

# **BETACARE Terms of Use**

## **Use of Betacare.**

Nitax Technologies Limited (“NXT”, “we”, “us”, or “our”) operates and owns the telemedicine service – “Betacare” and other related websites and mobile applications with links to these Terms of Use (collectively, the “Site”). We offer online telemedicine services enabling our members (“Members”) to report their health history and engage healthcare professionals (“Medical Practitioners”) to obtain medical and healthcare services (“Services”).

By accessing and using Betacare, you agree to be bound by these Terms of Use and all other terms and policies that appear on Betacare. If you do not wish to be bound by any of these Terms of Use, you may not use Betacare or the Services.

## **Healthcare Services.**

The Medical Practitioners who deliver Services through Betacare are independent professionals qualified as medical practitioners in Nigeria. NXT does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by medical practitioners, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither NXT nor any third parties who promote Betacare or provide you with a link to Betacare services shall be liable for any professional advice you obtain from a Medical Practitioner via Betacare.

## **Site Content.**

None of Betacare content (other than information you receive from Medical Practitioners) should be considered medical advice or an endorsement, representation or warranty that any medication or treatment is safe, appropriate, or effective for you.

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## **User Accounts.**

When you register on Betacare, you are required to create an account (“Account”) by entering your name, email address, password and certain other information collected by NXT (collectively “Account Information”). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use Betacare. You agree that the Account Information that you always provide to us, including during registration and in any information, you upload to Betacare, will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone or create more than one Account (except for sub-accounts established for children of whom you are the parent or legal guardian). You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. NXT reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of Betacare and your Account Information. In no event and under no circumstances shall NXT be held liable to you for any liabilities or damages resulting from or arising out of your use of Betacare, your

use of the Account Information or your release of the Account Information to a third party. You may not use anyone else's account at any time.

### **Use of the Services by Children.**

The Services are available for use by children, but children are not authorized to become Members and may not use the Services without the supervision of a parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

### **Access Rights.**

We hereby grant to you a limited, non-exclusive, nontransferable right to access Betacare and use Betacare solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us (“**Access Rights**”). We reserve the right, in our sole discretion, to deny or suspend use of Betacare or Services to anyone for any reason. You agree that you will not, and will not attempt to:

- (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (b) use Betacare or Services to violate any local, state, national or international law;
- (c) reverse engineer, disassemble, decompile, or translate any software or other components of Betacare or Services;
- (d) distribute viruses or other harmful computer code through Betacare; or
- (e) otherwise use the Services or Site in any manner that exceeds the scope of use granted above.

In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with Medical Practitioners through Betacare and to refrain from contacting Medical Practitioners for telemedicine services outside of Betacare. NXT is not responsible for any interactions with Medical Practitioners that are not conducted through Betacare. We strongly recommend that you do not use Betacare on public computers. We also recommend that you do not store your Account password through your web browser or other software.

### **Fees and Purchase Terms.**

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing NXT with your credit card number, account details and associated payment information, you agree that NXT is authorized to immediately invoice your account for all fees and charges due and payable to NXT hereunder and that no additional notice or consent is required.

If your health plan, employer or agency has arranged with NXT to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with NXT, that fee adjustment will be reflected in the fee that you are ultimately charged. Please check with your employer, health plan or agency to determine if any Services will be reimbursed.

**If you do not have insurance coverage for Services, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses.**

NXT offers no guarantee that you shall receive any such reimbursement. NXT reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use. **You understand and agree that for Services provided on an appointment basis, you will be responsible for a missed appointment fee equal to all or a portion of the fees you and your insurer or other payor would have paid for the scheduled services if you do not cancel a scheduled appointment at least 24 hours in advance, unless we notify you in writing that a shorter cancellation window applies.**

### **Termination.**

You may deactivate your Account and end your registration at any time, for any reason by sending an email to [support@betacare.ng](mailto:support@betacare.ng) NXT may suspend or terminate your use of Betacare your Account and/or registration for any reason at any time. Subject to applicable law, NXT reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to Betacare pursuant to its internal record retention and/or content destruction policies. After such termination, NXT will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Medical Practitioners are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

### **Right to Modify.**

We may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. Continued use of Betacare and/or Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use, inclusive of such changes.

### **DISCLAIMER OF WARRANTIES.**

YOU EXPRESSLY AGREE THAT USE OF BETACARE OR SERVICES IS AT YOUR SOLE RISK. BOTH BETACARE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NXT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION.

### **LIMITATION OF LIABILITY.**

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NXT, BETACARE MEDICAL PRACTITIONERS OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, EMPLOYEES, DIRECTORS, PARENTS,

SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF BETACARE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

### **Indemnification.**

You agree to indemnify, defend and hold harmless NXT, Betacare Medical Practitioners and their respective shareholders, officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claims, actions, demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees (“**Claims**”), resulting from, or alleged to result from, your violation of these Terms of Use.

### **Geographical Restrictions.**

NXT makes no representation that all products, services and/or material described on Betacare, or the Services available through Betacare, are appropriate or available for use in locations outside Nigeria or all states and territories within Nigeria.

### **Disclosures.**

All Medical Doctors performing licensed clinical services on Betacare hold the professional licenses issued by the professional licensing agencies in Nigeria. You can report a complaint relating to the care provided by a Medical Practitioner by contacting the Medical and Dental Council of Nigeria. In a professional relationship, sexual intimacy is never appropriate and should be reported to the Medical and Dental Council of Nigeria. You can find the contact information for the Medical and Dental Council of Nigeria [here](#).

Any clinical records created as a result of your use of Betacare will be securely maintained by NXT on behalf of Medical Practitioner for a period that is no less than the minimum number of years such records are required to be maintained under state and federal law, which is typically at least six years.

### **Website Links.**

WE WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, NOR FOR YOUR USE OF SUCH INFORMATION, SOFTWARE OR LINKS, NOR FOR THE ACTS OR OMISSIONS OF ANY SUCH WEBSITES OR THEIR RESPECTIVE OPERATORS.

**Ownership.**

Betacare and its entire contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by NXT, its licensors or other providers of such material and are protected by Nigerian and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use Betacare for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site except as generally and ordinarily permitted through Betacare according to these Terms of Use. You must not access or use for any commercial purposes any part of Betacare or any services or materials available through Betacare.

**Trademarks.**

Certain of the names, logos, and other materials displayed on Betacare or in the Services may constitute trademarks, trade names, service marks or logos ("**Marks**") of NXT or other entities. You are not authorized to use any such Marks without the express written permission of NXT. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

### **Privacy and Communications.**

NXT is required to comply with relevant healthcare privacy and security laws and maintain safeguards to protect the security of your health information. Additionally, the information you provide to your Medical Practitioner during a medical consultation is legally confidential, except for certain legal exceptions as more fully described in our Notice of Health Information Privacy Practices and Privacy Policy. We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Notice of Health Information Privacy Practices and Privacy Policy.

As part of providing you with the Services, we may need to provide you with certain communications such as appointment reminders, service announcements, privacy notices, administrative messages and other communications about the Services (“**Communications**”). These Communications are considered part of the Services and your Account.

You understand that by checking the “agree” box for these Terms of Use and/or any other forms presented to you on Betacare you are agreeing to these Terms of Use and that such action constitutes a legal signature. You agree that we may send to you Communications through electronic means including, but not limited to, (1) by email, using the address that you provided to us during registration, (2) short messaging service (“**SMS**”) text message to the mobile number you provided us during registration (“**SMS Messages**”), (3) push notifications on your tablet or mobile device, or (4) by posting Communications on Betacare. The delivery of any Communications from us is effective when sent by us, regardless of whether you read the Communication. You can withdraw your consent to receive Communications by deactivating your Account. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and NXT. NXT cannot ensure the security or confidentiality of messages sent by email. Information relating to your care, including clinical notes and medical records, are stored on secure, encrypted servers maintained by NXT.

### **SMS Messages Terms and Conditions**

The number of SMS Messages we send as part of our Communications will depend on the frequency of your use of the Services. You can stop receiving SMS Messages at any time by following the instructions contained [here](#). Please note that message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

### **Miscellaneous.**

These Terms of Use and your use of Betacare shall be governed by the laws of the Federal Republic of Nigeria, without giving effect to the principles of conflict of laws. ANY DISPUTE ARISING UNDER OR RELATING IN ANY WAY TO THESE TERMS OF USE WILL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION IN LAGOS, NIGERIA. UNDER THE RULES OF ARBITRATION RULES OF THE LAGOS COURT OF ARBITRATION, EXCEPT THAT EITHER PARTY MAY BRING A CLAIM RELATED TO

INTELLECTUAL PROPERTY RIGHTS, OR SEEK TEMPORARY AND PRELIMINARY SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF, IN ANY COURT OF COMPETENT JURISDICTION, WITHOUT THE POSTING OF BOND OR OTHER SECURITY. ALL CLAIMS, WHETHER IN ARBITRATION OR OTHERWISE, MUST BE BROUGHT SOLELY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in Lagos, Nigeria, for any action related to these Terms of Use.

No waiver by NXT of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of NXT to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

NXT devotes considerable effort to optimizing signal strength and diagnosis deficiencies but is not responsible for the internet or data bandwidth and signal of your mobile device.

# BETACARE Privacy Policy

Your privacy is important to NXT, so we've developed this Privacy Policy to explain how we use your personal information. When we use the term "personal information" in this Privacy Policy, we mean information about you that is personally identifiable to you.

Before we explain how we use your personal information, we need to explain a little about NXT's legal organization because it affects how we use your personal information. As further described in our Terms of Use, we (meaning NXT) operate Betacare, a telemedicine platform for pre-paid managed care and medical services to identified beneficiaries. NXT may use and disclose your personal information collected through Betacare, but how they use and disclose that information depends on whether it is health information or another type of personal information.

We believe that your health information should have heightened privacy protections, which is also required by Nigerian laws. All collection, use, and disclosure of your health information through Betacare is governed by NXT Notice of Health Information Privacy Practices. When you create an Account and log in to Betacare using your Account Information, you access a secure patient portal. We treat all health information that you provide when creating an Account and in the patient portal as health information under NXT Professionals' Notice of Privacy Practices. That means if we need to collect, use, or disclose that health information for any reason, we follow the Notice of Privacy Practices. Please review the Notice of Privacy Practices for more information on how we protect your health information and your rights under applicable laws.

This Privacy Policy explains how we collect, use, and disclose your other personal information that is not health information. By using Betacare, you agree that we can collect and use your personal information as described in this Privacy Policy. If you do not agree, please do not use Betacare.

## *The personal information we collect or maintain may include:*

- **Site Activity Information.** We track certain actions you take on Betacare such as the content of searches performed on Betacare and information that you enter into Betacare (e.g. your name and email address when signing up for an email newsletter, requesting more information about us and our Services, etc.).
- **Access Device and Browser Information.** When you access Betacare from a computer or other device, we may collect information from that device, such as your Internet protocol address, browser type, connection speed, device model, operating system version, and access times.
- **Cookies.** We may use both session Cookies (which expire once you close your web browser) and persistent Cookies to make Betacare and Services easier to use, to make our



advertising better, and to protect both you and NXT. For more information about our use of Cookies and to opt out of performance, functionality, or targeting cookies please visit our cookie preference center.

- **Analytics Tools.** We use tools such as Google Analytics, AppsFlyer and Mixpanel to help analyze how individuals use Betacare. Such third parties may use Cookies, APIs, and SDKs in our services to enable them to collect and analyze user and device related data and information on our behalf. Google Analytics, AppsFlyer, and Mixpanel use Cookies to collect information such as how often users visit Betacare, what pages they visit, and what other sites they used prior to coming to Betacare. We use the information we get to improve our Site and Services. Although Google Analytics plants a persistent Cookie on your web browser to identify you as a unique user the next time you visit Betacare, the Cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to Betacare is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. You may prevent your data from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout/>.
- Certain features of BetaCare use GPS technology to collect real-time information about the location of your device so that Betacare can connect you to a Medical Practitioner who is licensed or authorized to provide Services in the state where you are located. Strictly necessary and functionality Cookies are used on our Site to support Site functionality and security. These Cookies collect crash analytics and Site activity data, as well as provide security measures.
- We may collect information from your mobile device or computer including the type of device used to access Betacare, operating system version, and mobile device carrier. This information is used to identify and fix bugs and otherwise improve the performance of Betacare.

In many circumstances, the information listed above is non-personal information. For example, the information collected through Cookies may not contain any identifiable personal information. We will still treat that information as personal information under this Privacy Policy if (a) an applicable local law considers it to be personal information or (b) we combine it with personal information.

#### ***De-Identified Information.***

We may use de-identified information created by us without restriction. When we use the term "de-identified information," we mean information that is neither used nor intended to be used to personally identify an individual.

***Children under age 18.***

We do not knowingly allow individuals under the age of 18 to create Accounts that allow access to our Site. Children under the age of 18 may only use Betacare in accordance with our Terms of Use, and any personal information relating to those children will be health information governed by the Notice of Privacy Practices. If we learn that we have collected the personal information of a child under 18, or equivalent minimum age depending on jurisdiction, outside the above circumstances we will take steps to delete the information as soon as possible.

***We may use your personal information for the following purposes:***

- To provide you with Betacare and full functionality on Betacare.
- To notify you when Site updates are available.
- To market and promote Betacare and the Services to you.
- To create de-identified information such as aggregate statistics relating to the use of Betacare.
- To fulfill any other purpose for which you provide us personal information.

***We may also disclose personal information that we collect, or you provide:***

- To our subsidiaries, affiliates, and associated organizations.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential.
- As required by law, which can include providing information as required by a court order.
- When we believe in good faith that disclosure is necessary to protect your safety or the safety of others, to protect our rights, to investigate fraud, or to respond to a government request.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of NXT's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information maintained by Betacare is among the assets transferred.
- For any other purpose disclosed by us when you provide the information.

***Disclosure to Third Parties.***

At times NXT may provide third parties with certain personal information to provide or improve our products and services, including to help us market to consumers. When we do, we require

those third parties to handle it in accordance with applicable laws. NXT does not sell personal information, and personal information will not be shared with third parties for their marketing purposes.

This Privacy Policy applies only to information we collect through Betacare. This Privacy Policy DOES NOT apply to information collected by any third party. When you click on links on Betacare you may leave our Site. We are not responsible for the privacy practices of other sites, and we encourage you to read their privacy statements.

***Modification of Information.***

Members will be able to update some of their information through Betacare. Requests to modify any information may also be submitted to [support@betacare.ng](mailto:support@betacare.ng)

***Limitations on Deletion of Information.***

You may request deletion of your personal information by us, however, we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete personal information, it will be deleted from the active database, but may remain in our archives (subject to applicable law) and we may also retain anonymous information about your use of our services. Once we disclose some of your personal information to third parties, we may not be able to access that personal information any longer and cannot force the deletion or modification of any such information by the parties to whom we have made those disclosures. After we delete personal information, we may retain de-identified information and will continue to use de-identified information as permitted under this Privacy Policy.

***Steps we take to keep your information secure.***

We employ reasonable physical, electronic, and managerial security methods to help protect against unauthorized access to personal information, such as encryption. But please be aware that no data transmission over the Internet or data storage facility can be guaranteed to be perfectly secure. As a result, while we try to protect your personal information, we cannot ensure or guarantee the security of any information you transmit to us.

***Right to Non-Discrimination.***

We will not discriminate against you for exercising any of your privacy rights under law, or as set forth in this Privacy Policy.

***Changes to the Privacy Policy.***

We may change the Privacy Policy from time to time in the future. We will post any revised version of the Privacy Policy on this page. Continued use of our services following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. By using Betacare, you are agreeing to our collection, use and disposal of personal information and other data as described in this Privacy Policy, both as it exists now and as it is changed from time to time.

All capitalized terms in the NXT Privacy Policy not defined herein shall have the meaning set forth in the NXT Terms of Use.

*If you have questions or concerns about our Privacy Practices, or would like to report a violation, please contact us by sending an email to [support@betacare.ng](mailto:support@betacare.ng)*

# NOTICE OF HEALTH INFORMATION PRIVACY PRACTICES

The Medical Practitioners who deliver Services through Betacare practice within a group of independently owned professional practices. This Notice of Health Information Privacy Practices or “Notice” describes how the Medical Practitioners (and NXT when acting on behalf of the Medical Practitioners) may use and disclose your health information and how you can access this information. Please review this Notice carefully.

## *How is patient privacy protected?*

We understand that information about you and your health is personal. By “health information,” we mean protected health information as defined under Nigerian laws. Not only is it our legal obligation, but it is our business imperative to ensure the confidentiality of your health information. We continuously seek to safeguard your health information through administrative, physical, and technical means, and otherwise abide by applicable federal and state laws.

## *How do we collect and maintain your health information?*

The health information that we collect or maintain may include:

- Your name, age, email address, username, password, and other registration information.
- Health information that you provide us, which may include information or records relating to your medical or health history, health status and laboratory testing results, diagnostic images, and other health related information.
- Health information about you prepared or obtained by the Medical Practitioners(s) who provide telemedicine services through Betacare such as medical records, treatment and examination notes, and other health related information.
- Billing information that you provide us, such as credit card information, or that we receive from a health plan, employer or other provider of healthcare benefits on your behalf.

## *How do we use and disclose health information?*

We use and disclose your health information for the normal business activities that the law sees as falling in the categories of treatment, payment and healthcare operations. Generally, we do not need your permission for these disclosures under applicable laws. Below we provide examples of those activities, although not every use or disclosure falling within each category is listed:

- **Treatment** – We keep a record of the health information you provide us. This record may include your test results, diagnoses, medications, your response to medications or other therapies, and information we learn about your medical condition through Betacare. We may

disclose this information so that other doctors, nurses, and entities such as laboratories can meet your healthcare needs.

- **Payment** – We document the services and supplies you receive when we are providing care to you so that you, your insurance company or another third party can pay us. We may tell your health plan about upcoming treatment or services that require prior approval by your health plan.
- **Health Care Operations** – Health information is used to improve the services we provide, to train staff, for business management, quality assessment and improvement, and for customer service. For example, we may use your health information to review our treatment and services and to evaluate the performance of our staff in caring for you.

Subject to regulatory requirements, we may also use and disclose your health information to:

- Comply with federal, state or local laws that require disclosure.
- Assist in public health activities such as tracking diseases or medical devices.
- Inform authorities to protect victims of abuse or neglect.
- Comply with federal and state health oversight activities such as fraud investigations.
- Respond to law enforcement officials or to judicial orders, subpoenas or other processes.
- Inform coroners, medical examiners and funeral directors of information necessary for them to fulfill their duties.
- Facilitate organ and tissue donation or procurement.
- Conduct research following internal review protocols to ensure the balancing of privacy and research needs.
- Avert a serious threat to health or safety.
- Assist in specialized government functions such as national security, intelligence and protective services.
- Inform military and veteran authorities if you are an armed forces member (active or reserve).
- Inform a correctional institution if you are an inmate.

- Inform workers' compensation carriers or your employer if you are injured at work.
- Recommend treatment alternatives.
- Tell you about health-related products and services.
- Communicate within our organization for treatment, payment, or healthcare operations.
- Communicate with other providers, health plans, or their related entities for their treatment or payment activities, or health care operations activities relating to quality assessment and improvement, care coordination and the qualifications and training of healthcare professionals.
- Provide information to other third parties with whom we do business, such as a record storage provider. However, you should know that in these situations, we require third parties to provide us with assurances that they will safeguard your information.
- We may also use or disclose your personal or health information for operational purposes. For example, we may communicate with individuals involved in your care or payment for that care, such as family or guardians and send appointment reminders.

All other uses and disclosures, not previously described, may only be done with your written authorization. We will also obtain your authorization before we use or disclose your health information for marketing purposes or before we would sell your information. You may revoke your authorization at any time; however, this will not affect prior uses and disclosures.

***What are the Medical Practitioner's Responsibilities?***

We are required by law to:

- Maintain the privacy of your health information.
- Provide this Notice of our duties and privacy practices.
- Abide by the terms of the Notice currently in effect.
- Tell you if there has been a breach that compromises your health information.

We reserve the right to change our privacy practices and make the new practices effective for all the information we maintain. Revised notices will be posted on Betacare.

We may ask that you make some of these requests in writing.

***What if I have a complaint?***

If you believe that your privacy has been violated, you may file a complaint with us. We will not retaliate or penalize you for filing a complaint with us. To file a complaint with us or receive more information contact:

Phone: 09047152190

Email: [support@betacare.ng](mailto:support@betacare.ng)

Address: Lagos, Nigeria

Attn: BetaCare

***Who will follow this Notice?***

This Notice describes the health care practices of:

- Any Medical Practitioner authorized to access and/or enter information into your health record;
- All departments and units of NXT and Medical Practitioners through which online health services are provided; and
- All affiliates and volunteers.