

Terms and Conditions of Use of the Remote Medical Consultation Service

"Llamando al Doctor"

1. Definitions:

1.1. Company: means **LAD SAS** and/or any other company linked to it.

1.2. Beneficiary: means the person(s) who has the services provided by LAD SAS.

1.3. Service: means the ability to access the care of a doctor through a video call and/or call (audio only), called "llamando al Doctor"

1.4. Site/Mobile Application: means the website 'llamandoaldoctor. com' or the one that in the future will replace it. The mobile app is called "Llamando al Doctor" or the one that in the future will replace it.

1.5. Terms and Conditions: mean the present terms and conditions of use of the service and/or those who will replace them in the future.

1.6. User: is the person over 18 years old, who can access the service once the Terms and Conditions of Use have been accepted.

1.7. The User has the obligation to read carefully the following Terms and Conditions expressed below, both when accessing the Site and any additional or complementary page used for the service.

The Terms and Conditions are binding and must be read for entering and using the Service, without prejudice to the full validity of any other documentation that the User has subscribed to.

WARNINGS

- All information published in connection with the Services offered by the Company may be changed without prior notice.
- It is an essential condition of the Service, that the information contained in the Site is used lawfully and in accordance with the Terms and Conditions and any other documentation and/or information provided by the Company.
- It is prohibited to copy, duplicate, redistribute, commercialize or any other activity that may be carried out with the contents of the Site and/or the Service.

2. Terms of Use of the Service:

2.1. By registering on the Site/Mobile App and clicking on "I agree" you confirm that you have read and understood and unrestrictedly accept the Terms and Conditions as a User.

2.2. You manifest and ensure that you have the authority to accept the Terms and Conditions and to comply with them.

2.3. The Service consists of the possibility for the User to make an informative consultation, not face-to-face, a virtual call, by video call or call to a medical professional.

2.4. The access is voluntary of the User and does not replace the personal consultation to a medical professional.

2.5. It is expressly stated that any information or advice provided through the Service by medical professionals should be used only as a guide and not as a definitive recommendation for no specific action.

2.6. The user will be able to make different numbers of consultations depending on the contract. The consultation will have a duration of 5 (five) minutes (maximum of 7 minutes) and can be made 24 hours a day, every day of the year.

2.7. In case that the professional chosen to carry out the consultation is not available, the User will have the option of accessing another professional. At the same time, it is expressly established that if no professional answers the call, the Company disclaims legal responsibilities. It is understood that it is always a question of low complexity consultations, and the recommendation is that the User, faced with the non-response of the professionals, attend a medical guard.

2.8. The Service is not personal and exclusive to the User. The User may have associated his/her account to minors over whom he/she exercises legal representation and/or has adhered to his/her medical plan. From the age of 18 (eighteen) the beneficiary may use the Service by himself/herself.

2.9. The Medical Guidance and Containment Service is available in any country where the user is located.

2.10. The User understands and accepts unrestrictedly that the Company reserves the right to suspend and/or stop providing the Service, without prior notice and/or action. This will not generate under no circumstances any possibility of claim in favor of the User.

2.11. The Service is subject to the technical availability of Internet access or connectivity service that the User has and the equipment he/she wishes to access which depends exclusively on User.

2.12. The Company does not provide any warranty of any kind on medical advice, counseling, content, information offered in the Service, and the consequences of any kind that has been done by consulted doctors.

2.13. The Company shall not be liable for errors, failures or omissions arising from the use of the same and does not grant its Users tacit or express guarantees, including without limitation of any kind, non-existence of computer viruses, guarantee for violation of third party rights, domains, domain titles, or services, losses, direct or indirect expenses, interruption, delay, defect, error, omission, failure of the Service or line, etc., inherent or consequential to the use of the Service. Therefore, under no circumstances shall the Company, to the extent permissible under applicable law, be responsible for any damages that Users may suffer from the use of the Service.

2.14. The decision on the type of contact (call, audio only, or video call) will be made exclusively by the intervening professional.

2.15. **The Service is NOT a Medical Emergency Service.** If there is an emergency, the User must contact his/her health care provider or Emergency Medical Services.

2.16. The Service does not include and will not be able, through it, to access any type of certificate by professionals.

2.17. The Company does not guarantee the content of any advice or other responses from any participating medical professional.

2.18. Medical professionals are not employees of the Company but are independent professionals and directly responsible for the quality of the service they have provided.

2.19. Neither the Company nor any of its owners, managers, directors, employees, agents, partners, advertisers, affiliates or beneficiaries assume any legal responsibility for any incorrect or misleading information provided by any medical professional.

2.20. Scope of Service. The Service does **not** include and shall **not** be used for life-threatening medical problems or that may cause deterioration of the patient. Events that are considered an emergency, urgency or a serious case. Heart or brain conditions. Any other that, in the opinion of the Company, cannot be cared for by the Service, including medical problems requiring immediate attention in the emergency room, as detailed, by way of example, below:

- Chest pain or pressure
- Significant bleeding or hemorrhage.
- Loss of consciousness
- Poisoning
- Moderate to severe burns
- Convulsions/Epilepsy
- Difficulty breathing
- Severe injury to head, neck or back.
- Severe involvement of a limb.
- Fractures or broken bones.
- Recipes for:
 - Narcotics
 - Opioids
 - Sedatives and muscle relaxants
 - Medicinal products that require close monitoring by a medical professional. (Clonazepam, amphetamines, etc.)
- Medications that require administration by a healthcare professional or training for first-time use (Remicade, Epogen, Enbrel, etc.).

What pathology **do** we treat, among others:

- Cold
- Sinusitis
- Influenza
- Low-complexity pediatric problems.

- Skin rashes
- Asthma
- Allergy
- Urinary tract infections
- Sore throat
- Vomiting
- Sports-related problems
- Diarrhea
- Traveler's problems or illnesses
- Smoking cessation Counseling.

2.21. The consultations that the User makes through the Service will not be recorded in order to ensure the confidentiality of the information contained therein, and to safeguard and preserve the medical confidentiality, without prejudice to the entry of data into the patient's medical history by the intervening professional.

2.22. If the personal information you provide to us, at the sole discretion of the Company, whether erroneous or incomplete, making it impossible to effectively verify and identify you as a User, the Company will have the right to cancel the account, being exempt from any liability or compensation to you.

2.23. For all current legal and administrative purposes, consultations to be carried out by the User will be considered as made at the registered address of the acting medical professional.

2.24. Any breach by the User of its obligations or unauthorized use of the Service will result, at the Company's sole and exclusive discretion, in the cancellation of the User's authorization to operate the Service. Without prejudice to the above foreseen, the User accepts that the Company may suspend the User's authorization to operate if, at its sole discretion, activities unauthorized or allowed by applicable regulations or adequate under the User's account are being carried out.

2.25. The Company may inform Users of any issue concerning the use of the Service and its effects, through a general Site's advertisement, an e-mail message to their e-mail address registered in the User's information.

3. Intellectual and industrial property:

3.1. All contents, trademarks, domains, logos, drawings, documentation, software or any other element susceptible of protection by intellectual or industrial property legislation, which are accessible on the Site are the exclusive property of the Company and/or of their legitimate owners and all rights of use and/or others over them are expressly reserved.

3.2. The contents of Users and User comments may be used for the following purposes:

- To set up and maintain your registration on the Site.
- To communicate with the User.
- For market, statistical and academic studies.
- To audit and analyze the Service.
- To ensure the technical functionality and security of the Service.

4. Personal Data protection.

The company is committed to comply with its secrecy obligation regarding personal data and the duty to treat them confidentially. For these purposes, it will adopt the necessary measures to avoid its alteration, loss, treatment or unauthorized access.

The collection and automated treatment of the Personal Data has as its sole purpose the use and identification before the system. The user may exercise his/her rights of access, rectification, cancellation or opposition at any time, by writing to their service provider.

Users guarantee to the Company the veracity and authenticity of the information and data communicated by virtue of the use of this system. In this sense, it will be the obligation of users to keep the information and data updated in such a way that they always correspond to reality. Any false or incorrect statement that may occur as a result of the information and data provided as well as the damages that such information could cause will be the responsibility of the users.

The owner of the personal data has the right to exercise the right of access to the data free of charge at intervals of not less than six months, unless a legitimate interest has arisen again before the expiry of this time limit. The owner of the data has the possibility of exercising the rights of access, rectification and deletion regarding the data contained in our records.

5. Applicable law and competent jurisdiction. Contact

5.1. The Terms and Conditions are governed by and interpreted in accordance with the laws of the Oriental Republic of Uruguay and any claim relating to the Service shall be brought in the Courts of that country excluding any other court.

5.2. The eventual invalidity of one of the clauses of these Terms and Conditions shall not affect the others and the same shall remain in force in all other aspects.

5.3. If you have any questions or concerns regarding the terms and conditions, you can write to us at contacto@llamandoaldoctor.com.