

## INFORMED CONSENT

**Updated October 2023** 

This Informed Consent is complementary to, and should be read and understood with, the general <u>Terms and Conditions of Use</u> of the Platforms. The definitions contained in the general Terms and Conditions of Use are applicable to this Informed Consent.

This Informed Consent is to be read and agreed to by any person who wishes to use the Platforms, on whatever digital platform used by that person. By using the Platforms, you confirm that you are aware of the general Terms and Conditions of Use and Privacy Statement and that you consent to using the Platforms as a means of facilitating an online dermatological consultation with a Dermatologist, and agree to the terms and conditions set out in this Informed Consent.

Please read this Informed Consent carefully before using the Platforms.

The Patient, or person responsible for the account, hereby agrees as follows:

- 1. That they are liable for the payment of the medical services (including telehealth services) provided by the Dermatologist to the Patient.
- 2. The Platforms and the treatments and products prescribed by the Dermatologist are subject to the general Terms and Conditions of Use, the Privacy Statement and this Informed Consent, as well any agreements entered into between Dr Derma Southern Africa (Pty) Ltd ("Dr Derma" or the "Company") and the Dermatologist.
- 3. Neither the Dermatologist nor the Company can guarantee that the consultation conducted through this digital platform will result in a treatment or medication being prescribed. If you have an immediate need or an emergency situation, you must contact the Dermatologist's practice directly or go to emergency rooms at a hospital nearby. The Dermatologist may require a face-to-face consultation to better diagnose or recommend a treatment, depending on your specific case.
- 4. By completing and submitting the Dr Derma Application Form, you declare that "You" wish to use the Dr Derma Platforms and the services and products offered thereon.
- 5. These products and services are provided to "You" through the Platforms and assessed by Dr Derma Dermatologists, for a specified fee. An invoice showing an ICD code, Procedure code and the receipt of payment will be issued on payment or diagnosis and this can be used to claim back from your medical aid. Neither the Dermatologist nor the Company can guarantee that your medical aid claims will be approved by your medical aid scheme, and take no responsibility for any repudiated claims by your medical aid scheme.
- 6. It is acknowledged that some of Dr Derma's Dermatologists' tariffs are approximately 2 3 times more than the National Health Reference Price List (NHRPL) tariff.
- 7. The Dermatologist's account needs to be settled in full before the consultation, irrespective of any contracts they may have with the medical aid scheme or any third parties.
- 8. "You" give your consent for the personal information about yourself, your health and your current medications including, but not limited to, the information "You" divulge as part of the Dr Derma Application Form submitted to the Dermatologist, for the purpose of conducting a digital consultation.



- 9. "You" understand and accept that this information may be exchanged electronically. "You" warrant and undertake that all information provided by "Yourself" in the Dr Derma Application Form and on the Platforms and submitted by "Yourself" to the "Dermatologist" is correct and true and that "You" have not withheld information that "You" believe may be relevant or useful in any way.
- 10. The Dermatologist requires that the use of this service is available to persons who are qualified to contract. As a patient "You" must be over the age of eighteen (18) years. In the case of a patient being under the age of eighteen (18) years (minor child), a Competent Person accepts this Informed Consent on the "Patient's" behalf and must be present at all email, telephone, virtual and / or face to face consultations.
- 11. The Competent Person, by accepting this Informed Consent, accepts their responsibility to ensure that all treatment protocols and any products prescribed to the minor child is carefully taken / used / monitored and secured at all times.
- 12. Treatment plans and prescribed products are based on the Dr Derma Application Form you complete and your online consultation with your Dermatologist. If you provide incomplete or incorrect information, the Dermatologist you consulted, and / or the Company, will not be held responsible for any harm, damage, or death arising from the consultation, our services or products, or the prescribed products and services.
- 13. The Platforms provide guidance for dermatological advice. It is meant to enhance and supplement, not substitute, your relationship with your healthcare providers.
- 14. You should make sure that you carefully read the consulting practitioner report, patch testing advice, user information, and product packaging and labels prior to use. If you have or suspect you may have a health problem other than the skin condition you are seeking treatment for, you should consult your healthcare provider / practitioner. Please consult a Doctor before taking any new product, particularly if you are already under medical care or other treatment plans.
- 15. Dr Derma consultation applications are received by the Dermatologist directly. The monitoring of the consultation and responses sent by you may be hours or days apart.
- 16. The consultation feedback and diagnosis is generally available on the Dr Derma application within 72 hours after the submission of the Dr Derma application form. The Dermatologist will not be responsible for any issues caused by delays in communications.
- 17. By submitting the Dr Derma application form you declare that the information is true to the best of your knowledge and you understand that failure to declare all medical history may result in failure of treatment and increased risk of possible complications.
- 18. If any of these terms are held to be invalid or unenforceable then the validity and enforceability of the remaining provisions shall not be affected.

\*\*\*END OF INFORMED CONSENT\*\*\*