



[Terms and Conditions - File download](#)

Terms & Conditions ("T&Cs")

Expert Medical Second Opinion ("EMSO") from V&C Intl. d.o.o. (Pty Ltd) ("Company") is provided as a service through which a patient, his/her relative or personal doctor may seek for advice on diagnosis and treatment of any medical condition. We recommend that you carefully read the following terms and conditions. To access "EMSO" service, you must agree to abide by our Legal Disclaimer and the "EMSO" terms and conditions ("T&Cs") described below. These "T&Cs" are subject to change at the discretion of V&C Intl. d.o.o.. It is your duty to review the "T&Cs" regularly as you will be held to any changes that will be made to the "T&Cs" up to the day you submit a request for an "EMSO".

Stored Information

We may store the following information from your visits on our web site: the IP address from which you access the Internet, the date and time, the Internet address of the web site from which you linked directly to our site, the name of the file or the words you searched and the browser used to access our site. This information is used to measure the number of visitors to the various sections of our site and identify system performance or problem areas. We also use this information to help us improve features of the site and to make the site more useful. All data collected on our web site is protected from unauthorized access. Personal information is encrypted using special technology for such purpose.

Only copies of medical documentation will be received by our service consultant and will be stored electronically and/or as physical copies for reference. We do not accept any original diagnostic or treatment records. All diagnostic materials (CDs, Images, Histological Specimens), where needed, will be returned to the patient after evaluation by medical specialist preparing each second opinion. Any costs attached to transmission of any materials are to the expense of the customer.

Personal information

Any medical materials and records you provide us for purposes of obtaining an EMSO will not be given to any third party except our partners who will provide the second opinion as described in our service document, unless if required to do so by laws under which we are bound.

If you choose to provide us with personal information via phone, email or postal mail/courier, or by filling out a form and submitting it through our web site, we use that information to respond to your request and to help us provide you with information or material that you request. We do not give, share, sell, or transfer any personal information to any third party except our partners providing the second opinion unless required by law within which we are bound.

Site Access and Licenses

The V&C Intl. d.o.o.'s "EMSO" web site access is permitted only for individual and private use by complying with the terms and conditions here-in.

Consultative Service





The service provided through the V&C Intl. d.o.o.'s "EMSO" service is different from any similar service in South Africa or Slovenia. The V&C Intl. d.o.o. service consultant does not diagnose, prescribe or influence treatment strategy of any disease in any patient seeking "EMSO". Our "EMSO" service is not a "clinical service", as such our consultant does not diagnose or prescribe any treatment for any disease, additionally our "EMSO" is ideally a remote service, we do not get into physical contact with any patient for purposes of diagnosis or treatment of her/his medical condition; only in exceptional situations can a patient bring her/his documents or materials to our consultant; the primary mode of transmission of such materials, however, is via postal services (courier, ground or air mail), email or our online link. "EMSO" is not an internet based consultation service; we only transmit documents to a dedicated "second opinions network". Issue of a "second opinion" from V&C Intl. d.o.o. will be bound by our "T&Cs" and those of our "second opinions network". Only diagnostic materials (records, imagery), treatment records, and where required, biological specimens will be transmitted to our second opinions network, therefore, the medical specialist abroad may not be aware of your personal facts or information that would influence her or his opinion of your diagnosis. The fact that the second opinion is based only on medical facts and materials submitted, this service is not a substitute for doctor's visits; the second opinions given may be limited by lack of visual diagnosis of the patient. By deciding to engage this service, you acknowledge and agree that you are aware of these limitations and agree to assume the risk of these limitations.

Your request and signing of completed forms for "EMSO" will be considered an indication that you accept the following limitations (to be read together with advantages of EMSO!):

The diagnosis you will receive is limited and provisional;

The "EMSO" is not intended to replace a full medical evaluation or a face-to-face visit with a doctor;

The V&C Intl. d.o.o. service consultant or the medical specialist to review your medical condition does not have important information that is usually obtained through a physical examination; and,

The absence of a physical examination may affect the ability of V&C Intl. d.o.o.'s partner medical specialist to diagnose your condition, disease or injury.

Each "EMSO" is bound by "T&Cs" of V&C Intl. d.o.o. and those of our partners, therefore by accepting "T&Cs" of V&C Intl. d.o.o., you automatically accept "T&Cs" of our partners. "T&Cs" of our partners will be made available to each requesting patient before entering into agreement.

Payment

V&C Intl. d.o.o. accepts payment in the form of bank transfers, credit card payment (MasterCard, Visa and American Express), cash, check, money order, or insurance reimbursement - depending on whichever payment method is possible at any given time. Once submitted, V&C Intl. d.o.o. retains the right to utilise your credit card to make a payment for any services rendered as part of the full "EMSO" service. You agree to allow us to charge your credit card for services as they are rendered. In case your credit card expires or we cannot bill your credit card, we will send you a notice,



and your request for "EMSO" service will not be fulfilled until full payment has been received and/or verified. Upon receipt, please provide us with a valid credit card we can charge for the amount due.

Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Slovenia or Republic of South Africa, depending on the office of V&C d.o.o that was consulted for the initial "EMSO" request. Any dispute shall be brought to the courts of Republic of Slovenia or those of the Republic of South Africa, depending on the office of V&C d.o.o that was consulted for the initial "EMSO" request .

PERSONAL DETAILS

Patient:

Name and Surname: _____

Date of Birth: _____

Address: _____

Telephone: _____

Applicant:

Name and Surname: _____

Address: _____

Telephone: _____

E-mail: _____

Notes:

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Declaration

I hereby and thereby undertake that I have carefully read the T&Cs above and that I agree with all conditions.

I understand contents of this document and I have willfully requested for 'service' from V&C Intl. d.o.o.. With this document I fully agree with, and I will abide by, its contents.

Date: _____

Name and Surname: _____

Signature: _____

Irrevocable proof of exemption or discharge of liability

I, the undersigned, (name) _____

born on, _____

residing at, _____

irrevocably declare, agree and undertake to confirm:

1. On _____ I asked V&C Intl. d.o.o. (hereinafter referred to as the Company) for a second medical opinion or any related services from the company and/or the company's partners (hospitals, health or medical individual, or another company) forming part of this agreement and taking part in formulation of the requested medical service/s. I certify that I have requested for the health services willfully, without coercion or influence from V&C Intl. d.o.o. or their partners. I understand all the risks that are spelt out above and will take responsibility of any damages, costs and/or consequences of the risks.

2. I am aware and I totally agree with the fact that V&C Intl. d.o.o. is not and will not be associated with and/or involved in and/or otherwise deal with health services, and also V&C Intl. d.o.o. does not have, are not and will not bear any responsibility and/or liabilities and/or obligations and/or commitments in any way and/or in any manner and/or in any form in connection with health care services, including in relation to me and/or any other person and/or corporation and/or operators of any kind in South Africa and/or abroad, which operates within the health services either by committing the acts or failure to act, either directly or indirectly, either specifically or in general, neither intentionally or unintentionally.

3. The current request was solely my own initiative, with independent thinking, assessment and careful consideration and/or after a thorough, serious, in-depth consultation with medical, legal and physical entities, which I fully consider to be operating with acceptable and appropriate professionalism.

4. I understand that the medical service is provided, *inter alia*, on the basis of my signing this document and that I am completely free to cancel the request from the company and will bear all costs incurred up to the time of cancellation.



V&C Intl. d.o.o.

15 Avignon, Belvedere Street, Durbanville, Cape Town, South Africa

Witness

In witness whereof, I have signed this manuscript document

Date: _____

Signature: _____