

## **AfriDOKTA Privacy Policy**

**(Effective 12/29/17)**

### **AFRIDOKTA USER SERVICES AGREEMENT**

Purpose: To obtain User (as defined by the Terms of Service) consent to participate in a telemedicine or telehealth service provided by AfriDOKTA and its medical providers (as defined by the Terms of Service.)

### **INTRODUCTION**

Telemedicine is the remote delivery of healthcare services, achieved using technology, and typically occurs when the healthcare provider and patient are not in the same physical location. User information is transmitted electronically and may be used for diagnosis, treatment, follow-up, and/or patient education. Any and all patient records, including but not limited to, patient medical records, medical images, interactive audio, interactive video, data communications, output data from medical devices, sound and video files can be included.

AfriDOKTA is a telemedicine and telehealth platform that allows physicians and patients to electronically transfer video examinations, images, and other healthcare data, captured using AfriDOKTA devices and software, through a secure online portal.

### **MEDICAL INFORMATION AND MEDICAL RECORDS SECURITY**

AfriDOKTA employs voluntarily subscribes to HIPPA, the Health Information Privacy and Portability Act of the USA and at a bare minimum the patients local country privacy and confidentiality demands. This is a high level of network and software security protocols to protect the confidentiality of patient information and data. Measures to safeguard patient data and to aid in protecting against intentional or unintentional corruption of health information are in place. All existing laws regarding privacy and security of your health information and copies of your medical records apply to this telemedicine health service, as well as the audio and video information transmitted, received and stored electronically as part of this service.

It is understood that the resulting video images and audio recordings of the patient, or any likeness of the patient, may be captured and stored electronically with AfriDOKTA. These recordings and complete medical information may be viewed and used for purposes of evaluation, training, education, product and platform quality control and improvements, research, and otherwise, which may include data access not just with AfriDOKTA personnel but also AfriDOKTA partners and affiliates. By participating in a telemedicine or telehealth consultation service, it is understood by patient, and patient consents, to AfriDOKTA using any images, audio recordings and medical information provided by the patient for the purposes outlined above or as otherwise allowed by applicable law.

### **PATIENT RIGHTS**

A patient may withhold or withdraw consent to the telemedicine or telehealth service at any time before or during the consult without affecting the right to future care or treatment. The request to revoke consent must be in writing and received by AfriDOKTA. Please see AfriDOKTA's Privacy Statement. If the patient revokes his/her consent, the video images and audio recordings will be destroyed and no longer used by AfriDOKTA. Any use of video images or audio recordings made with the patient's permission prior to AfriDOKTA's receipt of a revocation cannot be changed or undone.

## **RISKS AND BENEFITS**

By agreeing to the telemedicine or telehealth consultation, it is understood that video and/or audio technology will be used to conduct the health service, and that there are limitations to the technology and the process of telemedicine, including the potential for incomplete exchange or loss of information. Also, it is understood that in the course of this medical evaluation, only information that is presented directly to the provider during the consultation can be used, and AfriDOKTA, or its providers and affiliates, are not responsible for liabilities related to critical medical information that is omitted by the patient or that is not gathered during the consultation.

As with any medical procedure, there may be potential risks associated with the use of telemedicine and telehealth. These risks include, but may not be limited to:

Information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision to be made by the provider.

The provider may not be able to offer medical treatment to the patient using telemedicine equipment nor provide for, or arrange for, any emergency care that may be required.

Delays in medical evaluation and treatment can occur due to deficiencies or failures of the equipment or software.

Security protocols can fail, causing a breach of privacy of confidential medical information. A lack of access to complete medical records may result in errors in medical judgment.

## **GENERAL TERMS**

The alternatives to a telemedicine consultation are clear, and in choosing to participate in a telemedicine consultation, it is understood that some parts of the exam involving physical tests may be not be conducted. Payment and communication with Health Savings Accounts, Insurance providers, or Flexible Spending Accounts is the responsibility of the patient or patient representative. If at any time before, during, or after the telemedicine consultation there is concern for a medical emergency, or if the patient's medical condition is worsening, it is understood that immediate local emergency services will be obtained at the sole discretion and liability of the patient or patient's guardian.

The patient and / or guardian have the right to inspect all information obtained and recorded during the course of a telemedicine interaction, and may receive copies of this information for a reasonable fee. Such inspection and copying of records shall be subject to AfriDOKTA or affiliate's policies and

procedures. The anticipated benefits, diagnoses and results of care from the use of telemedicine cannot be guaranteed. If the medical condition of the patient is not improved, then the patient will seek local emergency care as needed and as decided by the patient or guardian. It is understood that the patient's condition may require a referral to a specialist for further evaluation and treatment.

It is understood that medical or medical education services are provided by physicians who are not employees or agents of AfriDOKTA. Such physicians are solely responsible for ensuring any medical or medical educational services are provided in compliance with applicable country law and medical license requirements, and within the applicable standard of care. While AfriDOKTA strictly vets all providers on its platform to deliver a high quality of care, AfriDOKTA is not responsible for outcomes of the delivery of healthcare, or the quality of healthcare delivered by healthcare providers utilizing the AfriDOKTA platform. It is understood that there are alternatives to using telemedicine or telehealth for medical care needs.

The patient understands that if he/she is authorized to access AfriDOKTA under the terms of a sub-license between his/her healthcare provider and the patient. The patient further understands that his/her healthcare provider is permitted to grant the patient this limited sub-license based upon a license granted to the healthcare provider by AfriDOKTA.

Any and all questions can be sent directly at any time to AfriDOKTA via email at [support@AfriDOKTA.com](mailto:support@AfriDOKTA.com).

## **PAYMENT**

User is paying AfriDOKTA is a fee that covers technical services provided by AfriDOKTA, and (if applicable) may also cover a fee collected by AfriDOKTA as a collection agent for a physician providing either medical services or medical education services who is delivering such services as a third party and not as an agent or employee of AfriDOKTA. Such physician is responsible for ensuring any medical or educational services are provided in compliance with applicable country law and medical license requirements. If the patient is connected with his/her healthcare provider via AfriDOKTA, the patient agrees to pay his/her healthcare provider directly for any charges incurred for access to these services.

By completing the registration process on AfriDOKTA the patient and/or guardian acknowledges that he/she understood the above information, and hereby voluntarily and freely gives consent to participate in the AfriDOKTA telemedicine health service, and to any related evaluation, assessment, and diagnosis as the consulting health care provider deems appropriate for their current medical conditions.