

Terms of Use

Version 01 – January 2020

Intron Innovation Limited, a limited liability company headquartered in Lagos Nigeria, (“Intron”) is the owner and operator of www.intron.health as well as other related websites that we own and operate, our applications and/or APIs, and online services (collectively, the “Site”), as well as our services, offerings, and other interactions (e.g., customer service inquiries, user conferences, etc.) you may have with us (together with the Site, collectively referred to as our “Services”). By accessing or using our Services, you are agreeing to these terms and conditions (the “Terms”) and concluding a legally binding contract with Intron. These Terms should be read in conjunction with our Service Level Agreements (“SLA”) and Privacy Policy which all supersede these Terms of Use, in the event of any conflict.

You agree that if you are unsure of the meaning of any part of these Terms or have any questions regarding the Terms, you will not hesitate to contact us for clarification. These Terms fully govern the use of this website. No extrinsic evidence, whether oral or written, will be incorporated.

1.0. DEFINITIONS

Parties - “You” and “your” refer to you, as a user of our Services. A “user” is someone who accesses, posts, edits, browses, or in any way uses our Services. “We,” “us,” and “our” refer to Intron.

Content - “Content” means text, images, photos, audio, video and all other forms of data or communication.

“Your Content” means Content that you submit or transmit to, through, or in connection with our Services.

“User Content” means Content that users submit or transmit to, through, or in connection with our Services.

“Intron Content” means Content that we create and make available in connection with our Services.

“Third Party Content” means Content that originates from parties other than Intron or its users, which is made available in connection with our Services.

“Site Content” means all of the Content that is made available in connection with our Services, including Your Content, User Content, Third Party Content, and Intron Content.

“Services” means all of the products, facilities and amenities offered by Intron through this website which provides support for the entire medical ecosystem including the booking of appointments, managing, processing and storage of health records, as well as issuing prescriptions, amongst other things.

2.0. CHANGES TO TERMS OF USE

We may modify these Terms from time to time. You understand and agree that your access to or use of our Services is governed by the Terms effective at the time of your access to or use of our Services. If we make material changes to these Terms, we will notify you by email or by posting a revised version of the Terms on our Site. We will also indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. You understand and agree that your continued access to or use of our Services after the effective date of modifications to the Terms indicates your acceptance of the modifications.

3.0. USING OUR SERVICES

3.1. Eligibility

To access or use our Services, you must either have signed our SLA or have been authorised by a party that has signed out SLA. You also warrant that you are 18 years or older or you are being supervised by an Adults and that you have the requisite power and authority to enter into these Terms. You may not access or use our Services if we have previously banned you from our Site or closed your account.

3.2. Permission to Use the Site

We grant you permission to use our Services subject to the restrictions in these Terms.

3.3. Site Availability

Our Services may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

3.4. User Accounts

You must create an account and provide certain information about yourself in order to use the features that are offered through our Services. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

3.5. Communications from Intron

By creating an account, you agree to receive certain communications in connection with your use of our Services. For example, you might receive questions or requests from other Users related to using our Services. If you have subscribed to them, you also will receive email newsletters and other notifications. We provide unsubscribe links in all of our email footers if you no longer wish to receive those communications from us.

4.0. CONTENT

4.1. Content Guidelines

The purpose of our Services is to manage and support the entire medical ecosystem including booking appointments, to maintaining and sharing health records, issuing prescriptions and other related services. They are not intended to be utilized as a platform for self-medication or self-medical assessment. Please refer all medical questions or issues to your Doctor or health provider.

4.2. Responsibility for Your Content

4.2.1. You alone are responsible for Your Content and assume all risks associated with Your Content. You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein.

4.2.2. You may expose yourself to liability if, for example, (i) Your Content contains material that is false, intentionally misleading, or defamatory; (ii) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (iii) contains material that is unlawful, (iv) exploits or otherwise harms minors; or (v) violates or advocates the violation of any law or regulation.

4.3. Our Right to Use Your Content

We may use Your Content in a number of different ways, as provided under our Privacy Policy

4.4. Ownership

4.4.1. As between you and Intron, you own Your Content. We own Intron's Content, including but not limited to the visual interfaces, interactive features, graphics, design and all other elements and components of our Services excluding Your Content, User Content, and Third-Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the Intron's Content and our Services, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws.

4.4.2. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Intron's Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to our Services and the Intron's Content are retained by us.

5.0. RESTRICTIONS

- 5.1.** You agree not to, and will not assist, encourage, or enable others to use our Services to:
 - 5.1.1.** Violate our Content or Guidelines as set forth in these Terms
 - 5.1.2.** Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right
 - 5.1.3.** Threaten, stalk, harm, or harass others, or promote discrimination
 - 5.1.4.** Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not (Without Intron's express permission in writing)
 - 5.1.5.** Violate any applicable law

- 5.2.** You also agree not to, and will not assist, encourage, or enable others to:
 - 5.2.1.** Violate the Terms
 - 5.2.2.** Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our Services or Site Content (other than Your Content), except as expressly authorized by Intron in writing
 - 5.2.3.** Reverse engineer any portion of our Services
 - 5.2.4.** Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of our Services or on any materials printed or copied from our Services
 - 5.2.5.** Record, process, or mine information about other users
 - 5.2.6.** Reformat or frame any portion of our Services
 - 5.2.7.** Attempt to gain unauthorized access to our Services, user accounts, computer systems or networks connected to our Services through hacking, password mining or any other means
 - 5.2.8.** Use our Services or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses")
 - 5.2.9.** Use any device, software or routine that interferes with the proper working of our Services, or otherwise attempt to interfere with the proper working of our Services
 - 5.2.10.** Use our Services to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, our Services or Site Content
 - 5.2.11.** Remove, circumvent, disable, damage or otherwise interfere with any security-related features of our Services, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of our Services

- 5.3.** You will be liable any claims against Intron for your breach of any of the abovementioned restrictions. Should you be aware or suspect that your account or

any other account is in breach of these restrictions, please contact Intron via our email - intron@intron.io

6.0. PRIVACY AND COPYRIGHT/TRADEMARK DISPUTES

6.1. Privacy

Your use of our Services is subject to Intron's Privacy Policy available on this platform - www.intron.io/privacy

6.2. Copyright and Trademark Disputes

If you believe that your copyright or trademark is being infringed through our Services, please send us a written notice at intron@intron.io with the following information:

- 6.2.1.** Identification of the copyrighted or trademarked work that you claim has been infringed;
- 6.2.2.** Identification of the allegedly infringing content, and information reasonably sufficient to permit Intron to locate it on our Site (e.g., the URL for the web page on which the content appears);
- 6.2.3.** A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright/trademark owner, its agent, or the law;
- 6.2.4.** A statement by you that you attest, under penalty of perjury, that the information in your notice is accurate and that you are the copyright/trademark owner or authorized to act on the owner's behalf; and
- 6.2.5.** Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

6.3. If you believe that your content should not have been removed for alleged copyright or trademark infringement, you may send us a written counter-notice with the following information:

- 6.3.1.** Identification of the copyrighted or trademarked work that was removed, and the location within our Services where it would have been found prior to its removal;
- 6.3.2.** A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification. For trademark disputes only: information reasonably sufficient to explain why you believe you are not infringing the trademarked work;
- 6.3.3.** A statement that you consent either to the jurisdiction of (a) the Federal High Court closest to where your address is located, if you live in Nigeria, or (b) any judicial district in which Intron is located if you live outside Nigeria.
- 6.3.4.** Please also include a statement that you will accept service of process from the person who sent the original infringement notice to Intron, or an agent of such person;
- 6.3.5.** Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

6.4. We will respond to all such notices and comply with applicable law. We reserve the right to remove content alleged to be infringing without prior notice and at our sole

discretion. We also reserve the right to terminate a user's account if the user is determined to be a repeat infringer. You can send us your copyright or trademark notices to: intron@intron.io

7.0. SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Intron and its users any claims and assertions of any moral rights contained in such Feedback.

8.0. THIRD PARTIES

Our Services may contain links to third party websites. When you click on a link to any other website or location, you will leave our Services and you will be subject to the terms of use and privacy policy applicable to those websites. We have no control over, do not review, and cannot be responsible for, these outside websites or their content, and your use of such websites is at your own risk. The links to third party websites or locations are for your convenience and do not signify our endorsement of such third parties or their products, content or websites. Some of the services made available through our Services may be subject to additional third party or open source licensing terms and disclosures, which are incorporated herein by reference.

9.0. INDEMNITY

9.1. You understand and agree that you are personally responsible for your behaviour on our platform as you access our Services.

9.2. You agree to indemnify, defend, and hold Intron, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "Intron Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of our Services, (ii) your violation of the Terms, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Intron reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Intron. Intron will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10.0. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE INTRON ENTITIES TO YOU. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER

SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING OUR SERVICES. BY ACCESSING OR USING OUR SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- 10.1.** Our services are made available to you on an “as is” and “as available” basis, with the express understanding that the intron may not monitor, control, or vet user Accounts or content. As such, your use of our services is at your own discretion and risk. The intron entities make no claims or promises about the quality, accuracy, or reliability of our services, its safety or security, or the site content. Accordingly, the intron entities are not liable to you for any loss or damage that might arise, for example, from our service’s inoperability, unavailability or security vulnerabilities or from your reliance on the quality, accuracy, or reliability of our services, or information found on, or made available through our services. Intron makes no claims or promises with respect to any third party, such as the security of their services, professional advice or abilities, etc. Accordingly, the intron entities are not liable to you for any loss or damage that might arise from their actions or omissions.

- 10.2.** Intron is not a healthcare facility, healthcare provider, medical professional, physician or an employer of medical professionals or physicians, and is not responsible in any way for the diagnosis, advice or treatment received via this platform. The services provided by Intron are not designed to, and do not provide medical advice, professional medical diagnosis or opinion, medical treatment, psychological therapy or medical services. Use of our services does not create a patient/physician relationship and is not a substitute for professional medical advice, diagnosis or treatment by a physician or other healthcare provider. If you believe you are confronted with any health problem or medical condition, you should promptly consult your physician or other healthcare provider. Never disregard medical or professional advice, or delay seeking it because of information you have received through our services. If you are presented with a medical emergency, you should immediately call for emergency medical assistance or your physician.

- 10.3.** Your sole and exclusive right and remedy in case of dissatisfaction with our services or any other grievance shall be your termination and discontinuation of access to or use of our services.

- 10.4.** The intron entities’ maximum aggregate liability to you for losses or damages that you suffer in connection with our services or these terms is limited to and shall not exceed the sum of Ten Thousand Naira (N10,000.00)

- 10.5.** You agree and understand that any dispute, cause of action and or claims that may arise out of your use of our services shall be commenced within six (6) months of the cause of action, dispute or claims. Any cause of action, dispute and or claims commenced after this six-month period shall be foreclosed and barred in every way whatsoever.

- 10.6.** The intron entities disclaim liability for any (i) indirect, special, incidental, punitive, exemplary, reliance, or consequential damages, (ii) loss of profits, (iii) business interruption, (iv) reputational harm, or (v) loss of information or data.

11.0. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of Use shall be interpreted and governed by the laws in force in the Federal Republic of Nigeria. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the Courts of Nigeria and to waive any objections based upon venue.

12.0. ARBITRATION

12.1. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions of Use, involving one user or several users (Class Action) will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Nigeria in English and governed by Nigerian law pursuant to the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004, as amended, replaced or re-enacted from time to time.

12.2. The Arbitrator shall be appointed by mutual agreement between the Parties and shall be a person who is legally trained and who has experience in the information technology field in Nigeria and is independent of either party.

12.3. In the event that the Parties are unable to agree on the appointment of the sole arbitrator within fourteen (14) days after the declaration of a dispute, an application may be made by either Party to the Chairman of the Chartered Institute of Arbitrators UK (Nigeria Branch) to make such appointment.

12.4. A dispute is deemed as declared when a Party delivers a written notice to that effect to the other Party.

12.5. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

13.0. TERMINATION

13.1. You may terminate the Terms at any time by closing your account, discontinuing your use of our Services, and providing Intron with a written notice of termination to us by email intron@intron.io

13.2. In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions of Use or revoke any or all of your rights granted under the Terms and Conditions of Use.

13.3. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without

limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination.

14.0. Miscellaneous Provisions

- 14.1.** You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 14.2.** Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Use to any third party is prohibited unless agreed upon in writing.
- 14.3.** We reserve the right to modify, update, or discontinue our Services at our sole discretion, at any time, for any or no reason, and without notice or liability.
- 14.4.** We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through our Services.
- 14.5.** Any failure on Intron' part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 14.6.** If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- 14.7.** The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Intron' prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.
- 14.8.** The section titles in the Terms are for convenience only and have no legal or contractual effect.