



A Digitally-Driven Healthcare & Lifestyle Company

Address: 8 Ennevor Close, Kingston 10, Jamaica

Email: privacy@karekapitalgroup.com

PATIENT TERMS OF USE

Introduction

Welcome to **Kare Kapital Group Ltd.** ("Kare Kapital Group," "we," "our," or "us").

Formerly known as **KaciKare Medical Services Ltd.**, Kare Kapital Group provides telemedicine, virtual care, in-home medical services, and wellness solutions through our brands **Klick2Kare**, **Reset2Glow**, and any future Kare Kapital products or services.

These Patient Terms of Use and Telemedicine Consent ("Terms") govern your access to and use of all Kare Kapital Group services, platforms, websites, patient portals, and mobile applications (collectively, the "Services"). By registering for, accessing, or using any Kare Kapital Group Service, you confirm that you have read, understood, and agreed to be bound by these Terms. If you do not agree, you are not authorized to use our Services.

1. User Accounts

1.1 You must register for an account to access Kare Kapital Group Services. By registering, you represent and warrant that:

- You are using your true and legal identity and are not impersonating anyone.
- All personal information provided is accurate, current, and complete, and you will update it as needed.
- You will not create multiple accounts or create accounts for others except as a verified legal guardian or authorized representative.

1.2 Your username and password are unique to you. You are responsible for keeping them secure and confidential. Notify us immediately at privacy@karekapitalgroup.com if you suspect unauthorized access or a breach of security.

1.3 You are solely responsible for all activities that occur under your account, whether or not performed by you. Kare Kapital Group disclaims any liability for losses resulting from unauthorized use of your account.

1.4 Kare Kapital Group may verify, suspend, or terminate any user account at its sole discretion, including in cases of suspected misuse or non-compliance.

1.5 You agree to receive essential notifications (e.g., appointment reminders, service alerts, clinical updates) by email, SMS, push notification, or WhatsApp as part of normal service delivery.

1.6 You shall not use our Services for any purpose other than lawful healthcare-related activities. Any attempt to compromise data, systems, or users (including hacking, malware, or data extraction) is strictly prohibited.

1.7 Kare Kapital Group is not liable for downtime or unavailability of its platforms due to system maintenance, technical issues, or internet disruptions.



2. Data and Privacy

2.1 Kare Kapital Group collects, processes, and stores personal and health information (“Protected Health Information” or “PHI”) in compliance with:

- The **Jamaica Data Protection Act (2020)**;
- The **U.S. Health Insurance Portability and Accountability Act (HIPAA)**; and
- Applicable privacy regulations in the State of Florida and other jurisdictions where we operate.

2.2 All data transmissions and storage are encrypted and hosted on HIPAA- and GDPR-compliant cloud servers.

2.3 You are responsible for the accuracy of information entered into your health record, including data imported from health devices or fitness apps.

2.4 Authorized healthcare providers within Kare Kapital Group may access and update your data solely for clinical or operational purposes.

2.5 Non-personal, aggregated, or anonymized data may be used for research, analytics, or quality improvement initiatives.

2.6 Your data is subject to the **Kare Kapital Group Privacy Policy**, available on our website.

2.7 While we maintain rigorous data security standards, you acknowledge that no system is entirely immune to cyber risks and accept the residual risks of online data transmission.

3. Prohibited Conduct

You agree not to:

- Impersonate another person or provide false information.
- Upload, post, or transmit unlawful, defamatory, obscene, or discriminatory material.
- Violate intellectual property or privacy rights.
- Distribute spam or unauthorized commercial communications.
- Reverse-engineer, copy, or interfere with our software or systems.
- Engage in hacking, data scraping, or activities that compromise security.

Violations may result in suspension, termination, and legal action under Jamaican or U.S. law.

4. Intellectual Property

All content, designs, software, trade names, and marks appearing in our platforms are the exclusive property of Kare Kapital Group Ltd. or its licensors.

You may view and use this content for personal, lawful purposes only and must not modify, copy, or distribute it without written permission.

5. Remote Monitoring Services

Remote monitoring allows patients to transmit specific health data to their healthcare providers via Kare Kapital Group’s platforms.

Patients agree to:

- Submit accurate and timely readings as advised.
- Use approved, calibrated, and compatible devices.
- Report discrepancies between their actual condition and device data.



- Understand that these services complement—not replace—physical consultations.

Kare Kapital Group assumes no liability for harm resulting from inaccurate data entry or failure to follow medical advice. These services are not intended for emergency care.

6. Video and Text Consultations

6.1 Scheduling:

Kare Kapital Group may reschedule video consultations based on provider availability. You will be notified of any changes.

6.2 Duration and Quality:

Consultations typically last 15 - 20 minutes. Session quality depends on your internet connection and equipment; we are not responsible for technical interruptions originating from your device or network.

6.3 Privacy and Etiquette:

Consultations must occur in a quiet, private setting. Patients or guardians must not record sessions. Abusive or inappropriate behavior may result in immediate termination of the session without refund.

6.4 Text Consultations:

Text-based consultations provide general guidance only and are not a substitute for medical diagnosis or emergency care. You must seek in-person care if your condition worsens or requires urgent attention.

7. Payments

7.1 All consultation and service fees must be paid in advance via the approved payment channels on our platforms.

7.2 Subscription and remote monitoring fees are non-refundable once activated.

7.3 By submitting payment information, you authorize Kare Kapital Group to charge your account for selected services and applicable taxes.

7.4 Service fees may change without prior notice, and you are responsible for ensuring your payment method remains valid.

7.5 If a transaction fails due to insufficient funds or invalid details, your service plan may be suspended or terminated.

8. Appointments, Cancellations, No-Shows, and Refunds

8.1 Appointment Confirmation

- All appointments, whether virtual or in-home, are confirmed only after payment is made, as specified at the time of booking.

8.2 Rescheduling / Cancellations by the Patient

- We understand that schedules can change. While confirmed bookings cannot be cancelled, you are welcome to reschedule your appointment for a more convenient time within the notice period.
- Patients may reschedule appointments by notifying Kare Kapital Group at least **24 hours** in advance for virtual consultations and **48 hours** in advance for home visits.
- Rescheduling requests received within the required notice period may be facilitated without penalty.
- Late cancellations or same-day cancellations are subject to a cancellation fee of up to 100% of the consultation charge.

8.3 No-Shows & Late Arrivals

- The doctor may use his discretion with regards to late arrivals **less than 10 minutes**
- Failure to appear for a scheduled appointment, without prior notice, will be treated as a **no-show**, and the full consultation fee will be forfeited.
- If you arrive more than **10 minutes late** for a virtual appointment or are unavailable when our team arrives for an in-home visit, the provider may terminate the appointment and classify it as a no-show.

8.4 Provider Delays or Rescheduling



- If Kare Kapital Group or its providers must delay or reschedule due to medical emergencies, weather, or other unavoidable circumstances, we will notify you as soon as possible and offer the next available slot.
- No additional charges will apply.

8.5 In-Home Visit Access

- You are responsible for providing accurate directions, safe access, and a suitable environment for care.
- If the healthcare provider cannot locate your home, is denied access, or finds no authorized person present, the visit will be considered a **missed appointment**, and the full fee will apply.

8.6 Refund Policy

- All confirmed bookings are final. Refunds are generally **not provided** once a consultation, service, or treatment has been delivered or missed due to your non-compliance.
- Refunds or credits may be granted solely at the discretion of Kare Kapital Group in exceptional cases (e.g., provider cancellation with no reschedule option, verified double charge, or system error).

8.7 Package or Subscription Plans

- Subscription and remote-monitoring plans are prepaid and **non-refundable**. Unused sessions may be rescheduled within the active term of the plan but cannot be exchanged for cash value.

9. Session Recording and Quality Monitoring

Kare Kapital Group Ltd. may, from time to time, record telemedicine sessions (including video, audio, and chat interactions) conducted through its digital platforms. By using our telemedicine or virtual consultation services, you expressly consent to the recording of your session for the following lawful purposes:

1. **Clinical Quality Assurance:** To ensure the quality, accuracy, and safety of clinical care delivered through our platforms.
2. **Training and Supervision:** To support the training, mentoring, and professional development of healthcare practitioners and administrative staff.
3. **Legal, Compliance, and Risk Management:** To protect Kare Kapital Group Ltd., its practitioners, and its patients in the event of a complaint, dispute, or regulatory review.

9.1 Recordings are treated as **Protected Health Information (PHI)** and are stored securely in accordance with the **Jamaica Data Protection Act (2020)** and the **U.S. Health Insurance Portability and Accountability Act (HIPAA)**. Access to recordings is restricted to authorized personnel only. Recordings will not be shared or used for marketing, promotional, or non-clinical purposes without your separate, written consent.

9.2 If you do not wish to have your session recorded, you must inform Kare Kapital Group **before** the consultation begins. In such cases, alternative documentation methods (e.g., written notes) will be used to support your care.

10. Use and Disclosure of Information

10.1 Your personal and health information is confidential and will only be shared:

- With authorized Kare Kapital Group healthcare professionals;
- In emergencies or when required by law;
- With your explicit consent; or
- For lawful business and compliance purposes.

10.2 You may request deletion of your account by written notice to **privacy@karekapitalgroup.com**. Certain records (e.g., billing data) may be retained for legal or regulatory reasons.

10.3 Anonymized data may be used for statistical and quality analysis to improve healthcare outcomes.

10.4 Kare Kapital Group is not liable for disclosures made in compliance with lawful requests or regulatory obligations.



11. Security & Storage

We employ industry-standard safeguards, including encryption, firewalls, and access controls. Despite these measures, you acknowledge that internet-based data transmission carries inherent risks. Kare Kapital Group will not be liable for damages resulting from circumstances beyond our reasonable control.

12. Termination

Kare Kapital Group may suspend or terminate your account or access to Services at any time if you breach these Terms or misuse the platform.

Upon termination, we may retain data as required for legal or operational purposes.

13. Indemnification

You agree to indemnify and hold harmless Kare Kapital Group Ltd., its owners, shareholders, directors, employees, affiliates, and licensors from any claims, damages, or liabilities arising from your use of the Services or breach of these Terms.

14. Limitation of Liability

To the fullest extent permitted by law, Kare Kapital Group Ltd. and its affiliates shall not be liable for indirect, incidental, or consequential damages arising out of or related to your use of our Services, including telemedicine consultations, remote monitoring, or digital communications.

15. Governing Law and Jurisdiction

These Terms are governed by the laws of **Jamaica**. Where applicable, operations and compliance with telehealth regulations in the **State of Florida, USA**, shall also apply. Any dispute shall first be subject to mediation before proceeding to court.

16. Changes to These Terms

Kare Kapital Group may update or amend these Terms at any time. Updated versions will be posted on our website and take effect immediately upon publication.

17. Telemedicine Consent

By accepting these Terms, you provide informed consent for telemedicine services.

Telemedicine involves the use of secure communications (audio, video, electronic transmission, and remote monitoring) to facilitate consultations and treatment between patients and healthcare providers.

You understand and agree that:

- Telemedicine may be used for consultation, diagnosis, treatment, follow-up, and education.
- All transmissions are protected by encryption and data security protocols consistent with HIPAA and the Jamaica Data Protection Act.
- Despite safeguards, there is a residual risk of data breaches or connectivity failures.
- Healthcare information may be shared with other medical professionals or insurers as needed for your care.
- No outcome or result is guaranteed, and you retain the right to withdraw consent at any time.
- Telemedicine does not replace emergency care; if you have an emergency, call your local emergency service immediately.

By proceeding, you acknowledge that you:

1. Have read and understood these Terms;
2. Understand the nature and limitations of telemedicine; and
3. Consent to receive healthcare services through Kare Kapital Group's digital platforms.



18. Contact Information

Kare Kapital Group Ltd.

(Formerly KaciKare Medical Services Ltd.)

8 Ennevor Close, Kingston 10, Jamaica WI

Email: **privacy@karekapitalgroup.com**

All complaints, inquiries, and data requests, whether from Jamaica, the U.S., or elsewhere, should be directed to this address and email.

Acknowledgment

By using Kare Kapital Group Ltd. Services, you acknowledge that you have read, understood, and accepted these **Patient Terms of Use and Telemedicine Consent**, and that you agree to comply with all applicable laws and policies governing your use of the Services.

