

PROVIDER PARTNERSHIP AGREEMENT (PUBLIC OFFER)

Last Updated: September 2026

1. General Provisions

1.1. This Provider Partnership Agreement (the "Agreement" or "Public Offer") constitutes a legally binding offer issued by **DocLively** ("Platform", "We", "Us", or "Our"), addressed to licensed medical institutions, healthcare facilities, clinics, and individual medical practitioners (collectively referred to as the "Partner", "Provider", or "You").

1.2. Pursuant to applicable law, your acceptance ("Acceptance") of this Offer occurs unconditionally upon completing any of the following actions:

- Submitting an application or registration form via the "For Providers" section on our website;
- Checking the box indicating agreement to these terms (e.g., *"I agree to the Provider Terms of Cooperation"*);
- Reviewing or responding to any patient inquiry or medical documentation shared through the Platform.

2. Scope of Cooperation

2.1. The Platform provides the Partner with non-exclusive access to DocLively's digital infrastructure to showcase their medical services, receive inquiries from international patients seeking care coordination, and securely exchange medical records (including MRI scans, diagnostic reports, and medical histories).

2.2. **No Medical Practice Notice:** The Platform acts solely as a technology, logistics, and care-coordination facilitator. The Platform is **not a healthcare provider**, does not practice medicine, renders no clinical evaluations, and exercises no control over professional medical judgments.

2.3. **Direct Patient Billing:** All medical consultation and treatment fees are established directly by the Partner. Payment for clinical services is settled **directly between the Patient and the Partner**, without any financial handling, collection, or processing by the Platform for clinical fees.

3. Fees and Financial Terms

3.1. **Free Access Period:** Access to and use of the Platform's care-coordination features for Partners is currently provided on a **complimentary (free-of-charge)** basis. The Platform does not charge referral fees or commissions for connected patients at this time.

3.2. **Future Tariff Adjustments:** The Platform reserves the right to introduce service fees, subscription tiers, or commission structures for marketing and technical services in the future. In such event, the Platform agrees to provide written notice to the Partner via email or account dashboard at least **thirty (30) calendar days** prior to the implementation of any fees. If the Partner does not agree to the proposed terms, they may terminate this Agreement and close their account without penalty prior to the effective date.

4. Data Protection & Confidentiality (DPA Guidelines)

4.1. Both parties acknowledge that care coordination involves processing sensitive health data (e.g., medical imaging, clinical notes, contact details).

4.2. The Platform transfers patient health data to the Partner based on explicit patient authorization solely for the purpose of scheduling, medical review, or second opinions.

4.3. The Partner explicitly covenants to:

- Comply fully with applicable data privacy laws, including the General Data Protection Regulation (GDPR) and regional health data privacy standards;
- Maintain strict medical confidentiality regarding all patient files received via the Platform and refrain from transferring patient data to unauthorized third parties;
- Implement technical and organizational safeguards to ensure secure storage and transmission of patient health records.

5. Professional Warranties & Limitation of Liability

5.1. **Partner Warranties:** The Partner warrants that it holds all active medical licenses, regulatory permits, and professional certifications required to practice medicine in its operating jurisdiction, and that all medical professionals rendering care possess valid credentials and insurance where required.

5.2. **Exclusive Medical Responsibility:**

- The Partner assumes **sole and exclusive medical, legal, and professional liability** for the quality, safety, accuracy, and outcomes of any medical advice, diagnosis, second opinion, or treatment provided to patients.
- The Platform assumes no responsibility or liability for medical malpractice, clinical errors, missed appointments, or disputes arising between Patients and Partners.

5.3. In the event a patient submits a complaint or claim regarding clinical services, the Partner agrees to handle and resolve such claim independently.

6. Service Standards (SLA)

6.1. The Partner agrees to make reasonable efforts to review and respond to patient inquiries and shared medical records in a timely manner (recommended within 24 to 48 hours).

6.2. The Partner shall promptly notify the Platform or patient of any scheduling changes, cancellations, or unavailability of designated medical specialists.

6.3. The Platform reserves the right to suspend or terminate a Partner's profile in cases of unresponsiveness, verified patient complaints, unethical conduct, or revocation of medical licensing.

7. Term & Termination

7.1. This Agreement enters into force upon Acceptance and remains active until terminated by either party.

7.2. Either party may terminate this Agreement at any time, with or without cause, by providing **seven (7) days' written notice** via email or platform notification.

8. Platform Contact & Entity Information

- **Platform Operator:** DocLively
- **Partnership Inquiries:** support@doclively.com
- **Legal Entity Details:** Provided upon partner account verification or available within the Provider Portal.