



TERMS AND CONDITIONS / TERMS OF USE

PACTIM

Effective Date: 19 August 2026

These Terms replace and consolidate the Terms of Use presently published on the PACTIM website and are intended to apply to both the web and mobile versions of the Platform.

OVERVIEW

Operator: ESR PARADISE HOLDING LTD., company number 1501564 (IBC), a company incorporated in the Commonwealth of The Bahamas.

Registered Office: 211 Church Street, Sandyport, West Bay Street, P.O. Box SP-64425, New Providence, The Bahamas

Platform: www.pactim.com

1. ACCEPTANCE

By accessing, downloading, installing, registering for, or using the PACTIM website, mobile application, or any other services made available by PACTIM (collectively, the “**Platform**”), you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions, together with the PACTIM Privacy Policy, Cookie Policy and Child Safety Policy, each of which is incorporated into these Terms by reference.

If you do not agree to these Terms and Conditions, you must not access, register for, or use the Platform.

By creating an account or otherwise using the Platform, you confirm that you are **18 years of age or older**, have the legal capacity to enter into these Terms and Conditions, and that all information provided by you to PACTIM is true, accurate and complete.

Where you use the Platform on behalf of a company, organisation or other legal entity, you represent and warrant that you have the necessary authority to bind that entity to these Terms and Conditions.

PACTIM may amend these Terms and Conditions from time to time in accordance with the amendment provisions contained herein. Your continued use of the Platform following the effective date of any amendments will constitute your acceptance of the amended Terms and Conditions, to the extent permitted by applicable law.

2. ELIGIBILITY AND ACCOUNT RESPONSIBILITY

The Platform is intended solely for individuals who are **18 years of age or older**. By accessing or using the Platform, you represent and warrant that you meet this age requirement and have the legal capacity to enter into these Terms and Conditions.

You must provide accurate, complete and current information when creating or maintaining an account. You must not impersonate another person, create an account using a false identity, misrepresent your professional qualifications or credentials, or otherwise provide information that is misleading or fraudulent.

You are responsible for maintaining the confidentiality and security of your account credentials and for all activities conducted through your account. You must notify PACTIM promptly if you become aware of any unauthorised access to or use of your account.

Each User is responsible for ensuring that their use of the Platform complies with all applicable laws, regulations, professional requirements and these Terms and Conditions.

PACTIM reserves the right, where reasonably necessary, to request additional information or documentation to verify a User's identity, age, professional status or other information provided to PACTIM. PACTIM may suspend, restrict or terminate an account where information provided is inaccurate, misleading or fraudulent, where the User does not satisfy the eligibility requirements, or where PACTIM reasonably believes that the account or Platform is being used in breach of these Terms and Conditions or applicable law.

3. PRACTITIONER VERIFICATION

Users who register or present themselves on the Platform as practitioners, healthcare professionals, therapists, specialists or other professionals (“**Practitioners**”) may be required to provide information and supporting documentation relating to their identity, qualifications, professional registrations, licences, certifications, education, experience and professional status.

PACTIM may review and verify such information using information and documentation provided by the Practitioner, publicly available information, professional registers, regulatory bodies or other verification sources that PACTIM considers reasonably appropriate.

A Practitioner is responsible for ensuring that all information and documentation submitted to PACTIM is accurate, complete, current and not misleading. Practitioners must promptly notify PACTIM of any material change to their qualifications, registration, licence, professional status or other information relevant to their profile.

Completion of a verification process or the display of a verification indicator on a Practitioner’s profile **does not constitute an endorsement, accreditation, certification or guarantee by PACTIM** of the Practitioner, their qualifications, competence, services or professional conduct. Users remain responsible for independently assessing the suitability and credentials of any Practitioner before engaging their services.

PACTIM reserves the right to refuse, suspend, withdraw or remove verification where information cannot be satisfactorily verified, becomes inaccurate or outdated, or where PACTIM reasonably believes that a Practitioner has breached these Terms and Conditions or applicable law.

Nothing in the verification process relieves a Practitioner of any professional, statutory, regulatory, licensing or ethical obligations applicable to their practice.

4. PLATFORM ROLE AND MEDICAL DISCLAIMER

PACTIM is a technology and professional networking platform that facilitates connections between Users and Practitioners and provides functionality for professional profiles, networking, communication, educational and informational content, and the sharing of User Content.

PACTIM is not itself a healthcare provider, medical practitioner or other professional service provider.

Any information, content, advice, recommendations, opinions, profiles or other material made available through the Platform is provided by the relevant User or Practitioner and does not necessarily represent the views or opinions of PACTIM. PACTIM does not independently verify, endorse or guarantee the accuracy, completeness, quality, safety or suitability of information or services provided by Users or Practitioners, except to the extent expressly stated in relation to its Practitioner verification process.

The Platform and its Content are provided for **general informational and educational purposes only** and are not intended to constitute medical advice, diagnosis, treatment or a substitute for consultation with an appropriately qualified healthcare professional.

Users should not rely on information obtained through the Platform as a substitute for professional medical advice or use it to diagnose or treat a medical condition. Where a User has a medical concern or requires medical assistance, the User should consult an appropriately qualified healthcare professional.

Any Practitioner remains solely responsible for the professional services, advice, recommendations, diagnoses or treatment provided by that Practitioner. The use of the Platform does not create a practitioner-patient relationship between a User and PACTIM.

To the maximum extent permitted by applicable law, **PACTIM accepts no responsibility for any loss, injury, damage or adverse consequence arising from a User's reliance on medical, healthcare or other professional information or services obtained through the Platform.** Nothing in these Terms excludes or limits any liability which cannot lawfully be excluded or limited.

5. USER CONTENT

Users may submit, upload, post, transmit or otherwise make available through the Platform text, photographs, images, videos, audio, documents, comments, reviews, messages, professional information and other materials ("**User Content**").

Users retain ownership of the User Content they submit to the Platform. However, by submitting User Content, you grant **ESR PARADISE HOLDING LTD.** a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, communicate, display, distribute, adapt, format and otherwise process the User Content to the extent reasonably necessary to operate, maintain, secure, moderate, improve and promote the Platform and to provide its services.

The licence granted to PACTIM will continue for as long as reasonably necessary for the purposes for which the User Content was submitted, subject to any applicable rights of deletion, withdrawal or other rights under the Privacy Policy and applicable law.

You represent and warrant that you own or otherwise have all rights, permissions and consents necessary to submit the User Content to the Platform and to grant the rights contemplated by these Terms. You further warrant that your User Content does not infringe any third party's intellectual property, privacy, confidentiality or other rights and does not otherwise violate these Terms or applicable law.

You must not submit or publish any User Content that is unlawful, defamatory, fraudulent, misleading, threatening, abusive, discriminatory, obscene, invasive of another person's privacy, harmful to minors, or that promotes or facilitates unlawful conduct. You must also not publish another person's personal, confidential or health-related information without the necessary authority or consent.

PACTIM does not claim ownership of User Content and does not endorse or guarantee the accuracy, completeness, legality or reliability of User Content submitted by Users. Users remain solely responsible for their User Content and for any consequences arising from its publication or use.

PACTIM reserves the right, but does not assume an obligation, to review, moderate, restrict, refuse, remove or disable access to User Content where it reasonably considers this necessary to enforce these Terms, protect Users, address safety concerns, investigate suspected misconduct, comply with applicable law or protect the rights, property or security of PACTIM or any third party.

PACTIM may retain or preserve User Content where reasonably necessary for legal compliance, dispute resolution, security, fraud prevention, investigation or enforcement purposes, subject to applicable law and the PACTIM Privacy Policy.

6. HEALTH RELATED INFORMATION

The Platform may allow Users to voluntarily provide, upload, post, transmit or otherwise disclose information relating to their health, medical history, conditions, treatment, wellbeing or other health related matters (“**Health Information**”).

Users acknowledge that Health Information may constitute sensitive or special category personal information under applicable data protection and privacy laws. Users should therefore exercise caution before providing Health Information through the Platform and should only provide information which they are legally entitled to disclose.

A User must not submit or disclose Health Information relating to another person unless the User has the lawful authority or appropriate consent to do so.

Where the Platform permits Health Information to be shared publicly or with other Users, the User acknowledges that such information may be accessible to the relevant recipients and may be copied, retained or further disclosed by those recipients. Users should not publish Health Information in a public area of the Platform where they do not wish that information to be accessible to others.

PACTIM will process Health Information in accordance with its **Privacy Policy** and applicable data protection and privacy laws. Where applicable law requires a specific legal basis, condition or consent for the collection or processing of Health Information, PACTIM will implement the relevant requirements through the Platform.

PACTIM does not require Users to disclose Health Information merely to access or use the ordinary networking functionality of the Platform, unless expressly stated in relation to a particular feature or service.

Health Information made available through the Platform does not constitute medical advice, diagnosis or treatment and must not be relied upon as a substitute for consultation with an appropriately qualified healthcare professional. PACTIM does not independently verify the accuracy or completeness of Health Information submitted by Users and accepts no responsibility for decisions made by a User based on Health Information obtained through the Platform, to the maximum extent permitted by applicable law.

7. ACCEPTABLE USE

You may use the Platform only for its intended purposes and in accordance with these Terms and all applicable laws and regulations. You must not use the Platform in any manner that may harm PACTIM, its Users, Practitioners or any third party, or that may interfere with the operation, security or integrity of the Platform.

In particular, you must not:

1. **Misrepresent yourself** by creating a false identity, impersonating another person or organisation, or providing false, misleading or fraudulent information, including in relation to your professional qualifications or credentials.
2. **Engage in unlawful or harmful conduct**, including using the Platform to facilitate, promote or participate in any activity that is unlawful, fraudulent, abusive, threatening, discriminatory or otherwise harmful.
3. **Harass, abuse or threaten others**, including stalking, bullying, intimidation, unwanted sexual conduct, exploitation or other conduct that may cause harm or distress to another User.
4. **Endanger or exploit minors**, including attempting to contact, groom, exploit or sexually abuse a minor, or creating, requesting, sharing or distributing child sexual abuse material.
5. **Publish prohibited or harmful content**, including content that is defamatory, obscene, excessively vulgar, discriminatory, hateful, threatening, fraudulent, misleading or invasive of another person's privacy.
6. **Misuse personal or health information**, including publishing or distributing another person's personal, confidential or Health Information without the necessary authority or consent.
7. **Infringe intellectual property or other rights**, including uploading, copying, distributing or otherwise using material belonging to another person without the necessary rights, permission or licence.
8. **Interfere with the Platform**, including introducing malware, viruses or other harmful code, attempting to gain unauthorised access, circumventing security measures, disrupting Platform functionality or interfering with the accounts of other Users.

9. **Scrape or harvest information**, including using automated tools, bots, crawlers or other means to systematically access, collect, copy or extract information or Content from the Platform without PACTIM's prior written consent.
10. **Manipulate the Platform**, including artificially creating or manipulating ratings, reviews, engagement, practitioner credentials, profiles or other Platform information.
11. **Circumvent verification or moderation**, including attempting to bypass Practitioner verification, content moderation, account restrictions, suspension measures or other safeguards implemented by PACTIM.
12. **Use the Platform for unauthorised commercial purposes**, including unsolicited advertising, spam, solicitation or promotion of products or services where such activity is not permitted by PACTIM.
13. **Use the Platform to provide inappropriate professional advice**, or otherwise represent that PACTIM has approved, endorsed or guaranteed any professional service, qualification, treatment or recommendation.
14. **Use the Platform in a manner that could damage PACTIM's reputation**, compromise its security or expose PACTIM or its Users to legal or regulatory liability.

PACTIM reserves the right to investigate suspected breaches of this clause and, where reasonably necessary, to remove or restrict access to Content, suspend or terminate an Account, restrict Platform functionality or take any other action permitted under these Terms and applicable law.

8. MODERATION, FACT CHECKING AND SAFETY

PACTIM is committed to maintaining a safe, respectful and reliable environment for its Users and Practitioners. PACTIM may undertake moderation, editorial review, fact checking and other safety measures in respect of Content made available through the Platform.

PACTIM may use a combination of **automated systems, including artificial intelligence assisted tools, and human review** to identify, assess and address Content or conduct that may be unlawful, harmful, abusive, misleading, inappropriate or otherwise in breach of these Terms.

Moderation and fact checking may include the identification and removal of spam, abuse, vulgarity, misinformation, fraudulent or misleading Content, inappropriate conduct and other material that may compromise the safety, integrity or intended purpose of the Platform.

PACTIM may, at its discretion and where reasonably necessary, **review, restrict, edit, remove, disable access to or otherwise moderate Content**, or suspend or terminate an Account associated with such Content or conduct. PACTIM may also preserve Content and associated information where reasonably necessary for purposes of investigating suspected misconduct, complying with applicable law, protecting Users or enforcing these Terms.

PACTIM may take action without prior notice where it reasonably considers that immediate action is necessary to protect a User, prevent harm, address a security concern, comply with applicable law or prevent the continued dissemination of prohibited or harmful Content.

Although PACTIM may undertake fact checking and moderation, **PACTIM does not warrant that all Content will be reviewed, verified or identified as inaccurate, misleading, harmful or inappropriate**. Users acknowledge that Content may be published or remain available before moderation takes place or despite PACTIM's reasonable efforts to identify and address it.

The fact that Content remains available on the Platform does not constitute an endorsement by PACTIM of that Content or confirmation of its accuracy, legality or reliability.

Users may report Content or conduct that they believe violates these Terms through the reporting mechanisms made available on the Platform. PACTIM may investigate reports and take such action as it considers appropriate in the circumstances.

Nothing in this clause creates an obligation on PACTIM to monitor all Content or to conduct continuous or comprehensive fact checking, except to the extent that such an obligation arises under applicable law.

9. CHILD SAFETY

PACTIM is an **18 years and older platform** and is committed to maintaining a safe environment for its Users. PACTIM has zero tolerance for child sexual abuse and exploitation, grooming, or any other conduct that places children at risk.

Users must not use the Platform to contact, solicit, groom, exploit, abuse or otherwise endanger any person under the age of 18. Users must also not create, upload, request, transmit, distribute or otherwise make available any content involving the sexual exploitation or abuse of children.

Users must not misrepresent their age or identity for the purpose of gaining access to, communicating with or interacting with a minor.

PACTIM may use automated detection systems, artificial intelligence assisted tools and human moderation to identify Content or conduct that may present a child safety risk. Where PACTIM reasonably identifies or suspects a child safety violation, it may immediately remove or restrict access to the relevant Content, suspend or terminate the relevant Account, preserve relevant information and take any other action reasonably necessary to protect Users and the Platform.

PACTIM may report suspected child sexual abuse, exploitation or other conduct involving the safety of children to law enforcement, regulatory authorities or other competent organisations where required or permitted by applicable law.

Users are encouraged to report any suspected child safety violation through the reporting mechanisms made available on the Platform. Reports should contain sufficient information to enable PACTIM to investigate the concern without unnecessarily disclosing additional personal or sensitive information.

Where there is an immediate risk of harm to a child, Users should contact the appropriate emergency or law enforcement authorities in their jurisdiction.

Practitioners using the Platform remain responsible for complying with all professional, statutory and regulatory child protection and mandatory reporting obligations applicable to them. Nothing in these Terms limits or replaces any independent obligation to report suspected abuse or protect a child.

PACTIM's approach to child safety, including its reporting and enforcement procedures, is further addressed in the **PACTIM Child Safety Policy**, which forms part of the Platform's legal framework.

10. ADVERTISING AND THIRD PARTY SERVICES

PACTIM may display advertisements, sponsored content, promotional material and other commercial communications through the Platform. Advertising may be provided by PACTIM or by third party advertising partners and may be presented based on information relating to a User's use of the Platform, interests, preferences or interactions, subject to applicable law and any consent or opt out requirements.

PACTIM may use third party advertising, analytics and similar technologies to measure advertising performance, understand Platform usage and, where permitted, personalise or deliver relevant advertising. The use of non essential cookies or similar technologies will be subject to the PACTIM Cookie Policy and any consent mechanism required by applicable law.

PACTIM may also make available links to, integrations with, or functionality provided by third parties, including cloud hosting, analytics, authentication, communications, notification, security and other technology service providers ("**Third Party Services**").

Your use of any Third Party Service may be subject to the terms, conditions and privacy policies of the relevant third party. PACTIM does not control and, except where expressly stated, does not assume responsibility for the availability, accuracy, security, content, products or services provided by any third party.

The inclusion of an advertisement, sponsored communication, third party link or integration on the Platform **does not constitute an endorsement, recommendation or guarantee by PACTIM** of the relevant third party, its products or services.

PACTIM may receive advertising revenue, referral fees or other commercial consideration from third parties in connection with advertisements, referrals or other commercial arrangements. Such arrangements do not alter PACTIM's obligations under these Terms, the Privacy Policy or applicable law.

PACTIM may change, suspend or discontinue any advertising arrangement or Third Party Service at any time where reasonably necessary for operational, commercial, security or legal reasons.

To the maximum extent permitted by applicable law, PACTIM is not responsible for any loss, damage or liability arising from a User's interaction with, reliance upon or use of any third party advertisement, website, product, service or other Third Party Service.

11. INTELLECTUAL PROPERTY

All intellectual property rights in and to the Platform, including its software, source code, object code, architecture, functionality, interfaces, design, graphics, text, databases, compilations, trade marks, logos, names, domain names, documentation and other materials made available by or on behalf of PACTIM ("**PACTIM IP**"), are owned by or licensed to **ESR PARADISE HOLDING LTD.**, unless expressly stated otherwise.

Nothing in these Terms transfers, assigns or otherwise grants to you any ownership interest in the PACTIM IP. Subject to your compliance with these Terms, PACTIM grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Platform and the PACTIM IP solely for your personal and lawful use of the Platform and for its intended purposes.

You must not, without PACTIM's prior written consent or unless expressly permitted by applicable law, copy, reproduce, modify, adapt, translate, distribute, publish, transmit, sell, license, lease, rent, commercially exploit or create derivative works from any part of the PACTIM IP. You must also not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying structure of the Platform, except to the extent that such restriction is prohibited by applicable law.

The PACTIM name, trade marks, logos, service marks, domain names, branding and other distinctive signs are the property of PACTIM or its licensors. You may not use, reproduce or display any such marks without PACTIM's prior written consent, except where reasonably necessary to identify PACTIM or the Platform.

All rights not expressly granted to you under these Terms are reserved by PACTIM and its licensors.

Nothing in this clause affects the ownership rights of Users in their **User Content**. User Content is dealt with separately under the **User Content** clause of these Terms, including the licence granted by Users to PACTIM for the operation and provision of the Platform.

Where third party materials, software or services are incorporated into or made available through the Platform, those materials remain subject to the intellectual property rights and applicable terms of the relevant third party.

12. PRIVACY

PACTIM collects, uses, stores and otherwise processes personal information in connection with the operation and provision of the Platform. The types of information processed may include account and profile information, contact details, professional information, device and usage information, location information, User Content and, where voluntarily provided through the Platform, health related information.

PACTIM will process personal information in accordance with its **Privacy Policy**, which forms part of these Terms and sets out the categories of personal information collected, the purposes for which such information is processed, the circumstances in which information may be disclosed, applicable retention periods, international transfers, security measures and the rights available to Users under applicable data protection and privacy laws.

By using the Platform, you acknowledge that PACTIM may process your personal information for the purposes described in the Privacy Policy and in accordance with applicable law. Where applicable law requires your consent for a particular processing activity, including certain processing of health related information, advertising or non essential cookies and similar technologies, PACTIM will obtain that consent through an appropriate consent mechanism.

PACTIM may use third party service providers to assist with hosting, infrastructure, security, analytics, communications, authentication, moderation and other Platform functions. Such providers may process personal information on behalf of PACTIM or otherwise process information in accordance with applicable law and their respective contractual arrangements.

Because PACTIM is intended for Users in multiple jurisdictions, including the **Bahamas, India, the United States, the United Kingdom and the European Union**, personal information may

be transferred to or processed in jurisdictions outside the country in which you reside. PACTIM will implement appropriate safeguards for such transfers where required by applicable law.

You acknowledge that information you voluntarily publish in public areas of the Platform, including your profile, posts, comments, reviews and other User Content, may be visible to other Users and may be copied, retained or shared by them. You should therefore exercise appropriate caution before making personal, confidential or health related information publicly available.

Your use of the Platform is also subject to the **PACTIM Cookie Policy**, which explains the use of cookies, local storage, software development kits, identifiers and similar technologies.

Nothing in these Terms limits any rights you may have under applicable data protection or privacy legislation. Where there is any inconsistency between these Terms and the Privacy Policy concerning the processing of personal information, the **Privacy Policy will prevail to the extent of that inconsistency**.

13. AVAILABILITY AND SECURITY

PACTIM will use reasonable efforts to maintain the availability and proper functioning of the Platform. However, PACTIM does not warrant or guarantee that the Platform, or any particular feature or functionality, will be continuously available, uninterrupted, secure or free from errors, defects, viruses or other harmful components.

The Platform may from time to time be unavailable, suspended, restricted or interrupted due to maintenance, upgrades, technical failures, security measures, telecommunications or network failures, third party service provider failures, increased or unexpected demand, or circumstances beyond PACTIM's reasonable control.

PACTIM may modify, suspend or discontinue any part of the Platform, including particular features or functionality, where reasonably necessary for operational, technical, security, legal or commercial reasons. Where reasonably practicable, PACTIM will endeavour to provide Users with reasonable notice of material changes or interruptions.

PACTIM implements reasonable technical and organisational measures designed to protect the Platform and the information processed through it against unauthorised access, loss, misuse,

alteration or disclosure. However, **no internet-based platform, electronic transmission or method of data storage can be guaranteed to be completely secure.**

Users are responsible for taking reasonable steps to protect their own devices, accounts and login credentials, including maintaining appropriate security software, keeping passwords confidential and using secure networks when accessing the Platform.

Users must not attempt to compromise, circumvent or interfere with the security of the Platform, including by introducing malicious code, obtaining unauthorised access to systems or accounts, interfering with security controls, conducting denial of service attacks, or attempting to access information or functionality that they are not authorised to access.

PACTIM may suspend or restrict access to an Account or the Platform where it reasonably considers this necessary to address a security threat, prevent unauthorised access, protect Users or protect the integrity of the Platform.

To the maximum extent permitted by applicable law, PACTIM will not be liable for any loss or damage arising from an interruption, unavailability, security incident or unauthorised access that occurs despite the implementation of reasonable security measures, or that results from circumstances outside PACTIM's reasonable control.

14. DISCLAIMERS

The Platform is provided for general informational, educational and networking purposes and is made available on an **“as is” and “as available” basis**. To the maximum extent permitted by applicable law, PACTIM makes no representation or warranty, express or implied, regarding the Platform or any Content made available through it.

PACTIM does not warrant or guarantee that the Platform or any Content will be accurate, complete, current, reliable, suitable, available, uninterrupted, secure or free from errors, defects, viruses or other harmful components.

PACTIM does not warrant or guarantee the accuracy, completeness, quality, qualifications, professional status, competence or conduct of any Practitioner or other User. Any verification undertaken by PACTIM is for the purposes described in these Terms and **does not constitute an endorsement, accreditation, certification or guarantee** of a Practitioner or their services.

PACTIM does not endorse or guarantee any User Content, including opinions, recommendations, reviews, ratings, professional information, health related information or other material submitted by Users. Users are responsible for exercising their own judgment when relying on or acting upon any information obtained through the Platform.

PACTIM does not provide medical, healthcare, therapeutic or other professional advice. Information made available through the Platform is not intended to constitute a diagnosis, treatment recommendation or substitute for advice from an appropriately qualified professional.

PACTIM does not guarantee the availability, quality, safety, legality or suitability of any products, services, advertisements, opportunities or other offerings made available by Users, Practitioners or third parties through the Platform.

PACTIM does not guarantee that its moderation, fact checking, verification, automated detection or other safety measures will identify every inaccurate, misleading, unlawful or harmful item or prevent every inappropriate interaction or activity.

Links to, integrations with or advertisements for third party websites, products or services are provided for convenience or commercial purposes only. PACTIM does not control or guarantee the content, availability, security, products or services of third parties and your dealings with any third party are at your own risk.

Nothing in these Terms is intended to exclude, restrict or limit any representation, warranty, liability or right that cannot lawfully be excluded, restricted or limited under applicable law.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, **PACTIM, ESR PARADISE HOLDING LTD., and their respective directors, officers, employees, agents, contractors, service providers and licensors** shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive loss or damage arising out of or in connection with your access to or use of, or inability to access or use, the Platform.

Without limiting the above, PACTIM shall not be liable for any loss of profits, revenue, business, business opportunities, anticipated savings, goodwill, reputation or data, or for any loss or damage arising from reliance upon any User Content, Practitioner information, medical or health

related information, professional services, ratings, reviews, advertisements or third party services made available through the Platform.

PACTIM shall not be liable for any loss or damage arising from interactions, communications, transactions or other dealings between Users, including dealings between Users and Practitioners. Any agreement or professional relationship formed between Users is solely between the relevant parties and does not involve PACTIM as a party.

PACTIM shall not be liable for any loss or damage arising from unauthorised access to or use of an Account where such access results from the User's failure to maintain the confidentiality or security of their login credentials or from circumstances outside PACTIM's reasonable control.

PACTIM shall likewise not be liable for any loss or damage arising from interruptions, delays, technical failures, security incidents, third party service failures or other circumstances beyond PACTIM's reasonable control, subject always to PACTIM's obligations under applicable law.

To the maximum extent permitted by applicable law, the **total aggregate liability of PACTIM** arising out of or in connection with these Terms, the Platform or any use of the Platform shall be limited to the greater of **[US\$100 / the amount actually paid by you to PACTIM for use of the Platform during the twelve months preceding the event giving rise to the claim]**.

Nothing in these Terms shall exclude, restrict or limit liability for **fraud or fraudulent misrepresentation, wilful misconduct, gross negligence, death or personal injury caused by negligence, or any other liability which cannot lawfully be excluded or limited under applicable law**.

Where the law of a jurisdiction applicable to a User does not permit the exclusion or limitation of particular types of loss or liability, the relevant exclusion or limitation shall apply only to the maximum extent permitted by that law.

Drafting note: I would retain the bracketed liability cap for now. Given that PACTIM is intended for users in the EU, UK, USA and India and involves health related information, I would not insert an arbitrary cap without first confirming the client's preferred commercial position and checking it against the mandatory consumer and liability rules applicable to the relevant users.

16. INDEMNITY

To the maximum extent permitted by applicable law, you agree to **indemnify, defend and hold harmless PACTIM, ESR PARADISE HOLDING LTD., and their respective directors, officers, employees, agents, contractors, service providers and licensors** from and against any claims, demands, proceedings, actions, liabilities, losses, damages, penalties, costs and expenses, including reasonable legal costs, arising out of or in connection with:

1. your breach of these Terms and Conditions or any other applicable PACTIM policy;
2. your unlawful, negligent, fraudulent, reckless or wilful conduct in connection with your use of the Platform;
3. any User Content submitted, uploaded, published, transmitted or otherwise made available by you through the Platform;
4. any allegation that your User Content or your use of the Platform infringes, misappropriates or otherwise violates the intellectual property, privacy, confidentiality, contractual or other rights of any third party;
5. any personal, confidential or health related information concerning another person that you submit, disclose or publish without the necessary authority or consent;
6. any misrepresentation by you concerning your identity, qualifications, professional status, credentials, services or relationship with PACTIM; or
7. your violation of any applicable law, regulation, professional requirement or third party right.

PACTIM will, where reasonably practicable, provide you with prompt notice of any claim for which it seeks indemnification and may participate in the defence of such claim. You must not settle any claim in a manner that imposes an admission of liability, obligation or other liability on PACTIM without PACTIM's prior written consent.

This indemnity does not apply to the extent that the relevant claim, loss or liability was caused by the **negligence, wilful misconduct or unlawful conduct of PACTIM**.

Nothing in this clause excludes, restricts or limits any liability or right that cannot lawfully be excluded, restricted or limited under applicable law.

17. SUSPENSION AND TERMINATION

PACTIM may, at its discretion and to the extent permitted by applicable law, **suspend, restrict or terminate your access to the Platform or your Account**, including any particular feature or functionality, where PACTIM reasonably considers that such action is necessary or appropriate.

This may include circumstances where:

1. you breach or are reasonably suspected of breaching these Terms and Conditions or any other PACTIM policy;
2. you provide information that is false, inaccurate, misleading, fraudulent or cannot reasonably be verified;
3. you fail to satisfy the eligibility or Practitioner verification requirements;
4. your use of the Platform is unlawful or may expose PACTIM, its Users or any third party to legal, regulatory, security or other risk;
5. your conduct threatens the safety, security, privacy or wellbeing of another User or any other person;
6. you engage in conduct involving child sexual abuse or exploitation, grooming or another serious child safety concern;
7. you submit or distribute Content that PACTIM reasonably considers prohibited, harmful or otherwise in breach of these Terms;
8. your Account is suspected of being compromised, used fraudulently or involved in unauthorised activity; or
9. suspension or termination is reasonably necessary to protect the Platform, its Users, PACTIM's rights or property, or to comply with applicable law.

Where reasonably practicable, PACTIM may provide you with notice of the suspension, restriction or termination and, where appropriate, the reason for the action. However, **PACTIM may take immediate action without prior notice** where it reasonably considers this necessary to protect a User or third party, address a security or safety risk, prevent unlawful conduct, preserve evidence or comply with applicable law.

You may terminate your Account at any time by using the account deletion functionality made available by PACTIM or by contacting PACTIM through the applicable support or privacy

channel. Account deletion and the treatment of personal information following deletion are subject to the PACTIM Privacy Policy.

Upon termination or suspension, your right to access and use the Platform will cease to the extent determined by PACTIM. Provisions of these Terms which by their nature are intended to survive termination, including provisions relating to intellectual property, User Content, disclaimers, limitation of liability, indemnity, governing law and dispute resolution, will continue to apply.

PACTIM may retain certain information following suspension or termination where reasonably necessary to comply with legal obligations, resolve disputes, prevent fraud or abuse, protect Users, investigate suspected misconduct, enforce these Terms or otherwise as permitted by applicable law.

18. GOVERNING LAW AND DISPUTES

These Terms and Conditions, and any dispute, claim or matter arising out of or in connection with the Platform or these Terms and Conditions, shall be **governed by and interpreted in accordance with the laws of the Commonwealth of The Bahamas**, without regard to its conflict of laws principles.

Subject to any mandatory rights or protections afforded to a User under the laws of the jurisdiction in which that User resides, the parties submit to the **exclusive jurisdiction of the competent courts of the Commonwealth of The Bahamas** in respect of any dispute, claim or matter arising out of or in connection with these Terms and Conditions or the use of the Platform.

Nothing in this clause is intended to deprive a consumer of any mandatory rights or protections that cannot lawfully be excluded under the laws applicable to that consumer. Where applicable law permits a User to bring proceedings in the courts of their place of residence, nothing in these Terms shall prevent the User from exercising that right.

Before commencing formal proceedings, the parties should, where reasonably practicable, attempt to resolve the dispute in good faith by notifying the other party of the nature of the dispute and allowing a reasonable period for the matter to be addressed.

Nothing in this clause prevents PACTIM from seeking urgent or interim relief from any court of competent jurisdiction where such relief is reasonably necessary to protect its intellectual property, confidential information, Platform security, Users or other legitimate interests.

19. CHANGES

PACTIM may amend, update or otherwise modify these Terms and Conditions from time to time to reflect changes to the Platform, its services, business operations, technology, legal or regulatory requirements, or for other legitimate reasons.

Where PACTIM makes material changes to these Terms and Conditions, PACTIM will take reasonable steps to notify Users of the changes, including by displaying a notice through the Platform or by other appropriate means.

The updated Terms and Conditions will specify the date on which the changes take effect. Where applicable law requires your express acceptance of amended terms, PACTIM will obtain such acceptance before the amended terms become binding on you.

Your continued access to or use of the Platform after the effective date of amended Terms and Conditions will constitute your acceptance of the amended Terms and Conditions to the extent permitted by applicable law.

If you do not agree to any amended Terms and Conditions, you must discontinue your use of the Platform and may request deletion of your Account in accordance with the PACTIM Privacy Policy.

20. GENERAL

These Terms and Conditions, together with the PACTIM Privacy Policy, Cookie Policy, Child Safety Policy and any other policies or terms expressly incorporated by reference, constitute the agreement between you and PACTIM governing your access to and use of the Platform.

If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable by a court or other competent authority, that provision will be interpreted or modified to the minimum extent necessary to make it enforceable, where legally permissible. If it cannot be so

modified, it will be severed from these Terms and Conditions without affecting the validity and enforceability of the remaining provisions.

No failure or delay by PACTIM in exercising any right, power or remedy under these Terms and Conditions will constitute a waiver of that right, power or remedy.

You may not assign, transfer or otherwise dispose of your rights or obligations under these Terms and Conditions without PACTIM's prior written consent. PACTIM may assign or transfer its rights and obligations under these Terms and Conditions in connection with a merger, acquisition, restructuring, sale of assets or other corporate transaction, or where otherwise permitted by applicable law.

Nothing in these Terms and Conditions creates or is intended to create a partnership, joint venture, agency, employment or fiduciary relationship between you and PACTIM.

These Terms and Conditions are intended for the benefit of PACTIM and the User and, except where expressly stated otherwise, do not create any rights in favour of any third party.

These Terms and Conditions may be made available electronically and may be accepted electronically. An electronic record of your acceptance, including acceptance through the Platform, will constitute evidence of your agreement to these Terms and Conditions to the extent permitted by applicable law.

In the event of any conflict between these Terms and Conditions and any other PACTIM policy or document, the following order of precedence will apply, unless expressly stated otherwise: **these Terms and Conditions, the Privacy Policy in respect of personal information and data processing matters, and the applicable specific policy or terms in respect of the subject matter addressed by that policy or terms.**

21. CONTACT

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