



YH2 Medical

Terms & Conditions

These Terms and Conditions ("Terms") govern the use of and access to the website <https://www.yh2med.com> ("Website") and the web application <https://www.secure.yh2med.com> ("App") (the Website and App are collectively referred to as "Platform"), owned and operated by YH2 Digital Health (Pvt) Ltd, with its registered office at 32 Park Road, Colombo 05, Sri Lanka, and its affiliates (collectively referred to as "YH2," "we," "us," or "our"). These Terms include our Privacy Policy, available at <https://www.yh2med.com/> ("Privacy Policy"), and any guidelines, additional terms, policies, or disclaimers made available by or issued by YH2 from time to time. We reserve the right to offer our users free trials. These Terms would continue to apply to the use of such free trials.

These Terms constitute a binding and enforceable contract between YH2 and you ("user", "you" or "patient"), an end user of the Website or App and the services available through the Platform. You may authorize other persons to use the Platform on your behalf in certain cases; in such events, you shall be liable for all acts or omissions of the person you authorize to use the Platform. If you are using the Platform on behalf of another party, you represent and warrant that:

- (a) these Terms have been explained in their entirety to you, and
- (b) you have the authority to enter into these Terms on behalf of such party and bind such party to these Terms. You represent and warrant that you have full legal capacity and authority to agree and bind yourself to these Terms.

You represent that you are over 18 years of age. If you are below the age of 18, you may only use the Platform if your guardian or parent has expressly agreed to these Terms on your behalf, and your guardian or parent shall be responsible and liable for your obligations arising out of these Terms.

By using the Platform, you agree that you have read, understood, and are bound by these Terms as amended from time to time, and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access or use the Platform.

1. Platform

(a) The Platform helps you upload, store, and organize all your medical records in one place. Any uploaded content can voluntarily be shared with your family and "Healthcare Service Providers" to ensure you get the help you need, when and where you need it. Healthcare Service Providers may provide users with medical advice, professional opinions, general advice, prescriptions, or other recommendations based on their diagnosis.

(b) The Platform provides the option to select one of the subscription plans that we provide ("Subscription Plan"). Your ability to utilize and enter the Platform is dependent on your acquisition of a Subscription Plan. Alongside the Subscription Plans, YH2 may present you with alternative means of reaching the Platform. All approaches that enable you to make use of the Platform – encompassing, but not limited to, pay-per-use models – will be considered as part of the definition of "Subscription Plans" for the intentions of these Terms.

(c) User Account:

- (i) You can share information with Healthcare Service Providers on the Platform through an account you create or authorize someone to create on your behalf ("User Account"). Depending on the type of subscription model you have availed, you may have the right to create sub-accounts for your family members linked to your User Account or provide chosen immediate family members with access to your User Account.
- (ii) As part of the Terms, you may be required to provide information, including details related to your identification, during the process of creating your User Account. By proceeding, you affirm that all information provided in this regard is complete, accurate, and truthful. Additionally, it is

your responsibility to maintain the confidentiality of your User Account credentials, including usernames and passwords. Please be advised that any personal information shared with us will be treated and processed in accordance with our Privacy Policy.

(iii) You bear exclusive responsibility and accountability for all actions carried out on or via the User Account. We bear no responsibility for any unauthorized access to User Accounts, encompassing but not restricted to hacking and security infringements. We maintain the prerogative to suspend a User Account if we hold the belief that it is being accessed by an unauthorized party.

(d) The Company retains the authority and reserves the right to regulate the hours during which Healthcare Service Providers are accessible online through the Platform, if applicable.

2. User Information

(a) Through the Platform, you have the capability to upload materials and information ("User Information"), including but not limited to documents, images, notes, and/or video and audio recordings. It is essential to comprehend that the User Information you provide may be shared with the Healthcare Service Providers or Caregivers you designate, who might employ it for diagnostic or advisory purposes.

(b) By this agreement, you confer upon us a non-exclusive, global, enduring, transferable, sublicensable, and royalty-free license to utilize, showcase, store, accommodate, convey, render accessible, alter, adjust, translate, and produce derivative works based on the User Information. This license applies to both:

- (i) facilitating the operations of the Platform and its association, and
- (ii) disseminating the User Information to the Healthcare Service Providers you designate via the Platform.

(c) You represent and warrant that:

- (i) your User Information does not and shall not contain any software viruses, corrupted data, or other harmful files or content, and
- (ii) all User Information is true, complete, and accurate.

(d) You represent and warrant that your User Information is not defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive.

(e) Our treatment of User Information shall be in accordance with our Privacy Policy and the Sri Lankan Personal Data Protection Act, No. 9 of 2022.

3. AI-Powered Health Record Analysis and OCR

Premium Subscription Feature

The features described in this section are available exclusively to users on a premium Subscription Plan and are entirely optional. You may continue to use the core Platform without enabling these features.

(a) As part of certain premium Subscription Plans, YH2 offers an optional AI-powered health record analysis feature ("AI Analysis Feature"). When you choose to enable this feature, YH2 will use Optical Character Recognition ("OCR") technology and artificial intelligence tools, including large language models, to read, extract, and interpret information from health documents you have voluntarily uploaded to the Platform.

(b) How AI Analysis and OCR work:

- (i) OCR technology is applied to your uploaded health documents (including laboratory reports, prescriptions, diagnostic results, and other structured health records) to extract readable text and data from those documents.
- (ii) The extracted data is then processed by AI tools to identify health observations, values, and measurable indicators within your records, and to generate plain-language interpretation reports for your personal reference.
- (iii) Before your health data is transmitted to any AI processing service, all personally identifiable information ("PII") — including your name, date of birth, Identity Card number, contact details, and any other direct identifiers — is removed ("de-identified"). Only de-identified health data is transmitted for AI processing. Your identifiable personal information is never transmitted to external AI service providers.
- (iv) De-identified data processed by AI services is used solely to generate your requested analysis and is not retained by those services for any other purpose.

(c) Purpose and limitations of AI Analysis:

- (i) AI-generated analysis reports are provided for educational and informational purposes only. They are NOT medical advice, a medical diagnosis, treatment recommendations, or a substitute for professional medical consultation.
- (ii) AI Analysis is based on general medical reference ranges and published standards. It does not account for your complete medical history, current medications, individual risk factors, age-specific considerations, pregnancy status, or other clinical context that a qualified healthcare provider would consider.
- (iii) AI and OCR technology, while advanced, is not infallible. OCR may produce errors when reading handwritten, faded, or low-quality documents. AI may misinterpret values, test names, or units, and may miss important findings or correlations that a trained healthcare professional would identify.
- (iv) You must always consult a qualified healthcare professional before making any health-related decision. You must not rely solely on AI-generated analysis for any medical decision. You should seek immediate medical attention if you have health concerns, regardless of what the AI Analysis suggests.

(d) Your consent and control:

- (i) The AI Analysis Feature is entirely optional. You must actively choose to enable it. You may disable the AI Analysis Feature at any time through your account settings without affecting your access to the core Platform or your stored health records.
- (ii) By enabling the AI Analysis Feature, you expressly consent to YH2 processing your de-identified health data using OCR and AI tools for the purposes described in this section.
- (iii) You may report an error or inaccuracy in an AI-generated analysis by notifying us at support@yh2med.com. We will investigate and, where appropriate, correct or remove the inaccurate content.

(e) Third-party AI service providers: YH2 engages trusted third-party AI service providers to power the AI Analysis Feature. All such providers are bound by strict data processing agreements and are contractually prohibited from using your de-identified data for any purpose other than generating your requested analysis. All data transmitted to AI service providers is encrypted in transit using industry-standard protocols. YH2 is not liable for errors or inaccuracies introduced by third-party AI services, but we select providers with care and review their outputs on an ongoing basis.

(f) YH2 makes no warranty, express or implied, as to the accuracy, completeness, or fitness for any particular purpose of AI-generated analysis outputs. Your use of the AI Analysis Feature is entirely at your own risk. YH2 accepts no liability for any health-related decision made in reliance on AI-generated analysis.

4. Your Responsibilities

(a) You shall not use the Platform except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:

- (i) copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create derivative works of any content made available on the Platform, or any portion thereof;
- (ii) use the Platform to transmit data containing viruses, malware, or other harmful code;
- (iii) use automated tools or processes to monitor or copy the Platform;
- (iv) make back-up or archival copies of the Platform;
- (v) engage in systematic retrieval of content from the Platform;
- (vi) re-license, sub-license, rent, or lease the rights to use or access the Platform;
- (vii) act in an abusive or threatening manner on the Platform;
- (viii) use the Platform unlawfully or fraudulently;
- (ix) violate applicable laws;
- (x) use the Platform excessively, beyond reasonably required healthcare purposes, as determined by YH2;
- (xi) attempt to reverse engineer, manipulate, or misuse the AI Analysis Feature or OCR functionality, or use outputs from those features for any commercial purpose without YH2's express written consent.

(b) The Platform should not be used in emergencies, for serious medical treatment, ailments requiring physical examination, or accidents.

(c) You shall comply with applicable laws and assume any liability arising from breach of your obligations.

(d) You shall cooperate with us in the defense of proceedings arising from breach of your obligations.

(e) You agree to share testimonials, case studies, marketing materials, and value measurement criteria related to Platform use.

(f) You agree to receive communications from YH2, Healthcare Service Providers, and third parties related to the Platform, health, wellness, or Third Party Services.

5. Our Intellectual Property

(a) All rights in and to the Platform, including intellectual property rights, are owned by YH2 Digital Health (Pvt) Ltd. Subject to compliance with these Terms, you are granted a limited license to use the Platform.

(b) You agree that YH2 may use anonymized User Information and data for analytics and enhancement. Where you have enabled the AI Analysis Feature, YH2 may additionally use aggregated, fully de-identified outputs from AI processing to improve the accuracy and performance of the AI Analysis Feature over time. No identifiable information will be used for this purpose.

(c) Feedback provided by you may be used by us without restrictions.

(d) Except as stated in these Terms, nothing confers rights to our intellectual property to you or your agents or assigns.

6. Fees

(a) Depending on the Subscription Plan you choose, fees may apply. Access to Healthcare Service Providers, other services, and the AI Analysis Feature may require a premium Subscription Plan and payment verification.

- (b) Refunds may be applicable in certain cases, as determined by YH2.
- (c) We may revise fees, notifying you in advance. You have the right to cancel the Subscription Plan if you disagree with revised fees.
- (d) Fees do not include taxes, which will be added as applicable.
- (e) Third-party payment processors may be used for billing, subject to their terms.

7. Third Party Services

- (a) The Platform may contain services, content, information, or features provided by third parties ("Third Party Services"), including the AI and OCR services used to power the AI Analysis Feature. Your access to and use of any Third Party Services is entirely at your own risk.
- (b) Third Party Services' intellectual property belongs to the respective third parties.

8. Term and Termination

- (a) These Terms are valid unless terminated or the Subscription Plan expires. Use after expiry/termination is at your risk.
- (b) We may terminate access without notice for breach of obligations.
- (c) Termination entails loss of access to the Platform, any outstanding payment, and certain Platform features.

9. Disclaimers and Warranties

- (a) Platform use is at your risk. We do not guarantee uninterrupted operation or error-free functions.
- (b) Engagement with Healthcare Service Providers and other Third Party Services is at your risk. YH2 disclaims responsibility for advice provided by Healthcare Service Providers.
- (c) The Platform is a technology platform, not a provider of medical services.
- (d) YH2 is not responsible for Healthcare Service Providers' advice or services.
- (e) Certain conditions require physical consultation. Healthcare Service Providers' advice is based on their education and experience.
- (f) YH2 does not endorse content by authors or the quality, reliability, or accuracy of Healthcare Service Providers' advice.
- (g) AI-generated analysis reports produced by the AI Analysis Feature are educational tools only and are provided without warranty of any kind. YH2 does not guarantee the accuracy, completeness, or suitability of AI-generated outputs for any individual's medical circumstances. You use the AI Analysis Feature entirely at your own risk.
- (h) We disclaim all warranties to the extent permissible by law.

10. Indemnity

You indemnify us for any claims arising from any claims, liabilities, damages, or expenses arising out of your use of the Platform or your breach of these Terms, including any claim arising from your reliance on AI-generated analysis outputs for medical or health-related decisions.

11. Consent to Use Data

- (a) We collect and use information in line with our Privacy Policy.
- (b) Data may be used for analytics, enhancement, and anonymized datasets. Where you have enabled the AI Analysis Feature, your de-identified health data will be processed by AI services as described in Section 3 above.
- (c) We may disclose information to law enforcement or government officials if necessary.

12. Platform Modifications

We retain the authority to introduce, alter, or terminate the Platform (in whole or part) at any time, either temporarily or permanently, with or without prior notice or justification. It is understood and acknowledged by you that we hold no responsibility towards you or any third party for such additions, alterations, suspensions, or terminations of the Platform.

13. Updates

We hold the prerogative to provide minor modifications, enhancements, temporary fixes, or patches, if any, to the Platform ("Updates"). You agree that the inclusion of significant functions or noteworthy new features into the Platform does not fall within the definition of an Update. The determination of what constitutes an Update shall be made solely at our discretion.

14. Force Majeure

We shall not be held accountable to you if our performance of obligations or business operations is impeded or delayed due to occurrences beyond our reasonable control, including but not limited to acts, events, omissions, or accidents outside of our control, such as strikes, utility service or telecommunications network failures, acts of God, warfare, civil unrest, malicious damage, compliance with legal or governmental orders, regulations, or directives, accidents, machinery breakdowns, fires, floods, storms, or supplier or subcontractor defaults.

15. Jurisdiction, Governing Laws, and Dispute Resolution

These Terms shall be governed, interpreted, and enforced in accordance with the laws of Sri Lanka. The exclusive jurisdiction over any matters arising from these Terms or the utilization of the Platform shall be vested in the courts of Colombo.

16. Miscellaneous Provisions

- (a) Modification of Terms - We retain the right to modify these Terms at any time and to append new or supplementary terms or conditions governing your use of the Platform. Such changes and additional terms will be posted on the Platform and, if applicable, communicated to you. Unless explicitly declined (in which case these Terms shall cease to apply), such modifications or additions will take effect immediately and be integrated into these Terms. Your continued usage of the Platform will constitute acceptance of these modifications and additions.
- (b) Severability - If any provision of these Terms is deemed unlawful or unenforceable by a court or other competent authority, the remaining provisions shall remain in effect. If any portion of an unlawful or unenforceable provision could be valid or enforceable if severed, that portion will be considered removed,

and the remainder of the provision shall continue to be in effect (unless this contradicts the evident intention of the paragraph, in which case the entire relevant provision will be deemed removed).

(c) Notices - All formal notices, requests, demands, and determinations directed to us under these Terms (excluding routine operational communications) should be sent to the address listed on our contact page.

(d) Third Party Rights - No third party shall possess the authority to enforce any terms contained herein.

(e) Translations - Translations of these Terms are provided solely for your convenience. In cases where any translated version of these Terms conflicts with this English version, this English version shall prevail.