User has consented to data transfer.
- 13.6. RN PHILIPPINES respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights

#### 14. TERMINATION

- 14.1. RN PHILIPPINES reserves the right to suspend or terminate a User's access to the Website and the Services with or without notice and to exercise any other remedy available under law, in cases where,
  - 14.1.1. Such User breaches any terms and conditions of the Agreement;
  - 14.1.2. A third party reports violation of any of its right as a result of your use of the Services;
  - 14.1.3. RN PHILIPPINES is unable to verify or authenticate any information provide to RN PHILIPPINES by a User;
  - 14.1.4. RN PHILIPPINES has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
  - 14.1.5. RN PHILIPPINES believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for RN PHILIPPINES or are contrary to the interests of the Website.
- 14.2. Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Website under the same account, a different account or re-register under a new account. On termination of an account due to

the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the Website by such User. The User shall ensure that he/she/it has continuous backup of any medical services the User has rendered in order to comply with the User's record keeping process and Patients.

#### 15. LIMITATION OF LIABILITY

- 15.1. In no event, including but not limited to negligence, shall RN PHILIPPINES, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:
  - 15.2. provision of or failure to provide all or any service by Nurses to End-Users contacted or managed through the Website;
  - 15.3. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website;
  - 15.4. any unauthorized access to or alteration of your transmissions or data; or
  - 15.5. any other matter relating to the Website or the Service.
- 15.5.1. In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the Website or the Services exceed, in the aggregate (100.00 pesos only).

#### 16. RETENTION AND REMOVAL

- 16.1. RN PHILIPPINES may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the SPI Rules. Computer web server logs may be preserved as long as administratively necessary.

#### 17. APPLICABLE LAW AND DISPUTE SETTLEMENT

- 17.1. You agree that this Agreement and any contractual obligation between RN PHILIPPINES and User will be governed by the laws of India.
- 17.2. Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or website applicability of this Agreement to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator website appointed by RN PHILIPPINES. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The

seat of such arbitration shall be Bangalore. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

- 17.3. Subject to the above Clause 9.2, the courts at Baguio City shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the Website or the Services or the information to which it gives access.

## 18. CONTACT INFORMATION GRIEVANCE OFFICER

- 18.1. If a User has any questions concerning RN PHILIPPINES, the Website, this Agreement, the Services, or anything related to any of the foregoing, RN PHILIPPINES customer support can be reached at the following email address: support@RNpinas.com or via the contact information available from the following hyperlink: [www.RNpinas.com/contact](http://www.RNpinas.com/contact).
- 18.2. In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer at: Name: Randy S. Occidental: support@RNpinas.com (Ask to be connected to the Grievance Officer) In the event you suffer as a result of access or usage of our Website by any person in violation of Rule 3 of the IG Rules, please address your grievance to the above person.

## 19. SEVERABILITY

- 19.1. If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

## 20. WAIVER

- 20.1. No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by RN PHILIPPINES. Any consent by RN PHILIPPINES to, or a waiver by RN PHILIPPINES of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

# Scheduling

## 1. TERMS OF SERVICE – ONLINE APPOINTMENT BOOKING.

- 1.1. PARTNERS - RN PHILIPPINES's esteemed Partners are nurses, clinic managers, and other medical Nurses, who are listed and have a profile on [www.RNpinas.com](http://www.RNpinas.com) and comply with the Terms of Use of [www.RNpinas.com](http://www.RNpinas.com).
- 1.2. ONLINE APPOINTMENT BOOKING FACILITY
  - 1.2.1. Online Appointment Booking is a facility offered by [RNpinas.com](http://RNpinas.com) to patients for booking appointments online with our partners.
- 1.3. OBJECTIVES OF ONLINE APPOINTMENT BOOKING FACILITY

The two-fold objective of [RNpinas.com](http://RNpinas.com) is to ensure:

  - 1.3.1. Excellent experience for our patients by minimizing their waiting time
  - 1.3.2. Excellent experience for our partners by maximizing their utilization of time
- 1.4. MANDATORY TERMS OF SERVICE FOR PARTNERS
  - 1.4.1. Every nurse should honor all appointments booked via [RNpinas.com](http://RNpinas.com).
  - 1.4.2. It is mandatory that the patient meets the same nurse with whom the appointment has been confirmed.
  - 1.4.3. The nurse should communicate about any expected delay/cancellation at least 10 hours prior to the scheduled time of appointment.
  - 1.4.4. Non-compliance to the above will lead to poor patient experience and may attract penalties from RN PHILIPPINES including, but not limited to, withdrawal of the 'Book' Privilege button and might have an adverse effect on the relevance score of the establishment on RN PHILIPPINES reserves the right to withdraw the 'Book' privilege button.
- 1.5. MANDATORY TERMS OF SERVICE FOR PATIENTS
  - 1.5.1. 'Instant - Book Appointment' button on [RN PHILIPPINES.com](http://RN PHILIPPINES.com) is a privilege given to the Patient. RN PHILIPPINES reserves the right to withdraw this in case of repeated instances of "Patient No Show".
- 1.6. PRIVILEGES FOR PARTNERS

For complying with the terms of service on [RN PHILIPPINES.com](http://RN PHILIPPINES.com), the partners will be offered following privileges:

  - 1.6.1. Online Appointments Booking Facility
  - 1.6.2. Patients can seamlessly book appointments 24x7 on RN PHILIPPINES or [www.RNpinas.com](http://www.RNpinas.com).
  - 1.6.3. Improve relevance score on [www.RNpinas.com](http://www.RNpinas.com).
  - 1.6.4. RN PHILIPPINES provides the services on "as is" and "as available" basis. RN PHILIPPINES does not represent, warrant or guarantee that your access to or use of [RN PHILIPPINES.com](http://RN PHILIPPINES.com): (a) will be uninterrupted or error free; or (b) will result in any requests for appointments. Notwithstanding anything contained herein, RN PHILIPPINES disclaims all liability for any act or omission of you, any Patient or other third party.

2. YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE

2.1. For Nurses (Guidelines)

- 2.1.1. Verification: Get verified by submitting your documents and adding your bank details.
- 2.1.2. Availability: Be available for online Home Nursing Service by being on the website as often as possible.
- 2.1.3. Quality of Experience: Treat the patient as you would in a hospital or clinic, and give advice and service to the best of your knowledge.
- 2.1.4. Response time: You are required to respond to a home service request within 3 hours of receiving the message. This website operates generally from 10 am to 8 pm.
- 2.1.5. Cancellations: If you feel a physical visit to the hospital is mandatory for accurate diagnosis and resolution of the case, please cancel the Home Nursing Service. This will refund the money back to the user.
- 2.1.6. Current Home Services: If you change status to 'unavailable', do complete all open conversations.
- 2.1.7. Nurse Listing: Great patient recommendations, responding fast, and checking the website frequently, get the Nurses listed higher on the Home Nursing Service list of available Nurses.
- 2.1.8. Termination: Poor performance or misuse on the platform may result in losing the privilege of the Nurse's listing on Consult Direct.

3. Settlement policy

- 3.1. All settlements to the Nurses will be made in 7 day cycles.
- 3.2. Any clarifications on the settlement period and policy can be sought by calling on 09989882021.
- 3.3. All refunds are subject to the discretion of RN PHILIPPINES.