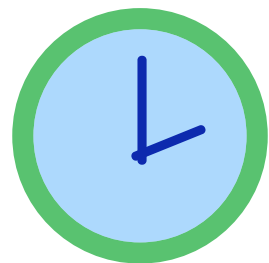




Terms and Conditions



Celo Terms and Conditions of Use

Use of the Celo Platform ("Celo", "Platform", "Service"), by you, the customer ("You", "Customer", "User"), is subject to the following terms and conditions ("Agreement") and associated policies: Please read and understand our Celo Acceptable Use Policy ("Acceptable Use Policy"), our Celo Business Associate Agreement ("BAA"), our Celo Data Processing Agreement ("Data Processing Agreement"), our Celo Data Protection Impact Assessment ("DPIA"), the Celo Data Protection Policy, the Celo Cloud Policy ("Cloud Policy") and our Celo Privacy Policy ("Privacy Policy"), ("Associated Policies") carefully. These documents and other documents mentioned throughout this agreement can be found at <https://www.celohealth.com/legal/>.

The Agreement

Celo ("Celo" or "we"), is providing you with access to the Celo Platform on the condition that you agree with and accept all of the terms and conditions set out in this document. These Terms and Conditions of Use, together with all updates, and Associated Policies and agreements as amended from time to time and hereby deemed to be incorporated, shall constitute the "Agreement". For the avoidance of doubt this includes our Celo Acceptable Use Policy ("Acceptable Use Policy"), our Celo Business Associate Agreement ("BAA"), our Celo Data Processing Agreement ("Data Processing Agreement"), our Celo Data Protection Impact Assessment ("DPIA"), the Celo Data Protection Policy, the Celo Cloud Policy ("Cloud Policy") and our Celo Privacy Policy ("Privacy Policy"), and all other policies ("Associated Policies").

Customer

The customer ("You", "Customer", "User") is defined as either an end-user or customer subscribing to the service. For the avoidance of doubt, by agreeing and accepting all of the terms and conditions set out in this Agreement, an end-user using Celo under the license of their employer subscribing to the service is still bound by the Terms and Conditions of this agreement. This agreement applies to both an end-user of the service and an organization providing the service to their employees.

Definition of the Service

The Celo Platform consists of Celo, Celo Business and Celo Enterprise.

Celo provides you with access to the Platform along with the included services that we provide now or in the future, including secure messaging services, healthcare workspace creation, secure healthcare networking services, and communication services, and other Celo features (the "Services").

To access the Platform, you must create a verified Celo account. Once you have created an account, you have the ability to use the Platform.

The Platform consists of software systems and documentation provided by Celo and its suppliers for use only under these terms and conditions. Celo and/or Celo's suppliers retain ownership of the Celo Platform and associated services or features provided by the Celo Platform and any other component of the Service itself and reserve all rights not expressly granted to you. Celo, at its discretion, may make available future updates to the Platform. The Celo Platform updates, if any, may not necessarily include all existing software features or new features that Celo releases for newer browser versions or other devices. The terms of this License will govern any software updates provided by Celo that replace and/or supplement the original Celo Platform you initially signed up to.

Your Agreement

By creating your Celo account, you agree to the Celo Terms and Conditions of Use and understand the associated policies and you will be entering into a binding legal agreement as detailed in this Agreement. If you do not agree to the terms of this Agreement, do not access the Celo Platform / or use the Services provided. If you have any questions about the terms and conditions in this Agreement contact us at support@celohealth.com.

Subscriptions and Pricing

Celo is available for free with a limited feature set that may change from time to time at our sole discretion.

Celo Business and Celo Enterprise are accessible for a fee on a recurring periodic subscription basis ("Subscription"). If you choose a Subscription, we will display the basis on which it is offered before you purchase it. You will be charged in advance of the service. Celo Business and Celo Enterprise pricing is outlined in a separate agreement ("Service Agreement") per customer. The Service Agreement shall be automatically renewed for successive periods of the service term ("service term") as defined in the Service Agreement unless written notice is given by the customer no later than 30 days before the end of your current service term.

We may from time to time change our subscription fees. Changes will apply to any subsequent renewal or new Subscription. We will inform you of any change in subscription fees at least 14 days before the change is due to take effect. If you do not agree to such a change, you may cancel the Subscription as described further below.

Provision of Service

In some limited circumstances, we may need to suspend the provision of the Service (in full or in part) for one or more of the following reasons:

To fix technical problems, apply new versions of our



software, or to make necessary minor technical changes; or

To update the Service to comply with relevant changes in the law, the requirements of anyone holding rights to the Service, or other regulatory requirements.

All reasonable efforts will be made to advise users in relation to planned maintenance, but no unfettered commitment to this is provided.

Celo will make every reasonable effort to provide each user with an uninterrupted service. We will also make every reasonable effort to provide support for our services.

We may suspend or terminate your Subscription if you breach the Agreement. We value our engagement with our community of users and will make every effort to be sensible and proportionate when considering any breaches.

You, as the Celo user, are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). You shall also be responsible for maintaining the security of the Equipment, and best security practices for their users relating to change of passwords and device control. Celo is not liable for your failures to obtain, maintain and secure Equipment.

If there is a problem with the Platform, please contact us at support@celohealth.com or visit our [Celo Help Centre](#).

Cancellation

You will be provided access to the Service from the moment that you activate your account by submitting your details and accepting these Terms and Conditions of Use.

You may cancel your user account with us at any time. You will be able to use Celo up until the end of your billing period and you will then be downgraded to a free Celo account. All Payments for Celo Business are in advance, in line with SaaS industry-standard billing practices.

We may ask you why you have chosen to cancel and may use any answers you provide to improve our content and services; however, please note that you are under no obligation to provide any details if you do not wish to.

For Celo Business and Celo Enterprise customers, please refer to your Service Agreement for your cancellation information.

A customer that cancels a subscription (or whose subscription is terminated) is not entitled to any refund for any pre-paid fee. Customers can continue to use Celo for any prepaid subscription period.

Celo's Acceptable Use Policy

Your use of the Celo Platform should be in line with the

Acceptable Use Policy. If you have not already read Celo's Acceptable Use Policy, you should do so now on our [legal](#) page.

Celo's Business Associate Agreement

The Celo Business Associate Agreement ("BAA") is appended to and made part of this Agreement. The BAA describes the rights and obligations of the User (the Covered Entity) and Celo (the Business Associate) and is required for relationships between US Covered Entities and their Business Associates in which the Business Associate processes, stores or transmits Protected Health Information (PHI) on behalf of the Covered Entity. If you have not already read Celo's BAA you should do so now on our [legal](#) page.

Celo's Cloud Policy

Any data you upload to the Celo Platform, including but not limited to User Generated Data (as defined in our Celo Cloud Policy and which may include patient information) is processed as outlined in our Celo Cloud Policy. If you have not already read Celo's Cloud Policy, you should do so now on our [legal](#) page.

When creating and using your Celo account, it is your responsibility to select the correct country where you practice, to ensure you comply with relevant data regulations in regards to data storage location. Celo shall not be liable for any loss, damage or compliance breach, resulting from your failure to specify your correct country location.

Celo's Privacy Policy

Except as otherwise expressly provided for in this Agreement, the Service is subject to Celo's Privacy Policy. If you have not already read Celo's Privacy Policy, you should do so now on our [legal](#) page.

Celo's Data Processing Agreement

Celo, is providing you with access to the Celo Platform on the condition that you agree with and accept all the items laid out in the Data Processing Agreement.

Any data you upload to the Celo Platform, including but not limited to User Generated Data (which may include patient information) is processed according to the Data Processing Agreement between Celo and user. If you have not already read Celo's Data Processing Agreement, you should do so now on our [legal](#) page.

Celo's Data Protection Impact Assessment

Celo regularly undertakes a full data protection impact assessment. This DPIA identifies and allows us to minimize any risks associated in collecting Celo user data and processing any User Generated Data (which may include patient information). Celo's DPIA, is available on request. You can view a summary of our DPIA on our [legal](#) page.



Your Information

You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("User Data"). You further agree to maintain and update your User and Billing Data as required to keep it accurate, current, and complete for your benefit and for the benefit of other Celo Users. Celo may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that Celo may store and use the Registration and Payment Data you provide for use in maintaining your accounts and billing.

In order to provide Celo services, Celo may use some Customer personal information. By using Celo, Customer agrees to the collection and use of information in accordance with this policy.

While using Celo, Celo may ask you to provide Celo with certain personally identifiable information that can be used to contact or identify you. However, you may choose to opt-out of Celo using any of your user data; if you choose to do so, your experience of the Celo platform may be sub-optimal.

Personally identifiable information may include, but is not limited to Customer name, Position, Phone Number, Email, Photo ("Personal Information"). Other information used also may include Professional Registration Numbers and Identity documents. This information is only used to provide the services of Celo. Log Data: Like many applications, Celo collects information that the User sends whenever you visit Celo ("Log Data"). This Log Data may include information such as Customer Internet Protocol ("IP") address, the time and date of Customer visit, the time spent using the application and other statistics. In addition, Celo may use third party services such as Google Analytics that collect, monitor and analyze this.

All information that is transmitted using Celo and uploaded onto Celo platforms remains property of the Celo user, this includes but is not limited to patient information. Think of Celo as a bank. When you deposit 10 dollars in the bank you own that money and the bank keeps it safe for you. They have no right to spend or move the money without your permission or instruction except in the case of legal request/court order. In the same way, the data you create using Celo is banked by you in Celo. You own this data. All patient information is protected using Celo's leading best practice security measures and access to customer data by Celo and/or its contractors is audited and only for providing the Celo services. Any access to customer data in the provision of Celo services is encrypted and therefore no actual content of customer data is available unless audited in accordance with legal authority to do so; you will be notified if this occurs. All Celo information is stored in an encrypted state, including images and documents. Celo information is only accessible to Celo users that have the authorization to view that information and is logged accordingly. Celo staff do not have the authorization to access any data uploaded or transmitted by Celo users. Celo will report any breach of its

secure servers in line with global accreditation requirements.

Specifically related to HIPAA, the Celo platform enables our users to Use (share within their healthcare organization) or Disclose (share with another healthcare organization) patient data as allowed by the US HIPAA Regulations. Under the HIPAA Privacy Rule, Protected Health Information (PHI) may be Used or Disclosed for treatment, payment or healthcare operations without patient consent. Uses and Disclosures must follow the HIPAA regulations, including the Minimum Necessary rule, and must comply with the policies and procedures of the Celo user's organization.

Specifically related to the use of Celo in Canada: As a healthcare provider in Canada, it is a legal requirement to follow Canadian privacy regulations when communicating Protected Health Information (PHI) with patients using electronic methods. To comply with these regulations, you can use Celo's secure communication platform, but you must obtain explicit consent from your patients. This means that you must inform your patients about the technology you use to transmit PHI, and get their explicit permission to use it for electronic communication of PHI. Obtaining consent is your legal responsibility as a healthcare provider, and it helps you comply with PIPEDA and other Canadian privacy regulations.

Data collection of End User accounts: Data remains on the Celo Platform and is accessible by Celo Users. It is important to note that Celo services are delivered to you in conjunction with Microsoft using the Microsoft Azure platform where hosting and infrastructure is located in Microsoft Azure data centers around the world. All third party client data stored by Celo is on Microsoft Azure servers located as specified in our Cloud Policy. Celo employs best practice business processes to protect customer data as well as regularly performing industry-standard security testing in regards to the safeguarding of Customer data.

Security: Celo is committed to protecting the security of user data and user generated data transmitted using the platform. Celo employs leading and best practice security measures designed to protect all confidential and personal information from unauthorized access. Regardless of best efforts, no data transmission over the Internet or other network, including Celo's services can be guaranteed to be 100% secure. You acknowledge this in accepting the use of Celo services. In the event of an unlikely security incident, Celo will notify its customers if their data is accessed by, or disclosed to an unauthorized party. In addition to personal information (name, Position, Phone Number, Email, Photo), Celo also stores the personal health data of the user's third party clients (patients) on behalf of the user. Celo does not use user-generated data or personal health data, it only processes and stores it securely. User personal information is collected by Celo directly and only from the Celo user. User-generated data includes the personal health data of third parties and is provided by the Celo user.



Intellectual Property

Information and content accessible through the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share any information or content unless you have the right to do so. You, not Celo, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Services, or use the Services to spam others.

The graphics, logos, page headers, button icons, scripts, and service names appearing on the Celo Site are protected trademarks, trade dress or other rights of Celo and may not be used in connection with any other product or service that is likely to cause confusion among customers, or in any manner that disparages or discredits Celo or the other owners of the rights. By using the Celo service, you grant Celo the right to use your customer logo (s) on Celo marketing material, including websites and brochures unless as a customer you explicitly advise otherwise.

Amendment, Withdrawal or Removal of Features of the Service. The Service is intended to be an innovative and dynamic environment and may amend, withdraw or remove features of the Service at any time, and without prior notice to you.

You acknowledge that, as between you and Celo, Celo owns and retains all right, title and interest in the Intellectual Property Rights in the Services. You own and retain all right, title, and interest in the Intellectual Property Rights in Your Data. “**Intellectual Property Rights**” means any or all intellectual and industrial property rights throughout the world whether or not now existing and whether or not registered or registrable and including rights in respect of or in connection with: (i) any confidential information; (ii) copyrights (including future copyright and rights in the nature of or analogous to copyright) and other rights associated with works of authorship; (iii) moral rights; (iv) inventions; (v) trademark and trade name rights and similar rights, service marks; (vi) trade secret rights; (vii) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (viii) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future.

You, and not Celo, are responsible for maintaining and protecting all of Your Data. Celo will not be liable for any loss or corruption of Your Data, or for any costs or expenses associated with backing up or restoring any of Your Data.

Termination of Your Right to Use the Service

Celo may terminate your use of the Service for your breach of this Agreement.

Upon termination for any reason, your right to use the Service, and all associated rights, shall immediately terminate, and you shall cease having access to the Service and will have no further rights to use the Service. Termination of your right to use the Service shall not relieve you of any obligations arising or accruing prior to such

termination or limit any liability that you otherwise may have to Celo. You will not be entitled to any refund for any pre-paid fee.

Additional Terms

Entire Agreement: This Agreement, together with the Celo Business agreement and/or Enterprise agreement (if applicable), outline the entire understanding between you and us relating to the Celo Platform.

Celo: Celo means all companies in the Celo group of companies including Celo Limited, Celo Health Pty Ltd and Celo Health, Inc. The contact details for these companies is listed at bottom of this document.

Force Majeure: Performance of the Service may be subject to delay and interruption due to causes beyond our control, such as acts of God, power failure, acts of terrorism, epidemics, pandemics, natural disasters such as earthquakes and fires, equipment failure, and the like.

Disclaimer of Warranties: The Service and all materials, information, software, facilities, services, are provided “as is” and without express warranties or promises of any kind. In the absence of any negligence or other breach of duty by us, your use of the Service is entirely at your own risk. In particular, we do not expressly promise that the functions contained in the Service will be available, uninterrupted or error-free, that defects will be corrected or that the Service or the servers that may be used to make the Service available are free of viruses or other harmful components. We do not promise or make any representations regarding the use of the results of the use of the material, information, software, facilities, services and content in the Service, or any external websites linked to the Service in terms of their correctness, accuracy, reliability or otherwise. We make no promises that your use of the software, facilities, service and content in the Service, or any other content on any website will not infringe the rights of others, and assume no liability or responsibility for errors or omissions in such materials, information, software, facilities, services or content of the Service, or any other website or content. This paragraph does not affect your statutory rights, including without limitation your ability to rely on implied warranties permitted to you by law.

Limitations of Liability: We will only be required to compensate you for any loss or damage you may suffer in connection with the Service if: (a) we fail to carry out any of our obligations under this Agreement to a reasonable standard or if we breach any duties imposed on us by law (including if we cause death or personal injury by our negligence); and (b) such failure is not attributable to: (i) your own fault; (ii) a third party unconnected with our performance of this Agreement (e.g. problems due to your network provider or the performance of your access equipment); or (iii) any other events which neither we nor our suppliers could have foreseen or prevented even if we or they had taken reasonable care. To the extent permitted by law, our maximum aggregate liability in respect of the Services is limited to the subscription fees charged during the 12-month period preceding the date of the claim giving rise to the



liability. Our liability shall not in any event include liability for consequential or indirect loss, loss of revenue or profits, loss of business opportunities, loss from business interruptions, loss of anticipated savings, damage to reputation, or loss of data, even if such liability is fairly and reasonably considered to arise naturally (according to the usual course of things) from the fact, matter or circumstances giving rise to the relevant claim. Contact us regarding any problems you have as soon as reasonably practicable. Claims may be reduced or rejected if you delay unreasonably or if we have not been given an opportunity to put matters right.

Nothing in these Terms seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents, suppliers or subcontractors); or for fraud or fraudulent misrepresentation.

Assignment: We may transfer our rights and obligations under the Agreement to another organization without consent. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

Severability: If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

No Waiver: Even if we delay in enforcing the Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

Limits on Your Use of the Service: You will use the Service only in compliance with Celo's terms and conditions of use and all applicable laws and regulations. You hereby agree to indemnify and hold harmless Celo against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from your use of Services. Celo shall not be held liable for any breach of security that results from improper use of their services by you, improper management of user passwords by you, or a hacker/third party circumventing Celo's industry-standard security practices.

No Ownership Rights: You are only granted a limited right to access the Service in accordance with this Agreement. All title to, ownership of and all copyright and other proprietary rights in the Service shall at all times remain vested in Celo. Your use of the Service does not give you any ownership

rights in any part of the Service. In addition, you agree you may not rent, lease, lend, sell, redistribute or sublicense the Celo Software or Service. You may not copy, decompile, reverse engineer, decompile, disassemble or attempt to derive the source code or object code, modify, or create derivative works of the Celo Software and application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Celo Software). Any attempt to do so is a violation of the rights of Celo, in violation of this Agreement and may be subject to prosecution and damages.

Personal Use of the Service: You also agree that the Service is provided for your own use. You also agree that you will not share your password to, or any printed portions of, the Service with any other person. The rights being granted to you are personal in nature to you and may not be shared with, transferred or otherwise assigned to anyone else. This clause refers to the nature of using Celo as an end-user.

Unauthorized Use of Your Account: You agree to promptly notify Celo of any known or suspected unauthorized use(s) of your account for the Service, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information. Such notification should be sent via email to support@celohealth.com. Celo shall not be liable for any loss or damage resulting from your failure to safeguard your password and account.

Enforcement of These Terms Except as described in this paragraph: Any other use of the Service violates the terms and conditions of this Agreement for the Service and is strictly prohibited. We will pursue our legal and other rights against violators to the full extent permitted under applicable laws and regulations. In addition, you agree that Celo has the right, without liability to you, to disclose any User Data and/or account information to competent law enforcement authorities, government officials, and/or a third party, as Celo believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Celo's right to cooperate with any legal process relating to your use of the Service, and/or a third party claim that your use of the Service is unlawful and/or infringes such third party's rights).

Your acceptance of the Agreement will operate as an agreement made under, and will be governed by, the laws of New Zealand. You and Celo submit to the non-exclusive jurisdiction of the New Zealand courts. Other applicable laws, Celo policies and other documentation may apply to your use of the Platform and the Services, depending on the country in which you reside or are domiciled, as advised to you from time to time by Celo.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the



subject matter of this Agreement. Celo has the discretion to amend the Agreement at any time, on the basis that any material change to the Agreement will be notified to users (by way of email notification or through a notification posted on the Platform) at least 1 week before it is effective. By continuing to use the service you agree to these new changes. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you, the customer, do not have any authority of any kind to bind Celo in any respect whatsoever. Any notice you send to Celo must be sent to support@celohealth.com. Any notices we send to you will be sent to the email address you've provided us through your Subscription. Terms and Conditions are subject to change at any time.

Dispute Resolution: Contact us regarding any problems you have as soon as reasonably practicable. Where any question, dispute or difference (**Dispute**) arises no party may commence legal proceedings relating to that Dispute without the prior written consent of the other party, unless that party has first complied with the remainder of this section. In the event of a Dispute, the party initiating the Dispute must give written notice of the Dispute to the other party and the parties must as soon as practicable meet and negotiate in good faith to settle the Dispute.

In the event that the Dispute is not resolved following good faith negotiations, the parties must explore whether the Dispute can be resolved using informal dispute resolution techniques such as mediation or independent expert appraisal. The rules governing any such technique may be as agreed between the parties or if the parties are unable to agree on a technique, such technique as recommended by the New Zealand Law Society.

If the Dispute is not resolved by agreement within 30 days of the written notice of the Dispute pursuant to this section (or such further period as agreed in writing between the parties) any party may refer the Dispute to the New Zealand courts.

Nothing in this clause precludes a party from taking immediate steps to seek an urgent injunction from an appropriate New Zealand court.

Contact Celo

Celo New Zealand Head Office

Celo Limited
Level 1, 63 Ponsonby Road, Auckland,
New Zealand, 1011

Celo United States of America

Celo Health, Inc.
2815 Elliott Ave Suite 100
Seattle
WA 98121
United States

Celo United Kingdom

Celo Limited
Grosvenor Gardens 52, Grosvenor Gardens,
Belgravia, London,
United Kingdom, SW1W-0AU

Celo Australia

Celo Health Pty Ltd
3/45 Watt St, Newcastle, NSW,
Australia, 2300

Contact details

support@celohealth.com

