

MASTER PLATFORM TOS

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A. Master Platform Terms of Service (TOS)

(Users ↔ Platform)

1. Scope

These Terms of Service (“TOS”) govern the use of the EvoCare digital platform by Patients, Therapists, and Creators (“Users”).

EvoCare provides a technical platform only and does not provide medical or therapeutic services.

2. User Accounts

- Users must provide accurate and complete information.
 - Accounts are personal and non-transferable.
 - EvoCare may suspend or terminate accounts in case of misuse, legal violations, or security risks.
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3. Role Separation

- **Therapists** provide treatment under their sole professional responsibility.
- **Creators** provide content under the applicable Creator Agreement.
- **Patients** receive treatment solely from their Therapist.

No contractual relationship regarding treatment exists between EvoCare and Patients.

4. Platform Availability

EvoCare aims for high availability but does not guarantee uninterrupted access. Maintenance, updates, or technical issues may temporarily limit access.

5. Liability Limitation

EvoCare is liable only for damages caused by intent or gross negligence, to the extent permitted by law.

EvoCare is not liable for:

- treatment decisions or outcomes,
- content accuracy,

- billing disputes between Users.
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6. Changes

EvoCare may update these TOS, the PRT Policy, or the Price List for valid reasons. Users will be informed of material changes.

7. Governing Law

German law applies.

B. Creator Terms

Grant of Rights

The Creator grants EvoCare TeleHealth Ltd. (“EvoCare”) an exclusive, irrevocable, worldwide, perpetual, and unlimited license to use, reproduce, distribute, publicly make available, modify, adapt, translate, combine, develop, sublicense, and otherwise exploit all submitted content.

This includes, without limitation:

- use in digital, automated, AI-driven and future technologies
- use for training and optimization of algorithms and digital therapy systems
- integration into all current and future products, platforms, and business models of EvoCare.

The granted rights survive termination of the Creator’s registration.

The agreed platform remuneration fully compensates the rights transfer.

Creator Terms – Content & Rights Transfer

Content & Grant of Rights

1. Scope of Content

Creators provide EvoCare TeleHealth Ltd. (“EvoCare”) with content including, but not limited to, videos, audio files, texts, exercises, therapy programs, treatment concepts, training plans, metadata, and any related materials (“Content”).

2. Exclusive Grant of Rights

The Creator grants EvoCare an exclusive, irrevocable, perpetual, worldwide, and unrestricted license to all Content, including all present and future usage, exploitation, and ancillary rights, to the maximum extent permitted by law.

3. Permitted Use

The granted rights include, without limitation, the right to:

- reproduce, store, distribute, and publicly make the Content available
- modify, adapt, edit, shorten, expand, combine, translate, and further develop the Content
- use the Content in digital, mobile, automated, AI-based, and future technological systems
- use the Content for training, optimization, and development of algorithms, AI systems, and digital therapy solutions
- integrate the Content into all current and future products, platforms, and business models of EvoCare

- sublicense, transfer, or otherwise make the Content available to affiliated companies, partners, payers, and third parties.

4. Exclusivity & Competitive Use

The grant of rights is exclusive. The Creator agrees not to commercially exploit the same or substantially similar Content outside the EvoCare platform if such use competes with EvoCare's services.

5. Moral Rights Waiver

To the extent permitted by law, the Creator waives the exercise of moral rights, including the right of attribution and the right to object to modifications of the Content.

6. Compensation

The grant of rights is fully compensated through the platform's remuneration model (See *Addendum Creator PRT share*). No additional compensation is owed.

7. Survival After Termination

All granted rights survive termination of the Creator's registration or any contractual relationship with EvoCare.

8. Warranties & Indemnification

The Creator warrants that they own all rights to the Content and that the Content does not infringe any third-party rights. The Creator shall indemnify EvoCare against all third-party claims arising from a breach of this warranty.

Frontend Checkbox Text (Registration Consent)

I confirm that all Content I upload is provided exclusively to EvoCare and that EvoCare receives exclusive, irrevocable, perpetual, and worldwide rights to use, modify, develop, and commercially exploit the Content, including after termination of my registration.

C. Addendum to Creator PRT Share Terms

Usage-Based PRT Allocation

This Addendum forms an integral part of the Creator Terms.

1. Principle of Usage-Based Remuneration

Creator remuneration is not based on the mere availability, upload, or inclusion of Content in a therapy session or program.

PRT remuneration is calculated exclusively based on the actual usage of approved Creator Content within therapy sessions or therapy programs.

2. Multiple Creators per Therapy Session

A single therapy session or program may include multiple Content elements (e.g. exercises, modules, sequences) originating from different Creators.

Where Content from multiple Creators is used within the same session or program, the Creator PRT share is divided proportionally among the involved Creators.

3. Creator PRT Pool

For each billable therapy session or program:

- a defined Creator PRT pool is generated in accordance with the applicable PRT Policy, and
- this pool is allocated exclusively among Creators whose Content was actually used.

There is no entitlement to a fixed PRT amount per session, per program, or per Content item.

4. Usage Measurement & Weighting

The allocation of the Creator PRT pool is based on usage parameters determined by EvoCare, which may include, without limitation:

- completion or partial completion of Content,
- duration or intensity of use,
- active interaction indicators,
- therapist confirmation or validation.

EvoCare retains sole discretion to define, adjust, and refine the usage-weighting logic.

5. Proportional Allocation

Each Creator's share of the Creator PRT pool is calculated as follows:

$$\text{Creator Usage Weight} / \text{Total Usage Weight of all Creators} \times \text{Creator PRT Pool}$$

Only Content with a measured usage weight greater than zero is eligible for remuneration.

6. No Influence or Manipulation

Creators shall not:

- attempt to influence therapy composition,
- artificially increase usage metrics,
- manipulate Content structure to maximize PRT allocation.

EvoCare may adjust, reduce, or revoke PRT allocations in cases of misuse, manipulation, or technical abuse.

7. Transparency

Creators may view:

- aggregated usage metrics,
- allocated PRT amounts,
- historical performance data

within the Creator dashboard, subject to platform rules.

EvoCare does not disclose patient-identifiable data.

8. No Guarantee

There is:

- no guarantee of minimum usage,
- no guarantee of minimum PRT allocation,
- no guarantee of future remuneration.

PRT allocation depends entirely on actual clinical usage.

The medical professional independently determines which content is appropriate and clinically suitable for the patient. The platform and content creators do not influence or replace this professional judgment. The selection, adaptation, and application of any content are solely at the independent professional discretion and responsibility of the treating medical professional.

9. Priority Clause

In case of discrepancies between:

- session composition, and measured usage data,

the usage data recorded by the platform shall prevail.

10. Survival

This Addendum survives termination of the Creator's registration or contractual relationship with EvoCare.

D. Therapist Terms – Professional Responsibility & Platform Liability (EN)

Professional Responsibility & Use of the Platform

1. Independent Professional Status

The Therapist acts as an independent, licensed healthcare professional and provides all therapeutic services in their own professional responsibility, in accordance with applicable laws, professional standards, and medical guidelines.

EvoCare does **not** provide medical treatment and does **not** replace professional judgment.

2. **Sole Responsibility for Treatment**

The Therapist is solely and fully responsible for:

- medical and therapeutic decisions
- indication, selection, adaptation, and execution of treatment
- patient assessment, documentation, and informed consent
- compliance with professional, regulatory, and reimbursement requirements.

3. **Role of the Platform**

EvoCare provides a technical and organizational platform only.

The platform supports documentation, communication, content delivery, and workflow management but does not influence, prescribe, or supervise medical decisions.

4. **No Platform Liability / No Recourse**

The Therapist agrees that EvoCare shall not be liable for any treatment outcome, therapeutic decision, or patient-related damage.

The Therapist expressly waives any right of recourse, reimbursement, or indemnification against EvoCare in connection with therapeutic services provided via the platform.

5. **Indemnification**

The Therapist shall fully indemnify and hold harmless EvoCare from all claims, damages, losses, and costs (including legal fees) arising from:

- therapeutic treatment or omission
- violations of professional duties
- patient claims, payer claims, or regulatory actions.

6. **Professional Liability Insurance**

The Therapist confirms that they maintain valid professional liability insurance adequate for the scope of services provided via the platform and shall provide proof upon request.

7. Platform Use Compliance

The Therapist shall use the platform only in accordance with its intended purpose and shall not misuse digital tools, content, or AI-supported functions in a way that violates professional standards.

Therapist Checkbox (Registration / Activation)

I confirm that I act as an independent healthcare professional and bear full responsibility for all treatments provided via the platform. I acknowledge that EvoCare is not liable for therapeutic decisions or outcomes. I irrevocably waive any right of recourse against EvoCare.

E. PRT Policy – Professional Reward Token

1. Purpose & Classification

The Professional Reward Token (PRT) is an internal platform-based accounting unit used to transparently represent performance-based remuneration within the EvoCare platform.

PRT is:

- not a currency
- not legal tender
- not a security
- not a crypto asset
- not transferable outside the platform

PRT exists solely to measure and allocate remuneration between EvoCare, Therapists, and Creators.

2. Generation of PRT




PRT is generated when:

- digital content is used (e.g. exercises, modules, programs),
- therapeutic services are delivered via the platform,
- treatment packages or digital therapy programs are billed.

The number of generated PRT is derived from the patient price and the current PRT conversion factor defined by EvoCare.

3. Allocation of PRT

Generated PRT is automatically allocated according to the applicable platform model, for example:

-  Therapist: Y %
-  Creator: X%
-  Platform: remaining share

The applicable allocation is transparently displayed per service in the dashboard.

4. Credit & Account Management

PRT is:

- usage-based

- automatically credited
- fully traceable

to the respective platform accounts.

There is no entitlement to a minimum number of PRT.

5. Conversion & Payout

PRT may be converted into a payout in local currency in accordance with the applicable platform rules.

- The PRT conversion rate is determined by EvoCare and displayed transparently.
 - EvoCare may define minimum payout thresholds, payout intervals, and administrative fees.
 - There is no guarantee of a fixed or stable conversion rate.
-

6. Taxes & Duties

Participants are solely responsible for:

- taxation,
- social security contributions,
- and any other country-specific obligations.

EvoCare does not provide tax advice.

7. Policy Changes

EvoCare may amend this PRT Policy for legitimate reasons (e.g. regulatory, economic, or technical changes).

Changes will be communicated in advance.

8. Corrections & Misuse

EvoCare reserves the right to correct or reverse PRT allocations in cases of obvious error, misuse, or manipulation.

F. Price List (PRT-Based)

Applicable to Self-Pay Patients

Pricing Principle

All prices are defined in Professional Reward Tokens (PRT) as an internal accounting unit. Billing to the patient is issued in the local currency based on the applicable exchange rate at the time of billing.

Reference value (example):

1 PRT = 0.10 USD

(Indicative value, subject to change)

Example -> BackFit – Back Pain & Spine Care

Initial Services

Service	Duration	Price (PRT)
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Initial Assessment	15 minutes	300 PRT
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Therapy Session	20 minutes	300 PRT
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Each Therapy session may include multiple Content elements (e.g. exercises, modules, sequences) originating from different Creators.

Programs (under DEV)

Program	Duration	Price (PRT)
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BackFit Program	4 weeks	3,000 PRT
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BackFit Program	8 weeks	5,000 PRT
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Optional Add-ons

Service	Description	Price (PRT)
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Extended Therapy Session	+15 minutes	150 PRT
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Additional Digital Module	Specialized exercise set	100 PRT
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Service	Description	Price (PRT)
Progress Review	Digital or live check-in	150 PRT

Billing & Conversion

- Prices are displayed in PRT.
 - Billing is issued in local currency.
 - Conversion is based on:
 - the current PRT price list, and
 - the exchange rate valid at the time of billing.
 - No guarantee of a fixed conversion value.
-

Important Notes

- Prices may be updated periodically.
 - The applicable price is the one displayed at the time of booking.
 - Programs include digital content and therapist-guided supervision as defined in the treatment plan.
 - No reimbursement by third-party payers unless explicitly agreed.
 - For the purposes of PRT calculation, “time used” = “duration” means the actual duration during which a patient engages with a therapy content element as part of a treatment supervised, prescribed, or validated by a licensed healthcare professional under the Closed-Loop Concept (Dr. Hein). Passive exposure, unsupervised usage, background playback, or non-therapeutic interaction shall not be considered “duration.”
-

Transparency Example

4-Week BackFit Program

- Price: **3,000 PRT**
- Reference value: $3,000 \times 0.10 \text{ USD} = \mathbf{300 \text{ USD}}$
- Converted to local currency at billing date

(Example only – final amount depends on exchange rate)

G. Addendum of PRT Policy – Local Currency Conversion

1. Standard Pricing, Reference Value & Local Currency Conversion

This Addendum forms an integral part of the PRT Policy – Professional Reward Token.

2. Global PRT Standard Price

- a) All services offered on the EvoCare platform are priced exclusively in Professional Reward Tokens (PRT).
 - b) PRT represent the single global pricing standard across all countries and regions.
 - c) Prices defined in PRT are binding and authoritative.
Any price displayed in a local currency serves informational and billing purposes only.
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3. Reference Value

- a) EvoCare defines an internal reference value for PRT (e.g. $1 \text{ PRT} = 0.10 \text{ USD}$).
 - b) The reference value:
 - serves solely as an internal calculation anchor,
 - does not constitute a fixed exchange rate,
 - does not represent a guarantee of value,
 - and does not create any entitlement to a specific monetary amount.
 - c) EvoCare may adjust the reference value for legitimate business reasons (e.g. cost structure, market conditions, regulatory requirements).
-

4. Local Currency Conversion

- a) For transparency and billing purposes, prices expressed in PRT may be displayed and invoiced in the local currency of the respective country.
 - b) Conversion into local currency is calculated as follows:
$$\text{PRT Price} \times \text{Reference Value} \times \text{Applicable FX Rate}$$
 - c) The applicable foreign exchange rate (FX) is determined at the time of billing and may be based on reputable market data sources.
 - d) The local currency amount displayed at the time of billing shall be decisive.
-

5. Rounding & Localization

- a) EvoCare may apply commercial rounding or localization rules to local currency displays (e.g. psychological price points).
 - b) Such rounding:
 - *affects only the local currency display,*
 - does not change the underlying PRT price.
-

6. No Currency or Value Guarantee

- a) PRT are not currency, not legal tender, not securities, and not crypto assets.
 - b) There is no entitlement to a fixed conversion rate, a stable value, or a guaranteed payout amount.
 - c) Changes in exchange rates or reference values do not constitute a price change in PRT.
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7. Pricing Governance

- a) EvoCare retains exclusive authority over:
 - the definition of PRT prices,
 - the reference value,
 - the FX sources used for conversion,
 - and localization or rounding rules.
 - b.) PRT prices are changed only at EvoCare's discretion and in accordance with applicable contractual and legal requirements.
-

8. Transparency

Users may view:

- PRT prices,
- reference values (where displayed),
- local currency equivalents,
- and applicable exchange rates

within the platform prior to booking or billing.

9. Priority Clause

In case of discrepancies between PRT prices and local currency displays. the PRT price shall always prevail.

H. Treatment Agreement incl. Platform Use & Self-Pay Terms (PRT-Based)

(Therapist ↔ Patient)

§1 Subject of the Agreement

This agreement governs the therapeutic treatment of the Patient by the Therapist. Treatment is provided in accordance with recognized professional, medical, and ethical standards.

§2 Independent Professional Responsibility

Therapeutic services are provided exclusively by the Therapist under their own professional and clinical responsibility.

The Therapist independently determines:

- indication and treatment goals,
 - type, scope, duration, and content of therapy.
-

§3 Use of Digital Platforms (EvoCare)

1. Digital platforms (e.g. EvoCare) may be used solely as supportive tools, in particular for:
 - exercise guidance and therapy content,
 - documentation and progress tracking,
 - communication between Patient and Therapist.
 2. The platform does not provide medical or therapeutic services and is not a contracting party to this agreement.
 3. Digital systems support but do not replace the Therapist's professional judgment or responsibility.
-

§4 Remuneration – Self-Pay Agreement (PRT Model)

1. If no third-party payer covers the treatment, services are provided on a self-pay basis.
2. Remuneration is calculated using Professional Reward Tokens (PRT) as an internal accounting unit.

3. The applicable prices in PRT are defined in the current price list, which is made available to the Patient prior to treatment.
 4. PRT are not currency, not legal tender, not securities, and not crypto assets. They are used solely to represent the remuneration claim.
-

§5 Conversion & Billing

1. Billing to the Patient is issued in the local currency of the treatment location.
 2. Conversion from PRT into local currency is based on:
 - the current price list, and
 - the exchange rate applicable at the time of billing.
 3. No entitlement exists to a fixed or guaranteed conversion rate.
 4. Invoices are due immediately upon issuance, unless otherwise agreed.
-

§6 Information & Patient Cooperation

1. The Patient confirms that they have been informed about:
 - the nature and objectives of the treatment,
 - the use of digital support tools,
 - the self-pay remuneration model.
 2. The Patient agrees to provide complete and accurate health information and to follow therapeutic instructions.
-

§7 Liability & Platform Separation

1. The Therapist is liable for the proper provision of therapeutic services in accordance with applicable law.
 2. The platform is not liable for therapeutic decisions or treatment outcomes.
 3. This agreement establishes no contractual relationship between the Patient and the platform.
-

§8 Confidentiality & Data Protection

The Therapist is bound by professional confidentiality obligations.

Personal data is processed in accordance with applicable data protection laws, in particular the GDPR. Further details are available in the platform's privacy policy.

§9 Term & Termination

This agreement commences with the first treatment session and ends upon:

- completion of therapy, or
- termination by either party.

The right to terminate for cause remains unaffected.

§10 Final Provisions

If any provision of this agreement is held invalid, the remaining provisions shall remain in full force and effect.

This agreement is governed by the laws of the Federal Republic of Germany.

Confirmations & Consent

Patient Confirmation

I confirm:

- self-pay treatment based on the current PRT price list,
- use of the digital platform as a supportive tool,
- billing in local currency based on the applicable exchange rate.

Therapist Confirmation

I confirm:

- independent professional responsibility for treatment,
 - use of the platform solely as a technical support system.
-

Patient + Therapist Signature is registered per Timestamp electronically

I. Privacy Policy (Healthcare Platform – Summary Version)

1. Data Controller

EvoCare TeleHealth Ltd.

[Address / Contact]

2. Categories of Data

We process:

- account data (name, contact details),
 - health data (Art. 9 GDPR) where required for therapy,
 - usage and technical data.
-

3. Purpose of Processing

Data is processed to:

- provide platform functionality,
 - support therapeutic workflows,
 - fulfill legal obligations,
 - ensure platform security.
-

4. Roles under GDPR

- Therapists are typically Data Controllers for patient data.
 - EvoCare acts as Data Processor providing technical infrastructure.
 - A Data Processing Agreement (DPA) applies where required.
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5. Data Sharing

Data is shared only:

- with authorized Therapists,
 - with service providers under GDPR-compliant agreements,
 - where legally required.
-

6. Data Security

We apply appropriate technical and organizational measures to protect personal and health data.

7. Data Subject Rights

Users have rights to access, rectification, erasure, restriction, portability, and objection under GDPR.

8. Retention

Data is retained only as long as necessary for legal, contractual, or therapeutic purposes.

J. Medical Disclaimer & No-Emergency Clause

Important Medical Notice

1. No Emergency Use

The EvoCare platform is not intended for medical emergencies.

In case of acute symptoms or emergencies, contact local emergency services immediately.

2. No Diagnosis or Treatment by the Platform

EvoCare does not provide diagnoses, treatment recommendations, or medical decisions.

All therapeutic decisions are made exclusively by licensed healthcare professionals.

3. No Continuous Monitoring

The platform does not provide 24/7 monitoring or real-time supervision.

4. User Responsibility

Patients must follow professional instructions and seek immediate medical help when required.

K. Data Processing Agreement (DPA)

(pursuant to Art. 28 GDPR)

This Data Processing Agreement (“**DPA**”) is entered into between:

Controller

Therapist / Practice – Account Name – ID – Address (coming from system)

and

Processor

EvoCare TeleHealth Ltd.

[Address]

1. Subject Matter and Duration

1. This DPA governs the processing of personal data, including special categories of data (health data pursuant to Art. 9 GDPR), by the Processor on behalf of the Controller in connection with the use of the EvoCare platform.
 2. Processing shall be carried out only on documented instructions of the Controller.
 3. This DPA applies for the entire duration of the platform usage by the Controller.
-

2. Nature and Purpose of Processing

Processing activities include, in particular:

- technical provision and operation of the platform,
 - documentation and progress tracking,
 - delivery of digital therapy content and exercises,
 - communication between Therapist and Patient,
 - system maintenance, security, and support.
-

3. Categories of Data and Data Subjects

3.1 Types of Personal Data

- Identification and contact data
- Health data (therapy documentation, progress, notes)
- Usage and technical metadata
- Billing-related data (PRT references, services rendered)

3.2 Categories of Data Subjects

- Patients
 - Therapists
 - Creators (where personal data is processed)
-

4. Obligations of the Processor (EvoCare)

The Processor shall:

1. process personal data only on documented instructions from the Controller,
 2. ensure that persons authorized to process personal data are bound by confidentiality,
 3. implement appropriate technical and organizational measures (TOMs) in accordance with Art. 32 GDPR,
 4. support the Controller in fulfilling obligations regarding:
 - data subject rights,
 - data security,
 - data protection impact assessments (DPIA),
 5. not process data for its own purposes,
 6. notify the Controller without undue delay of any personal data breach.
-

5. Subprocessors

1. The Processor may engage subprocessors only where necessary for platform operation (e.g. hosting, infrastructure, support).
 2. The Processor ensures that subprocessors are:
 - contractually bound in accordance with Art. 28 GDPR,
 - subject to equivalent data protection obligations.
 3. The Controller grants general authorization to use subprocessors.
The Processor shall inform the Controller of material changes.
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6. Technical and Organizational Measures (TOMs)

The Processor implements appropriate measures including, but not limited to:

- access controls and role-based permissions,
- encryption of data in transit and at rest,
- backup and recovery procedures,
- logging and monitoring,

- regular security testing.

A detailed description of TOMs may be provided upon request.

7. Assistance with Data Subject Rights

The Processor shall assist the Controller, insofar as possible, in responding to requests from data subjects concerning:

- access,
 - rectification,
 - erasure,
 - restriction of processing,
 - data portability,
 - objection.
-

8. Data Breach Notification

In the event of a personal data breach, the Processor shall notify the Controller without undue delay, including all information required under Art. 33 GDPR.

9. Data Deletion and Return

Upon termination of the processing relationship, the Processor shall, at the Controller's choice:

- delete, or
- return

all personal data, unless retention is required by applicable law.

10. Audits and Inspections

The Controller may conduct audits or inspections to verify compliance with this DPA, subject to:

- reasonable notice,
 - confidentiality obligations,
 - and minimal disruption of operations.
-

11. Liability

Each party remains responsible for compliance with its respective obligations under the GDPR.

Liability between the parties is governed by the main contractual agreements.

12. Governing Law

This DPA is governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules.

13. Final Provisions

If any provision of this DPA is invalid, the remaining provisions shall remain unaffected.

This DPA forms an integral part of the contractual relationship between the parties.

Place, Date – Controller Therapist - Therapist / Practice – Account Name – ID – Address
Timestamp (coming from system)