

# TERMS OF USE

E-Konsulta®

These Terms of Use (“Terms”) govern your access to and use of the E-Konsulta® Platform and its related technologies (mobile apps, etc.) (“Platform”). By accessing or using the Platform, you agree to be legally bound by these Terms.

## 1. ACCEPTANCE OF TERMS

By accessing, registering with, or using the Platform, you:

- Confirm that you have read, understood, and agreed to these Terms; and
- Expressly signify your consent to be bound by these Terms.

**If you do not agree, you must immediately discontinue use of the Platform.**

## 2. NATURE OF THE PLATFORM

2.1 The Platform serves solely as a **technology intermediary** that facilitates communication between patients and independent licensed professionals (“Consulting Professionals”).

2.2 The Platform:

- Does **not practice medicine**, provide medical advice, or render medical services;
- Does **not control, supervise, or direct** the medical services provided by Consulting Professionals;
- Is **not a healthcare provider**.

2.3 Any teleconsultation conducted through the Platform is **solely between the Patient and the Consulting Professionals**.

### 3. CONSULTING PROFESSIONAL-PATIENT RELATIONSHIP

3.1 By using the Platform, you acknowledge that:

- **A Consulting Professional-patient relationship is established directly between you and the Consulting Professional**, not with the Platform;
- The Platform is **not a party** to such relationship.

3.2 You retain all rights and obligations under applicable Philippine laws as a patient, including:

- The right to informed consent;
- The right to confidentiality;
- The right to proper medical care.

### 4. NO WARRANTY AS TO CONSULTING PROFESSIONALS

4.1 The Platform does **not warrant, guarantee, or represent, in any way**:

- The competence, qualifications, or credentials of any Consulting Professionals;
- The accuracy, quality, or appropriateness of medical advice provided.

4.2 You agree that:

- The decision to engage with a Consulting Professionals are entirely at your discretion;
- Any reliance on a Consulting Professional's advice is at your own risk.

### 5. LIMITATION OF LIABILITY

5.1 To the fullest extent permitted by law, the Platform shall **not be liable** for:

- Any medical advice, diagnosis, or treatment provided by a Consulting Professional;

- Any act, omission, negligence, or malpractice of any Consulting Professional;
- Any injury, loss, or damage arising from reliance on teleconsultation services.

5.2 The Platform shall also not be liable for:

- Interruptions, delays, or failures in telecommunications;
- System errors, bugs, or malfunctions;
- Unauthorized access to user data, except where required by law.

## **6. NO EMPLOYMENT RELATIONSHIP**

6.1 Consulting Professionals are **independent contractors** and not employees, agents, or representatives of the Platform.

6.2 Nothing in these Terms shall be construed to create:

- An employer-employee relationship;
- A partnership, joint venture, or agency relationship.

## **7. USE OF THE PLATFORM**

7.1 By using the Platform, you unconditionally represent and warrant that you possess the required legal capacity to contract for yourself and that, if you are acting for or assisting other persons, including minors and those with disabilities, to use the Platform, that you can legally do so and take full legal responsibility for acting for or assisting such persons.

7.2 You agree to use the Platform:

- Only for lawful purposes;
- In good faith and with accurate information.

7.3 You shall not:

- Misrepresent your identity or medical condition or those of the persons you are assisting in the use of the Platform;
- Use the Platform for emergencies (you are advised to seek immediate in-person care);
- Interfere with or disrupt the Platform's operations.
- Alter, falsify, or otherwise compromise the validity of any document issued to you in the course of using the services provided in the Platform.

7.4 You agree that you are responsible for:

- Providing complete, accurate, and up-to-date information;
- Ensuring that your device and internet connection are adequate;
- Following medical advice at your own discretion and risk.

## **8. "AS IS" BASIS AND DISCLAIMER**

8.1 The Platform is provided on an **"as is" and "as available" basis**.

8.2 The Platform makes **no warranties**, express or implied, including:

- Fitness for a particular purpose;
- Availability, reliability, or uninterrupted service;
- Error-free or secure operation.

8.3 The Platform does not guarantee that:

- The system will always function efficiently;
- The service will be free from delays or failures.

8.4 The Platform shall not be liable for any of the following :

- Internet outages
- System failures
- Cyber incidents

## **9. NO EMERGENCY USE**

The Platform is not intended for emergency use. Users must immediately contact local emergency services or proceed to the nearest hospital.

## **10. DISPUTE RESOLUTION**

Any conflict, dispute, or other contentious matter relating to these Terms shall be solely and exclusively resolved through Alternative Dispute Resolution (ADR) under Philippine ADR laws, to the exclusion of other legal processes, proceedings, and actions, including but not limited to court action and administrative proceedings, except the enforcement of any ruling or award resulting from such ADR procedures.

## **10. GOVERNING LAW**

These Terms shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

## **11. SEVERABILITY**

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **12. CONTACT INFORMATION**

For inquiries or concerns, please contact:

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