

TERMS AND CONDITIONS

1. Introduction

Welcome to **CSMC E- Consult**.

The following Terms and Conditions govern your use of our website located at **www.csmceconsult.com** operated by **Cardinal Santos Medical Center (CSMC)**.

Our Data Privacy Policy also governs your use of the CSMC E-Consult, hereto referred as **Service**, and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us means that you acknowledge that you have read, understood and agree to the Terms and Conditions and to the Data Privacy Policy of the CSMC E-Consult.

On the other hand, if you do not agree with these terms, you may opt not to use the Service, but we would appreciate hearing from you by emailing us at **ithelpdesk@csmc.ph** so we can further assist you.

These Terms and Conditions shall apply to all visitors, users and others who wish to access the CSMC E-Consult.

2. Communications

By using the CSMC E-Consult, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. Otherwise, you may unsubscribe by sending us an email at **ithelpdesk@csmc.ph**

3. Services

This web application offers consultation for **NON-URGENT** related medical cases such as but not limited to acne, allergies, constipation, cough, diarrhea, ear problems, fever*, flu, headache, insect bites, nausea, pink eye, rash, respiratory problems, sore throat, urinary problems / UTI**and vomiting .

*Parents/guardian will be required to complete a different medical history disclosure form for children under the age of 36 months prior to making an appointment with a CSMC physician within the E-Consult network. Children less than 36 months who present with fever may be referred to the nearest child-friendly urgent care facility or emergency department subject to the assessment and best judgement of the E-consult pediatrician.

4. Conduct of Service and Technical Requirements

For patients, here are the basic technical requirements during the consultation.

- User must have a laptop/desktop/smart phone with video and audio capabilities (working properly)
- Internet/ wifi connection with a speed of at least least 2 Mbps.

- Earphone/headphone is recommended but not required.
- Quiet space/room with adequate lighting for maximum video clarity (during consultation). One companion is allowed during the consultation (if needed).
- Dress appropriately for the visit
- Write down your medical concerns and questions before the scheduled video consultation.
- Pictures or medical reports that you want to share with the medical specialist must be readily accessible from your computer.
- Vital signs recorded before the video consultation
- Have your other medical devices available on hand during the consultation
- Participate actively during the examination.
- Have a trusted companion when necessary
- Do not be late for your appointment. Missed appointment will be charged in full.

IMPORTANT: Missed consultation because of issues with internet connection will not get a refund.

For the Doctors,

- User must have a laptop/desktop/smart phone with video and audio capabilities (working properly)
- Internet/wifi connection with a speed of at least 2 Mbps.
- Earphone/headphone is recommended but not required.
- It is a must to conduct the consultation in a private room with adequate lighting for maximum video clarity.
- Dress appropriately for consultation.
- Check the Patient information and Triage Information before the consultation.
- Have a trusted assistant if necessary

5. Payment (Cancellations and Reschedule)

If you wish to avail of our service through CSMC E-Consult, you may be asked to provide certain information relevant to your payment including but not limited to, your credit or debit card number, the expiration date and your billing address.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with the use of E-Consult ; and that (ii) the information you provided to us is true, correct and complete.

Payment will be made during consultation booking. Once the payment has been made, the consultation booking will be confirmed. Consultation cannot be CANCELLED or RESCHEDULED. In case of NO SHOW (patient not available via video call during the time of consultation), CSMC E-Consult will not issue any refund for payment made.

Proof of Payment. The system will send an SMS notification of copy of the proof of payment made via PayMaya. Email notification will also be sent to the customer/patient on the CONFIRMED consultation. Request for Official Receipt may be made by emailing finance@csmc.ph and a scanned copy of the official receipt will be sent through your email. Original copy of the official receipt can be picked up by the patient or his authorized representative at Cardinal Santos Medical Center located at 10 Wilson St., Greenhills West, San Juan City.

6. Refund

The Doctor in case of emergency may RESCHEDULE the consultation to another date/time. The system will send an SMS to the patient of the new date/time. If the patient is not available on the said date & time, the patient will have the right not to accept the new schedule. In this case, a refund will be processed.

Refund will be processed by the Finance Team and will be credited back to the customer's/patient's credit card within seven (7) to fourteen (14) banking days or more depending on the credit card's issuing bank. Once the refund has been made by CSMC E-Consult, the patient shall follow-up the credit card's issuing bank.

In case of patient change of schedule, late show (after the specified time) and no show, there will be no refund to be made.

7. Prescriptions and Medical Certificates

The Doctor reserves the right to issue or not issue an E-Prescription based on the need, medical condition and assessment. The patient cannot demand to get a prescription from the doctor in any consultation.

This facility does not issue a medical certificate. Only face to face consultations are issued medical certificates.

8. Notifications

The web application CSMC E-Consult will send the patient the following email and SMS notifications:

- email and SMS confirmation of the consultation after payment (this will serve as a proof of payment as well as a reminder of the upcoming consultation)
- SMS notification if the doctor will RESCHEDULE the consultation.

The Doctor/s will receive an SMS notification for any confirmed consultation.

9. Content

Content found on or through this Service are the property of CSMC E-consult or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said content, whether in whole or in part, for commercial purposes or for personal gain, without express written permission from us.

10. Prohibited Uses

You may use CSMC E-Consult only for legitimate and lawful purposes and in accordance with Terms. You agree not to use the Service:

- 10.1. In any way that violates any applicable national or international law or regulation.
- 10.2. Use any manual process to monitor or copy any of the material of CSMC E-Consult or for any other unauthorized purpose without our prior written consent.
- 10.3. Use any device, software, or routine that interferes with the proper working of the Service.
- 10.4. Otherwise attempt to interfere with the proper working of Service.

11. Analytics

We may use third-party Service Providers to monitor and analyze the use of CSMC E-Consult.

12. Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete and current always. Inaccurate, incomplete or obsolete information may result in the immediate termination of your account in CSMC E-Consult.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content in our sole discretion.

13. Intellectual Property

CSMC E-Consult and its original content (excluding content provided by users), features and functionality are and will remain the exclusive property of Cardinal Santos Medical Center and its licensors. The Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademark must not be used in connection with any product or service without the prior written consent of Cardinal Santos Medical Center.

14. Links to Other Web Sites

CSMC E-Consult may contain links to third party web sites or services that are not owned or controlled by Cardinal Santos Medical Center.

CSMC E-Consult has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services.

15. Disclaimer of Warranty

CSMC E-Consult is provided on an "as is" and "as available" basis. Cardinal Santos Medical Center makes no representation or warranties of any kind, express or implied, as to the operation of the Service or the information, content or material included therein. You expressly agree that your use of CSMC E-Consult is at your own risk.

The server that makes the Service available are free of viruses or other harmful components or that the service or services obtained through CSMC E-Consult will otherwise meet your needs or expectations.

16. Termination

We may terminate or suspend your account and bar access to CSMC E-Consult immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

17. Governing Law

These Terms shall be governed and construed in accordance with the laws of Philippines, which governing law applies to agreement without regard to its conflict of law provisions.

18. Changes to the Service

We reserve the right to withdraw or amend CSMC E-Consult, and any service or material we provide in our sole discretion without prior notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

19. Amendments to Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of CSMC E-Consult following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page regularly, so you are aware of any changes.

20. Acknowledgement

By using CSMC E-Consult, you acknowledge that you have read these Terms and Conditions and agree to be bound by them.

21. Contact Us

Please send your feedback, comments, requests for technical support by email to ithelpdesk@csmc.ph.

22. Disclaimer and Release

I hereby completely and irrevocably release CSMC E-Consult and its parent and sister corporations and their respective medical staff members, physicians and other health care professionals, administrators, officers, employees and directors of any and all errors and omissions, known or unknown, foreseen or unforeseen, knowingly or unknowingly, as well as all claims, actions or damages arising from or in connection with the online consult, conclusions or recommendations provided by CSMC E-Consult or its physicians. Furthermore, I agree that the CSMC E-Consult released parties have no liability or responsibility for the accuracy or completeness of the medical information submitted to them or for any errors in its electronic transmission. As a condition to receiving the online service, I have read and acknowledge that I have given this consent of my own free will.

I agree to the above Terms and Conditions as well as the Privacy Policy of the CSMC E-Consult.