

MY DOC EXPRESS

Terms and Conditions

mydocexpress.com

1. WHO WE ARE AND HOW THESE TERMS WORK

- 1.1 My Doc Express is an online telehealth platform operated by Medis Technologies PH, Incorporated Company, a corporation organised under the laws of the Republic of the Philippines with SEC Registration No. 2025050202809-01 and registered office at Level 10, IBP Tower, Dona Julia Vargas Ave. & Jade Drive, Ortigas Center, Pasig City 1605, NCR ("the Company", "we", "us"). References to "you" are to the person accessing the Platform or receiving the Services and, where clause 5.2 applies, to the parent or guardian contracting on a minor's behalf.
- 1.2 These Terms and Conditions ("Terms") govern your access to and use of the website at mydocexpress.com and any related applications (together, the "Platform") and your purchase and receipt of the Services described in clause 3. By creating an account, submitting a request for any Service, making payment, or otherwise using the Platform, you agree to be bound by these Terms.
- 1.3 These Terms are structured as General Terms (clauses 1 to 10 and 15 to 28), which apply to everything, and Service-Specific Terms (clauses 11 to 14), which apply to particular Services. If there is any inconsistency, the Service-Specific Terms prevail for the relevant Service.
- 1.4 Our Privacy Notice forms part of these Terms. Where you are asked to confirm specific acknowledgements before a Consultation (Schedule 1), those acknowledgements also form part of the agreement between you and us.
- 1.5 You agree that these Terms, and any consent, acknowledgement, notice or document given or signed electronically through the Platform, have the legal effect, validity and enforceability of written and signed documents under the Electronic Commerce Act (RA 8792).

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms:
 - (a) "Consultation" means a clinical interaction between you and a Physician arranged through the Platform, in any modality offered from time to time, including a Messaging Consultation and, where offered, a Synchronous Consultation.
 - (b) "Messaging Consultation" means a single episode of asynchronous, store-and-forward telemedicine in which you submit information through the Platform and a Physician assesses that information and issues a Consultation Outcome, without any real-time interaction.
 - (c) "Synchronous Consultation" means a real-time telephone or live audio-video consultation between you and a Physician arranged through the Platform, where offered.
 - (d) "Intake Submission" means the structured online intake form you complete, together with any photographs, screenshots, documents, test results or other material you upload or send through the Platform in connection with a Consultation.
 - (e) "Consultation Outcome" means the outcome a Physician provides through the Platform, which may include clinical advice, a working impression, a recommendation, a referral, an

electronic prescription, a medical certificate, or a decision that the matter cannot be safely managed in the chosen modality.

- (f) "Physician" means a medical practitioner registered with the Professional Regulation Commission and holding a current Professional Tax Receipt, who provides Consultations through the Platform in the exercise of independent professional judgment.
- (g) "Consultation Window" means, for a Messaging Consultation, the period beginning when your Intake Submission is accepted and payment is confirmed, and ending on the earlier of (i) 48 hours after the Consultation Outcome is delivered and (ii) closure of the episode under clause 11.6.
- (h) "Services" means the services described in clause 3.
- (i) "DOH Telemedicine Guidelines" means DOH-DILG-PhilHealth Joint Administrative Order No. 2021-0001, as amended or replaced.
- (j) "Data Privacy Act" means Republic Act No. 10173, its Implementing Rules and Regulations, and issuances of the National Privacy Commission.

2.2 Headings are for convenience only. References to legislation include amendments, consolidations and replacements. "Including" and "for example" are not words of limitation.

3. THE SERVICES

3.1 Through the Platform, we make available:

- (a) Messaging Consultations — asynchronous, store-and-forward consultations for non-emergency, low-to-moderate risk health concerns, conducted in accordance with clause 11;
- (b) Synchronous Consultations — real-time video or telephone consultations, conducted in accordance with clause 12;
- (c) electronic prescriptions, where clinically indicated, in accordance with clause 13;
- (d) medical certificates and related documents, where clinically justified, in accordance with clause 14;
- (e) a document verification facility for third parties, in accordance with clause 14.5; and
- (f) general health information published on the Platform, in accordance with clause 18.

3.2 The Services are offered to persons located in the Republic of the Philippines and are delivered by Physicians licensed to practise in the Philippines. The Services are not offered to, and must not be used by, persons located outside the Philippines. We may decline or terminate a Service where we reasonably believe you are outside the Philippines.

3.3 A Consultation is a discrete, episodic clinical service. It does not create a continuing doctor-patient relationship beyond the episode, does not constitute ongoing care or case management, and does not make any Physician or the Company your primary care provider. You remain responsible for arranging your own continuing care.

3.4 We may add, modify, suspend or withdraw any Service or feature at any time. Changes do not affect a Consultation already paid for and in progress.

4. NOT FOR EMERGENCIES

MY DOC EXPRESS IS NOT AN EMERGENCY SERVICE. Submissions and messages are not monitored in real time. If you have a medical emergency, do not use the Platform. Call 911, contact your nearest emergency department, or seek immediate in-person medical attention.

- 4.1 The Services must not be used for urgent or emergency medical care, including where you experience or suspect any of the following:
- (a) chest pain, pressure or tightness, or symptoms suggestive of a heart attack;
 - (b) difficulty breathing, severe shortness of breath, or choking;
 - (c) sudden weakness, numbness, facial droop, confusion, slurred speech or other symptoms suggestive of a stroke;
 - (d) severe or uncontrolled bleeding, serious injury, burns, or suspected fracture;
 - (e) loss of consciousness, seizure, or altered mental state;
 - (f) thoughts of self-harm or suicide, or risk of harm to another person;
 - (g) severe allergic reaction, including swelling of the face, lips, tongue or throat;
 - (h) complications of pregnancy, including bleeding, severe abdominal pain or reduced foetal movement;
 - (i) high fever, lethargy or poor feeding in an infant or young child;
 - (j) poisoning, overdose, or suspected ingestion of a harmful substance; or
 - (k) any other condition a reasonable person would consider urgent or life-threatening.
- 4.2 We do not provide triage, monitoring or surveillance of submissions or messages between submission and review. Submitting information does not alert any clinician on an urgent basis.
- 4.3 If your condition changes or worsens after you request a Service, you must seek immediate in-person care and must not wait for a Consultation Outcome.

5. ELIGIBILITY, ACCOUNTS, IDENTITY AND AUTHORITY

- 5.1 You must be at least eighteen (18) years of age to enter into these Terms and to use the Services on your own behalf.
- 5.2 A Service may be requested for a minor only by the minor's parent or legal guardian, who must complete the Intake Submission, give all consents, and is the contracting party for all purposes. A Physician may decline to manage a minor in any modality they consider clinically inappropriate.
- 5.3 You must not request a Service on behalf of another adult unless you hold lawful authority to do so and have disclosed that fact. We may require evidence of that authority.
- 5.4 We may verify your identity, including by requiring a valid government-issued identification document and, where necessary, a photograph or other means of confirming the identification belongs to you. We may suspend or terminate a Service, or withhold a Consultation Outcome or document, where identity cannot be reasonably verified.
- 5.5 Each request for a Service relates to one patient only. You must not use one Consultation to obtain advice, a prescription or a certificate for more than one person.

- 5.6 Your account is personal to you. You are responsible for keeping your credentials secure, for all activity on your account, and for ensuring your contact details are current. You must notify us promptly of any unauthorised use.

6. YOUR OBLIGATIONS: ACCURACY AND COMPLETENESS

In every Consultation — and especially in a Messaging Consultation, where there is no examination and no live interaction — the Physician relies on the information you supply. The safety and quality of the Consultation Outcome depends directly on the accuracy and completeness of what you provide.

- 6.1 You must provide information that is true, accurate, complete, current and not misleading, and must not omit information a reasonable person would understand to be relevant to the concern raised.
- 6.2 You must disclose, to the best of your knowledge, your current medications, known allergies and adverse drug reactions, existing and past medical conditions, recent surgery or hospitalisation, and whether you are pregnant, trying to conceive or breastfeeding.
- 6.3 Any photograph, screenshot, laboratory result or other material you provide must relate to you (or to the patient you are lawfully submitting for), must be current unless you state otherwise, must not be altered or digitally manipulated, and must be of sufficient quality to be interpreted.
- 6.4 You acknowledge and accept that if you provide inaccurate, incomplete, misleading or falsified information, the clinical assessment may be wrong, unsafe or of no value, and that **you assume the risk and consequences of doing so**. To the maximum extent permitted by law, neither the Company nor any Physician is liable for loss, injury or damage caused or contributed to by information you failed to provide or provided inaccurately.
- 6.5 Knowingly providing false information to obtain a prescription, medical certificate or other document may constitute a criminal offence under the Revised Penal Code, including the provisions on falsification of documents and false medical certificates. We may refuse service, terminate your account, withhold any refund, and cooperate with law enforcement and regulators.

7. CLINICAL DISCRETION AND PHYSICIAN AUTONOMY

- 7.1 Consistent with the DOH Telemedicine Guidelines, the professional autonomy of the Physician in determining the appropriateness of any telemedicine modality shall never be overridden. At any stage of the interaction, the Physician retains unhindered discretion to terminate the Service or to require that another service-delivery modality (including in-person care) be used.
- 7.2 Without limiting clause 7.1, a Physician may at any time and at their sole clinical discretion:
- (a) request further information, images or documents;
 - (b) decline to proceed with a Consultation;
 - (c) terminate a Consultation in progress;
 - (d) direct that a different modality — synchronous, in-person, or otherwise — is required;
 - (e) refer you to another practitioner, facility or emergency service;

- (f) decline to issue a prescription, medical certificate, referral, fitness-to-work document, clearance or any other document; or
 - (g) issue a Consultation Outcome that differs from the outcome you sought or expected.
- 7.3 Neither the Company nor its personnel directs, influences, overrides or reverses a Physician's clinical judgment. You may not require, request or negotiate a particular clinical outcome, and any attempt to do so may result in termination of the Consultation.
- 7.4 A decision to decline to issue a document, or to direct you to another modality, is a clinical decision made in your interest. It is not a failure to deliver the Service and does not of itself entitle you to a refund, **except as set out in clause 9.**

8. WHAT YOU ARE PAYING FOR — NO GUARANTEED OUTCOME

The fee you pay for a Consultation covers the Physician's review and clinical assessment of the information you provide. It does not purchase a prescription, a medical certificate, a fitness-to-work document, a referral, a diagnosis, or any other particular outcome.

- 8.1 The Service you purchase is the professional review and clinical assessment of your presentation by a Physician, together with delivery of a Consultation Outcome. That Service is fully performed once the review and assessment are complete and the Consultation Outcome is delivered, regardless of what the Consultation Outcome contains.
- 8.2 We make no guarantee, representation or warranty that any Consultation will result in:
 - (a) an electronic prescription, or a prescription for any particular medicine, quantity, strength or duration;
 - (b) a medical certificate, sickness certificate, fitness-to-work certificate, clearance or excuse letter;
 - (c) a certificate covering any particular date, period or number of days;
 - (d) a referral, laboratory request, imaging request or specialist letter;
 - (e) a diagnosis, or a diagnosis in any particular form of words; or
 - (f) acceptance of any document by any employer, school, insurer, government agency or other third party.
- 8.3 These matters are disclosed to you before payment through the acknowledgements in Schedule 1. By paying, you confirm you have read and understood them and elect to proceed.

9. FEES, PAYMENT AND REFUNDS

- 9.1 The fee for each Service is the amount displayed on the Platform at the time you submit your request, and is payable in advance. Fees are inclusive of value-added tax where applicable. Payment is processed by third-party payment providers, and you authorise us and them to charge your chosen payment method.
- 9.2 Because the Service is the professional review and assessment itself, no refund is payable once a Physician has commenced the Consultation, including where the Consultation Outcome is not the outcome you sought, where no prescription or certificate is issued, or where you are directed to a different modality under clause 7.2(d).

9.3 We will refund the fee in full where:

- (a) no Physician commences your Consultation within 24 hours of payment being confirmed (or, for a Synchronous Consultation, the appointment does not proceed for reasons attributable to us or the Physician);
- (b) you cancel before a Physician has commenced the Consultation;
- (c) a technical failure of the Platform prevents the Consultation from being completed;
- (d) you have been charged more than once for the same Service; or
- (e) we cancel the Service for a reason not attributable to you.

9.4 No refund is payable where a Consultation is terminated or cannot be completed because you provided inaccurate, incomplete or falsified information, failed to respond within the Consultation Window, failed to attend a scheduled Synchronous Consultation, failed identity verification, or breached these Terms.

9.5 Refund requests must be made through email within seven (7) days. Approved refunds are processed to the original payment method within ten (10) business days, subject to your payment provider's processing times.

9.6 **Nothing in this clause 9 excludes, restricts or modifies any right or remedy you have under the Consumer Act of the Philippines (RA 7394) or any other law that cannot lawfully be excluded, restricted or modified.**

10. TURNAROUND TIMES AND AVAILABILITY

10.1 Any turnaround, response or issuance time shown on the Platform is a target estimate only, not a guarantee or contractual commitment. Actual times vary with clinical complexity, physician availability, submission volume, the need for clarifying questions, and public holidays.

10.2 We do not warrant that the Platform will be available uninterrupted or error-free. We may suspend access for scheduled or emergency maintenance or for matters outside our reasonable control.

11. SERVICE-SPECIFIC TERMS: MESSAGING CONSULTATIONS

11.1 A Messaging Consultation is asynchronous telemedicine using store-and-forward technology, where messages, images or data are collected at one point in time and interpreted or responded to later, consistent with the DOH Telemedicine Guidelines. You complete a structured intake form and may upload supporting information; a Physician then reviews the material asynchronously and provides a Consultation Outcome through the Platform.

11.2 **There is no live interaction.** You and the Physician are not simultaneously present. There is no video call, no telephone call, and no physical examination. The Physician cannot see you, examine you, take your vital signs, or observe you over time.

11.3 Messaging Consultations are intended only for non-emergency, low-to-moderate risk health concerns where a Physician can reasonably assess the information provided through messaging. Not every condition is suitable, and the Physician may determine that your concern falls outside that scope.

- 11.4 You must respond to any clarifying question from the Physician within the Consultation Window. If you do not respond, the Physician may close the episode without issuing any prescription, certificate or other document.
- 11.5 Clarifying questions and follow-up messages are included only to the extent they relate to the same clinical concern already assessed. A new or different concern requires a new Consultation and a new fee.
- 11.6 A Messaging Consultation closes at the end of the Consultation Window. After closure, the Physician has no obligation to respond further and the episode of care ends. Continuing or new symptoms require a fresh Consultation or in-person care.

12. SERVICE-SPECIFIC TERMS: SYNCHRONOUS CONSULTATIONS

- 12.1 A Synchronous Consultation is a real-time telephone or live audio-video consultation at a scheduled time. You must attend from a private location within the Philippines with an adequate connection and, where applicable, a working camera and microphone.
- 12.2 If you fail to attend within ten (10) minutes of the scheduled start, the Consultation may be treated as forfeited and clause 9.4 applies. You may reschedule up to 4 hours before the scheduled time without charge.
- 12.3 You must not record a Synchronous Consultation or permit any other person to be present or to listen without disclosing that to the Physician at the outset. The Physician may record clinical notes, which form part of your record; audio or video is not recorded unless disclosed and consented to.
- 12.4 A physical examination is not possible in a Synchronous Consultation, and the limitations in clauses 6, 7 and 8 apply equally.

13. SERVICE-SPECIFIC TERMS: ELECTRONIC PRESCRIPTIONS

- 13.1 Where clinically indicated and at the Physician's sole discretion, an electronic prescription may be issued as an electronic document in accordance with the DOH Telemedicine Guidelines and the Electronic Commerce Act (RA 8792), transmitted through the Platform or by email.
- 13.2 Separate electronic prescriptions will be issued for all antibiotics, anti-infectives and anti-viral preparations, as required by the DOH Telemedicine Guidelines.
- 13.3 Prescriptions are issued in accordance with the Generics Act of 1988 (RA 6675) and state the generic name of the medicine.
- 13.4 The Services do not prescribe, and you must not request, **dangerous drugs or controlled substances** regulated under the Comprehensive Dangerous Drugs Act of 2002 (RA 9165) and the rules of the Dangerous Drugs Board, or any medicine requiring a special prescription form, physical examination, baseline testing or ongoing monitoring that cannot be safely conducted through the chosen modality.
- 13.5 A prescription is issued for the named patient only, for a single episode of care, and confers no entitlement to a repeat, refill or continuing supply. You must not alter, copy for reuse, transfer, sell or share a prescription.

- 13.6 Dispensing is a matter for the pharmacy. A pharmacy may in its own professional discretion decline to dispense, require additional verification, or not stock the medicine. We are not responsible for a pharmacy's decisions, pricing or stock.
- 13.7 You must read the product information supplied with any medicine, take it only as directed, and stop taking it and seek immediate medical attention if you experience an adverse reaction.

14. SERVICE-SPECIFIC TERMS: MEDICAL CERTIFICATES AND DOCUMENTS

- 14.1 A medical certificate or similar document is issued only where the Physician considers, on the information reviewed, that it is clinically justified. Clause 8.2 applies.
- 14.2 Any certificate issued following a telemedicine Consultation will disclose on its face the modality of assessment — including, for a Messaging Consultation, that the assessment was conducted by asynchronous telemedicine based on information reported and supplied by the patient without physical examination. You consent to that disclosure and acknowledge it may affect whether a third party accepts the certificate.
- 14.3 Acceptance of any certificate or document is entirely at the recipient's discretion. Employers, schools, universities, insurers, government agencies and courts set their own requirements. We give no assurance of acceptance; non-acceptance is not a defect in the Service and does not entitle you to a refund.
- 14.4 You must not alter, forge, falsify, backdate, reproduce for reuse, sell or otherwise misuse any document issued through the Platform. **Falsification of a medical certificate, and the knowing use of a falsified certificate, are criminal offences under the Revised Penal Code.** We may report suspected misuse to law enforcement, the Professional Regulation Commission and any affected third party, and may terminate your account.
- 14.5 We may operate a verification facility allowing a third party to confirm whether a document was genuinely issued through the Platform. Verification confirms authenticity only and does not disclose clinical information, except with your consent or where disclosure is required or permitted by law.
- 14.6 A fitness-to-work or fitness-for-activity opinion given through telemedicine is necessarily limited: it is based on your self-reported condition and description of your duties, and is not an occupational health assessment, a pre-employment medical examination, or a statutory fitness certification.

15. YOUR RIGHT TO CHOOSE OR CHANGE MODALITY

- 15.1 You have the right at any time to opt for a different mode of health care delivery — including a Synchronous Consultation where offered, or in-person care — and the right to terminate an ongoing Consultation by notifying us through the Platform.
- 15.2 Where you terminate or switch modality after a Physician has commenced the Consultation, clause 9.2 applies to the fee already paid. Any alternative modality is a separate Service with its own fee.

16. INFORMED CONSENT

- 16.1 Before a Consultation proceeds, you must give clear, express, written consent to the chosen mode of delivery. You give that consent by completing the acknowledgements in Schedule 1 and confirming them on the Platform. Consent given electronically constitutes written consent under the Electronic Commerce Act (RA 8792).
- 16.2 By giving consent you confirm that the nature, scope, limitations and parameters of the Service have been explained to you, that you have read and understood clauses 3 to 9 and 11 to 15 and clause 17, and that you have had the opportunity to ask questions.
- 16.3 We retain a record of your consent — the Terms version, the acknowledgements confirmed, and the date and time — as part of your clinical record.
- 16.4 You may withdraw consent at any time. Withdrawal operates prospectively only and does not affect the lawfulness of anything done before withdrawal, or the retention of records required by law or professional standards.

17. PRIVACY AND DATA PROTECTION

- 17.1 We collect, use, store and disclose your personal information and sensitive personal information (including health information) in accordance with the Data Privacy Act, our Privacy Notice and these Terms. Your privacy will be protected at all times.
- 17.2 We collect your Intake Submission, identity and contact details, payment records, message content, consultation records, device and access logs, and Consultation Outcomes, in order to provide the Services, enable clinical assessment, issue and verify documents, maintain medical records, process payment, meet legal and regulatory obligations, and improve safety and quality.
- 17.3 Health information is sensitive personal information. We process it on the basis of your consent and the lawful bases in sections 12 and 13 of the Data Privacy Act, including the provision of medical treatment by a medical practitioner subject to an adequate confidentiality standard.
- 17.4 We disclose your information only with your consent, or where the Data Privacy Act or other law permits or requires disclosure — including to protect life and health in a medical emergency, to comply with a lawful order or subpoena, or in response to a lawful request from a regulator.
- 17.5 We share information with Physicians, with our hosting, communications and payment providers, and with a pharmacy where you direct us to. Where information is transferred or accessed outside the Philippines, we remain accountable and impose safeguards consistent with the Data Privacy Act.
- 17.6 We retain clinical records for the period required by Philippine law and professional standards, and for at least 10 years from the relevant Consultation. Message threads, Intake Submissions and Consultation Outcomes form part of your clinical record.
- 17.7 You have the rights to be informed, to object, to access, to rectification, to erasure or blocking, to damages and to data portability, and the right to lodge a complaint with the National Privacy Commission.
- 17.8 All enquiries, requests and complaints about personal data should be directed to our Data Protection Officer:

Data Protection Officer

Name: Voss Gibson

Email: admin@mydocexpress.com

Postal address: Level 10, IBP Tower, Dona Julia Vargas Ave. & Jade Drive, Ortigas Center, Pasig City 1605, NCR

- 17.9 We maintain organisational, physical and technical security measures appropriate to the sensitivity of the information. Where a personal data breach meets the notification threshold, we will notify the National Privacy Commission and affected individuals as required.

18. HEALTH INFORMATION ON THE PLATFORM

- 18.1 Articles, guides and other health information published on the Platform are general information only. They are not medical advice, are not a Consultation, do not create a doctor-patient relationship, and must not be relied on as a substitute for advice from a qualified practitioner about your own circumstances.
- 18.2 We take reasonable care in preparing published content but do not warrant that it is complete, current or applicable to you.

19. OUR ROLE; INDEPENDENT PHYSICIANS

- 19.1 The Company operates the Platform and provides technology, administrative, scheduling, payment and support services. The Company does not practise medicine and does not provide medical advice.
- 19.2 Physicians are independently licensed practitioners who exercise independent professional judgment. Clinical responsibility for each Consultation Outcome rests with the Physician who provided it.
- 19.3 We verify that Physicians hold current PRC registration and a valid Professional Tax Receipt, and require them to comply with these Terms, the DOH Telemedicine Guidelines and applicable professional standards.

20. INTELLECTUAL PROPERTY AND LICENCE TO USE THE PLATFORM

- 20.1 The Platform and all content on it — including text, graphics, logos, trade marks, software, page layouts and databases — are owned by or licensed to the Company and are protected by intellectual property laws. We grant you a personal, revocable, non-exclusive, non-transferable licence to access and use the Platform for your own lawful, non-commercial use in accordance with these Terms.
- 20.2 You must not copy, reproduce, republish, scrape, frame, reverse engineer, or commercially exploit the Platform or its content, or use any trade mark displayed on it, without our prior written consent.
- 20.3 You retain ownership of the material you submit. You grant us a licence to use, store, reproduce and disclose that material to the extent necessary to provide the Services, maintain records, and comply with law.

21. ACCEPTABLE USE AND PROHIBITED CONDUCT

21.1 You must not:

- (a) misrepresent your identity, age, location or symptoms;
- (b) use any Service to obtain medicines for another person, for resale, for stockpiling, or for non-medical purposes;
- (c) seek dangerous drugs or controlled substances through the Services;
- (d) use any Service to obtain a certificate for an absence or incapacity that did not occur;
- (e) pressure, threaten, harass or abuse a Physician or our personnel, or attempt to induce a particular clinical outcome;
- (f) submit multiple concurrent requests for the same concern in order to obtain a different outcome;
- (g) upload malicious code, interfere with the security or operation of the Platform, or access it by automated means; or
- (h) use the Platform in breach of any applicable law.

21.2 Where we reasonably believe you have breached this clause, we may suspend or terminate your access, refuse future service, decline any refund for the affected Service, and report the matter to the relevant authorities.

22. THIRD-PARTY SERVICES AND LINKS

22.1 The Platform may link to, or interoperate with, third-party services — including pharmacies, laboratories, payment providers and courier services. Those services are provided by the third party on its own terms. We are not responsible for their acts, omissions, availability or content, and a link does not imply endorsement.

23. DISCLAIMERS AND LIMITATION OF LIABILITY

23.1 You acknowledge that telemedicine has inherent limitations, that not every condition can be safely assessed without physical examination, and that a Consultation Outcome is necessarily based on the information available to the Physician at the time.

23.2 To the maximum extent permitted by law, and subject to clause 23.5, the Company is not liable for:

- (a) the independent clinical judgment of any Physician;
- (b) loss arising from information you failed to disclose or disclosed inaccurately;
- (c) non-acceptance of a certificate or document by any third party, or any employment, academic, insurance or financial consequence of that non-acceptance;
- (d) the acts or omissions of any pharmacy, laboratory, facility or practitioner to which you are referred, or of any third-party service under clause 22;
- (e) delay in review, response or delivery of a Consultation Outcome;
- (f) unavailability, interruption or failure of the Platform, or of your own device or connection; or

- (g) indirect, incidental, special or consequential loss, loss of profits, loss of income, loss of employment or loss of opportunity.
- 23.3 To the maximum extent permitted by law, and subject to clause 23.5, the Company's aggregate liability arising out of or in connection with a Service is limited to the greater of (a) the total fees paid by you for that Service and (b) PHP 25,000.
- 23.4 The Platform and its content are provided "as is" and "as available", and, subject to clause 23.5 and the express commitments in these Terms, without warranties of any kind.

23.5 Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, gross negligence, or death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or limited under Philippine law, including under the Civil Code and the Consumer Act of the Philippines (RA 7394).

24. INDEMNITY

- 24.1 You indemnify the Company against any claim, loss, liability, cost or expense arising from your breach of these Terms, your provision of false or misleading information, or your misuse of any prescription, certificate or other document issued through the Platform.

25. SUSPENSION AND TERMINATION

- 25.1 We may suspend or terminate your account and access to the Platform where you materially breach these Terms, where required by law or a regulator, or where we reasonably consider it necessary to protect patients, Physicians, our personnel or the integrity of the Services.
- 25.2 You may close your account at any time. Closure does not affect a Consultation in progress, accrued rights and obligations, or our retention of clinical records required by law.
- 25.3 Clauses which by their nature survive termination — including clauses 6.4, 8, 9, 14.4, 17, 20, 23, 24 and 28 — continue after termination.

26. COMPLAINTS AND REGULATORS

- 26.1 If you are concerned about any Service or a Consultation Outcome, contact us at admin@mydocexpress.com. We will acknowledge your complaint within five (5) business days and aim to resolve it within fifteen (15) business days. Privacy complaints should be directed to the Data Protection Officer under clause 17.8.
- 26.2 Nothing in these Terms limits your right to raise a concern with the Professional Regulation Commission, the Department of Health, the National Privacy Commission, the Department of Trade and Industry, or any other competent authority.

27. CHANGES TO THESE TERMS

- 27.1 We may amend these Terms. The version in force at the time you request a Service governs that Service. Material changes will be notified on the Platform before they take effect, and continued use after that date constitutes acceptance. Superseded versions are archived and available on request.

28. GENERAL

- 28.1 These Terms are governed by the laws of the Republic of the Philippines.
- 28.2 The parties submit to the exclusive jurisdiction of the courts of Manila, Philippines, without prejudice to any right you may have under Philippine law to bring proceedings in the place of your residence.
- 28.3 If any provision is held invalid or unenforceable, it is severed to the minimum extent necessary and the remaining provisions continue in full force.
- 28.4 A failure or delay in exercising a right is not a waiver of that right. We may assign or novate these Terms as part of a corporate reorganisation or sale, provided your rights are not materially prejudiced; you may not assign your rights without our consent.
- 28.5 Neither party is liable for delay or failure caused by events beyond its reasonable control, other than your obligation to pay.
- 28.6 These Terms, the Privacy Notice and the Schedule 1 acknowledgements constitute the entire agreement between you and the Company in relation to the Platform and the Services.
- 28.7 These Terms are written in English. Any translation is for convenience only, and the English version prevails.

SCHEDULE 1 — PRE-CONSULTATION ACKNOWLEDGEMENTS

To be presented as individually tickable checkboxes before payment for any Consultation. Items marked (M) apply to Messaging Consultations. None should be pre-ticked. The confirmed set, with Terms version, date and time, is stored against the clinical record.

- ☐ (M) I understand this is a messaging-based consultation. There is no video call, no phone call and no physical examination. The doctor will assess only the information I submit.
- ☐ I understand this service is only for non-emergency health concerns where urgent medical care is not needed. If this is an emergency I will call 911 or go to the nearest emergency department.
- ☐ I understand the doctor decides whether this mode of care is appropriate, and may stop the consultation, ask me to have a different type of consultation, or refer me elsewhere.
- ☐ I understand the fee covers only the doctor's review and clinical assessment of the information I provide.
- ☐ I understand there is no guarantee that I will be issued a prescription, medical certificate, fitness-to-work document or referral, and that if none is issued, the fee is not refunded.
- ☐ I understand that no employer, school, insurer or agency is obliged to accept any certificate issued, and that any certificate will state how the assessment was conducted.
- ☐ I confirm the information I am providing is true, accurate and complete, and I understand that giving false information may be a criminal offence.
- ☐ I understand my privacy will be protected, that my health information will be handled under the Data Privacy Act, and that I can contact the Data Protection Officer with any question or complaint.
- ☐ I understand I can choose a different mode of care, or end this consultation, at any time.
- ☐ I have read and I accept the Terms and Conditions, and I give my express written consent to receive care through the mode I have selected.