

Terms & Conditions

About us

iCheck Medical App ("we", "us", or "our"), operated by E-TIBB MMC, registered in the Republic of Azerbaijan, company number 1008280301, is a mobile software application ("Application", "App") that can be downloaded and installed on your mobile phone or tablet computer (together, "Device").

About the App

Our services are provided through the Application, which is an online telehealth platform that allows medical experts ("Practitioners") to communicate with you ("Patient" or "Patients") to provide remote medical assessments and consultations to you online, based on the health history that you report to the Practitioners ("the Services").

We are not a medical service provider, nor a healthcare facility, and we do not provide health activities, and the medical assessments and consultations that you receive, are provided by the Practitioners who act as independent medical experts and are not affiliated with iCheck Medical App or the Company behind iCheck Medical App in any way.

By using the App, you agree to the rules set out in these Terms & Conditions, and our Privacy Policy. You will be asked to accept these terms as part of the App registration and when you use our services. You may not use any of our services, in case you do not agree to be bound by these Terms.

How do doctor consultations work?

You send a description of your problem, along with pictures, test results and any other relevant files, and you get a response from a Practitioner (uploaded through the App). The response contains information about your condition, together with treatment advice.

If during a consultation, the doctor decides that you need a certain medicine, he or she can write you a prescription for that medicine. If you already have not done so when registering, you will be asked to provide your full name and age. Depending on your local regulations, this information is necessary for preparing a valid prescription.

We hope these services will be of value to you. Please use them responsibly.

What is needed from you

You can use the App in compliance with the following rules:

1. Any information you provide to a Provider, or upload to the App, is accurate.
2. In case you have any concerns about the services you receive from the Practitioners through the App or any information in the App, you should seek further medical advice from your personal doctor or another medical professional.
3. You agree not to use iCheck Medical App as a substitute for a primary care doctor or in-person doctor visits.
4. You comply with all instructions that Practitioners give you.
5. You observe any instructions about the use of any medication and/or healthcare products recommended or prescribed by a Practitioner.
6. You let the Practitioner know about any adverse or unexpected effects of treatments they have recommended

Informed consent before provision of medical help

By accepting the Terms and Conditions, you declare that you have been informed about and agree with the following:

1. You understand that the services, offered by the specialists, may be classified as medical and are provided remotely and without immediate contact or physical assessment.. You understand that diagnosis is provided remotely with the respective consequences and risks. The specialists will do their best to provide quality, timely and complete diagnostics, while you are informed and accept that with remote diagnostics there exists a risk of incorrect diagnosis of your condition. You are also informed that the services, provided by the specialists, do not replace personal consultations with a general practitioner or a specialist.
2. You declare that you have elected to consult with the respective specialists via iCheck Medical App after you have been informed about all circumstances presented in these Terms and Conditions, and being aware that there are other alternatives associated with your illness (visiting a general practitioner, visiting an outpatient care specialist, hospital care).
3. You understand and agree that the specialists provide quality diagnostics and treatment of your health issue, but no guarantees of recovery.
4. You understand that you are responsible to track your condition and to seek medical assistance in case complications arise, and to turn to the respective specialists if necessary.
5. You agree that in the course of the consultation you may receive additional information about your diagnosis, treatment, the methods used for diagnostics and treatment, their alternatives, the risks (if any), expected results, as the consultation will be considered accepted by you, unless you expressly object.
6. You agree to use the Application following our Privacy Policy and the present Terms and Conditions only personally and to receive medical assessments and consultations for you or your child for which you have custody rights or you are his/her legal guardian.

How we use your personal information

We only use the private information you have provided to us in compliance with our Privacy Policy. For further details, refer to our Privacy Policy.

How we use your credit card information

We do not store any credit or debit card information. This information is maintained and payments are processed by a third party payment provider, in compliance with the payment card industry security standard. For further details, refer to our Privacy Policy..

Pricing, payments, refunds

1. The pricing for the services that you receive from the Practitioners through the App, is available in the App.
2. The prices may be altered at any time, without prior notice. Price changes will not affect any services that you have already ordered.
3. You have the responsibility and obligation to pay the price for the Practitioners' services, which you receive through the App.
4. You can pay with a valid debit or credit card (Mastercard, or Visa), along with PulPal
5. Once you submit your consultation request to us (once you click Send in the App), we preauthorize the respective amount on your credit or debit card. Note that preauthorization is not an actual payment - it is a verification that there are enough funds on your card. The actual payment is done once the Provider has reviewed your case and replied.
6. By providing your credit card details and associated payment information on the App, you agree that you can be charged for all fees and charges due and payable for the services of the Practitioners through the App, and that no further notice or consent on your end is needed.

Important limitations and restrictions on the use of the App

1. The services of the Practitioners which you receive through the App, are not intended for handling medical emergencies. If you are experiencing a medical emergency, you should call your regional emergency number or go to the nearest emergency room.
2. To use the App, you'll need to provide some data (see our Privacy Policy).
3. These terms, the use of the App and the services of the Practitioners are governed by Azerbaijani law. We make no representation that all products, content or services described on or available through the App, are appropriate for use in locations outside the Republic of Azerbaijan. If you wish to use the App in another country, you may, but you acknowledge that you shall do so at your own risk and responsibility. You hereby agree that in case of disputes related to these terms or the use of the services available through the App, any such disputes shall be brought before the competent court in the Republic of Azerbaijan.
4. Personal information ("Information") that is submitted to the App will be collected, processed, stored, disclosed and disposed of in accordance with applicable Azerbaijani law and our Privacy policy.
5. All Practitioners who provide services via the App are independent professionals solely responsible for the services each delivers to you.

6. iCheck Medical App does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Doctors, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. We don't create any legal relationship, nor doctor-patient relationship between you and iCheck Medical App or the Company behind iCheck Medical App.
7. iCheck Medical App shall not be liable for any professional advice you get from a Practitioner via the app.
8. iCheck Medical App is not a medical device. While the App may allow patients to communicate with health care Practitioners, and although some of the information within the iCheck Medical App may relate to assessment of medical or health conditions or circumstances, the App is not designed, nor may you use it as, a device to detect, diagnose or treat any medical or health condition or to establish the existence or absence of any medical or health condition.
9. In case you breach any of these terms when using the App, we may revoke your access to the app or deactivate your account.

Warranty disclaimer

You expressly agree that you accept responsibility for yourself in the use of the App and your use of the App is at your sole risk. Both the App and services are provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to any warranties of merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, value, accuracy of data and system integration.

By using the App, you expressly agree that iCheck Medical App does not provide medical advice, diagnosis, or treatment, and is a platform and infrastructure for connecting patients with independent third-party Providers (Practitioners), including doctors and other professionals. By using the App, you agree to not hold iCheck Medical App liable in any way for any malpractice or substandard treatment the Practitioners may render. You expressly and specifically acknowledge and you are aware that iCheck Medical App does not substitute emergency treatment and that you are not in a condition that needs urgent medical care.

You expressly and specifically acknowledge that your health condition may worsen or deteriorate and that you remain solely responsible for monitoring your health condition and in case of need to look for and demand medical assistance.

You expressly agree that the Providers using the App are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all medical services, advice, instructions, treatment decisions, and other professional health care services, and that all diagnoses, treatments, procedures, and other professional health care services will be provided solely by or under the supervision of the Providers, in their sole discretion, as they consider appropriate.

Limitation of liability

You expressly agree that to the extent permitted under applicable law, in no event will iCheck Medical App or its officers, employees, directors, parents, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses arising out of or related to your use of the App or the services, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of iCheck Medical App's liability will be the minimum permitted under such applicable law.

Indemnification

You expressly agree to indemnify, defend and hold harmless iCheck Medical App , its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal and accounting fees ("Claims"), resulting from, or alleged to result from, your violation of these terms and conditions. In addition, you agree to indemnify, defend and hold harmless your Provider(s) from and against any third party Claims resulting from your lack of adherence with the advice or recommendation(s) of such Provider.

Right to amend

At our sole discretion, we may have the right to modify, add, or delete sections of these Terms, at any particular time going-forward. We will let you know of any such changes upon next login in the platform. Following notice of any such changes, your continued use of the App and/or services will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms, inclusive of such changes.

Please confirm that you are over 18 years of age.