

## Terms and Conditions

DO NOT USE THIS WEBSITE IN CASE OF MEDICAL EMERGENCIES  
IF YOU HAVE A HEALTH EMERGENCY, YOU SHOULD GO TO AN IMMEDIATE HEALTH CARE CENTER

The use of this website, as well as the services and tools provided through it, is conditioned to the acceptance by you of the terms of use described below.

Please read the following terms carefully before using this site. By accessing and using this website, you express your acceptance of the terms of use and express your consent to comply with the provisions contained therein. If you do not agree to these terms and conditions, please do not use our services.

### What Service does Seems Possible Provide?

Seems Possible is designed to offer information and a means to enable you to obtain in-person consultations and treatment for common medical conditions by facilitating the connection between you and nearby health care professionals through the use of the Application.

### Consent to In-Person Care

You hereby consent and authorize the treating providers you engage through the use of the Seems Possible Application (“Application”), to provide routine medical care and treatment, such as physical exams, diagnostic procedures, treatment of illnesses and injuries, and/or make necessary referrals.

### General Terms and Conditions

By accessing or using the Services, you agree to bound by this Agreement as posted and accessible through our Application or website at the time of your access or use and to use the Services in accordance with the terms and conditions of this Agreement, our Privacy Policy [www.knokcare.com](http://www.knokcare.com) and any additional terms and conditions that are referenced herein or that otherwise may apply to specific features of the Services, or to products or services that we make available to you through the Services (all of which are deemed part of this Agreement). If you do not agree to the terms and conditions of use for the Services as set forth in this Agreement, you may not use the Services.

The Web is an evolving medium. If we need to change the terms of this Agreement in the future, we will post the revised Terms and Conditions of Use through our Application or website and update the “Last Revised” date, below, to reflect the date of the changes. You agree to review these Terms and Conditions of Use each time you use the Services so that you are aware of any modifications made to this Agreement. By continuing to access or use the Services after we post such changes, you agree to the terms of this Agreement, as modified.

## How to Use the Application?

To use the Application, you first need to sign up with Seems Possible. When signing up, you are obligated to provide us with certain information, such as your name, address and date of birth. In the future, we may also require users to provide insurance information. Upon successful completion of the sign up process, we will provide you with a personal account, accessible for you with a password of your choice.

You have to be 18 years of age or older and reside in a jurisdiction in which we offer the Application to use the Application. To the extent the patient is under the age of 18, you represent you are the patient's parent or legal guardian and are duly authorized under state law to act on behalf of the minor. All references to "you" shall be deemed to include the minor patient where such reference applies to the individual receiving care or treatment.

The Application is designed to enable you to send a request for non-emergency medical consultation services to a health care professional. The GPS receiver – which should be installed on the mobile device on which you have downloaded the Application – detects your location. The Application identifies to you healthcare professionals who have licensed the Application from us and that have engaged us to perform related services. You will be able to select a health care professional who you wish will perform healthcare services you. After your selection, the Application then sends a message to the professional you selected that asks the professional whether he or she would like to provide you with the requested healthcare services. In the event a health care professional agrees to provide you with healthcare services, the Application schedules those services and bills you on behalf of the healthcare professional. We make no representation or warranty to you any health care professional will be available to perform health care services

Seems Possible is not engaged in the practice of medicine, does not provide medical services, and is not a health care provider. The health care professional with which you establish a treatment relationship is solely responsible for providing you with medical services. We only act as a technology platform to connect you with health care professionals who may be interested in providing you with medical services.

## Your Use of the Services

You represent and warrant that the information you provide to us is accurate and complete. You acknowledge and agree that we are entitled at all times to verify the information provided and to deny your use of the Services at any time for any reason or no reason.

You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Application for your device. We are not liable if you do not have a compatible device or if you download the wrong version of the Application for your device.

By accessing or using the Services, you further agree that:

- You will only use the Services for your sole, personal use and you will not resell them to a third party;
- You will not copy or distribute the Services or other Services content;
- You will not upload or transmit any communications or content of any type that infringes or violates any rights of any party;
- You will not use the Services for any purpose in violation of Portuguese law;

- You will not use the Services as a means to distribute advertising or other unsolicited material to any third party;
- You will not impersonate another person;
- You will not post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion;
- You will comply with all applicable third party terms of agreement when using the Services (e.g., your wireless data service agreement);
- You will ensure that no unauthorized person shall have access to your mobile device or your Application passwords or accounts;
- You will promptly notify us in the event your Application passwords or accounts have been compromised;
- You will not assign or otherwise transfer your account to any other person or entity;
- You will not try to harm the Services or impair the proper operation of the network in any way whatsoever; and
- You will provide us with whatever proof of identity we may request.

We reserve the right to immediately terminate your use of the Services should you fail to comply with any of the foregoing rules.

You are free to establish a hypertext link to our Services so long as the link does not state or imply any sponsorship of your website or service by us or by our Services. However, you may not, without our prior written permission, frame or inline link any of the content of our Services, or incorporate into another website or other service any of our material, content or intellectual property.

### **Our Right to Use User-Provided Content**

We may, in our sole discretion, permit you to post or submit content and other materials through the Services (collectively, “User-Provided Content”). You grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such User-Provided Content, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose that we choose. Also, you grant us, and anyone authorized by us, the right to identify you as the author of any User-Provided Content submitted by you. You will not receive any compensation of any kind for the use of any User-Provided Content submitted by you.

You acknowledge that Seems Possible only acts as a passive conduit for the distribution of the User-Provided Content and is not responsible or liable to you or to any third party for the content or accuracy of the User-Provided Content. You understand that we have no obligation to monitor any areas of the Services through which users can post User-Provided Content. However, we reserve the right at all times, in our sole discretion, to screen User-Provided Content and to edit, move, delete, and/or refuse to accept any User-Provided Content that in our judgment violates this Agreement or is otherwise unacceptable or inappropriate, whether for legal or other reasons.

Any use by you of the User-Provided Content is entirely at your own risk. You represent and warrant that any User-Provided Content posted or transmitted by you is original to you and does not copy

the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or publicity rights and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the right to grant the license described above.

You agree to indemnify and hold harmless Seems Possible, Seems Possible's affiliates, and each of its and their respective directors, officers, managers, employees, shareholders, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of any User-Provided Content posted or transmitted through the Services by you or by others using your account.

## Payment

There is no charge to register with us or download the Application on your mobile device. You are charged only when you actually use the Services by scheduling a consultation with a health care professional. Each health care professional sets his or own fees for his or her time and services, but your payment to them includes a portion that is retained by us for our administrative Services in connection with the Application. We reserve the right to introduce a fee in the future for downloading the Application as registering with us. If we decide to introduce such a fee, we will inform you accordingly and allow you to either continue or terminate your account.

The rates that apply for in-person medical consultation services provided by the health care professionals can be found on our website and through the Application. These may be modified or updated from time to time. It is your own responsibility to remain informed about the current rates for the medical services made available through the Application.

Seems Possible shall, on behalf of the health care professional, charge you for the medical services provided to you by that health care professional. You agree that you will pay for all medical services you receive from the health care professional, and that Seems Possible may charge your credit card account, as provided by you when registering for the Services, for the medical services including any taxes and late fees, as applicable, that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing Seems Possible with a valid credit card account for payment of all fees at all times. Any payment made is non-refundable.

We use a third-party payment processor (the "Payment Processor") to link us to your credit card account. The processing of payments or credits, as applicable, in connection with your use of the Application will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to this Agreement. We are not responsible for any errors by the Payment Processor or your credit card issuer. In connection with your use of the Services (and specifically in connection with your scheduling of a in-person consultation with a health care professional), Seems Possible will obtain certain transaction details, which we will use solely in accordance with our Privacy Policy.

At present we do not process any insurance claims, nor will the health care professionals process claims on your behalf. Although the consultations/treatments you receive from health care professionals through the Application may or may not be covered by your insurance, it is solely up to you to contact your health plan, determine whether coverage applies and submit a claim. You are responsible for the full fee (and for paying the fee in advance) regardless of whether you later are able to receive reimbursement from your health plan for part or all of the cost.

## Intellectual Property Ownership

Seems Possible alone (and its licensors, where applicable) shall own all right, title and interest, including all intellectual property rights, in and to the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Services shall be owned solely and exclusively by Seems Possible, and/or, as applicable, Seems Possible's third-party vendors, as shall any and all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide therein and thereto, and you hereby assign to Seems Possible any and all of your rights, title or interests in the Services or any modification to or derivative work of the Services. You shall not remove or authorize or permit any third party to remove any proprietary rights legend from the Services.

This Agreement does not constitute a sale and does not convey to you any rights of ownership in or related to the Services, or any intellectual property rights owned by Seems Possible. Seems Possible's name, logo and the product names and logos associated with the Services are trademarks of Seems Possible, its affiliated companies or third parties, and no right of license is granted to use them.

The materials on the Services are copyrighted by us and/or other applicable rights holders. You may download and reprint a single copy of the materials from the Services for your own personal, noncommercial use only, provided that you keep intact all credits and copyright and other proprietary notices. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).

## Application License

Subject to your compliance with the terms and conditions of this Agreement, Seems Possible grants you a limited, non-exclusive, non-transferable license to download and install a copy of the Application on a mobile device that you own or control and to run such copy of the Application solely for your own personal use.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way; (ii) modify or make derivative works based upon the Application; (iii) reverse engineer or access the Application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Application, or (c) copy any ideas, features, functions or graphics of the Application; or (d) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services.

## Disclaimer

The services and any information contained on or provided through the services are provided on an "as is" basis. Any access to or use of the services is voluntary. We will regard all access or use as voluntary and at the sole risk of the user.

The Services are solely designed to enable you to obtain in-person consultations and treatment for common medical conditions by facilitating the connection between you and nearby health care

providers. Nothing contained in the services is or should be consider, or used as a substitute for, medical advice, diagnosis or treatment. The services provided in the Application are here to help connect you to nearby health care providers only. Any information contained in the Services should not be relied upon as the basis of any health-care decision. The Services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment.

NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ THROUGH OUR APPLICATION OR WEBSITE. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, YOU MAY USE THIS APPLICATION TO TRY TO CONTACT A NEARBY QUALIFIED HEALTH CARE PROFESSIONAL. HOWEVER, IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 112 FOR EMERGENCY MEDICAL HELP.

We do not control, supply, endorse, warrant or guarantee any information, products, services or merchandise supplied by any of the health care providers that you may connect with via the Services.

We also do not warrant or guarantee that files that may be available for downloading through the Services will be free of infections or viruses, worms, Trojan horses or other code that contains contaminating or destructive properties.

We, and our technology service providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. You download and use the Services at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Services. Users of the Services are responsible for maintaining a means external to the Services for the reconstruction of any lost data.

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICES (INCLUDING ANY CONSULTATIONS OR OTHER SERVICES YOU MAY OBTAIN FROM HEALTH CARE PROVIDERS THAT YOU CONNECT WITH VIA THE SERVICES). WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE SERVICES OR ON THE INTERNET GENERALLY. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THEM.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL SEEMS POSSIBLE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA MADE AVAILABLE THROUGH THE SERVICES OR ANY SERVICES PERFORMED BY ANY HEALTH CARE PROVIDERS THAT YOU CONNECT WITH VIA THE SERVICES (INCLUDING CLAIMS OF MEDICAL MALPRACTICE AGAINST THOSE HEALTH CARE PROVIDERS), EVEN IF WE ARE ADVISED BEFOREHAND

OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN THE MAXIMUM LIABILITY OF SEEMS POSSIBLE FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND MEDICAL MALPRACTICE), OR OTHERWISE) OF EVERY KIND ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED EUROS (€100.00). THE FOREGOING LIMITATION OF LIABILITY OF SEEMS POSSIBLE WILL COVER, WITHOUT LIMITATION, ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA, AND ANY OTHER INJURY, ARISING FROM THE USE OF THE SERVICES.

## Indemnification

You agree to indemnify and hold harmless Seems Possible, Seems Possible's affiliates, and each of its and their respective directors, officers, managers, employees, shareholders, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Services, violation of this Agreement by you or any other person using your account, or your violation of any rights of another. We reserve the right to control the defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

## Modifications to, or Discontinuation of, the Services

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services, or any portion thereof, with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Services or any portion thereof.

## Cookies

In our website, [www.knokcare.com](http://www.knokcare.com), we use cookies to enhance and improve the performance of it. Cookies allow you to have a better navigation experience on our website.

By using the [www.knokcare.com](http://www.knokcare.com) website you agree that we can use Cookies.

Cookies consists in little text files that are insert into your devices with your authorization.

Our cookies have different functions:

COOKIES TYPE'S	Description and Function
Necessary Cookies (essentials)	Allow the navigation on the website and the use of you apps, and also to access safety areas of the website. Without this cookies, requested services may not be fulfilled. Some cookies are essential to access specific areas of our website.

COOKIES TYPE'S	Description and Function
Analytical Cookies	<p>This cookies are used to analyze the way users access the website and to monitor the performance of it. This allows us to provide an high quality experience by personalizing our offer, identifying and correct any problems that may occur. For example, we use development cookies to know the popular pages, which method of connection between pages is more efficient or to identify some existent errors that may occur.</p> <p>This cookies are only used for statistical analyses, without collecting any personal information.</p>
Functionality Cookies	<p>This cookies save and gather the users' preferences related to the website use, allowing the users not to wasting time in website configuration every single time they connect to it.</p>
Third Party Cookies	<p>This cookies' measures the efficiency success of third parties advertisement. They can also be used to personalize a widget with user's data.</p>

### Cookies can be:

**Permanent Cookies** – This Cookies are stored or saved, by a variable period of time on the internet browser in the used device (PC, mobile or tablet) and they are used every time the user makes a new website visit. Generally they are used to direct the navigation accordingly to the users' interests, allowing us to provide a better and more personalized service.

**Session Cookies** – This Cookies are temporary, they are stored in the internet browser until the visit of the website is conclude. The information obtained allows us to identify problems and give solutions, allowing a better navigation experience.

### How can you manage cookies?

As we explained, Cookies helps you taking maximum advantage of our website.

The common browsers allows the user to accept, refuse or delete Cookies in the respective definitions section.

After authorizing the use of Cookies, the user can disable totally or in part our Cookies.

## **Privacy**

Your use of the Services is subject to Seems Possible's Privacy Policy. Please review this policy so you understand what information we collect through the Services, how we use it, how we secure it, and when we may share it.

## **Miscellaneous**

This Agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this Agreement and supersede all previous and contemporaneous agreements, proposals and communications, written or oral, related to that subject matter. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are available through the Services. In the event of any conflict between any such third-party terms and conditions and this Agreement, this Agreement will govern.

This Agreement is personal to you and you may not assign it to anyone. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. This Agreement is not intended to benefit any third party, and do not create any third party beneficiaries. Accordingly, this Agreement may only be invoked or enforced by you or us. Any and all provisions of this Agreement that would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration including, without limitation, provisions relating to ownership, indemnification, limitation of liability and governing law.

## **Prohibition of Illegal or Unbeld use**

You agree not to use the website for any purpose that is illegal or prohibited by these terms of use and the laws in force.

## **Partial Invalidity**

If any of the Terms and Conditions clauses and considered invalid or non-executable, by any reason or in any measure, that invalidity or non-executability won't affect, in any way, the validity of the other Terms and Conditions clauses and the application of that disposition will be executed accordingly to the Portuguese Law.

## **Law and Jurisdiction**

These Terms and Conditions are governed by the laws of Portugal and will be interpreted in accordance with the Portuguese courts. The Portuguese courts shall have exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with these Terms and Conditions.

In case of dispute the consumer can turn to an alternative dispute resolution entity of consumer disputes in the case of Seems Possible is:

Centro de Informação de consumo e arbitragem do Porto

Rua Damião de Gois, 31 Shop 6

4050-225 Oporto

Telephone: +351225508349

Fax: +351225206109

e-mail: [cicap@mail.telepac.pt](mailto:cicap@mail.telepac.pt)

web: [www.cicap.pt](http://www.cicap.pt)

#### CONTACTING US

If you have any questions about this Terms and Conditions, please contact us by email at [support@knokcare.com](mailto:support@knokcare.com) or by regular mail at:

Seems Possible Lda.

Avenida da Liberdade, UPTEC – Polo do Mar

4450-718 Matosinhos

Please note that email communications are not always secure. Please do not include health information, credit card information or other sensitive information in your email messages to us.