

GENERAL TERMS AND CONDITIONS DOKTERONLINE
English version | March 2022

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Article 1 – Definitions

1. The following terms are defined as follows in these General Terms and Conditions:

'Account':	a personal customer account at Dokteronline;
'General Terms and Conditions':	the present terms and conditions;
'Pharmacy':	an independent and registered pharmacy based in the European Union;
'Doctor':	an independent and registered doctor based in the European Union;
'Treatment':	a treatment of a (medical) condition with a Medication;
'Consultation':	a medical consultation based on an online Medical Questionnaire, where a Doctor determines, based on his medical assessment, if the Customer is eligible for a Treatment with a Prescription Medication and will issue a Prescription;

'Services':	the information on the Website about health and lifestyle, health complaints, solutions, and Products, as well as the online service consisting of arranging a Consultation between Customers and Doctors, and entering into agreements with Pharmacies in relation to the sale and delivery of Products, in the name and for the account and risk of Customers;
'Dokteronline':	eMedvertise NV, a public limited company incorporated in Willemstad, Curaçao, Kingdom of the Netherlands, registered with the Chamber of Commerce of Curaçao under number 108686, trading as Dokteronline, being the owner of the Website and provider of the Services;
'Medication':	a chemical substance or mixture of chemical substances exerting a pharmacological, immunological, or metabolic action, being an OTC Medication or Prescription Medication, also referred to as medicines;
'Content':	all content, such as text, information, images, audio, data compilations and other data available through the Website;
'Customer':	any visitor of the Website who places an Order;
'Customer Service':	the customer service of Dokteronline, which can be reached via the contact information stated on the Website;
'Medical Advisory Board':	independent body consisting of medical specialists that proactively advises on the Website, the Content, the Services, and the Medical Questionnaires, and supervises the provision of services by the Doctors and Pharmacies;
'Medical Questionnaire':	(online) questions from a Doctor in a questionnaire, for an assessment of the medical history;
'Order':	A request from the Customer to Dokteronline to arrange for a Consultation and/or to order Products, in the name and for the account and risk of the Customer;
'OTC Medication':	a non-prescription or over-the-counter medicine;
'Agreement':	the agreement for Services concluded between the Customer and Dokteronline by placing an Order, to which agreement the General Terms and Conditions are applicable;
'Privacy Statement':	the privacy statement applicable to the Services and the Website, as published on the Website;
'Products':	Medication and other products on which information is provided on the Website and which are sold and delivered by a Pharmacy;
'Prescription':	an order from a Doctor – following a Consultation – for a Prescription Medication;
'Prescription Medication':	a medicine available only on Prescription;

- 'Carrier':** a provider of postal and courier services, such as but not limited to UPS, DHL, Royal Mail and PostNL;
- 'Preferred Treatment':** the preferred (type/quantity/dosage of) Prescription Medication as indicated by the Customer at the Consultation for the treatment of the condition or symptoms, also referred to as 'preferred product';
- 'Pharmacy's Terms and Conditions':** the Pharmacy's terms and conditions that apply to the agreement between the Pharmacy and Customers. These terms and conditions – if applicable – will be provided to the Customer at the appropriate point in the purchase process;
- 'Website':** the website <https://www.dokteronline.com>, including the Content and the Services, also including Dokteronline's social media channels.

2. The definition of words in singular shall also include plural and vice versa. In these General Terms and Conditions any reference to the male sex also includes the female or gender-neutral sex.

Article 2 – Details Dokteronline

eMedvertise NV trading as Dokteronline
Mahaaiweg 6
Willemstad – Curaçao

Telephone: 00800-486-72968; working days from 10:00 AM - 9:00 PM CET.

E-mail: info@dokteronline.com

Registration number: 108686

CRIB number: 102250881

Article 3 – Applicability of General Terms and Conditions

1. These General Terms and Conditions apply to all Orders placed by the Customer, to all ensuing Agreements between Dokteronline and the Customer, and to the Customer's use of the Website.
2. Before the Agreement is concluded, the text of these General Terms and Conditions will be provided to the consumer in electronic form, in such a manner that it can be easily stored by the consumer.
3. If any provision of these General Terms and Conditions is fully or partially null and void or annulled at any time, the Agreement and the remaining provisions of these General Terms and Conditions will continue to apply in full. The invalid provision will be replaced forthwith, in mutual consultation, by a provision that respects the purpose and purport of the original provision as much as possible.
4. If a situation not provided for in these General Terms and Conditions arises, the situation shall be assessed according to the spirit of these General Terms and Conditions.

Article 4 – Description of the Services

1. Dokteronline.com is an informative website as well as online consumer service. The Website provides information on lifestyle and health issues and the possible treatment thereof. Dokteronline is not a doctor or pharmacy, but at the request of the Customer arranges a Consultation with a Doctor and/or the sale and delivery of Products by a Pharmacy.
2. If the Customer requests a Consultation, Dokteronline will seek a suitable Doctor (for example based on availability). The Doctor provides the Consultation to the Customer directly based on the Medical Questionnaire. At the Consultation, the Customer has the option to indicate a Preferred Treatment. The Preferred Treatment will be passed on to the Doctor by Dokteronline, but Dokteronline does not have any influence on the Consultation, the assessment of the Medical Questionnaire, the issue (or not) of a Prescription and/or the prescription of the Preferred

Treatment by the Doctor. The Doctor is completely independent and is in no way influenced by Dokteronline to prescribe certain Medications.

3. Dokteronline itself does not offer Products but ensures the Customer can obtain genuine Products in a safe, fast, and discreet manner. The Medications are always sold and delivered by registered, independent Pharmacies.
4. If the Customer instructs Dokteronline to order a Product with a Pharmacy in his name and for his account and risk, Dokteronline will seek a suitable Pharmacy (for example based on Product availability, distance to the Customer and Product price). Dokteronline is not affiliated with any Pharmacy. Nor does Dokteronline receive any commission from Pharmacies. And vice versa: Pharmacies are free to accept Customers of Dokteronline and they do not receive a commission from Dokteronline. Dokteronline does not offer Products but offers a (facilitation) service to the effect that it requests Pharmacies, in the name and for the account and risk of Customers, to sell and deliver certain Products to Customers directly. Product prices charged by Pharmacies are generally known in advance to Dokteronline and are not negotiated on behalf of Customers or Pharmacies. The price of Products charged by Pharmacies, including shipping costs, is included in the price for the Services stated on the Website. Dokteronline explicitly does not offer a mediation service.
5. The sale and delivery of Products is agreed between the Customer and a Pharmacy, regardless of which party receives the payment. The Pharmacy's Terms and Conditions – if applicable – will apply to the relation between the Pharmacy and the Customer and will be provided when an Order is placed.
6. The Services are only available in the countries stated on the Website.

Article 5 – Website and Content

1. The information provided by Dokteronline is for general informational purposes only and is not a substitute for professional medical advice (including but not limited to evaluation or care from a medical specialist). Nothing on the Website shall be used for diagnosing or treating a medical condition or for replacing the relationship with the Customer's physician or other medical specialist. The health information provided by or on behalf of Dokteronline is not professional medical advice. The Customer shall consult other sources to confirm the information provided and shall consult his own physician or other medical specialist regarding his symptoms or medical condition. In serious cases, the Customer shall seek immediate (emergency) medical assistance. The Customer shall never disregard medical advice or delay seeking medical advice because of something he has read on the Website. The use of the information provided on the Website is solely at the risk of the Customer.
2. The Content should in no way be construed as to promote or recommend anything. All information on the Website is for informational purposes only and is in no way intended to promote Medications or the use of Medications.
3. Dokteronline does its utmost to ensure that the Content is accurate and complete, but unfortunately cannot guarantee this. Dokteronline is not liable for any unintended errors or omissions.
4. All images, specifications and details regarding the Services and Products are indicative and cannot give rise to damages or dissolution of the Agreement.
5. Obvious errors or mistakes with regard to the Services, Consultation or Products – including an incorrect price – will not be binding on Dokteronline, the Doctor and/or the Pharmacy.
6. As Dokteronline does not offer, sell, or deliver Products itself, it reserves the right to change the availability of the Products on the Website and to remove Products from the Website. Dokteronline furthermore reserves the right to change or terminate the Services.

Article 6 – Medical Questionnaires and Consultation

1. The Medical Questionnaires have been prepared carefully in consultation with the Medical Advisory Board, the Doctors, and the Pharmacies, and comply with medical ethics guidelines.

2. If a Doctor determines, based on his assessment of the Medical Questionnaire, that the Customer is eligible for the indicated Preferred Treatment, the Doctor can issue a Prescription for the Treatment. This Prescription is sent to the Pharmacy or – if requested by the Customer – directly to the Customer. The Doctor is under no obligation to prescribe the requested Preferred Treatment, or to prescribe any Medication at all. The Doctor may also prescribe a different type of Medication or a different quantity or dosage of the Preferred Treatment. The Customer will be informed thereof and will be entitled to cancel his Order free of charge.
3. The requested Preferred Treatment or the Treatment prescribed by the Doctor may be subject to limitations with regard to the frequency and/or quantity. It is always at the sole discretion of the Doctor or Pharmacy to decide on this.
4. The Doctor must determine whether the Preferred Treatment can be prescribed to the Customer without any risk. Therefore it is of the utmost importance that the Customer fills in the Medical Questionnaire truthfully, accurately, and completely. The omission of relevant information could result in Products being prescribed that are potentially harmful to the health of the Customer.
5. If the Customer is unable or unwilling to complete the Medical Questionnaire, no Consultation can be arranged with a Doctor and no Products can be delivered by a Pharmacy.
6. The Medical Questionnaire may only be completed in a personal capacity and for personal use, except with the permission of a third party to perform such acts on behalf of such third party, which permission must have been received by Dokteronline.
7. The Customer will inform his own physician and/or pharmacy of the Consultation and the prescribed Products.

Artikel 7 – Account

1. The Customer must create an Account to be able to use the Services.
2. An Account is strictly personal and may only be used by the Customer himself and for the Customer himself.
3. The use of false, incorrect and/or incomplete names, addresses, email addresses, bank details or other Customer information is forbidden.
4. Each Customer may only create one Account.
5. Where appropriate Dokteronline may check or verify the contact details or identity of the Customer. The Customer will always be informed thereof.
6. By creating an Account, the Customer creates a secured online electronic patient record, in which his order history is recorded in accordance with the Privacy Statement.
7. The Customer's right to use the Website will be terminated immediately and without any further notification if the Customer fails to fully comply with the General Terms and Conditions, such at the sole discretion of Dokteronline. In that case the Customer's Account will be blocked as well.
8. Any balance in the Customer's Account shall be valid as long as the Account is active. An Account will be deleted (inactivated) by Dokteronline if the Account hasn't been logged into for three (3) years or if it has been three (3) years since the Customer last placed an Order via Dokteronline. Upon deletion of an Account any balance in the Account shall lapse by operation of law. Balances cannot be redeemed for cash.

Article 8 – Order and Agreement

1. An Account is required to place an Order.
2. The Customer may only place an Order if:
 - a) he is legally capable of entering into the Agreement;
 - b) he is at least 18 years old;
 - c) he is aware that it is his own responsibility to establish that it is permitted by law in his country of residence to make use of the Services provided by Dokteronline, to arrange a Consultation, and to receive the Products from a Carrier;
 - d) he will only use the Product for his own personal use;
 - e) he will read all information on the Product packaging and leaflet carefully before use and will always check the Product expiry date before use;

- f) he will check that the Products delivered by the Pharmacy are the Products prescribed by the Doctor;
 - g) he has access to the Website and the Medical Questionnaire in a language he understands and will consult his regular healthcare provider if he does not (fully) understand any advice or information provided on the Website or questions on the Medical Questionnaire;
 - h) he agrees to the applicability of the General Terms and Conditions, and the Privacy Statement.
3. It is at the sole discretion of Dokteronline whether or not to accept an Order and Dokteronline reserves the right to cancel an Order.
 4. The Doctor and Pharmacy at all times have the right to refuse, change or cancel an Order, without any further explanation.

Article 9 – Prices, savings, and promotions

1. The total cost of an Order includes the cost of the Consultation, the cost of Products sold and delivered to the Customer by the Pharmacy, the service fee of Dokteronline and – if applicable – the shipping costs, handling costs and VAT.
2. If the Customer places an Order for multiple Products, part of the service fee charged by Dokteronline will be deducted. Such deduction is explicitly not a discount on the selected Product, but a saving on the said service fee.
3. Discounts and other (price) promotions explicitly only apply to the service fee charged by Dokteronline or – if expressly stated – the cost of the Consultation, and never apply to the cost of the Products.

Article 10 – Payment and price changes

1. Prices on the Website are stated in the currency of the country relating to the country extension. If no currency is stated or if the currency is not clear, the applicable currency for prices stated is euro.
2. Payment must be made via the payment methods stated on the Website.
3. The total cost of an Order – as referred to in article 9.1 – is collected by Dokteronline on behalf of the parties entitled to the monies.
4. If the Customer fails to (fully) fulfil his payment obligations and remains in default of payment after having received a payment reminder and having been granted an additional period of 14 days to fulfil his payment obligations, the Customer shall owe Dokteronline interest at the rate of 4% per annum and Dokteronline shall be entitled to charge the extrajudicial collection costs it has incurred. These collection costs shall not exceed: 15% on amounts payable up to EUR 2,500; 10% on the following EUR 2,500 and 5% on the following EUR 5,000, subject to a minimum of EUR 40.
5. By providing invoice and payment details the Customer confirms that he is authorized to use these details.
6. The use of false invoice and payment details or the use of invoice and payment details belonging to another person without permission of such person to use them, will result in the immediate blocking of the Account and cancellation of the Order. In such an event Dokteronline shall be entitled to report this to local law enforcement.
7. Dokteronline reserves the right to change the prices stated on the Website for Products and/or Consultations. Prices as stated at the time the Order is placed are valid throughout the entire Order process. When a software or human error results in prices being stated on the Website that are clearly incorrect, these prices will not be binding on Dokteronline. Dokteronline reserves the right to change these prices, in which case the Customer will always have the right to cancel the Order. The Customer will be informed thereof.

Article 11 – Delivery

1. Delivery times stated are estimates, based on availability and standard delivery times. Some Products are not shipped to certain countries, as stated on the Website.

2. By placing an Order the Customer appoints a Carrier as his agent and proxy to take receipt of the Products at the Pharmacy and to transport the Products from the location of the Pharmacy to the designated delivery address. Delivery of the Products takes place at the Pharmacy, to the Carrier on behalf of the Customer. Upon delivery of the Products to the Carrier, the Pharmacy shall be deemed to have fulfilled its obligations under the agreement(s) and risk and title to the Products will pass to the Customer. Dokteronline accepts no liability at all for the transportation. The Customer is responsible for all import duties, levies, and taxes applicable in his country of residence.
3. Professional codes of conduct and legal restrictions may limit the permitted quantity and delivery frequency of Products to be supplied by Pharmacies. There is no obligation to supply quantities exceeding the relevant permitted maximum.

Article 12 – Cancellation and return

1. After placing an Order, if the Products have not yet been shipped by the Pharmacy, the Customer may cancel the Order by sending a cancellation request to the Customer Service. If a Consultation has already taken place, the cost of the Consultation – including the applicable service fee for Dokteronline – will be charged to the Customer.
2. Should a Product be unusable because of damage arisen during transportation or because the Product delivered does not correspond with the Product ordered or prescribed by the Doctor, the Customer may request the Pharmacy to replace the Product or return the Product within seven (7) days of receipt, in consultation with the Customer Service. The Customer will be refunded within thirty (30) days of receipt of the Product by the Pharmacy. Only the cost of returning defective, damaged, or wrong Products delivered will be reimbursed.
3. Except as provided in article 13, the Customer is not entitled to return Products – for reasons of health protection and/or hygiene.

Article 13 – Right of withdrawal

1. The Customer has a statutory right to withdraw from the Agreement within 14 days, without giving reasons. The withdrawal period will expire 14 days after receipt of the Product.
2. During that period, the Customer shall handle the Product and the packaging with care. The Customer shall only unpack or use the Product to the extent necessary to assess whether to keep it. If the Customer wishes to exercise his right of withdrawal, he shall return the Product to the Pharmacy along with all accessories (such as the information leaflet) in its original condition and packaging, if reasonably possible, in accordance with Customer Service instructions. The cost of return shipment is always for the account of the Customer.
3. To exercise the right of withdrawal, the Customer shall notify Dokteronline of his decision to withdraw from the Agreement by sending an unambiguous written statement (by mail or e-mail), within the withdrawal period. The Customer may use the model text below for such notification.

“I hereby inform you that I am withdrawing from the agreement concluded on [date].

Name consumer:

Address consumer:

Order number:

I am aware that I can no longer exercise my right of withdrawal if the service has already been fully performed. The time of receipt of the statement of withdrawal by Dokteronline shall be decisive.”

4. In the case of a valid withdrawal the Customer will receive a full refund for the Order as soon as possible, and no later than 14 days after the Customer has informed Dokteronline about his decision to exercise his right of withdrawal. The refund will be made through the same method of payment as the Customer used to pay, unless another payment method is agreed.

Exclusion right of withdrawal Medications

5. Medications may not be returned for reasons of health protection and/or hygiene. Therefore Medications are excluded from the right of withdrawal.

Exclusion right of withdrawal Services

6. The right of withdrawal is excluded for services which are provided immediately with the consent of the Customer, such as the Services of Dokteronline and the Consultation. By placing and paying for an Order the Customer explicitly consents to the immediate performance of the Services and the Consultation. The Customer waives his statutory reflection period and right of withdrawal as soon as Dokteronline and/or the Doctor has fully performed the service. Any Prescription issued by the Doctor is tailored to the personal (medical) situation and the personal need of the Customer. This Prescription is also excluded from the right of withdrawal.

Article 14 – Indemnification and liability

1. The Content of the Website is merely intended as a source of general information and is not intended to be diagnostic and/or therapeutic advice and/or a substitute for medical advice. Dokteronline is not liable for the effectiveness of Products, the content of patient information leaflets, informative texts, descriptions of treatment methods and other descriptions on the Website, nor can any guarantees be given in that respect. Dokteronline does not provide legal and/or medical advice, nor does Dokteronline provide medical and/or diagnostic services. If the Customer relies on information obtained on or via the Website, the Customer does so solely at his own risk.
2. The Customer should be aware that there are limitations associated with Consultations and other services without a physical examination, face-to-face advice, or extensive examinations in person.
3. Dokteronline nor any of its owners, managers, directors, employees, representatives, partners, advertisers, or affiliated companies is responsible for any incorrect, inaccurate, incomplete, or misleading information on the Website or via other (third-party) channels.
4. Dokteronline shall be liable for damage or loss caused by intent, gross negligence, or fraud, however, only to the extent it concerns its own acts or omissions. In case a Doctor or Pharmacy is liable for damage or loss suffered by the Customer, liability for Dokteronline will be excluded.
5. To the extent permitted by law Dokteronline hereby expressly excludes any and all liability:
 - a) for any direct or indirect damage or loss suffered by any user (including the Customer) in connection with the use, inability to use, or results of the use of the Website and the Content;
 - b) for the accuracy of a diagnosis, Treatment, Medications prescribed or the use of Products and/or the effects thereof;
 - c) resulting from a failure on the part of the Customer to provide complete, truthful, and accurate information in the Medical Questionnaire, in his Account, and otherwise provided to Dokteronline and/or the Doctor, and to keep information up to date.
6. If Dokteronline is liable, its liability shall be limited to a maximum of three times the value of the underlying Agreement. If such limitation of liability is not permitted by law, the liability of Dokteronline shall at all times be limited to an amount of EUR 10,000. A right to compensation can only arise if the Customer reports the damage or loss in writing to Dokteronline as soon as possible, but no later than within six (6) months after it has arisen. Indirect damage or loss does not qualify for compensation.

Article 15 – Use of your data

1. Dokteronline collects and uses the Customer's data to perform the Agreement. Medical information is only shared with Doctors and/or Pharmacies with the consent of the Customer.
2. The Privacy Statement shall at all times apply to the Services.

Article 16 – Viruses, hacking and digital security

1. The Customer may not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Furthermore the Customer may not attempt to gain unauthorised access to the Website, the server on which the Website is

stored, or any server, computer or database connected to the Website. The breach of this clause constitutes a criminal offence. Dokteronline will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the Customer's identity to them. In the event of such a breach, the Customer's right to use the Website will cease immediately and the Customer's Account will be blocked.

2. Dokteronline shall never be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect computer equipment, computer programs, data or other proprietary material resulting from the use of the Website, or the download of any material posted on it, or on any website linked to it.
3. If the Customer has created an Account, a password will be required to access his data. The Customer shall be fully responsible for:
 - a) keeping his password secret;
 - b) not allowing another person to use his password to place Orders via the Website;
 - c) costs, damages, or losses resulting from not keeping his password secret;
 - d) timely written notification to Dokteronline that his Account must be deactivated due to security problems.
4. Dokteronline shall never be liable towards the Customer for any damages related to theft of his password, disclosure of his password or his permission to allow any other person or entity to access and use his Account using his password. The Customer will notify Dokteronline immediately of any unauthorised use of his password and/or Account.

Article 17 – Complaints

In the case of a complaint about Services provided or Products delivered, the Customer can contact Customer Service. Dokteronline shall make an effort to:

- deal with the complaint as soon as possible;
- inform the Customer within which period of time his complaint will be dealt with; and
- keep the Customer informed throughout the process.

Article 18 – Intellectual property rights

1. All Content is the property of Dokteronline or its content suppliers and is protected by copyright laws. The Content, including (source) codes and software, or any portion of it may not be modified, reproduced, republished, duplicated, copied, sold, resold, visited, uploaded, posted, transmitted, publicly displayed, used to create derivative works based on it or otherwise exploited for any commercial purpose without the express written consent of Dokteronline. It is permitted to print a copy of the Content or otherwise use the Content for personal use.
2. Any Content that is downloaded or printed may not be altered in any way and must contain all copyright and proprietary rights notices that are contained in such Content. Any framing of the Website is prohibited. Any unauthorized or unapproved use of any Content constitutes copyright infringement and subjects the Customer to all civil and criminal penalties provided for under domestic and international copyright laws.

Article 19 – Interpretation of and amendments to the General Terms and Conditions

1. The text of these General Terms and Conditions is provided in the Dutch language and in other languages. In case of any conflict or uncertainty regarding provisions or the interpretation thereof in different languages, the text of the Dutch version shall prevail.
2. Dokteronline at all times reserves the right to amend the General Terms and Conditions, without prior notification. Any amended version of the General Terms and Conditions will be published on the Website immediately and the amendments will enter into force immediately after publication. It is the responsibility of the Customer to always be familiar with the content of the most recent version of the General Terms and Conditions. The Customer agrees that this procedure for notification of amendments to the General Terms and Conditions is reasonable. Use of the Website

by the Customer after the General Terms and Conditions have been amended, constitutes the Customer's agreement to the amended version of the General Terms and Conditions.

Article 20 – Applicable law and competent court

1. Except to the extent that this conflicts with applicable mandatory (national) legal provisions, these General Terms and Conditions, as well as the Services, the Order, and the Agreement, shall be governed by the laws of Curaçao. Any and all disputes arising therefrom shall be submitted to the exclusive jurisdiction of the competent court of Curaçao, unless applicable mandatory law provides otherwise.
2. The Vienna Convention on Contracts for the International Sale of Goods is excluded.