



Video Consultation: Terms & Conditions for Wellkin Hospital by C-Care

C-Care (Mauritius) Ltd, having business registration number C07002054 (“**C-Care**”), is providing online consultations with registered medical practitioners using various platforms (including but not limited to) video conference and voice calling (“**Video Consultation**”). The following terms and conditions (the “**Terms**”) apply to any Video Consultation.

Terms 'you' and 'your' hereafter refer to the user who is using such Video Consultation services.

1. Service

Video Consultation services are chargeable by C-Care for a fee which will be communicated to you in writing (electronically or otherwise) prior to the confirmation of any appointment for any Video Consultation.

2. Disclaimer

- a. You are solely responsible for the completeness and accuracy of the medical, health and personal information provided to C-Care/the registered medical practitioner. The advice of the registered medical practitioner will depend upon such information provided.
- b. You shall hereby accept and acknowledge that your interactions with a registered medical practitioner during a Video Consultation has limitations in terms of effective transmission of the contents, which will have a direct impact on the treatment to be prescribed by the registered medical practitioner. The underlying limitations contemplated herein above are as follows:
 - (i) In some instances, the information transmitted may be of insufficient quality to allow for appropriate medical or health care decision making by the registered medical practitioner (i.e., poor resolution images, etc.);
 - (ii) There may be delays in evaluation or treatment due to failure of the electronic equipment;
 - (iii) In some instances, a lack of access to all of your medical records may result in adverse drug reactions or allergic reactions or other judgment errors;
 - (iv) Video Consultations are purely dependent on availability of internet and network connectivity, hence the Video Consultation services are not always guaranteed to be available.
- c. Before using a Video Consultation, you agree that you are aware and understand that:
 - (i) A Video Consultation is not intended to replace in-person consultation with a registered medical practitioner;
 - (ii) Medical services rendered by registered medical practitioner under Video Consultation are subject to solely professional judgment;
 - (iii) The Video Consultation are not meant in any way for emergency and life-threatening conditions. It is strongly advised that you visit the nearest hospital in such cases;
 - (iv) If your symptoms persist or worsen, you shall go to any health institution to be physically assessed and treated.



3. Bookings and appointments

- a. Video Consultation with any registered medical practitioner shall be available subject to such registered medical practitioner's availability and discretion. Confirmation of an appointment with a specific registered medical practitioner, as per his/her availability, shall be sent to you via email. C-Care reserves the right to reschedule or cancel an appointment without any prior notice.
- b. The time provided for consultation is indicative.
- c. The Video Consultation is available for use for minors, but for all patients under the age of 18, the patient's parent or legal guardian shall be responsible for booking a Video Consultation and be present during the Video Consultation with such minor. If you accept these Terms as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms.
- d. Video Consultations can be rescheduled or cancelled by you no later than two (2) hours prior to the time provided for such Video Consultation.

4. Payments/ Refunds

- a. The terms and conditions of payment of the fees relating to Video Consultations will be communicated to you in writing (electronically or otherwise) prior to the confirmation of any appointment for any Video Consultation.
- b. Refunds will only be made in the following cases:
 - (i) A Video Consultation has not occurred due to internet or network connectivity at the level of C-Care and/or the registered medical practitioner;
 - (ii) A Video Consultation has been cancelled by C-Care;
 - (iii) Upon cancellation of a Video Consultation in compliance with section 3 c. above.
- c. Refund request against delays, nature of advice obtained, efficacy of treatment, health outcomes of consultation will not be entertained.
- d. Refunds may be processed within 15 working days from the receipt of a request from you. All communications with regards to refund should be sent to info@wellkinhospital.com

5. Collection of Information

- a. C-Care and the registered medical practitioner shall be required to collect your health information and medical records and history as part of the Video Consultation. C-Care takes privacy laws to protect your personal information very seriously. All information provided to C-Care will be treated as confidential. Only authorised personnel will be given access to it. This information will not be made public, sold or provided to third parties without your express authorisation. Read our [privacy notice](#) for more information.



- b. If the information provided by you is false/deceptive/inaccurate or misleading, C-Care reserves the right to cancel your appointment without assuming any liability whatsoever.
- c. You further expressly consent that C-Care and the registered medical practitioner can record, save and store all Video Consultations, instant messaging chat consultations, text messages, audios, videos, transcripts, prescriptions, email and hard copy correspondences with you in accordance with C-Care's privacy notice.
- d. You expressly and irrevocably consent that you cannot record, save and/or store by any means whatsoever any Video Consultations, audios, videos, and/or transcripts of such Video Consultations.

6. Indemnity

You agree and undertake to indemnify and keep indemnified C-Care and the concerned registered medical practitioner for any losses, costs, charges and expenses including reasonable attorney fees that the concerned registered medical practitioner and C-Care may suffer on account of misdiagnosis, faulty judgment, interpretation errors, perception error arising from your failure to provide correct and/or complete clinical information/history about you in timely and clinically appropriate manner; or suppression of material facts; or your failure to provide relevant clinical information about the patient; or misinterpretation of the advice/ prescription/diagnosis by you; or failure to follow the registered medical practitioner's advice/prescription by you.

7. Limitations of liability

You hereby indemnify, defend, and hold C-Care, the registered medical practitioner and its officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities and costs arising from:

- a. your use of Video Consultations;
- b. your breach of provisions of these Terms;
- c. any negligent or intentional wrongdoing or omission on your part.

8. Termination

C-Care reserves the right to terminate the Video Consultation services at any time without any notice.

9. Modification of Terms

C-Care may at any time, without any prior notification to you, modify these Terms.



10. Miscellaneous

- a. These Terms shall be governed by the laws of Mauritius and shall be subject to the exclusive jurisdiction of the courts of Mauritius.
- b. You represent and warrant that you are not a minor (i.e. you are above 18 years of age) and that you are competent and eligible to enter into legally binding agreement.

The terms and conditions herein form an agreement. Please read this agreement carefully and if you are not agreeable to any terms and conditions please do not proceed further.

By effecting payment and proceeding further you signify that you read through, understood and accepted:

- a. aforementioned Terms;
- b. C-Care's privacy policy which can be found at www.c-care.mu/privacy-policy and to be contacted by C-Care by SMS, email telephone or any other means for the purposes of the Video Consultation;
- c. that C-Care and the registered medical practitioner can record, save and store all Video Consultations, instant messaging chat consultations, text messages, audios, videos, transcripts, prescriptions, email and hard copy correspondences with you in accordance with C-Care's privacy notice; and
- d. that you cannot record, save and/or store by any means whatsoever any Video Consultations, audios, videos, and/or transcripts of such Video Consultations.

You must agree to the Terms in order to avail the Video Consultation services. If you have any queries or need any clarification or assistance, please contact us on 605 1000 or at patientservicecentre@wellkinhospital.com