

House Call Doctor Subscription Letter

***** Subscription letter without the involvement of an insurance company, the warranty for the service applies to the service provider *****

1. Definitions

The provisions of this subscription letter shall be governed by the following definitions:

- A. **"The Company"** - My Doctor Ltd.P.C 516092244.
- B. **"Customer"** - a person who contacted the company and his details are listed on the accession form, his name is specified on the accession form as a customer in the subscriber's letter and which all the subscription fees were paid for him, and he is entitled to receive services according to the provisions of the subscriber's letter.
- C. **"Accession Form"** - a page attached to this letter of subscription that includes the full details of the customer including the customer's name, additional details relating to this subscription letter and is an integral part of the subscription letter.
- D. **"Subscription Fees"** - the amount specified in the contract Appendix that the customer undertakes to pay the company every month, as a condition for receiving services according to this subscription letter (below is the "Tariff").
- E. **"The Service"** or **"the services"** - the medical services and/ or treatments explicitly included in this subscription letter, and in accordance with the description specified alongside them that will be given to the customer according to the provisions of this subscription letter, subject to the full terms set forth therein, including payment of the Subscription fees.
- F. **"Contract Appendix"** - a page attached to this subscription letter that will be sent to the customer after approval of the application by the company which includes the full details of the customer, including the customer's name, the monthly subscription fee and other details relating to this subscription letter, such as the accession date and is an integral part of the subscription letter.
- G. **"Tariff"** - as described in section 18.
- H. **"Service Line"** - a telephone line whose number is 072-397-2-396 will be activated by the company for its customers for the purpose of receiving the service in accordance with this agreement. In addition, you can contact the company by Email: info@mydoctor.co.il / Fax: 072-397-2-395/ Mailing address: 20 Freiman St. Rishon Lezion.
- I. **"Qualification Period"** - a period commencing on the date of entry into force of the subscription letter regarding the customer as set forth in the accession form, and ends at the end of 60 days from the date of entry into force of the subscription letter regarding the customer unless otherwise specified in this subscription letter, during which the customer will not be entitled to receive the services by virtue of the subscription letter. The training period shall apply to each customer once during the period in which he is subscribed in succession, and will be re-applied whenever the customer is added to the subscription letter again, during non-consecutive periods. The Provider will not provide service as specified in this Subscription Letter prior to expiration of training period.
- J. **"The Service Provider"** or **"The Provider"** - The body and/or entities which the company engaged for the purpose of providing the services as specified in this subscription letter.
- K. **"Customer Payment"** - amounts that the customer undertakes to bear himself in order to receive services according to the provisions of the letter of subscription and shall be paid directly to the supplier.
- L. **"Year"** - the count starts from the day the customer joined the subscription letter and up to the duration of the next 365 days.

- M. **"Call Center Services"** - Response by the call center 24/7 including Saturdays and holidays when necessary
- N. **"Service Providers"** - Arrangement doctors, settlement institutes or any other party with whom the company has contracted in connection with the provision of services according to this subscription letter.
- O. **"Other Service Providers"** - a service giver that is not one of the service givers as defined in this term above.
- P. **"Arrangement Doctors"** - doctors working in medical centers whom the company has contacted (or on its behalf) or working directly with the company providing services according to this subscription letter.
- Q. **"Settlement Institutes"** - institutes or clinics which the company has contracted about (or come on its behalf) the provision of services according to this subscription letter.
- R. **"Settlement Institute Rate"** - a rate agreed between the Settlement Institutes, Arrangement Handlers or any other party whom the company has contracted to provide service in this subscription letter.
- S. **"The Determining Date"** - the date of the entry into force of the subscription letter, regarding the customer, as appears on the accession form.

2. Necessary Conditions For Obtaining The Services

- A. Has undergone a "qualification period" from the date of the accession, in accordance with the periods specified in each section.
- B. Payment of customer fees on time and in order, and continuously.
- C. Customer payment is paid by the customer. (As detailed in each section.)
- D. For the avoidance of doubt, the rights of the customer at the end of a year, if he did not utilize all his rights according to this subscription letter, cannot be accrued.
- E. Claim statute of limitations - 24 months did not pass from the consumption of the service to the actual filing of the claim.

3. The Service

The customer will be entitled, subject to the full obligations under this subscription letter, including the conditions listed in sections 2 and 10-12, to receive the services listed in this subscription letter - telephone medical advice, doctor's visit to the customer's home, nurse to the house, emergency button, emergency clinics and ambulance evacuation to hospital - as detailed in sections 4-9 of the following subscription letter.

4. Telephone Medical Advice

- A. Provision of information about the customer's condition from the customer or the customer's parents to the doctor when contacting call service representatives on behalf of the service provider (below: "The Consulting Doctor.")
- B. Preliminary medical diagnosis at the professional discretion of the consultant doctor.
- C. Providing a recommendation to refer the customer for further treatment at the professional discretion and recommendations of the consultant doctor.
- D. Provision of a referral to the emergency room will be given at the discretion of the consultant doctor via email or fax.
- E. The telephone medical consultation will be provided no later than 30 minutes from the date of contacting the service line and providing all the necessary details and will be carried out by a general doctor.
- F. The services in accordance with this section will be provided online, by phone call, without a frontal meeting with the consultant doctor and will be provided solely by the doctor's professional discretion and subject to the possibility of providing the above services online and without the customer being checked.

The customer will bear a payment of 25 NIS for each service provided to him according to this chapter, the payment will be transferred to the service provider by credit card before actually receiving the service, and constitutes a condition for receiving the service.

5. House Call Doctor

- A. The customer is entitled to a doctor's visit to the house for an initial medical examination within three hours, from the date of approval of the company, at all hours of the day.
- B. Notwithstanding the foregoing, the Company shall not be obliged to provide this service in event of war or general recruitment, a general shortage of doctors in the area and/or due to any other factor that cannot be foreseen in advance or that the Company is unable to prevent. In this case, the call center notice to the customer while calling will release the company from providing service according to this subscription letter and from any liability. Notwithstanding the aforesaid, the Company shall make every reasonable effort to continue providing services at any time.
- C. During the home visit (insofar as it is carried out), the customer undertakes to cooperate with the doctor and provide him with any required information, and the doctor will take the following actions:
 - Obtaining medical facts from the customer or his parents.
 - Initial medical diagnosis and administration of primary medications as required and subject to the doctor's professional discretion and subject to the fact that a suitable medication will be available in the medication bag.
 - Prescribing medication at the doctor's discretion.
 - Will refer the customer for further treatment to the appropriate party and at the doctor's professional discretion.
 - At the end of the treatment, documentation and/or approval of a medical consultation summary will be given.
- D. The examination of the doctor at home will be carried out with basic medical equipment, including, in the stethoscope, tongue catcher, autoscope, flashlight, Cardiophone, reflexes hammer, blood pressure gauge, all at the doctor's professional discretion.
- E. The service is provided in the territories as specified in the section 12c.
- F. The customer will pay for this service a total of 39 NIS per visit.
- G. A house call doctor service will be provided by the service provider only, and the customer will not be entitled to contact another service provider for the purpose of receiving the service.

6. Evacuation by Ambulance

- A. In accordance with section 5 and at the discretion of the doctor as part of the home visit (S. 5) or telephone medical advice (S. 4) an ambulance will be called by the service provider or anyone on its behalf and the customer with his consent will be evacuated by ambulance to the nearest hospital.
- B. The Company will indemnify the customer for the amount paid by him for the evacuation by ambulance as stated in section 6A subject to the delivery of a receipt for payment and this within 30 days from the date of delivery of the receipt in the original only and together with a release from the hospital and deducting any amount he is entitled to (as long as he is entitled) to a refund from his hospital.

7. Nurse to home

- A. The customer will be entitled to a nurse home visit on behalf of the service provider only, for the following treatments: General estimation check, Clexan injection, Hospice Home Inspection, Voltaren Injection, Bandage and Wound Treatment, Stoma Replacement, Picc Line Sterile Dressing, Normal Infusion / Iron Infusion, Catheter and gastric tube insertion, Lab tests, Culture tests and blood tests. Synchronized with HMOs in Israel!
- B. The customer is entitled to a nurse's home visit - once a month. The customer's rights at the end of the year, if he did not utilize all his rights according to this subscription letter, cannot be accumulated.
- C. The amount of the customer's payment for the service to be provided pursuant to section 7a above is a total of 95 NIS for each visit. This price does not include treatment kits and materials (Example: catheter, tube, etc.) The material will be sold separately and paid directly to the nurse.

- D. If the customer requires nurse treatment that does not appear in the above treatments - the customer will receive a 20% discount from the price of the treatment rate.
- E. Notwithstanding the foregoing, the Company shall not be obligated to provide this service in war or general recruitment, a general shortage of nurses in the area and/or due to any other factor that cannot be foreseen in advance or that the Company is unable to prevent. In this case, the service line notice to the customer while calling will release the company from providing service according to this subscription letter and from any liability. Notwithstanding the aforesaid, the Company shall make every reasonable effort to continue providing services at any time.
- F. This treatment is not defined as emergency treatment and will be scheduled in advance.
- G. Treatments that will require a referral from a doctor, the customer must present this referral to the nurse before the treatment.

8. Emergency Button

- A. Connecting the customer to a computerized center staffed by an experienced team that provides service throughout the year 24 hours a day.
- B. The emergency button is intended for emergency situations such as: medical emergency, security emergency, and other various emergency situations.
- C. With the push of a button, a line of speaking and hearing will be opened that will allow the customer to talk to the call center anywhere in the house. In addition to a stationary device in the customer's home (only one for the customer and his family) will receive a mobile button in the form of a watch or pendant of his choice. At a one-time cost of 80 NIS the customer will be entitled to purchase an additional pendant or an additional mobile button in the form of a watch.
- D. Application to the service provider's call center - by connecting the application to the mobile phone, assistance is provided and locating the customer's location from anywhere in Israel covered by cellular antennas serving cellular providers in Israel. (Help can be obtained by ordering police, MDA, or fire department, as well as locating the contacts defined by the customer.) The app operates subject to and in accordance with its terms of use and the customer must review this before installing the app.
- E. Telephone consultation in accordance with this subscription letter will be given to a customer who purchased an emergency button subscription at no additional charge, beyond payment of the subscription fee.
- F. The services under this section are conditional on the purchase of an emergency button subscription, in accordance with the Company's tariff.
- G. **Without a qualification period!**

9. Emergency Clinics Visit

- A. The customer is entitled to a visit to an emergency clinic in the arrangement ("Bikur Rofeh" or any other appropriate supplier selected by the Company):
- B. In this regard, an emergency clinic will be considered a clinic that provides emergency medical services.
- C. The customer will pay a total of 80 NIS per visit to an emergency clinic in the arrangement.
- D. The number of visits is unlimited.

10. The Manner of Obtaining the Service

- A. Contacting the service call center by phone: A customer in need of service according to this subscription letter will contact the service call center by phone. The customer undertakes to provide the service call center with all the required details, including additional details related to the provision of the service and the medical condition for which the customer needs a service by virtue of this subscriber letter, as requested.
- B. For the purpose of realizing the services according to this subscription letter, the service call center will work 24/7 except for Yom Kippur. In order to respond to general customer service, the service call center will work in this regard every day (except Saturdays and holidays) from 9:00 to 16:00 except holidays and on Fridays and holiday eves in a limited format.

- C. The Company may change the telephone number of the service call center and notice of this will be given to customers.
- D. A customer undertakes to present an ID to the service call center and the service provider prior to receiving the services listed in this subscription letter.
- E. The arrival to the service receipt place (if required) will be at the customer's expense, and he will not be entitled to any refund for this.
- F. In the event of cancellation for service - the customer did not notify of his request for cancellation or announced it later than 48 hours from his request to receive the service, the Company shall be entitled to demand from him the customer set forth payment in the rate of the Arrangement Institute for the service it requested.
- G. The customer will pay directly to another service provider from whom he received the full amount stipulated between them.

11. Responsibility

- A. The Company shall have no liability to the customer in connection with the obligations and duties of the suppliers in the arrangement, as well as service providers and doctors, clinics and institutes that are not in the arrangement, including the quality of the services, coordination of the services, and the customer waives any claim, demand and suit against the company in connection with the obligations and duties of the service providers in the arrangement, including therapists, institutes, clinics, and physicians, as well as those who are not in the arrangement.
- B. Without derogating from the foregoing, it is hereby clarified that the Company is not the employer of the service providers in the arrangement and/or of doctors, therapists, clinics and institutes that are not in the arrangement, the Company shall not be liable to anyone, including the customer, for any damage, loss, ruin, expense including professional negligence or otherwise or any other result, of any kind whatsoever, including attorney fees, that will cause the body or property of anyone, including the customer, whether directly or indirectly, in connection with the services, including for the failure to provide the services and/or for an act or omission of the supplier, service providers and doctors, clinics and institutes that are not service providers, including damages to the service providers' premises and/or doctors' premises, clinics and institutes that are not the service providers.

12. Exceptions

The customer will not be entitled to services and/or indemnification or reimbursement of expenses incurred for them, in whole or in part, in any matter related to and/or arising from the following cases:

- A. Harm to the activity of the service provider or a significant part thereof resulting from force majeure including but not limited to war and/or earthquake and/or strike. Labor disputes, riots, or any other factor that is not under the control of the company or the service provider.
- B. The service does not include the customer's expenses for the purchase of medicines, surgeries, herbs and other materials recommended by the service provider for the purpose of (continuation and/or) the treatment, except for the services listed in the subscription letter.
- C. Other services will be provided in Israel only, Except for Judea and Samaria, the Gaza Strip, the Golan Heights, the Jordan Valley and HAaravah. Notwithstanding the above, other services will be provided in Ma 'ale Adumim, Ariel, Beit Aryeh, Oranit and Shaarei Tikva. In the Golan Heights, the service will be provided in Katzrin or in another settlement in the area. Insofar as at the sole discretion of the company, service will be provided to places that were excluded as aforesaid; this will be in advance from the lines of the law and cannot be seen as any custom or obligation to provide it again.

13. Subscription Fees

- A. The rate of the subscription fee is fixed as a Tariff.
- B. Subscription fees will be paid every 1st of the month for that month.
- C. In the event that subscription fees will not be paid for a consecutive period of 2 months or more, the subscription letter will be canceled, without derogating from the obligation of the subscriber to bear the subscription fees for the past 2 months. The customer will not have any financial or other claim if the arrears of payment will cause the subscription letter cancellation.
- D. If the subscription fee is not paid in full, then:
 - 1. The Company shall be entitled to cancel the Subscription Letter.
 - 2. Without derogating from the generality of the foregoing, the subscription fees, in whole or in part, doesn't paid on time, shall be added to the amount in arrears and as an integral part thereof the differentials as well as interest as interest as determined by the Company at that time, from the date of arrears until its actual repayment to the Company, provided that the interest rate shall not exceed the maximum interest rate in accordance with the Interest Law, 5717-1957
- E. The Company may raise the subscription fee price once a year at a rate not exceeding 5%. This rate can be accrued between the years..

14. Linkage Conditions

- A. All payments in accordance with this Subscription Letter and as specified in the engagement annex, including subscription fees and customer payment amounts are linked to the Consumer Price Index, so that if the new index exceeds the base index, all payments listed in this Subscription Letter will increase according to the rate of increase the new index compared to the base index.
- B. The new index - is the index known as the day of payment of the subscription fee.
The base index - is the index that is published at the accession time to the subscription letter.

15. Various

- A. The conditions specified in the contract appendix constitute an integral part of this subscription letter.
- B. All payments according to this subscription letter and the contract appendix include VAT by law. If there is a change in the VAT amount, they will update the payments accordingly.
- C. Messages sent to the customer, according to the last address given in writing to the company, and/or messages sent to the customer, via electronic notice to mobile device or e-mail will be considered as messages delivered to the customer.
- D. The customer and the company undertake to notify of any change in their address and they will not hear any claim that they have not been notified if sent according to the last address given.
- E. The Company's records shall constitute conclusive evidence to be stated therein.
- F. The service is provided without the involvement of an insurance company and the responsibility for the service will be given by the service provider, including where the service was performed by sub-vendors that works on its behalf, and all subject to the terms of the subscription letter.
- G. The Service Provider undertakes that:
 - 1. The service provided by him will be provided by appropriate and relevant professionals for the type of service;
 - 2. There will be effective and available communication with customers.

16. Subscription Letter Validity

- A. The subscription letter will take effect from the effective date and as long as the subscription fee is paid in full.
- B. B. Regarding the validity of the subscription letter, the provisions regarding the validity, cancellation and modification of the accession form to which it is attached shall apply, as they are set forth in the general conditions of the subscription letter and in accordance with the law provisions. Notwithstanding the foregoing, and notwithstanding the provisions regarding the validity of the subscription letter set forth in the General

Terms as stated, the Company shall be entitled to cancel the subscription letter if it decides to cancel it or not renew it, for any reason and as applicable, to all the customers in the event of termination of the connection between the Company and the Service Provider if the Company has not reached an arrangement with an alternative service provider, in which case 60 days will be given to the customers a prior notice that will be delivered to the customers by the Company and/or the service provider.

- C. **Cancellation by the customer:** It is clarified that the customer is entitled to cancel the subscription letter at any time. The cancellation will be valid at the end of the calendar month from receipt of the customer's notice in the company. Insofar as payment has been made by the customer for the subscription letter for the period following the cancellation, the customer will get refunded the relative amount of the payment paid for the period following the cancellation of the Subscription Letter. The subscription letter will be canceled within 3 business days from the date delivery of the cancellation notice to the Company. Insofar as the cancellation notice has been sent by registered mail, the subscription letter shall be canceled within 6 business days from the date of sending the cancellation notice. It is clarified that no cancellation fee will be collected from the customer for cancellation of the subscription letter within 30 days from the date of accession specified in the accession form, and insofar as services are consumed, the customer will bear the costs for the services.
- D. **Cancellation by the Company:** The Company may cancel this subscription letter at any time and for any reason provided that it has notified about the cancellation of the subscription letter by writing to the customers 30 days before. The company canceled the subscription letter for any reason, the monthly payments will cease from the date of the company's announcement of termination of subscription.
- E. In addition to the provisions of the general conditions of the accession form to which this subscription letter is attached, the validity of the subscription letter, in relation to each one from the customers, will expire with termination of full payment or part of the subscription fee to the company on time in accordance with the law.
- F. To remove any doubt, it is clarified that at the expiration, cancellation or expiration date of this subscription letter, for any reason, the entitlement of the customer to receive the services according to this subscription letter.

17. Jurisdiction Place

Jurisdiction Place of the exclusive local authority to hear any dispute between the parties in connection with this subscription letter is given solely to the competent courts in the city of Tel Aviv and to them only.

18. Tariff

Subscription Letter	Customer type	Price
House Call Doctor	Up to 2 adults + 3 children (up to 18 years old)	79 NIS (For all together)
	Fourth child and above (up to 18 years old)	19 NIS
	Single adult (age 18 and older)	59 NIS
Emergency Button + House Call Doctor	Up to 2 adults without children (even a single adult pays the same amount)	169 NIS
	Supplement for each child (up to 18 years old)	19 NIS

* The subscription fee for children will be updated upon reaching the age of 18.

M.N.R - There may changes from time to time