

TERMS AND CONDITIONS OF THE TELEMEDICINE SERVICE.

The access and use of the TELEMEDICINE SERVICE described below is governed by the following Terms, Conditions, and Restrictions of use of the website of Centro Médico de Cozumel, S.A. de C.V. hereinafter "COSTAMED", which are located on the web page <https://www.costamed.com.mx/servicios/telemedicina>, hereinafter and indistinctly "THE SITE".

BACKGROUND

Telemedicine is the provision of remote clinical services by health professionals through the use of technology and communication to exchange valid information for diagnosis, treatment, disease prevention, research, and evaluation. Considering the above, COSTAMED has temporarily made available to the public a patient care service through an electronic platform, according to the terms, conditions, and restrictions outlined in this document and in "THE SITE". This instrument also complies with the information requirements and the patient's consent to be attended remotely and electronically, understood as materialized in the connection, telemedicine, or remote contact. This document explains how telemedicine works, how appointments are booked, the privacy aspects, the possibility of technological failures (including a possible confidentiality failure), prescription policies, referrals, etc.

1.- SERVICE DESCRIPTION.- At Costamed, we do not consider geography or distance as an impediment to providing our patients with quality medical services; that is why in all our hospitals, we have the "Telemedicine" program, which breaks with the geographical limitations, connecting patients with various specialists worldwide. Telemedicine, supported by the use of telecommunications and the innovation of new technologies, creates a teleconference link between two or more specialists to promote the patient's health and thus provide clinical health care at a distance. The use of telemedicine ranges from scheduled tele-consultations (outpatients and inpatients), multidisciplinary integration of diagnoses, interconsultation, management and treatment of sub-specialists, directing surgical or epidemiological protocols, support in surgeries; Telemedicine allows all these interactions both in real time (mostly) or deferred by medical specialists who are in a different place, being careful never to lose the warmth and excellence in their treatment. The operation of this program is carried out jointly. Directed by a specialist physician supported in person by another physician previously trained to perform the specific physical examinations required. In turn, the on-site physician conducts the clinical interrogation and explains the corresponding processes, generating the patient's clinical record. This record is shared with the remote specialist physician to unify criteria and make the diagnosis, treatment, and assessment for patient consultations. COSTAMED, through its website, makes available to its patients the TELEMEDICINE service for low complexity clinical consultations, in an online modality, with health professionals. A health professional will provide the service according to the rules of his profession. Although the care of each patient must be based on a personal examination and knowledge of the patient's history, the current health situation and/or advances in health technology allow, in cases where the health professional and/or the patient cannot be physically present in a safe and acceptable time or where such face-to-face interrelation is not safe, to provide the services remotely or by telemedicine. Upon requesting this service, the patient declares to be aware of and consent to professional care in this modality. The telemedicine consultation or online medical care, hereinafter and indistinctly "the care", will be delivered by a physician or other health professional, focused on primary care and low complexity health orientations to a user, hereinafter "the patient". In this modality, the professional will attend to the patient via video, obtaining the background information required to provide the care through this secure platform. The patient recognizes that the orientations and other actions delivered through this means have the limitations of a remote consultation and that, for this reason, it is possible that the particular situation for which they are consulting may have to be referred to a face-to-face consultation. The patient must identify themselves correctly and provide the health professional with all the data, information, and actions that may be required and that can be provided in this remote or distance modality. All physicians or other health professionals offer their services in the free exercise of their professions. Any information, recommendation, indication, diagnosis, prescription, or treatment emanated or received through the telemedicine consultation comes from and is attributable exclusively to such professional and arises from the information you provide to the professional in a direct professional-patient relationship.

2.- DOCUMENT DELIVERY.- Along with the health care received by the professional, they may deliver some documents to complement the consultation, such as: Medical prescription: if the patient's health situation requires it, you will receive via e-mail, the necessary medical prescription to complete the indicated treatment. Prescription withheld: withheld prescriptions issued by physical means will be left in the reception and/or patient care area of COSTAMED to be picked up by the patient or a family member who can come to COSTAMED. Order for the performance of an examination or procedure: if necessary, the physician or other health professional may request tests for further diagnosis or procedure.

3.- LIMITATIONS AND EXCLUSIONS

a) The telemedicine consultation does not include complimentary medical examinations, nursing procedures and/or treatments, advanced dressings, probe management, stoma, or any other face-to-face services.
b) The telemedicine consultation excludes emergency care. In these cases, you must go immediately to a health facility that can provide this service.
c) The telemedicine consultation does not replace face-to-face care, the relationship with your treating physician, or existing primary care or preventive health check-ups.
d) In the case of a minor, they must be accompanied by their parent or guardian; otherwise, the service will be denied.
If during the course of the TELEMEDICINE service, the health professional deems, according to their clinical criteria and based on the patient's history, that face-to-face care is required and the telemedicine service is suspended due to this circumstance, it shall be understood that the telemedicine service was successfully performed. The telemedicine service is not emergency or 24-hour care; consequently, its availability will be determined by COSTAMED and/or the health professional per the usual conditions of elective care. In case of loss of internet connection by the User and/or COSTAMED, or any other force majeure event, the consultation will be suspended and rescheduled.

4.- SERVICE PRICE.- To access the service, payment must be made in advance after scheduling the consultation. You can ask for the prices of the service and the payment methods to our telephone number 800 900 1133. If for any reason, you are unable to attend your appointment or require a rescheduling, you may call 800 900 1133 to request support and be given another appointment, date and time. You will only be able to reschedule the original appointment. If you cannot keep the second appointment, the service will be cancelled, without the possibility of a refund.

5.- PROCEDURE FOR REQUESTING TELEMEDICINE CARE.- a) The patient may contact the hospital's front desk directly to schedule an appointment, ask for available times and dates (subject to the availability of the requested specialist physician), b) Once the patient contacts the front desk, the telemedicine department will be notified to communicate with the specialist physician to coordinate schedule availability and thus notify the patient of the available time, c) The patient will have 24 hours to confirm if they can attend at the time agreed with the specialist physician; otherwise the specialist physician will be notified that the patient did not accept the consultation. The professional will attend the consultation through a video call, together with a general practitioner or another specialist doctor in person to support the patient's care, either physical examination, filling out documents required by the patient or requested by the specialist doctor, among others, and in the corresponding case, the necessary documents will be sent to the patient: prescriptions, test orders, medical certificates, among others. The specialist may wait 15 minutes for the patient. If before that time the patient does not make the connection, it may not be possible to be seen. Similarly, the patient may wait for the doctor for a maximum of 15 minutes. If the patient is not seen, they may request to reschedule the appointment or a refund of their payment. On certain occasions, due to the nature of the service, the consultation may be delayed due to connection problems, bad weather, internet service failure, or any other inconvenience beyond the unit's control.

6.- REGISTRATION AND SECURITY.- By accessing the Site and the telemedicine service, you warrant that you are at least eighteen years of age or that you possess the legal right and capacity to act for a minor who will be the patient of the consultation, in accordance with these Terms of Use. In order to access the telemedicine service, you must register under your own name and should use this service in accordance with the Terms of Use, in addition to complying with the obligations herein. You fully, accurately, and truthfully agree to make your telemedicine appointment with true and accurate data, including your full name, date of birth, address, landline or cell phone number, and email address. You agree to immediately notify COSTAMED of any irregularity, unauthorized use, or misuse of this or any security problem you detect in using your data.

7.- FRAUD PREVENTION AND SECURITY.- COSTAMED may contact patients to verify the personal information provided to receive the Telemedicine Service so that it corresponds to a real and personal request for care and not for other purposes. In the absence of background information to corroborate the information provided within a maximum period of 48 hours, COSTAMED may cancel the medical appointment reservation without prejudice to legal actions that may be taken in case of fraud or other malicious, abusive, or negligent use of this means, as a resource provided by our institution exclusively to support the care and health care of our patients.

8.- PERSONAL PATIENT INFORMATION.- All patient information related to the patient's identity and present, past or future physical and mental conditions, and the patient's medical treatment history is considered personal, private and/or sensitive information and must be treated as such. When using the Telemedicine Service, the physician and other health professionals may access the patient's Electronic Medical Record at COSTAMED, where the health professional(s) providing the Telemedicine Consultation will record the data or information corresponding to the reason for the consultation, health condition, medical history, and other background information of the patient, all with the prior consent of the patient. In any case, these data will be governed by the following, in addition to the provisions of the Terms and Conditions and Restrictions of "THE SITE".

9.- RESERVATION OF RIGHTS.- COSTAMED reserves the right not to grant the Telemedicine Service due to actual or potential misuse of this service or in case of force majeure or fortuitous event, catastrophe, or occurrence at the time of requesting care of a terrorist act or similar. Likewise, the service may only be provided to the extent that the technical capabilities allow it, including, among others, the availability of adequate bandwidth and several physicians or health professionals to meet the requests for remote consultations. COSTAMED is not responsible for the patient's or legal representative's own errors and omissions or third parties' acts or omissions.

10.- SYSTEM FAILURES.- COSTAMED is not responsible for any damage, harm, or loss to the patient caused by system, server, or Internet failures that prevent or restrict in any way the provision of the Telemedicine Service. The consultation will be suspended and rescheduled if the external physician loses connection or has any force majeure event beyond COSTAMED's control.

11.- REFUND.- In the event that COSTAMED does not provide the service, either because the physician does not provide the requested specialty or because of technical problems attributable to COSTAMED, the patient may request a refund of the amount paid for the telemedicine service if an alternative solution to the problem is not provided.

ACCEPTANCE

It will be a condition for access to the Telemedicine Service that you declare that you have read and understood all the information contained in this document and that, if necessary, you have been able to ask and resolve the questions that you have considered relevant to our collaborators; and that you therefore freely manifest your willingness to accept telemedicine care, as well as the use and processing of your personal data as provided in this document.