

# Terms and conditions of use

## Doctor Cigna

It is important that all users (hereinafter, the "user(s)", "patient(s)" or "you") read these terms and conditions of use (hereinafter, the "terms and conditions") carefully before enrolling in and accessing the Doctor Cigna service (hereinafter, the "service") offered by Cigna Life Insurance Company of Europe, S.A./N.V., Sucursal en España (hereinafter, "Cigna Healthcare", or "we").

### Definitions

The following definitions will apply to these terms and conditions of use:

- › **Cigna Healthcare/We:** Cigna Life Insurance Company of Europe, S.A./N.V., Sucursal en España.
- › **Complementary clinical tests:** test performed in a healthcare or hospital setting using technological and professional equipment.
- › **Compounding:** preparation of a custom pharmaceutical product according to the prescriber's specifications to meet the unique requirements of a patient which are not covered by mass-produced drugs.
- › **Data protection policy:** document explaining how Cigna processes the personal data of users of the Doctor Cigna service. Users must read and accept the data protection policy before using the service.
- › **Drug:** for the purposes of the Doctor Cigna service, "drug" means any preparation or pharmaceutical product used to prevent, diagnose, and/or treat a disease or condition, or to modify a physiological system for the benefit of the patient. If deemed convenient, Doctor Cigna may prescribe the drugs described below.
- › **Illness:** health problem for which the insured member seeks assistance from a health professional.
- › **Medical history:** confidential document that must be prepared by a practitioner. It contains a chronological record of the health issues of a patient, as well as the medical actions and other procedures executed by the physicians in charge of delivering care.
- › **Medical report:** document in which a physician in charge of delivering care details the medical aspects related to the disorders suffered by a patient, as well as the diagnostic methods and therapies used and any resulting functional limitations. A medical report is generated every time a patient requests the services of Doctor Cigna, and a copy of it is duly filed as part of the patient's medical history.
- › **Password:** alphanumeric code that a user must create in order to access his or her service account.
- › **Physician/Doctor Cigna:** a professional designated by Cigna charged with managing the services offered through the platform or other means. Cigna designates professionals who fulfill the specific requirements of specific positions. For cases where a healthcare background is needed, the designated professional will have a degree in Medicine or Nursing, in addition to experience delivering care. Doctor Cigna will be responsible for the medical provision of the service.
- › **Portal:** website through which users are able to access the service.
- › **Prescription:** document associated with the care delivered detailing the drugs or active principles needed to treat a disease or illness.  
**Pharmacies reserve the right to accept or refuse to fill a prescription.**
- › **Prescription of drugs:** rational and methodical process, the aim of which is to choose the best possible drug for a patient on the basis of the patient's medical background and the clinical symptoms that he or she has at the time of consultation.
- › **Prescription of medical tests:** rational and methodical process, the aim of which is to produce a document, whereby a Physician, on the basis of a patient's medical background and the clinical symptoms that he or she has at the time of consultation, requests that complementary clinical/medical tests be performed, which are necessary for the Physician to make an informed diagnosis.
- › **Psychologist:** practitioner who has a degree in psychology and is legally qualified and licensed to exercise the profession. Psychologists study the mental processes and behaviors of human beings, individually or as members of groups or societies, and apply that knowledge to promote the individual, social, educational, or professional development of a person.
- › **Service:** all functionalities offered by Doctor Cigna to users.
- › **User(s)/patient(s)/you:** natural person who is the principal beneficiary of the Doctor Cigna service.
- › **Video visit:** act whereby a user and Doctor Cigna share information, opinions, or advice through remote channels, videoconference, or synchronous chat.

There are two types of visits based on the type of service provided: Las video-consultas no suplen una consulta presencial o exploraciones físicas ni es un servicio de urgencias médicas.

**1. Medical visits:** provision of clinical and health guidance on health issues raised by the user. It is the first approach to making a diagnosis. It may entail any of the following: interpreting and requesting complementary tests, prescribing treatment, if applicable, or referring a user to a specialist on the basis of the user's illness. Medical visits are available for the following specializations: primary care, nursing.

**2. Non-medical visits:** provision of guidance on issues covered by the service, which by their very nature do not require the intervention of a healthcare professional.

**Video visits are no substitute for in-person consultations or physical examinations, nor are they a medical emergency service.**

## Article 1. Acceptance of the general terms and conditions

In your capacity as insured member, you fully accept, without reservation, the terms and conditions that may be in force at the time you access the service. You also agree to use the service in accordance with these terms and conditions, the law, and any other rules that may be of application.

Access to the service will be provided once you have registered in the Private Cigna Area (the Portal) and accepted these terms and conditions, agreeing to abide by them.

## Article 2. Our services

Below is a description of the services offered on the Doctor Cigna platform. Services may be adjusted, redefined, or expanded for suitability purposes. New services may also be added.

Services are not available for minors. Services are solely intended for employees of client organizations of Cigna that have purchased the service. Services are provided in accordance with the hours of operation of participating professionals at the times designated for consultation by the organization.

Cigna has implemented a series of organizational measures to ensure that the processing of health, IT, and manual data enables Cigna professionals to keep their duty of secrecy, while guaranteeing the right to privacy and confidentiality of patients.

### 2.1 Telemedicine consultations

Telemedicine consultations are the main service offered by Doctor Cigna. This service enables users to receive care remotely.

A Physician who detects a life-threatening situation during a consultation will ask the user concerned to go directly to the emergency care service that is closest to the user's home and/or place of work.

The amount of time required for each video visit will be at the professional discretion of the Physician in charge of delivering care on a case-by-case basis, taking account of the individual needs of the patient and the Physician's obligation to provide efficient care.

The reasons for consultation will be those typical of any primary care consultation. Referral to a specialist or emergency care service will be determined by the Physician on the basis of the illness.

**Under no circumstances will Physicians issue medical certificates, official or not, to patients.**

**Under no circumstances will the service be considered as replacing or complementing an emergency care service.**

#### 2.1.1 Medical history and medical report

A Physician delivering care to a user through a video visit will carry out the normal primary care procedures and processes, within the limitations attached to delivering care remotely. Physicians will prepare a medical history for every patient they serve.

If the practitioner deems so convenient, a medical report will be prepared after each consultation on Doctor Cigna, and a copy of it will be duly filed as part of the patient's medical history. Data confidentiality will be guaranteed at all times.

#### 2.1.2. Prescriptions

Prescribing drugs involves a logical and deductive process through which the prescribing Physician listens to a description of symptoms provided by a patient, then performs a series of clinical exams (during consultation) to look out for specific signs, and finally makes a diagnosis and decides on a therapy, which, if applicable, is translated into a prescription directing the patient to take a specific medication, if any.

Prescriptions provide patients with the best therapy alternative based on the following:

1. definition of a health issue;
2. specification of therapeutic goals;
3. design of a suitable therapeutic scheme;
4. indication of treatment (issuance of prescription);
5. provision of information, directions, and warnings;
6. follow-up of treatment.

Any care previously received by the patient at different levels of the healthcare system and any previous assessments of and interventions on the patient by other professionals should be known by and shared with the Physician for the purposes of achieving the expected outcome.

**That is why, in every case, patients are required to provide Physicians/Doctor Cigna with all appropriate, relevant, and necessary information about them before a prescription is issued and a drug is dispensed and administered, including any allergies to medications. Neither the Physician nor CIGNA will be held liable for any preventable adverse events resulting from a failure by the patient to disclose such information. Medical prescriptions will be issued by the Physician and meet all legal requirements of application. Prescriptions will be issued through the digital platform. However, neither the Physician nor Cigna Healthcare can guarantee that pharmacies will accept such prescriptions. If a pharmacy declines a digital prescription, the patient may ask the Physician to send him or her the (printed) original by postal mail, so that it can be shown at the pharmacy and the prescription can be dispensed.**

Lastly, in the context of an appropriate therapeutic scheme, the prescription of a drug will not always be necessary, as other alternatives may be more suitable, such as hygienic and/or diet guidance, exercise and/or changing poor habits.

Doctor Cigna may prescribe the drugs associated with its specializations, as necessary, subject to certain limitations.

The following drugs **will NOT be prescribed through the service** (this is a non-exhaustive list subject to the judgment of the prescribing Physician):

- Antipsychotics and anxiolytics (e.g. benzodiazepines).
- Narcotics (under a special prescription of the same name) (e.g. morphinians or derivatives (morphine, tramadol...)).
- Central nervous system stimulants (e.g. methylphenidate, ADHD treatments...).
- Anabolic agents for systemic use.
- Cardiac rehabilitation: cardiac glycosides, antiarrhythmic drugs, classes I and II, cardiac stimulants, excluding cardiac glycosides, vasodilators used in heart diseases and other preparations.
- Antiepileptic medications.
- Parkinson's disease medications.
- Psycholeptics.
- Psychoanaleptics.
- Any type of medication, treatment, or product, the prescription of which through the Public Healthcare System requires the stamp of the corresponding Health Inspection Agency.
- Medications used in hospital settings (e.g. methotrexate, chemotherapy, immunosuppressants, immunomodulators, hormone therapy, fertility treatments...).
- No prescriptions will be issued under duress and/or coercion or at the request of the patient (i.e. if a patient asks to be dispensed certain medications or treatments beyond his or her actual needs or excluded under these terms and conditions). No prescriptions will be issued that are not necessary from a medical point of view.
- Compounding.
- Blank prescriptions.
- Drugs not resulting from a medical consultation (i.e. no prescriptions will be issued as a favor or out of kindness). Prescriptions will not be refilled, unless the original prescription was given through this service.
- Novel drugs, with the following exceptions:
  - a) if there is new clinical evidence supporting a favorable benefit/risk assessment vs other alternatives available for the same indication;
  - b) medication that is as efficient and safe as other alternatives, but may be more convenient for certain patients due to ease of administration, dosage, interactions, contraindications, etc.;

c) drugs that have a therapeutic benefit and an acceptable safety level in situations where previously available treatments are inappropriate, insufficient, or non-existent; and

d) the patient is duly informed and an appropriate followup strategy is planned.

- Alternative medicine products.

- The Physician/Doctor Cigna may refuse to prescribe a drug that he or she may consider to be unsuitable for the patient.

Physicians may prescribe any type of drug based on their professional judgment with the exceptions above. Physicians may also prescribe any tests that they may consider convenient in order to make an informed diagnosis.

### 2.1.3. Prescription of complementary tests

Physicians may prescribe the following complementary tests:

- Simple x-rays.

- Conventional lab work (excluding genetic testing).

- Ultrasounds: abdomen and soft parts.

- Other complementary tests at their professional discretion on the basis of the patient's condition.

Any and all documentation resulting from a consultation, such as drug or test prescriptions, may be shared securely with the user at the end of the visit.

## 2.2. Additional services, other than telemedicine

The service will be adapted to meet the needs of users by including the following additional services, without limitation:

### 2.2.1. Guidance

- Cigna's own healthcare professionals network: personalized care provided by a physician assigned to an organization to meet the needs of a corporate client and its employees.

- Guidance on products purchased: provision of guidance and answers to questions about benefits and how to manage any products purchased.

- Specialized advice regarding hospitals and medical centers and providers: highly qualified medical guidance to walk users through the medical services that will best meet their health needs.

### 2.2.2. Clinical follow-up

Coordinated Physician-patient plans for managing certain conditions. Users may choose to participate in specific plans based on personalized follow-up and exchanges, in which recommendations are provided to improve health outcomes.

Includes clinical follow-up of acute and/or chronic illnesses.

#### LIMITATIONS:

**Participation in clinical follow-up programs is determined by the Doctor Cigna service. A user may be included in or excluded from the program at the professional discretion of a Physician. Users may accept or decline participation in follow-up programs.**

**Inclusion in a clinical follow-up program does not mean that the user's clinical process will no longer be managed.**

**Under no circumstances will Cigna Healthcare make any recommendations regarding the medical directions received by the user from his or her own doctor or any professional providing a second medical opinion (if such benefit is covered under the Plan), the patient having full autonomy to make his or her own decisions at all times.**

### 2.2.3. Health coaching

Program aimed at improving and promoting a healthy lifestyle and changing habits to enhance a user's physical and emotional health.

#### LIMITATIONS:

**Participation in the coaching program is determined by the Doctor Cigna service. A user may continue his or her participation in or be included in or excluded from the program at the professional discretion of a Physician.**

### 2.2.4. Psychology

Counseling provided by specialist partners duly vetted by Cigna. This service is provided by professionals of Teladoc, S.L. acting in their capacity as data controllers. However, Cigna may access a member's data, having previously secured his or her consent, in order to make sure a comprehensive and integral advice service is provided in the event of a telemedicine consultation.

Service aimed at evaluating, guiding, and treating members who need mental health intervention, equipping them with the resources they need to ensure their emotional, social, and personal well-being when faced with minor to moderately serious problems requiring

short-term counseling. Doctor Cigna will work closely with Teladoc, S.L. practitioners to offer comprehensive solutions to members covering both their physical and their mental health.

The practitioner in charge of delivering care, in collaboration with the medical team of Doctor Cigna, with the prior consent of the member, will determine the kind of follow-up to be given and the number of sessions needed on the basis of how symptoms evolve and the individual needs of the patient. The length of each video visit will also be determined by the practitioner in charge of delivering care, at his or her professional discretion.

The total number of sessions required will be at the professional discretion of the practitioner in charge of delivering care on a case-by-case basis, taking account of the individual needs of the patient and the practitioner's obligation to provide efficient care.

#### LIMITATIONS:

**The following is excluded from the service: psychoanalysis, hypnosis, one-on-one or group psychotherapy, psychological tests, narcolepsy and/or similar interventions, educational therapy, special education for patients with mental disorders.**

Clinical reasons for exclusion:

- Long-term interventions.
- Personality disorders.
- Cognitive disability.
- Serious mental disorder.
- Eating disorders.
- Couples/family therapy (since intervention with other people is required).
- Substance addiction/co-occurring disorders.
- Gender violence/domestic violence on children.
- Self-harm/serious autolytic ideation.
- Psychometric tests/expert reports.
- Conditions for which, in the opinion of the practitioner in charge, a telemedicine approach is not advisable.
- If a member refuses to receive care through remote channels or does not cooperate.

### 2.3. Common considerations applicable to all services

If, for any reason, a Physician is unable to provide services to a user, Cigna will make its best efforts to find a replacement, unless an unexpected event occurs. The insured member will then be contacted and offered a new appointment as soon as possible.

**Doctor Cigna is NOT an emergency service.**

Cigna Healthcare considers that continuous improvement is an ethical imperative. Therefore, Cigna may ask users to complete customer satisfaction surveys regarding the service in order to identify and correct errors (if any) and make any improvements necessary that will have a positive impact on patient satisfaction.

**Neither the Physician in charge nor Cigna Healthcare will assume any responsibility for consequences arising from care provided through this telemedicine service, if a patient DOES NOT:**

- > **Keep an appointment and/or inform the Physician in advance that he or she will be unable to keep a scheduled visit, as stated below.**
- > **Take the professional advice received seriously or follow the plan recommended by the Cigna Healthcare Physician (as applicable).**
- > **Ask questions about specific problems and/or for clarification if he or she fails to understand his or her illness, treatment, or program.**
- > **Accept the results or consequences of refusing treatment or a program and/or follow the recommendations and/or directions provided by the Physician.**
- > **Fully disclose his medical history or provide information about any medications he or she is taking or other aspects related to his or her health.**
- > **Inform the Physician about any changes to his or her health.**

### 2.4. Limitations

- > Please note that this service is not to be used for the purposes of officially certifying the start date, end date, evolution or progress of any non-work-related or work-related illness or injury. Users who are on sick leave must process official certifications with their mutual society and their primary care provider.

- > Please also note that this service is not intended to be used for the prevention of occupational safety and health hazards, nor is it associated with the activity or activities carried out by Occupational Medicine Specialists.
- > Furthermore, Cigna Healthcare reserves the right to limit access to this service if it finds the service is being used irresponsibly.

## Article 3. Access to the service

Users may access the service in two different ways:

1. Through the mobile application known as "Doctor Cigna" (hereinafter, the "App"). If you have an Android® device, you can download the App free from the Play Store. If you have an Apple® device, you can download the App free from the App Store.
2. Through the private area on Cigna's private Portal (hereinafter, the "Portal").

The user experience and the characteristics of the service are the same in all channels from which the service can be accessed, with the necessary adaptations required by each channel.

### 3.1. Cancellation or suspension of the service

Cigna Healthcare may cancel and/or suspend, with immediate effect, without prior notice, the right of the user to use and/or access the service, without this resulting in any kind of liability vis-à-vis the user, in the following situations:

1. If the contract entered into by and between Cigna Healthcare and the Policyholder (client organization) covering this service is terminated, with or without a cause;
2. If the user fails to comply with these terms and conditions;
3. If Cigna Healthcare needs to provide maintenance to the Portal or the App. This will be a temporary situation, and access will be restored on completion of all maintenance tasks;
4. If the Policyholder (client organization) requests termination of the service in writing. In such case, the Policyholder (client organization) will inform its employees about the suspension of the service, Cigna Healthcare being held harmless in every case of any type of liability, be it direct or indirect, that may arise in such event; or
5. If Cigna Healthcare is unable to provide the service for causes of force majeure ("force majeure" meaning any circumstances that cannot be anticipated or prevented and fully hinder delivery of the service) and/or any circumstances beyond Cigna's control, as Cigna Healthcare depends on third parties for service support.

## Article 4. Registration, collection of information

Users registering for the service will be required to supply certain information. Such information will be collected and used in accordance with the provisions of the Data Protection Notice (<https://www.cignasalud.es/en/privacy-policy-and-data-protection-doctor-cigna>), which is an integral part of these terms and conditions and must be expressly accepted by the user.

To be able to use this service, users must furnish complete, true, and accurate information at the time of registration on the portal or App, and at any other time they may be requested to provide information.

## Article 5. Password

Users will be asked to create a user account and provide their email address upon registration. This will help Cigna identify the user and process any transactions requested by the user in connection with the consultations service. Users will also be required to create a password. Users will be responsible for ensuring password security and for using their passwords appropriately. Passwords are personal and non-transferable. Users must keep their passwords safe and confidential. Users must not disclose their passwords to anybody and assume responsibility for any and all actions carried out from their accounts.

It is, therefore, the responsibility of users to:

1. immediately report any unauthorized use of their email address and/or password and/or any breach of security as soon as they become aware of the situation by sending an email to the administrator of the service: [administrador.drcigna@cigna.com](mailto:administrador.drcigna@cigna.com);
2. immediately take all such steps as may be necessary to change their password in such event, following the recommendations in the portal; and
3. follow the steps supplied by the Administrator of the service in order to remedy the situation..

## Article 6. Change and/or cancellation of Telemedicine appointments

Users may change the day and/or time of a scheduled appointment.

Users may at all times cancel or change a previously confirmed appointment.

## Article 7. Notifications

There are several types of notifications:

1. Push notifications: messages sent directly to your mobile devices. They can be accessed from the notifications manager on your device.
2. In-app notifications: messages from the application that pop-up on the screen when the application is being executed.
3. Email: messages sent to the email address you provided on the Cigna Portal.
4. SMS: text messages sent to the telephone number you provided on the Cigna Portal through the "Short Messaging Service".

All consultations/services can generate notifications. Users may enable/disable notifications from their profile on the Doctor Cigna platform.

## Article 8. External links

Cigna Healthcare does not control or provide any kind of explicit or implicit guarantees regarding any links to other sites found on the App or the Portal or the contents of those sites. Cigna does not assume any responsibility for any such links or contents. It is the user's sole responsibility to decide whether or not it is advisable to use such links or contents.

Cigna Healthcare does not review or control the contents or accuracy of any linked sites. Therefore, Cigna Healthcare does not assume any responsibility for the contents or accuracy of such sites. Accessing sites not related to Cigna Healthcare is at the user's own discretion and risk.

By the very nature of the internet, Cigna Healthcare does not guarantee that access to the service will be without interruptions or errors. Cigna Healthcare does not guarantee the usefulness of or outcome expected from materials found on the App or the Portal.

## Article 9. Use of cookies

The App and the Portal use cookies for security reasons. Cigna Healthcare also uses Google Analytics to keep a record of visits. This analytic tool helps us to learn about activity on our App and our Portal and improve user experience. Users may read the Data Protection Notice (<https://www.cignasalud.es/en/privacy-policy-and-data-protection-doctor-cigna>) for more information about how we use cookies and other tools.

## Article 10. Viruses, use of files

Cigna Healthcare does not guarantee that navigation through the App or the Portal or that the files that you may download from the App or the Portal will be free from viruses or other code or element that may contaminate or destruct your computer equipment, such as worms, trojans, and other harmful or malicious components.

Cigna Healthcare does not offer any guarantees whatsoever, either explicit or implicit, regarding navigation or files downloaded from the App or the Portal.

Under no circumstances does Cigna Healthcare assume any liability towards users or third parties in connection with any decisions taken or any actions carried out by Users or other persons on the basis of the results obtained from browsing or using files downloaded from the App or the Portal. Files may be downloaded and printed solely for personal use. It is expressly prohibited to print out and reproduce through any electronic means, or to send through any means, any documents or charts, in their entirety or in part, for any reason, except for the personal use of the user, unless the prior consent in writing of both the user and Cigna Healthcare has been obtained.

## Article 11. Intellectual property

All texts, software, music, sounds, photographs, charts, videos, designs, and any other materials contained in the Portal, including copyright, rights on databases, registered trade marks, service marks, patents, and similar related rights are the property of Cigna Healthcare or third-party licensors.

By using the App or the Portal the user is not being authorized to use in any way, or given a license on, the intellectual property rights of Cigna or any other similar rights of Cigna Healthcare or other parties in connection with the App or the Portal.

Except as expressly stated in these terms and conditions, users are not entitled to use Cigna's intellectual property rights, the software used by Cigna for operations, including this service, or any data generated by Cigna Healthcare or other users. Users agree that they only have a revocable and limited right to use the intellectual property related to the page and the service subject to these terms and conditions of use.

Except as permitted by Cigna Healthcare in writing, Users may not amend, adapt, copy, store, publish, rent out, grant licenses, grant licenses to third parties, sell, hire, lend or distribute in any manner the intellectual property rights hereunder or carry out or omit to carry out any other actions that may damage or otherwise harm the intellectual property rights hereunder.

No part of the App or the Portal may be distributed or copied for commercial purposes or for personal use. No contents or part of the App or the Portal may be decompiled, reverse-engineered, reproduced, transmitted, or stored in other webpages or other electronic data



retrieval systems.

Any breach of the foregoing will entitle Cigna Healthcare to take all such actions as may be necessary to restore the intellectual property rights that may have been affected.

## Article I2. Limitation of responsibility, payment of damage

By accessing the service, users agree to hold Cigna Healthcare harmless in every case and circumstance of damages of any nature deriving from the use of the service or any information, goods or services obtained as part of the service, including direct and indirect damages (including if Cigna Healthcare had been advised by the user of the possibility of such damages arising).

Cigna Healthcare assumes no responsibility in relation to any claims, loss, or damage of any nature resulting from:

1. the use of the service by users;
2. the inability of users to use the service, provided that such inability is not directly attributable to Cigna Healthcare;
3. the use made by users of the information included in or downloaded from the Portal or that Cigna Healthcare may supply to users; and any unauthorized access to the information of users.

## Article I3. Minors

Some content of this service is not directed to minors. The user who allows his or her minor child or a minor under his or her legal custody to access and use the service agrees to be solely responsible for:

1. the conduct of said minor while using the site,
2. the supervision of said minor's access to the service and the use he or she makes of it, and
3. the consequences arising from said use.

## Article I4. Amendments, governing law

Cigna Healthcare reserves the right to make amendments to the service, these terms and conditions, and the data protection notice. We advise you to regularly check for any updates and amendments to the service, these terms and conditions, and the data protection notice. By accessing and/or regularly using the service, you agree to these terms and conditions and the data protection notice, including any amendments thereto. Use of the service will be governed by and construed in accordance with these terms and conditions, the data protection Notice, and the spanish regulations that may be of application.

All of the foregoing will be construed in accordance with the laws of Spain. Any controversies that may arise will be submitted to the exclusive jurisdiction of the courts of Spain, more particularly, the Courts and Tribunals of the capital city of Madrid.

## Article I5. Legal notice

Cigna Life Insurance Company of Europe, S.A./N.V. Sucursal en España is a branch of Cigna Life Insurance Company of Europe, S.A./N.V., a company having its registered office address at Plantin en Moretuslei 309, 2140 Antwerp, Belgium, which is under the oversight of the National Bank of Belgium, including in relation to matters concerning liquidation.

License – provisional reference: 57/078308.9/18

**These terms and conditions were last updated on November II, 2024.**