



# General Terms and Conditions

for clients using V.healTHY

Effective from: 21 December 2023

These General Terms and Conditions regulate the rights and obligations of persons using the services provided by Eterna Global OÜ on the VhealTHY platform at <https://vhealthy.fr/>, on the mobile website and through the mobile application.

The provisions of these General Terms and Conditions shall be regarded as accepted upon registration through the website, mobile website or application.

## Basic information on Eterna Global OÜ:

Company registration number: 16715853

Registration authority: Tartu County Court Registration Department

Registered seat: Harju maakond, Tallinn, Kesklinna linnaosa,  
Tartu mnt 67/1-13b, 10115 Estonia

Bank account number: *Account holder: Eterna Global OÜ*

*BIC: TRWIBEB1XXX*

*IBAN: BE43 9676 2221 0001*

*Account number: 6222100*

*Wise's address: Avenue Louise 54, Room S52*

*Brussels 1050, Belgium*

Mailing address and contact person: *Dalanta OÜ, registry code 14330221,*  
*address Harju maakond, Tallinn, Kesklinna linnaosa,*  
*Tartu mnt 67/1-13b, 10115, e-mail address [info@dalanta.ee](mailto:info@dalanta.ee)]*

Email address: [ingrid@vhealthy.fr](mailto:ingrid@vhealthy.fr)

Website: <https://vhealthy.fr/>

The operations are controlled and complaints are managed at the registered seat.

## DISCLAIMER

If you are contemplating suicide, self-harm, or harm to others, or if you believe someone is in danger, or if you have a medical emergency, call your local emergency services immediately. The Platform is not suitable for these situations, and therapists cannot provide assistance in such cases.

Additionally, the Platform is not intended for clinical diagnoses that require in-person evaluation. Do not use it for official documentation, including court-ordered therapy. It is also not intended to provide information on appropriate drugs or medical treatments. Disregard any such advice delivered through the Platform.

If you require medical care, do not delay seeking in-person assistance from a qualified professional.

## DEFINITIONS

**Service Provider:** Etherna Global OÜ (seat: Harju maakond, Tallinn, Kesklinna linnaosa, Tartu mnt 67/1-13b, 10115 Estonia; registration number: 16715853).

**Client:** Natural persons registered on the Platform who can have access to Medical Services through the Platform.

**Parties:** The Service Provider and the Client together.

**Consultant:** A private contractor or a business company offering Medical Services through the Platform for the Clients, based on a separate contract signed with the Service Provider.

**Contract:** The contract concluded by the Service Provider and the Client via registration, based on the GTC and the data given by Client.

**GTC:** These General Terms and Conditions.

**Mediated Contract:** Contract mediated by the Service Provider via the Platform and concluded by the Client and the Consultant with the contents laid down in the Annexes to the GTC.

**Platform:** VhealTHY which is operated by the Service Provider ([LINK](#), hereinafter: “website”), the mobile optimized website (hereinafter: “mobile website”), the mobile application (hereinafter: “application”) and all the server-side applications serving them. The Platform connects mostly traditional medicine practitioners and their potential patients online all around the globe for the purpose of providing Medical Services.

**Account:** The Account created by the Clients when registering on the Platform in order to identify themselves towards the Service Provider on the Platform, to place Medical Services as well as to store basic information required for using the Service.

**Services:** The operation of the platform and all the services associated with it.

## GENERAL TERMS AND CONDITIONS

**Medical Services:** The Clients and the Consultants can connect via the Platform in order for them to carry out an individualised treatment on their own using the opportunities provided by the Platform. This treatment may consist of therapy, consulting, and professional advice.

**Online payment:** Payment for the Medical Services via bank card through payment service providers namely Stripe ([LINK](#)) made available and contracted by the Service Provider.

## 1. Running the Platform

- 1.1. The Platform is owned and run by the Service Provider. On the Platform the Service Provider collects the Medical Services offered by the Consultants and makes them available to the Clients so that the Clients can buy the Consultants' Medical Services online. The goal of the Service Provider is to make the Consultants and their Medical Services available and visible as widely as possible with respect to the Clients' needs, rights and lawful interests, and, at the same time, to enable the Consultants to increase the turnover of their Medical Services.
- 1.2. The Service Provider provides services independently from the Consultants. When providing the Services, the Service Provider does not proceed on behalf of the Clients.
- 1.3. The Service Provider provides online intermediary services and only connects the Clients and the Consultants for the purpose of the Medical Services.
- 1.4. The contents, the data and the information made available on the Platform may change continuously. The Service Provider expressly strives for providing the Clients with the latest contents and offers at all times. Since the information displayed on the Platform as well as the list, the description and the price of Medical Services are given by the Consultant, the Service Provider shall not be held liable for their content, up-to-dateness, availability and quality and cannot be obliged to pay compensation.
- 1.5. The Service Provider reserves the right to modify the content appearing on the Platform at any time, to change its availability as well as to suspend or finally terminate the operation of the Platform.
- 1.6. The Service Provider reserves the right to limit or disable the content of the Platform as well as the offers partially or fully, to all or some of the Clients.

## 2. Using the Platform

- 2.1. Clients can use the Platform free of charge. Through the Platform, the Client can freely browse from the displayed traditional medicine practitioners, contact them and book dates for the sake of remote consultancy.
- 2.2. The Platform may be used by anyone who validly and successfully registered and accepted the provisions of these GTC as binding as well as read and accepted the Privacy Policy on processing the Clients' personal data. The Platform is used through the Account.
- 2.3. The Client may also act as a legal entity's representative. Through the acceptance of this Contract, the Client affirms their capacity to act on behalf of said legal entity. The natural person, serving as the legal entity's representative, guarantees their authorization to enter into the Contract and initiate the Order/Booking. The Service Provider is not under an obligation to verify the legitimacy of this representation. However, if it comes to the Service Provider's

attention that such authorization is lacking, it reserves the right to promptly terminate the Contract and the associated Account.

- 2.4. The Platform may be used exclusively by natural persons aged 18 years old or over. By accepting these GTC, the Client declares that he has reached the age of 18. The Service Provider is not obliged to verify the age of the Client. If the Client has not reached the age of 18 or has not confirmed his age at the request of the Service Provider, the Service Provider shall terminate the Contract and the Account with immediate effect.
- 2.5. If the Client is below the age of 16, he may only access and use the Platform with explicit consent obtained from a parent or legal guardian. In such a case, the consenting parent or guardian confirms that they have the sole right to consent to Services for the minor and are not legally mandated to confer with or obtain consent from any other legal guardian before giving consent. By providing consent, the parents or guardians agree that the consent remains valid as long as the registered profile is not deleted.

### 3. The registration process

- 3.1. Only registered Clients may place an order for Medical Services on the Platform. The Client's Account is created through registration. The Account can be registered on the website, and in the mobile application.
- 3.2. Clients must provide their personal data for the registration. Clients may register on the Platform exclusively with their own personal data, i.e. it is forbidden to register in the name of others.
- 3.3. Clients can create an Account with their e-mail address or Facebook account (hereinafter: Facebook Connect) by clicking on the "Register/Login" button on the website. On the mobile website, an Account can be created by clicking on the "Register/Login" button. If the mobile application is made available for download from App Store, Google Play or Huawei's AppGallery, the Clients can also register through it. Clients can create an Account with their e-mail address or Facebook account by entering the application and clicking on the "Login/Register" button.
- 3.4. When registering with an e-mail address, the system verifies the e-mail address entered by the customer to check whether the e-mail address is attached to a previously created Account. After this the Client must provide the following personal data: e-mail address, password, first name, surname, phone number.
- 3.5. In the case of Facebook Connect, the Clients link their Facebook account to their Account and enter the above-mentioned personal data for a successful registration.

- 3.6. Clients must accept these GTC and the Privacy Policy for successful registration. Clients declare by ticking the appropriate boxes that they have read and understood, and that they accept and fully observe all provisions of these GTC and the Privacy Policy and recognize all of their provisions to be binding. Upon the registration, Clients may subscribe - by ticking the appropriate boxes - to direct marketing messages (newsletters) sent by the Service Provider. The subscription is not a condition for successful registration.
- 3.7. Registration is completed by selecting the “Join VhealTHY for free” button and providing the necessary information, this will create the Client’s Account and the Platform redirects the Client to the home page of the website.
- 3.8. It is the Client’s exclusive responsibility to ensure that the personal data given upon registration and when using the Services are true, accurate and up to date. The Service Provider shall not be held liable for any damage arising from the Client’s forgotten password or access by unauthorized persons. Clients shall immediately notify the Service Provider if it is suspected that unauthorized persons have accessed their Account.
- 3.9. Clients may place an order for Medical Services on the Platform after successful Registration and after successfully verifying their telephone number and/or email address.
- 4. Placing an order for Medical Services**
  - 4.1. An order for the Medical Services can be placed exclusively electronically, via the Platform. The Service Provider accepts these orders through the Platform only from registered Clients and only if Clients provide all the required data.
  - 4.2. The Service Provider excludes any liability arising from giving inaccurate, mistyped or false data on the Platform. The Service Provider shall not be held liable for late or erroneous contractual performance or for any other problem or mistake if it is due to data that was erroneously and/or inaccurately given by Client.
  - 4.3. The Client may select any Consultant and any of their Medical Services from the Platform. The availability of the Consultants on the Platform may be different from one Consultant to the other.
  - 4.4. Clients can freely browse from Consultants and Medical Services on the Platform. The Consultant’s page contains information regarding the Consultant’s name, education, certification, experience, spoken languages, country of origin, as well as a picture of the Consultant and an optional video presentation. The prices and fees are given on the Platform in the local currency of the Client, as a gross value.
  - 4.5. After placing an order for Medical Service, the Client can click on the “Order/Book an appointment” button and the Platform will automatically grant access to the online agenda so

they can select a preferred date and initiate an appointment with their chosen Consultant. While not mandatory, Clients have the option to engage in private messaging to discuss their needs or seek clarification, with the possibility of automated messages for assistance. The Consultant may request specific information from the Client, such as a health assessment document.

- 4.6. The Mediated Contract is concluded during the first consultancy between the Client and the Consultant.
- 4.7. By registering and placing an order for the Medical Service, the Clients declare to have read and agreed to these GTC and Annexes hereto as well as to accept their provisions as binding on them.
- 4.8. The Consultant is exclusively liable for providing the Medical Services.
- 4.9. The Consultant issues a receipt for the Medical Services as well as an invoice if requested by the Client via the Service Provider.

### 5. Payment

- 5.1. The Client may choose among the following payment options: Stripe ([LINK](#)).
- 5.2. Payments are due after each consultancy session within a period of 15 days. The Service Provider acts only as intermediary regarding the payment on behalf of the Consultant.
- 5.3. In the case of online payment, the successful transaction results in the blocking of the amount on the card prior the consultation and the Service Provider and the Consultant are notified of the successful payment by the Service Provider.
- 5.4. In the case of online payment, the Service Provider is entitled and obliged to accept performance (payment) from the Client based on the separate agreement concluded by and between the Consultant and the Service Provider. Performance is accepted if the Client pays the amount through the payment service provider contracted by the Service Provider, and the amount is credited to the bank account of the Service Provider based on the authorization of the Consultant. The payments made by the Client in connection with the Medical Services are collected by the Service Provider in the name and on behalf of the Consultants.
- 5.5. The Service Provider does not save or store the payment details of the Client. Pursuant to privacy requirements the Service Provider has no access to the card details, which may solely be processed by payment service providers.
- 5.6. Bank card payment is totally independent from the Platform, and it is made through the electronic systems run by the payment service providers that are contracted by the Service Provider:

- Stripe, Inc. (registered seat: 354 Oyster Point Boulevard, San Francisco, California, 94103).

- 5.7. The Service Provider is be entitled to switch between the primary and backup payment service provider schemes at its sole discretion and is be entitled to periodically suspend the payment option provided by any payment service provider anytime, especially in the case of technical issues or temporary failure.
- 5.8. If the online payment transaction is successful, the payment service provider immediately blocks the relevant amount on the card and automatically notifies the Service Provider about the payment made, so the successful payment for the Medical Services can be immediately seen on the Platform. The Service Provider receives the Medical Services related information and the payment service provider receives exclusively the card details needed for the payment transaction from the Client. The Service Provider is not notified about the content of data flow through the external payment interface, it is only accessed by the payment service provider.
- 5.9. If the online payment is unsuccessful, the Service Provider unambiguously shows this fact on the Platform.
- 5.10. The Client may save its bank card details (bank card number, name displayed on the card, expiry date, CVC) in order to avoid having to re-enter them upon future Medical Services and for simplifying the process later. Details are saved as tokens (irreversible codes) and upon future Medical Services only tokens are processed and forwarded. Bank card details are saved by the payment service providers.
- 5.11. Online payment is governed by the business rules of the payment service provider, the relevant card company and the financial institutions that issued and credit the amount.

## 6. Complaints

- 6.1. The Service Provider is only obliged to handle complaints regarding the use of Platform. Complaints regarding the Medical Services should be dealt with by the Consultant, but the Service Provider reserves the right to interfere with and assist in complaints like these in order to provide the best user experience for the Clients.
- 6.2. Complaints regarding the Medical Services should be filed directly to the Consultant or to the Service Provider who forwards it to the Consultant.
- 6.3. In the event of any complaint or issue, the Clients can contact the Service Provider's customer service in any of the following channels:
- Chat: chatbot to be made available on the platform
  - Email address: [ingrid@vhealthy.fr](mailto:ingrid@vhealthy.fr)



- Form: online form to be made available

- 6.4. To contact the Consultant directly the Client should submit a complaint through the platform.
- 6.5. The complaints are always processed free of charge.
- 6.6. The Client shall cooperate with the Service Provider when investigating the complaint and shall supply the required information and documents.
- 6.7. Should the Service Provider find the complaint substantiated, it shall pay back to the Client the fee of the Medical Services concerned that was paid online.
- 6.8. In the case of legal disputes, the Clients may turn to court with their complaint.

### **7. Processing personal data**

- 7.1. The detailed rules on processing the Clients' personal data are set forth in the Service Provider's Privacy Policy: <https://vhealthy.fr/#/privacy-policy>

### **8. Intellectual property rights concerning the Platform**

- 8.1. All materials placed on the Platform, their full text, graphics and other contents, the structure and the source code of the Platform as well as any other intellectual property are under copyright and other legal protection. The copyrights and other intellectual property rights are owned by the Service Provider or the Consultants. The contents of the Platform and the Service Provider's other intellectual property may be used in any form exclusively with prior written consent.
- 8.2. In addition to trademark law, copyright law and civil law claims, the unauthorized use of the contents of the Platform may also give rise to criminal law sanctions.

### **9. Conclusion and termination of the Contract**

- 9.1. The Contract between the Service Provider and Client is established upon the registration of the Client.
- 9.2. The Mediated Contract is concluded if the electronic confirmation is received by the Service Provider from the Consultant.

### **10. Scope and duration of the GTC**

- 10.1. These GTC cover the Service provided by the Service Provider to Clients regardless of the Client's actual location.
- 10.2. These GTC shall also apply if the Service Provider's services are accessible through other websites and shall govern all usage methods of the Services (mobile website, mobile applications, Facebook page etc.) through which the Platform can be accessed.

10.3. The GTC is effective from the above-mentioned day and for an indefinite period.

### **11. Modifications and accessibility of the GTC**

11.1. The Service Provider may unilaterally modify the terms and conditions of these GTC at any time. This authorization expressly includes the Annexes to these GTC. Any modification enters into effect simultaneously with its publication on the Platform.

11.2. The GTC and its formerly effective versions are available here: <https://vhealthy.fr/#/terms-conditions>

### **12. Limitation of liability**

12.1. The Service Provider does not provide any kind of direct medical services to the Clients and the Consultant is solely responsible for the quality and the professionalism of the Service provided to the Clients.

12.2. The Consultant is solely responsible for any agreements made with the Clients. The Service Provider is not responsible or liable in any way for any agreement made between the Consultant and the Clients or for enforcing any such agreement, including but not limited to any agreements in relation to usage of the Platform in any way other than offered and suggested as the Medical Services on the Platform. Any agreement the Consultant chooses to engage in with a Client is at the sole responsibility and entire risk of the Consultant.

12.3. The Service Provider to the maximum extent permitted by law excludes its own liability and that of its affiliated companies, suppliers, employees, partners, rights holders and distributors of external software under this Contract for the following damages: (i) direct or indirect damages, damages of an indeterminate amount, incidental, consequential, deterrent or retaliatory damages; (ii) loss due to unusability, loss of data, loss of subscriber base, loss of revenue or lost profits (whether direct or indirect); or (iii) damage caused by any bug, virus, Trojan horse or similar circumstance (regardless of source or origin), even if the Service Provider knew or should have known that such damage was possible, and even if the compensation fails to fulfil its essential purpose.

12.4. Notwithstanding the preceding provisions, the Service Provider's total liability for any loss, damage, consequence, including, but not limited to, contractual, non-contractual or other damages resulting from the use of the Platform, shall not exceed EUR 100 (one hundred) in total.

12.5. Certain jurisdictions do not allow the exclusion or limitation of certain forms of liability, therefore the above exclusions or limitations shall not apply in those cases.

### 13. Closing Provisions

- 13.1. The Platform run by the Service Provider has a suitable security level, however, it is recommended for Clients to take the following precautionary actions: using virus and spyware protection software with a fresh database and installing security updates of the operating system. Using the Platform presumes that the Client knows the technical limits of the internet and accepts the possible errors that are involved by the technology.
- 13.2. The Service Provider assumes no responsibility for the contents as well as the data and information protection practices of external websites that can be reached from the Platform via a hyperlink. Should the Service Provider learn that the page linked by it or such linking itself violates third party rights or the effective legal regulations, it shall immediately remove the link from the Platform.
- 13.3. The Service Provider shall not be held liable for any damage arising due to connection to the Platform. Clients are obliged to protect their own computer and the data stored on it.
- 13.4. It is expressly forbidden to forward, disclose and share contents on the Platform that are not permitted by law. The Service Provider reserves the right to delete any contents uploaded by the Clients.
- 13.5. The Contract may be terminated both by Client and the Service Provider, without giving reasons, by way of e-mail sent to the Client or to the Help Center, furthermore the Client may delete their Account by clicking on the "Delete My Account" button in the Profile menu point, and in this case the contract between the Service Provider and the Client shall terminate simultaneously with deleting the Account and the pertaining personal data. By accepting these GTC, the Client explicitly accepts that there is no option for refund regarding consultancies that are due in 24 hours of deleting the account, if the payment is already made.
- 13.6. The Service Provider may assign any of its rights or obligations arising from the Services - partly or in full, and without the Client's consent - to its successor, subsidiary or to another business company acquiring the Service Provider's assets and asset elements.
- 13.7. The Service Provider does not submit to the provisions of any code of conduct.
- 13.8. The Contract shall be governed by the provisions of the Estonian laws.

## **Annex 1 - The contents of the Mediated Contract**

### **DISCLAIMER**

If you are contemplating suicide, self-harm, or harm to others, or if you believe someone is in danger, or if you have a medical emergency, call your local emergency services immediately. The Platform is not suitable for these situations, and therapists cannot provide assistance in such cases.

Additionally, the Platform is not intended for clinical diagnoses that require in-person evaluation. Do not use it for official documentation, including court-ordered therapy. It is also not intended to provide information on appropriate drugs or medical treatments. Disregard any such advice delivered through the Platform.

If you require medical care, do not delay seeking in-person assistance from a qualified professional.

### **1. General Rules**

- 1.1. The Mediated Contract is about the provision of traditional medicine by the Consultant to the Client. The Mediated Contract is only a framework contract. The exact details and tasks are set by the parties of this contract after their first contact and during the consultancy.
- 1.2. The Mediated Contract is concluded when the Client and the Consultant are successfully connected via the Platform, and they start the first session of consultancy.
- 1.3. The Service Provider acts only as intermediary by establishing the means of connection and supporting in the payment process. The Service Provider does not set the price of the Medical Services, it is the sole competence of the Consultant.

### **2. The consultancy**

- 2.1. The Consultant and the Client are connected online via means of electronic communications and videocalls. After the connection is established, the Client may describe the medical issues, objectives, concerns to the Consultant and the Consultant starts the treatment accordingly. This treatment may consist of therapy, consulting, and professional advice etc.
- 2.2. The technical requirements for providing the Medical Services are as follows: adequate internet connection, a working computer and microphones. Furthermore, due to privacy concerns, the Consultant must ensure that no unauthorised person is nearby when performing the Medical Services and must use a working booth if the Medical Services are carried out in public.
- 2.3. At any stage, the Client is entitled to access to the information about the Client on file, unless the relevant legislation provides otherwise.
- 2.4. The scheduling of the Medical Services is based on the written or verbal agreement of the Consultant and the Client, then reflecting on the digital agenda on the platform.

### 3. The Consultant's responsibilities

- 3.1. The Consultant shall be fully liable for the current contents and offers displayed on the Platform as well as for their availability and quality of the Medical Service. Clients may place quality complaints about the Medical Services to the Consultant directly via the form available on the platform.
- 3.2. When using the Platform for the purposes of Medical Services, the Consultant must exercise a reasonable standard of care at least equivalent to a traditional in-person interaction with a Client as mandated by the profession and regulatory agencies of the Consultant. The Consultant shall deliver the Medical Services in a trustworthy manner, adhering to all applicable laws, regulations, and professional standards.
- 3.3. The Consultant cannot diagnose, treat, test, advise, counsel, recommend a course of treatment, or otherwise provide or perform any services that require an in-person meeting with a Client or examination by law.
- 3.4. The Consultant agrees to maintain strict confidentiality regarding any information disclosed or obtained during the provision of the Medical Services or obtained from the Service Provider.
- 3.5. The Consultant shall not disclose any confidential information to third parties without the prior written consent of the Client, unless it is required by law or failure to disclose the information would place the Client or another person at serious and imminent risk.

### 4. The Client's responsibilities

- 4.1. The Client is obliged to pay the amount set by the Consultant and displayed on the Platform for the Medical Services only via the Platform.
- 4.2. By concluding this contract, the Client explicitly accepts the following. Rescheduling is possible only by the prior approval of the Consultant. If the rescheduling happens before 24 hours of the consultation, the Client is not eligible for refund if the payment is already made.
- 4.3. Paying the Consultant for the Medical Services outside of the Platform is strictly prohibited.
- 4.4. The Client must maintain cooperation with the Consultant through the course of the Medical Services. This includes but is not limited to attending the consultancy sessions and providing prior notification if the Client cannot attend to the scheduled consultancy sessions with the Consultant.

### 5. Other provisions

- 5.1. The Mediated Contract can be terminated by any of the parties on any convenient date after each unchallenged payment are set.

5.2. In case of a serious breach of the Mediated Contract or serious conflict of interest or other issues that causes the performance of the Medical Services impossible, both parties have the right to terminate the Mediated Contract immediately and end the consultancy. The following constitute a serious breach of contract, in particular but not limited to:

- If the Client or Consultant breaches the confidentiality agreement by disclosing sensitive information shared during therapy sessions without consent.
- If the Client or the Consultant repeatedly fails to attend scheduled therapy sessions without providing adequate notice or justification.
- If the Consultant consistently displays unprofessional behaviour during sessions, such as using offensive language, making inappropriate comments, or failing to maintain a respectful and therapeutic environment.
- If the Client engages in harassment or threats towards the therapy provider or staff, creating a hostile or unsafe environment.
- If the Consultant consistently fails to provide the expected standard of care, such as not adhering to accepted medical techniques.

5.3. The parties cooperate with each other in the performance of the Mediated Contract and shall inform each other of all relevant circumstances. In their relations and communication, the parties are obliged to show willingness, to provide information and guidance, to avoid unnecessary personal conflicts and disputes and do everything in their power to settle any conflicts and disputes that may arise in a civilised manner.

5.4. This Mediated Contract is governed by and construed in accordance with the laws of Estonia.

5.5. Any disputes arising out of or in connection with this contract is subject to the exclusive jurisdiction of the courts of Estonia.