



A Digitally-Driven Healthcare & Lifestyle Company

8 Ennevor Close, Kingston 10, Jamaica

Email: privacy@karekapitalgroup.com

WEBSITE DISCLAIMER – www.KareKapitalGroup.com

Please read this Disclaimer carefully before using this website, mobile application, or any services offered through Kare Kapital Group Ltd. (the “Platform”).

By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by this Disclaimer. If you do not agree, do not use the Platform.

1. Nature of the Platform and General Information

The Platform provides information about healthcare, telemedicine, wellness, and lifestyle services offered by Kare Kapital Group Ltd. (“Kare Kapital Group,” “we,” “our,” or “us”).

It facilitates appointment scheduling, secure video and text consultations, and, where available, in-home medical visits by qualified professionals.

All content on the Platform is intended for general informational purposes only and is not a substitute for individualized medical advice, diagnosis, or treatment from a licensed professional. Always consult a qualified healthcare provider before acting on any information obtained from our Platform.

2. Not a Substitute for Emergency Care

The Platform is not designed for emergency or critical medical conditions.

If you believe you are experiencing a medical emergency, **do not use the Platform**, call your local emergency number or go to the nearest hospital or urgent care center immediately. Telemedicine consultations and home visits are not emergency response services.

3. Telemedicine – Scope, Limits, and Conditions

Telemedicine services rely on electronic communications, including video, audio, and digital transmissions. Technical issues such as poor connectivity or device malfunction can affect the quality or completeness of consultations.

Clinical advice and decisions made during telemedicine sessions are based on the information available at that time. Certain conditions may require in-person evaluation or further diagnostic testing.

Healthcare professionals who deliver care through the Platform are licensed in specific jurisdictions. Service availability depends on those licenses and applicable local regulations. Patients are responsible for ensuring they are physically located within a jurisdiction where the provider is authorized to practice. Kare Kapital Group Ltd. does not warrant or guarantee any particular diagnosis, treatment, or outcome from telemedicine services.

4. In-Home Visits (House Calls)

In-home visits are available only when expressly booked and confirmed through the Platform.

Booking an in-home visit constitutes consent to the visit and to medical care being provided at your home or approved location.



In-home services are offered subject to provider availability, geography, patient safety, and compliance with applicable laws and clinical standards. A provider may decline or terminate a visit if the environment is unsafe, access is restricted, or proper clinical conditions cannot be met. The patient or guardian must provide accurate location details, ensure access, and be present for the appointment.

If the provider is unable to locate the address, gain access, or the patient is not present at the confirmed time, the visit may be deemed a missed appointment, and full charges may apply.
In-home visits are not a replacement for emergency care.

5. Prescriptions & Clinical Decisions

Clinicians providing care through the Platform exercise independent professional judgment. Any prescriptions, referrals, or recommendations are made based on the clinician's assessment and applicable regulations.

Certain medications, including controlled substances, may not be prescribed through telemedicine and may require an in-person evaluation. Kare Kapital Group Ltd. does not guarantee the issuance of prescriptions or the success of any specific treatment.

6. Formation of a Clinician–Patient Relationship

The use of the Platform, completion of intake forms, or submission of general inquiries does not create a clinician–patient relationship. A formal relationship is established only when a licensed healthcare professional accepts a patient for consultation or treatment under applicable law and Kare Kapital Group's policies.

7. Session Recording & Monitoring

Kare Kapital Group Ltd. may record telemedicine sessions (including video, audio, or chat) to support quality assurance, training, and legal protection. By participating in a telemedicine session, you consent to the recording of your session for the following lawful purposes:

1. **Clinical Quality Assurance** – to review and improve clinical care.
2. **Training and Supervision** – to develop and evaluate practitioner performance.
3. **Legal, Compliance, and Risk Management** – to document interactions for accountability and dispute resolution.

All recordings are considered **Protected Health Information (PHI)** and are handled in accordance with the **Jamaica Data Protection Act (2020)** and the **U.S. HIPAA Privacy and Security Rules**.

Access is restricted to authorized personnel only. Recordings will not be shared externally or used for marketing without explicit written consent. Patients may opt out of recording by notifying Kare Kapital Group in advance of the session; in such cases, alternate documentation methods will be used.

8. Confidentiality & Data Security

Kare Kapital Group Ltd. employs administrative, technical, and physical safeguards to protect patient data. However, electronic communications are not entirely risk-free, and absolute security cannot be guaranteed. By using the Platform, you acknowledge and accept these risks.

Please refer to our [Privacy Policy](#) for a complete explanation of how we collect, use, store, and protect your information.

9. Accuracy of Content

We strive to keep all information on the Platform accurate and up to date.

Nevertheless, Kare Kapital Group Ltd. makes no representations or warranties regarding completeness, accuracy, or timeliness of information, as medical knowledge and standards evolve continuously.



10. Third-Party Content & Links

The Platform may include links to external websites, third-party services, or resources for convenience. Kare Kapital Group Ltd. does not control or endorse third-party content and is not responsible for the accuracy, security, or privacy practices of those entities.

Use of external links or tools is at your own discretion and risk.

11. Geographic & Licensing Restrictions

Our services and clinicians are subject to licensing restrictions and may not be available in all locations. Patients must ensure that they are located within an approved jurisdiction for telemedicine services at the time of consultation.

Services provided outside of approved jurisdictions may be refused or discontinued.

12. Independent Provider Status

Healthcare professionals providing care via the Platform are independent practitioners, not employees or agents of Kare Kapital Group Ltd., unless explicitly stated otherwise in writing.

Kare Kapital Group provides administrative, scheduling, and technology support; clinical judgment and treatment decisions remain solely the responsibility of the treating professional.

13. No Warranties; Limitation of Liability

The Platform and its Services are provided **“as is”** and **“as available”** without any express or implied warranties.

To the fullest extent permitted by law, Kare Kapital Group Ltd., its owners, shareholders, directors, officers, employees, contractors, affiliates, and agents disclaim all warranties, including implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

We are not liable for any direct, indirect, incidental, consequential, or punitive damages resulting from:

- Use or inability to use the Platform;
- Technical failures, delays, or communication errors;
- Misdiagnosis or incomplete information due to technological limitations;
- Cancellations or unavailability of in-home services; or
- Unauthorized access or data breaches beyond our reasonable control.

Some jurisdictions do not permit certain limitations of liability; in such cases, liability is limited to the **maximum extent permitted by law**.

14. Indemnification

You agree to indemnify, defend, and hold harmless Kare Kapital Group Ltd., its affiliates, directors, employees, shareholders, agents, and contractors from any losses, liabilities, or damages (including reasonable legal fees) arising from your violation of this Disclaimer, misuse of the Platform, or breach of applicable laws.

15. Children & Capacity

The Platform is not intended for use by minors or individuals without legal capacity. Such persons may only use the Platform with the supervision and explicit consent of a parent or legal guardian.

16. Governing Law & Dispute Resolution

This Disclaimer and all related policies are governed by the laws of **Jamaica**.

To the extent applicable, operations and services delivered to or from the United States will also comply with relevant **Florida and federal telehealth and privacy laws**.



Any dispute shall first be submitted to mediation in Jamaica before proceeding to court, unless otherwise required by law.

17. Acceptance, Consent & Updates

By using the Platform, including the website, mobile app, or any digital services, you confirm that you have read and understood this Disclaimer and agree to comply with it and all other applicable Kare Kapital Group policies.

Kare Kapital Group Ltd. may update or revise this Disclaimer periodically. The most current version posted on the website and platform shall prevail.

18. Contact Information

Kare Kapital Group Ltd.

(formerly KaciKare Medical Services Ltd.)

8 Ennevor Close, Kingston 10, Jamaica

Email: privacy@karekapitalgroup.com

All inquiries, complaints, or data-related concerns should be directed to this address and email.

