



DOCTOR ON CALL, MCHJ

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Tashkent

PATIENT TERMS OF SERVICE AGREEMENT

These Terms of Service constitute a binding agreement between *DoctorOnCall MCHJ*, operating as a digital health technology service provider within the Republic of Uzbekistan, and any individual who accesses or uses the patient application or any related services. By creating an account, booking an appointment or engaging with any feature of the platform, the patient acknowledges and agrees to the conditions set out below.

1. Nature and Scope of the Platform

1.1 DoctorOnCall LLC operates a digital health technology platform designed to facilitate communication between patients and duly licensed medical institutions through their authorized medical professionals.

1.2 The platform provides technological and administrative features including appointment scheduling, digital communication tools and payment facilitation. The platform does not operate as a medical institution, clinic, hospital, diagnostic center or pharmacy.

1.3 Medical consultations, advice, diagnoses, treatments and prescriptions provided through the platform are rendered exclusively by independent licensed clinics or hospitals and their authorized doctors. The Company does not provide medical services of any kind.

1.4 Access to the platform does not create a healthcare provider relationship between the patient and the Company. Any medical relationship established through use of the platform exists solely between the patient and the relevant medical institution through its authorized doctor.

1.5 The Company does not control, supervise or interfere with medical consultations, clinical decisions or professional judgment exercised by doctors or medical institutions using the platform.

1.6 Use of the platform is subject to these Terms of Service and all applicable laws and regulations of the Republic of Uzbekistan.





2. No Medical Services by the Company

2.1 The Company does not provide medical advice, diagnosis, treatment, prescriptions, clinical opinions or healthcare services of any nature.

2.2 All medical services accessed through the platform are provided exclusively by independent licensed clinics or hospitals through their authorized doctors. The Company does not employ doctors in a clinical capacity and does not practice medicine.

2.3 The Company does not evaluate, supervise, control or validate any medical consultation, diagnosis, treatment plan, prescription or clinical outcome provided by a doctor or medical institution through the platform.

2.4 The Company does not guarantee the accuracy, completeness, suitability or effectiveness of any medical advice or treatment provided by doctors or medical institutions using the platform.

2.5 The patient acknowledges and agrees that reliance on any medical advice, diagnosis or treatment obtained through the platform is at the patient's own discretion and risk and that such advice is provided solely by the relevant medical institution and its authorized doctor.

2.6 Nothing on the platform, including any content, communication or functionality, shall be construed as medical advice or healthcare services provided by the Company.

3. Doctors and Medical Institutions

3.1 Medical consultations made available through the platform are provided exclusively by duly licensed clinics or hospitals and their authorized doctors, operating in accordance with the laws of the Republic of Uzbekistan.

3.2 Doctors appearing on the platform do not act as employees, agents or representatives of the Company. They provide medical services solely on behalf of the medical institution with which they are affiliated.

3.3 The Company does not recommend, select or assign doctors based on medical suitability and does not guarantee the availability, competence, specialization or performance of any doctor or medical institution.

3.4 Information displayed on the platform regarding doctors or medical institutions, including names, qualifications, specialties or experience, is provided by the relevant medical institution or doctor. The Company does not provide medical endorsements or clinical assurances.

3.5 Any doctor-patient relationship established through use of the platform exists solely between the patient and the relevant medical institution through its authorized doctor. The Company is not a party to such a relationship.





3.6 The patient acknowledges that different medical institutions may follow different clinical approaches, protocols or standards and that the Company has no control over such professional practices.

4. Verification of Doctors

4.1 The Company permits access to the platform only to doctors who are affiliated with duly licensed clinics or hospitals authorized to provide medical services under the laws of the Republic of Uzbekistan.

4.2 Prior to being made visible on the platform, doctors are required to submit documentation relating to their identity, professional qualifications, licenses and institutional affiliation. Such documentation is reviewed primarily by the relevant clinic or hospital, which bears full responsibility for verifying the authenticity, validity and legal sufficiency of the doctor's credentials.

4.3 The Company may, at its discretion, conduct limited administrative or compliance checks, including review of documents through appointed legal counsel or third-party auditors, for the sole purpose of platform compliance, regulatory cooperation or risk management.

4.4 The patient acknowledges and agrees that any verification or review undertaken by the Company does not constitute medical certification, professional endorsement or a guarantee of the doctor's competence, qualifications or clinical outcomes.

4.5 The Company does not continuously monitor, supervise or reassess the professional standing, clinical performance or regulatory status of doctors and does not assume responsibility for the ongoing validity of their licenses or qualifications.

4.6 The primary responsibility for the professional conduct, qualifications, licensing and medical practice of doctors rests solely with the affiliated clinic or hospital and the doctor concerned.

5. Telemedicine Limitations and Scope of Online Consultations

5.1 Medical consultations provided through the platform are conducted using telemedicine technologies and are subject to inherent limitations when compared to in-person medical examinations.

5.2 Telemedicine consultations are intended only for medical conditions that, in the professional judgment of the treating doctor, are appropriate for remote assessment. Certain symptoms, conditions or situations may require physical examination, diagnostic testing or immediate in-person medical care.

5.3 The patient acknowledges and agrees that doctors may, at any time, determine that a telemedicine consultation is insufficient or inappropriate and may advise the patient to seek in-person consultation, referral to a medical facility or emergency medical services.





5.4 The platform does not provide emergency medical services and must not be used in case of medical emergencies, life-threatening conditions or situations requiring immediate medical intervention.

5.5 Medical advice, diagnoses and treatment recommendations provided through telemedicine are based solely on the information disclosed by the patient during the consultation. The accuracy and completeness of such information directly affect the quality and reliability of the medical advice provided.

5.6 The Company does not guarantee that telemedicine consultations will result in a definitive diagnosis, treatment plan or medical outcome.

5.7 The patient understands and accepts that telemedicine is a supplementary mode of healthcare delivery and does not replace in-person medical care where such care is clinically necessary.

6. No Emergency Services

6.1 The platform is not designed, intended or equipped to provide emergency medical services, urgent care or life-saving medical interventions.

6.2 Patients must not use the platform in the event of a medical emergency, including but not limited to conditions involving severe pain, loss of consciousness, breathing difficulty, chest pain, major trauma, uncontrolled bleeding or any situation requiring immediate medical attention.

6.3 In case of a medical emergency, patients are advised to immediately contact local emergency services or proceed to the nearest hospital or emergency care facility.

6.4 The Company does not operate emergency response systems and does not guarantee immediate availability of doctors or medical institutions through the platform.

6.5 The patient acknowledges and agrees that any delay in seeking emergency medical care resulting from use of the platform is solely the patient's responsibility, and the Company shall not be liable for any consequences arising therefrom.

7. Electronic Prescriptions

7.1 Where permitted under the laws and regulations of the Republic of Uzbekistan, doctors affiliated with licensed clinics or hospitals may issue electronic prescriptions to patients following a telemedicine consultation.

7.2 The issuance of any prescription, whether electronic or otherwise, is solely at the professional discretion of the treating doctor and the affiliated medical institution. The Company does not guarantee that a prescription will be issued as a result of any consultation.

7.3 All prescriptions are issued exclusively by authorized doctors on behalf of their affiliated medical institutions and in accordance with applicable laws, medical standards and institutional protocols.





7.4 The Company does not generate, approve, modify, validate or store prescriptions and does not verify the clinical appropriateness of any medication prescribed.

7.5 The patient acknowledges that prescriptions issued through telemedicine may be subject to legal, clinical or regulatory limitations and that certain medications may require in-person examination or additional diagnostic evaluation.

7.6 The patient is solely responsible for using any prescribed medication strictly in accordance with the doctor's instructions and for informing the doctor of any allergies, existing conditions or ongoing medications.

7.7 The Company shall not be liable for any adverse effects, medication errors, availability issues or outcomes arising from the use or misuse of prescribed medicines.

8. Patient Responsibilities

8.1 The patient agrees to provide complete, accurate and truthful information regarding personal details, medical history, symptoms, medications, allergies and any other information requested during registration or consultation.

8.2 The patient acknowledges that medical advice, diagnosis and treatment provided through the platform are based solely on the information disclosed by the patient and that incomplete, inaccurate or misleading information may result in incorrect medical advice or outcomes.

8.3 The patient shall use the platform only for lawful purposes and in accordance with these Terms of Service and applicable laws of the Republic of Uzbekistan.

8.4 The patient shall follow the instructions, advice and treatment recommendations provided by the treating doctor at their own discretion and shall seek clarification where required.

8.5 The patient shall not misuse the platform, including but not limited to attempting to obtain prescriptions unlawfully, providing false information, impersonating another person, abusing doctors or medical staff or engaging in fraudulent or harmful conduct.

8.6 The patient shall be responsible for maintaining the confidentiality of their account credentials and for all activities conducted through their account.

8.7 The patient shall promptly seek in-person medical care or emergency assistance where advised by a doctor or where symptoms worsen or do not improve.

8.8 The patient acknowledges that failure to comply with these responsibilities may result in suspension or termination of access to the platform.





9. Payments and Refunds

9.1 Fees charged for medical consultations and related services accessed through the platform are determined solely by the relevant clinic or hospital in accordance with applicable laws and their internal policies.

9.2 The Company may facilitate the collection of payments from patients on behalf of the relevant clinic or hospital through integrated payment systems. Such facilitation is administrative and technical in nature only.

9.3 The Company does not set, control or influence the pricing of medical services and does not guarantee any specific medical outcome, diagnosis, treatment or level of service.

9.4 Payments made by patients relate exclusively to medical services provided by the clinic or hospital. The Company shall not be deemed a provider of medical services for payment purposes.

9.5 Refunds, cancellations or rescheduling of consultations shall be governed by the policies of the relevant clinic or hospital, as communicated to the patient at the time of booking or consultation.

9.6 Dissatisfaction with medical advice, diagnosis, treatment or outcomes does not entitle the patient to a refund from the Company. Any such claims shall be addressed directly with the clinic or hospital.

9.7 The Company shall not be liable for any disputes arising between the patient and the clinic or hospital regarding fees, refunds, chargebacks or payment-related issues, except to the extent required to resolve technical or transaction-processing errors.

9.8 The patient acknowledges that additional charges may apply for third-party services, diagnostic tests, medicines or in-person consultations, which are not controlled by the Company.

10. Patient Complaints

10.1 Any complaint, concern or grievance relating to medical advice, diagnosis, treatment, prescriptions, professional conduct or clinical outcomes shall be addressed directly to the relevant clinic or hospital and its authorized doctor who provided the medical services.

10.2 The Company does not investigate, adjudicate or resolve medical complaints and does not provide clinical opinions or determinations regarding the quality or appropriateness of medical care.

10.3 The Company may, at its discretion, facilitate the forwarding of patient complaints or feedback to the relevant clinic or hospital for informational or administrative purposes only. Such facilitation shall not constitute acceptance of responsibility or liability by the Company.





10.4 The patient acknowledges that all medical services are provided by independent clinics or hospitals and that any claims arising from such services must be pursued against the relevant medical institution and doctor in accordance with applicable law.

10.5 The Company shall not be liable for any loss, damage or injury arising from medical services provided by clinics or hospitals, regardless of whether a complaint has been raised through the platform.

10.6 The patient agrees that the Company's role in relation to complaints is limited to platform support and communication facilitation and does not extend to medical review, professional discipline or dispute resolution.

11. Limitation of Liability

11.1 The patient expressly acknowledges and agrees that the Company operates solely as a technology platform and does not provide medical services, healthcare advice, diagnosis, treatment or prescriptions.

11.2 To the maximum extent permitted under applicable laws of the Republic of Uzbekistan, the Company shall not be liable for any loss, injury, damage, harm or adverse outcome arising from or relating to:

- a. any medical advice, diagnosis, treatment, prescription or clinical decision provided by a clinic, hospital or doctor through the platform
- b. any delay, misdiagnosis, incorrect treatment, medical error or professional misconduct by a clinic, hospital or doctor
- c. the suitability, effectiveness or outcome of any medical service accessed through the platform
- d. reliance by the patient on medical advice or information provided during a telemedicine consultation
- e. any technical limitations inherent in telemedicine consultations

11.3 The Company shall not be liable for any indirect, incidental, consequential, special or punitive damages, including loss of health, income, opportunity, reputation or data, arising from the use of or inability to use the platform.

11.4 The Company does not guarantee uninterrupted, error-free or continuous availability of the platform and shall not be liable for any loss or damage arising from technical failures, system outages, network issues or force majeure events.

11.5 Nothing in these Terms shall limit or exclude liability to the extent such limitation or exclusion is prohibited by applicable law. Where liability cannot be excluded, the Company's liability shall be limited to the extent permitted by law.





11.6 The patient agrees that any legal claim arising from medical services provided through the platform shall be brought exclusively against the relevant clinic, hospital or doctor and not against the Company.

12. Data Protection and Privacy

12.1 The collection, processing and protection of personal data and medical information provided by the patient through the platform shall be carried out in accordance with the applicable data protection, privacy and medical confidentiality laws of the Republic of Uzbekistan.

12.2 The patient acknowledges that medical information, consultation records and health data shared during the use of the platform are processed primarily by the relevant clinic or hospital and its authorized doctors for the purpose of providing medical services.

12.3 The relevant clinic or hospital shall act as the primary data controller in respect of patient medical data. The Company acts solely as a technical service provider and data processor to the limited extent necessary to operate and maintain the platform.

12.4 The Company does not access, review or use patient medical data for clinical purposes and does not assume responsibility for the accuracy, completeness or medical interpretation of such data.

12.5 The patient consents to the processing of personal and medical data for the purposes of appointment scheduling, communication facilitation, platform operation, regulatory compliance and service improvement, subject to applicable laws.

12.6 The Company shall implement reasonable technical and organizational measures to protect platform infrastructure and data security. However, the Company shall not be liable for data breaches, confidentiality violations or misuse of medical data attributable to clinics, hospitals, doctors or the patient.

12.7 The patient is responsible for maintaining the confidentiality of access credentials and for safeguarding personal devices used to access the platform.

12.8 Detailed information regarding data handling practices is set out in the Company's Privacy Policy, which forms an integral part of these Terms of Service.

13. Suspension and Termination

13.1 The Company reserves the right to suspend, restrict or terminate a patient's access to the platform, in whole or in part, at any time, with or without prior notice, if the patient:

- a. violates these Terms of Service or any applicable law or regulation
- b. provides false, misleading or incomplete information
- c. misuses the platform, including attempting to obtain prescriptions unlawfully or engaging in abusive, fraudulent or harmful conduct





d. interferes with the operation, security or integrity of the platform

e. engages in behavior that may pose a risk to doctors, medical institutions, other users or the Company

13.2 The Company may also suspend or restrict access to the platform for technical reasons, system maintenance, regulatory requirements, security concerns or force majeure events.

13.3 Suspension or termination of access to the platform shall not affect any medical services already provided by a clinic or hospital prior to such suspension or termination, nor shall it affect any accrued rights or obligations.

13.4 The Company shall not be liable for any loss, damage or inconvenience suffered by the patient as a result of suspension or termination carried out in accordance with these Terms.

13.5 The patient may discontinue use of the platform at any time. Termination of use shall not relieve the patient of obligations arising from services already accessed or payments already made.

14. Governing Law and Jurisdiction

14.1 These Terms of Service shall be governed by, construed and interpreted in accordance with the laws of the Republic of Uzbekistan.

14.2 Any dispute, claim or controversy arising out of or in connection with these Terms of Service, the use of the platform or services accessed through the platform shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Uzbekistan.

15. Entire Agreement

15.1 These Terms of Service constitute the entire agreement and understanding between the patient and the Company with respect to the use of the platform and supersede all prior or contemporaneous agreements, communications, representations or understandings, whether written or oral.

15.2 No amendment, modification, waiver or variation of these Terms of Service shall be valid unless made in writing and published or otherwise expressly communicated by the Company in accordance with applicable law.

15.3 If any provision of these Terms of Service is held by a competent court or authority to be invalid, illegal or unenforceable, such provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

15.4 The failure of the Company to enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision or of any other provision.

15.5 The patient acknowledges that continued use of the platform after any update or modification to these Terms of Service constitutes acceptance of the revised Terms.

