

TERMS AND CONDITIONS FOR PROVISION OF THE TELEHEALTH SERVICES BY TELADOC

Effective Date: August 8, 2023

These Terms and Conditions shall apply to the provision of the Telehealth (“Telehealth” or “Services”) inclusive of provision and utilization of the Teladoc web portal in connection with the provision of the Service.

The Services and Platforms are provided by Teladoc Health International, S.A.U. with registered offices at 252-260 Via Augusta 08017 Barcelona Spain (hereinafter “Teladoc”, “We”, “Us” or “Our”) to those users (hereinafter “the User”, “You” or “Your”) who register for the use of the Telehealth Service.

Please read these Terms and Conditions carefully and make sure that You understand them. You will be asked to agree to these Terms and Conditions before being provided with access to the Telehealth service. Your acceptance of these Terms and Conditions is a condition of Your use of the Services for which you register.

- THE TELEHEALTH SERVICE IS NOT INTENDED TO BE USED AS AN EMERGENCY SERVICE. IN CASE OF EMERGENCY DO NOT CONTACT US. DIAL THE LOCAL EMERGENCY NUMBER AND THEN CONTACT YOUR TREATING PHYSICIAN.
- THE TELEHEALTH SERVICE DOES NOT REPLACE ANY EXISTING PRIMARY CARE PROFESSIONAL OR THE IN-PERSON VISITS, RATHER THESE SERVICES ARE INTENDED INSTEAD ONLY TO COMPLEMENT THEM. RESPONSIBILITY FOR YOUR COMPREHENSIVE CARE SHALL ALWAYS REMAIN WITH YOUR LOCAL CLINICIAN OR PRIMARY CARE PHYSICIAN.
- You understand that given the remote nature of the Service there are some inherent limitations, such as the fact the Teladoc professionals associated to the provision of either Service will not have the benefit of having direct, physical contact with You, or to examine You in person or order specific tests and/or any other examinations.
- Service features:
 - Telehealth
 - This Service enables the User to ask health and/or wellbeing related questions to a team of licensed doctors.
 - This Service does not cover the following symptoms which are classified as high risk:
 - Chest pain
 - Dyspnea (Shortness of breath / Difficulty in breathing)
 - Confusion / weakness / dizziness

- Loss of consciousness / Syncope or seizure
 - Trauma - without examination hard to assess
 - New onset headache
 - Abdominal pain
 - Hemorrhage - i.e. PR bleeding, melena, hematemesis
 - Bloody Diarrhea
 - Stroke – (or any neurological symptoms)
 - Suicidal thoughts and ideation
 - Any other relevant condition where the agent or doctor concludes that the User cannot be safely explored through virtual care.
- If any of the following factors are relevant in any given case, the doctor acting in the provision of the Telehealth service has a very low threshold for advising the patient to proceed to a face-to-face consultation:
 - Extremes of age (Babies under 6 months old or adults over 80 years old)
 - Substance abuse / intoxication
 - Language barriers
 - Unfavorable social situation (For example, lack of conditions for appropriate care with a household such as lack of access to food or medication or lack of caregiver. Situations of grave social isolation)
 - Psychotic disorders
 - Multiple comorbidities & medications (esp DM, immunosuppression, malignancy)
 - After Your consultation with the doctor, if he/she deems it appropriate under his/her medical criteria, and in any case following applicable regulations in place and Teladoc's Prescription Policy as applicable from time-to-time, the doctor can issue a prescription.
 - There is no guarantee You will be given a prescription by the doctor.
 - The prescription issued is by the doctor is for the sole and exclusive use of its recipient. Neither Teladoc nor its doctors shall be responsible for the misutilization of the prescriptions by the recipient.
 - The fact of the doctor issuing a prescription or making a referral to another specialist does not assure that you will not have to pay for any of them. It is under your responsibility to verify whether a national healthcare system or a private healthcare scheme that you might have covers/reimburses it. Concerning any proposal/referral to another healthcare professional of healthcare test/procedure, you might need to check whether it is in alignment without your applicable healthcare scheme.
- The Service relies on the information and/or documentation that You provide to Teladoc and to the healthcare professionals and in the case of any videocall which may take place as part of the provision of the Telehealth service, as may be the case, the Telehealth service provided will be based on the useful graphical information that the Teladoc health professionals might obtain from that videocall. For that reason, it is important that You provide accurate and true information.

- The Telehealth service can be accessed through various means of entry such as the Teladoc web portal.
- You understand that delays in the provision of the Telehealth service due to failures of technology, such as a disconnected phone call, despite appropriate security and technical measures utilized by Teladoc, may occur.
- By using the Services via any of the Platforms, You confirm that You are at least 18 years of age. Subject to applicable laws (and to which of the Services they are registered for / entitled to use) parents and / or legal guardians can use the Services for the benefit of children under 18 years of age, however, all communication in such cases will be with the parent or legal guardian of the relevant individual.
- The User agrees to use the Services for which he / she is registered, as well as the Teladoc web portal in good faith, and in accordance with these Terms and Conditions and any other terms and conditions that might be applicable and notified to / accepted by him / her from time to time and solely for the purpose of being provided with the Service(s) for which he / she is registered.
- All copyright material contained within the Teladoc web portal is proprietary material or under due license. Any access to this material by You does not entitle You to any license or right for the reproduction and/or distribution and/or sub-license or grant any third party use and/or try to change it and You must not do so. Otherwise, it may constitute a serious offence of intellectual and industrial property.
- Where You receive the Services as a benefit under Your financial services corporation agreement or where You have been selected as an eligible user of any health/wellbeing services by Your insurer/financial institution, Your use of the said Services will also be subject to and in accordance with the rules of that policy or employer agreement.
- In the event of contradiction between these Terms and Conditions and any other information made available to the User, these Terms and Conditions shall prevail.
- Any update and/or modification of these Terms and Conditions and/or to Teladoc's Data Privacy Notice will be displayed within the Teladoc portal/ mobile app as soon as reasonably practicable.