Consent for Tele-consultation – February 2022

Please read the following terms and conditions carefully. Your acknowledgement in the form of an explicit reply of "Agree" to the electronic message via SMS and/or WhatsApp and/or WeChat and/or email carrying this Consent for Tele-consultation implies that you have read and understood and agreed to the terms and conditions set out below concerning the tele-consultation between you and Dr. _____.

Terms and Conditions

- Doctors of Virtus Medical Group ("Virtus") are offering online consultations via video call ("Tele-consultations") through bookings made through our website, call centre, and directly with our clinics.
- Tele-consultations are not available for services by the use of Health Care Vouchers.
- The following terms and conditions govern all the transactions with respect to tele-consultations.
- Tele-consultations are not intended in any ways to replace a face-to-face consultation with a doctor. Should there be any hesitation in respect of its accuracy or usefulness or suitability, Virtus suggests you to make a face-to-face appointment with a doctor and/or visit the Accident and Emergency Unit in a hospital to seek further medical advices.
- If patient's condition is of public health concern, the patient will be contacted and Virtus is required to report it to the Centre for Health Protection.
- Terms 'you' and 'your' hereafter refer to the person who is using any of the services from Virtus.

Appointment Request and Consultation Fee

- Tele-consultation from a specific doctor shall be available subject to his/her availability, willingness and/or discretion.
- Confirmation of your appointment with a specific doctor, as per his/her availability, shall be sent to you via SMS and/or WhatsApp and/or WeChat and/or email. The doctor reserves the right to reschedule or cancel an appointment without any prior notice.
- The consultation time provided is indicative and actual consultation time may change depending on the consulting doctor's discretion. Fee charged is based on the indicative timeframe and will be subject to adjustments.
- You may be required to pay upfront the consultation fee upon confirmation of your appointment. Should any payment fall short of the required amount, Virtus has the right to cancel the appointment without prior notice. All payments collected by Virtus are non-refundable and partial payment is not accepted.
- If a longer session is deemed necessary by the consulting doctor, it will be arranged and fees will be adjusted accordingly either before or during the consultation. Another session may have to be arranged if a longer session is not possible.
- Tele-consultations can be rescheduled or cancelled no less than 2 working days prior to the scheduled session.

Information and Documents Provided

- You are solely responsible for the accuracy and completeness of medical, health and personal information you provide. The opinion/advice of the doctor will depend solely upon the information you've provided.
- User discretion is advised while sharing your personal and clinical information.
- Tele-consultations are available for use for children, but a parent or legal guardian must register on behalf of all patients under the age of 18. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these terms and conditions.
- If the information provided by you is false/deceptive/inaccurate or misleading, Virtus reserves the right to cancel your appointment without assuming any liability whatsoever.
- The information provided by you may be used by for the purpose of other services including analysis, research, training and disclosure (where required) to affiliates of Virtus, agents and government authorities.
- The information provided by you will be kept with Virtus indefinitely and can be used for other purposes without revealing your identity.

Equipment and Connectivity Requirement

- Tele-consultation shall be provided to you via video call. Please ensure that you are equipped with proper instrument and internet connectivity. In the event Tele-consultation cannot be conducted due to inadequate equipment, technical error or defective internet connectivity, Virtus reserves the right to reschedule or cancel your appointment without any notice.
- You understand and acknowledge that there will not be any physical examination involved and the consultation services shall be provided remotely. The opinion provided by the doctor shall solely be based on the verbal communication between the concerned doctor and the patient and other information provided by you. The consulting doctor shall not, under any condition or circumstances, be liable for (i) misdiagnosis, (ii) faulty judgment, (iii) interpretation error, (iv) perception error, (v) inefficacy of prescribed treatment or advice, (vi) invalidity of the advice or prescription provided by the consulting Doctor in your country of residence (vii)unavailability of the recommended or prescribed treatment or medication.
- Users are advised to use their discretion in making any decision in reliance on the opinion or advice obtained post Tele-consultation.
- Tele-consultations are not meant in any way for emergency and life-threatening conditions. It is advised to take the patient to the nearest hospital in such cases.

Consultation

- At the beginning of the Tele-consultation session, we would need to visually identify the patient. If the patient is under the age of 18, we would also need to identify his/her relationship with the parent or legal guardian by asking to see a copy of the child's birth certificate.
- The doctor will identify himself/herself.
- The doctor will ask who else is in the room where the Tele-consultation is taking place. Please let him/her know.
- You (and anyone, including those who may be accompanying you during your consultation) are not allowed to take any screen capture, photograph, sound-recording or video of any part of a consultation during the Tele-consultation. Whereas the consulting doctor considers it necessary and appropriate based solely on his/her professional judgment, the consultation will be recorded. Any screen capture, photograph, sound-recording and/or video taken as aforesaid shall form part of your medical records and maintained by Virtus.
- For users residing outside of Hong Kong:

- Our doctor does not have a license to practice medicine in your country or jurisdiction, therefore his/her comments, recommendations and proposed management can at most be considered an opinion based on the facts you provide and not in any case a piece of medical advice.
- You are solely responsible for the accuracy and completeness of medical, health and personal information you provide. You understand that the opinion of the doctor is formed solely based on the information you provide.
- Our doctor's conduct will only be governed by The Medical Council of Hong Kong.
- Our doctor strongly advises you to make independent assessment in respect of the opinion's accuracy and suitability and to consult a medical practitioner in your country of residence prior to making any decision in reliance hereof.

Medication and Treatment

- If the doctor renders it necessary and appropriate based on his/her professional judgement after a consultation with you, he/she may prescribe medication to you. Any medication prescribed is not returnable, exchangeable or refundable.
- If, after a consultation, the doctor has prescribed medication to you, our Customer Service will, upon your full payment of all fees and charges payable for the Tele-consultation, arrange for delivery of the medication and Tele-consultation payment receipt through our appointed delivery partner to your designated address. Such delivery service is chargeable on top of the Tele-consultation.
- To enable pickup and delivery of any prescribed medication after the Tele-consultation, you agree to provide a one-time authorization to the designated delivery agent of the Virtus' appointed delivery partner to pick up your medication from Virtus and deliver the same to you, for and on your behalf. As such you also agree to authorize Virtus to pass some of your essential personal details including but not limited to your Name, Address, and Telephone Number to the appointed delivery partner for the abovesaid delivery service. All medication will be packed and sealed before pick up and the designated delivery agent will have no access to your medical information. Our Customer Service will contact you for such delivery arrangement after the Tele-consultation.
- To enable delivery completion and collection of the medication, a unique collection number will be sent to you by our appointed delivery agent, such collection number must be shown or told to the designated delivery agent when collecting the medication at your designated address.
- You should collect the medication in person at the designated address. However, if you are not available to collect in person for any reason, please ensure that the person accepting the medication is over 18 years of age and duly authorized by you, and is able to show or tell the collection number to the designated delivery agent. By being able to show or tell your collection number, the designated delivery agent shall deem the person collecting the collection is over 18 years of age and duly authorized to collect the same for and on your behalf, without having to verify his identity.
- COVID-19 Testing: if required Virtus will report the result to the Centre for Health Protection, and the patient will be contacted for admission to the healthcare facilities by Hospital Authority.

Payments and Refunds

- Upon finish of the Tele-consultation, regardless of any prescribed medication and/or delivery of any medication, you are required to settle all the relevant fees and outstanding charges. Our Customer Service will coordinate with you on payment settlement. All payments for the Tele-consultation, medications, delivery and follow up investigations are not refundable. Partial payment is not accepted.
- Virtus reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments.

Privacy and Security

- Please be assured that your privacy and confidentiality will be safeguarded. All records of the Tele-consultation will be kept the same way as our written records in Virtus' record system.
- We will also do our best to ensure information security on the internet.
- Virtus uses all reasonable endeavors to ensure the integrity of the online payment facility's security. Despite our endeavors, breaches of security and confidentiality could occur. You acknowledge that we are not liable for any loss suffered by you as a result of any breaches in security.

Indemnity

- You agree and undertake to indemnify and keep indemnified Virtus and the concerned doctor for any losses, costs, charges and expenses including reasonable attorney fees that the concerned doctor and Virtus may suffer on account of misdiagnosis / faulty judgment / interpretation errors / perception error arising from (i) your failure to provide correct and / or complete clinical information / history about the patient in a timely and clinically appropriate manner; or (ii) suppression of material facts; or your failure to provide relevant clinical information about the patient; or (iv) misinterpretation of the advice / prescription / diagnosis by you; or (v) failure to follow doctor's advice / prescription by you.
- In no event shall Virtus be liable for any direct, indirect, punitive, incidental, special or consequential damages or any damages whatsoever including without limitations, damages for loss of use, data or profits, arising out of or in any way connected with the use of Virtus' services.
- Virtus may at any time, without any prior notification, modify these terms and conditions.

General Terms and Conditions

- This Agreement shall be governed by, and construed in accordance with the laws of Hong Kong.
- Virtus makes no representation that the services are appropriate for patients in any other location except Hong Kong.
- If any part of the agreement is determined to be invalid or unenforceable pursuant to applicable law then the said provision will be superseded by a valid, enforceable provision and the remainder of the agreement shall continue in effect.
- You represent and warrant that 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. You acknowledge that you read through, understood and accepted aforementioned terms and conditions of use of the service. You also agree to pay in full the fees so involved.