

General Terms of Use for Patients – Morocco

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These General Terms and Conditions are governed by the laws of the Kingdom of Morocco, in particular Framework Law No. 06-22 on the National Health System, promulgated by Dahir No. 1-22-77 dated December 9, 2022, Law No. 08-12 on the National Union of Physicians, promulgated by Dahir No. 1-15-26 dated February 19, 2015, and Law No. 131-13 (Practice of Medicine), Law No. 09-08 (Protection of Personal Data), Law No. 53-05 (Electronic Data Exchange), Law No. 31-08 (Consumer Protection), Law No. 17-97 (Industrial Property Protection) promulgated by Royal Decree No. 1-00-19 dated February 15, 2000, Law No. 2-00 promulgated by Royal Decree No. 1-00-20 dated February 15, 2000, and Law No. 34-05 (amending and supplementing Law No. 2-00) promulgated by Decree No. 1-06-192 dated February 14, 2006, the Code of Professional Conduct for the Medical Profession (Decree No. 2-21-225 dated June 17, 2021), the Law on Obligations and Contracts (DOC), the Penal Code, the General Tax Code (CGI), Decree No. 2-18-378 dated July 25, 2018 (Practice of Medicine at a Distance), Decree No. 2-20-675 dated January 22, 2021 (partial amendment to Decree No. 2-18-378), and all applicable Moroccan legal and regulatory provisions.

1. Acceptance of Terms

By accessing or using the CallDoc telemedicine platform (“the Platform”), you confirm that you have read, understood, and agreed to be bound by the General Terms and Conditions of Use (“the Terms”). If you do not agree to these Terms, you must not use the Platform. These Terms constitute a legal agreement between you (“the Patient”) and CallDoc Morocco (“CallDoc,” “we”).

2. Eligibility Requirements

To use the Platform, you must:

- Be at least 18 years of age. If you are under 18, a parent or legal guardian must register and provide consent on your behalf;
- Be located within the territory of the Kingdom of Morocco at the time of the remote consultation, or be a Moroccan resident using the service from abroad;
- Provide accurate, complete, and up-to-date registration information;
- Not be seeking medical care for an emergency (see Section 5).
- You must have a smartphone and sufficient, stable internet connectivity

3. Nature of the Service

CallDoc connects patients with doctors registered with the National Council of the Order of Physicians of Morocco (CNOM) to conduct remote medical consultations via voice, video, and/or messaging. The platform is exclusively for non-urgent medical care.

CallDoc does not provide:

- Emergency medical services;
- In-hospital care within medical facilities;
- prescriptions for controlled or semi-controlled drugs or medications;
- Guarantees regarding the accuracy of diagnoses or treatment outcomes.

Legal basis: Law No. 131-13 and Decree No. 2-18-378. – Telemedicine consultations must be conducted by physicians registered with the National Medical Council (CNOM) and cannot replace a physical examination when clinically necessary.

4. Physicians registered with the National Medical Council (CNOM)

All doctors on the platform are registered with the National Council of the Moroccan Medical Association (CNOM) and practice telemedicine in compliance with the legal and regulatory obligations in force in Morocco. CallDoc conducts background checks on service providers' qualifications prior to their enrollment and performs periodic reviews. Service providers are subject to the rules of the Moroccan medical profession. CallDoc acts as a technical intermediary and cannot be held liable for medical procedures performed by partner doctors in the course of their professional practice.

5. Medical Emergencies

The platform is not intended for medical emergencies. If you or someone close to you is in immediate danger, stop using the platform immediately and do the following:

Call the ambulance/medical emergency service: 141 / National Police: 19 / Royal Gendarmerie: 177

- Go to the emergency department at the nearest hospital.

Emergency symptoms include, but are not limited to: no pulse or uncontrollable bleeding, chest pain, severe difficulty breathing, loss of consciousness, stroke symptoms, severe abdominal pain, or convulsions. CallDoc assumes no liability for the consequences of using the platform in emergency situations.

6. Patient Responsibilities

You agree to the following:

- Provide your treating physician with accurate and complete information regarding your medical history, symptoms, and other relevant details;
- Accurately specify your actual geographic location upon registration and during the consultation;
- Adhere to the treatment plan, guidelines, and follow-up instructions provided by your doctor;
- Not to record, film, or share the content of your telemedicine consultation without the prior written consent of CallDoc and your doctor;
- Keep your account login credentials secure and confidential;
- Notify CallDoc immediately of any unauthorized access to your account.

7. Personal Data and Privacy

CallDoc processes your personal and health data in full compliance with Law No. 09-08 on the protection of personal data, under the supervision of the National Commission for Data Protection (CNDP). By using the platform, you consent to the collection, processing, and storage of your data for the purpose of providing remote consultation services.

Your rights under Law No. 09-08 include the following:

- The right to access your personal data;
- The right to correct inaccurate data;
- The right to object to processing;
- The right to erasure, subject to legal obligations regarding the retention of medical records.

To exercise your rights, please contact: privacy@calldoc.ma

Medical records are retained for a minimum of 10 years in accordance with Moroccan obligations regarding the retention of medical records. Data will not be shared with third parties without your explicit consent, except in cases of Moroccan legal obligations or court orders.

8. Recording of Consultations

Remote consultation sessions may be recorded by CallDoc for quality assurance, clinical documentation, and patient safety purposes, with the patient's prior consent. These recordings are securely stored and processed in accordance with Law No. 09-08.

Patients are strictly prohibited from recording, copying, or transmitting all or part of a remote consultation session. Unauthorized recording constitutes a

criminal offense under the Moroccan Penal Code (Article 447-1 et seq.), Law No. 53-05, and Law No. 09-08.

9. Prescriptions and Medications

Prescriptions issued via the platform are subject to Moroccan pharmaceutical regulations and the professional obligations of the prescribing physician under the Code of Medical Conduct. Under no circumstances will CallDoc physicians prescribe narcotics, controlled substances, or quasi-controlled substances via the platform.

Before issuing any prescription, the physician may, if necessary, consult the data of the Moroccan Agency for Medicines and Health Products (AMMPS).

10. Fees and Payment

Consultation fees are displayed on the platform prior to any booking. By confirming the consultation, you agree to pay the applicable fees.

- You must verify that the costs are covered by your insurance provider (the National Social Security Fund, the National Health Insurance Fund, or a private health insurance plan) prior to the consultation;
- You must have a smartphone and a sufficient, stable internet connection during the service;
- CallDoc is not responsible for reimbursement decisions made by your insurance provider;
- Fees are non-refundable once the consultation has begun, except in the event of a documented technical malfunction attributable to CallDoc;
- CallDoc reserves the right to refuse to provide non-urgent services in the event of an unpaid balance or an overdue account.

11. Limitation of Liability

CallDoc acts as a technical intermediary between patients and doctors. To the maximum extent permitted by Moroccan law, CallDoc shall not be liable for:

- for any indirect, incidental, or consequential damages resulting from your use of the platform;
- Technical interruptions, data transmission errors, or system failures beyond CallDoc's reasonable control;
- The accuracy or completeness of medical information provided by the patient;
- Consequences resulting from the patient's refusal to consult a doctor in an emergency or to follow the prescribed treatment.

No provision of these Terms shall limit CallDoc's liability in cases of gross negligence, fraud, or any liability that cannot be excluded under Moroccan law.

12. Intellectual Property

All content on the Platform, including text, graphics, logos, software, and medical content, is the property of CallDoc or its licensors and is protected by Moroccan intellectual property law, in particular Law No. 17-97 on the Protection of Industrial Property issued by Dahir No. 1-00-19 dated February 15, 2000, Law No. 2-00 issued by Dahir No. 1-00-20 dated February 15, 2000, and Law No. 34-05 (amending and supplementing Law No. 2-00) promulgated by Dahir No. 1-06-192 dated February 14, 2006.

You may not copy, distribute, or modify any content without CallDoc's prior written consent.

13. Amendments

CallDoc reserves the right to update these Terms at any time. Amendments will be posted on the Platform with their updated effective date. Your continued use of the Platform following such amendments constitutes acceptance of the amended Terms. If you do not agree to the amended Terms, you must stop using the Platform.

14. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the Kingdom of Morocco. Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the competent courts in Casablanca, Morocco, unless mandatory Moroccan law provides otherwise.

Consumer rights are preserved under the Moroccan Consumer Protection Law (Law No. 31-08) and cannot be waived by contract.

15. Contact and Complaints

For any questions, inquiries, or complaints regarding these Terms or the Platform:

- Email: support@calldoc.ma
- Data Protection Officer: privacy@calldoc.ma
- CNDP (Data Protection Authority): www.cndp.ma
- National Council of the Moroccan Medical Association (CNOM): www.cnom.ma

16. Acknowledgment and Signature

By using the CallDoc platform, you confirm that you have read, understood, and agreed to these General Terms and Conditions in their entirety, and that you have been informed of and understand all legal and regulatory provisions governing your contractual relationship with CallDoc.

Full Name: _____

National ID Number / Passport Number:

Patient's Signature:

Date: _____

Name and Surname of Guardian (if the patient is a minor):

Relationship: _____

Date of Birth: _____

ID Number / Passport Number:

Guardian's Signature:

Date: _____