

## Terms of Use, Privacy Policy, and HIPAA Authorization and Release

Last revised: April 2, 2020

You (“You” and “Member” and Subscriber” collectively) are receiving this service through DoctorWellington, LLC who has contracted with Rural Urgent Care, LLC for various services.

These Terms of Use are entered into by and between you and DoctorWellington, LLC (“Company,” “we,” “us,” or “our”). The following terms and conditions, together with any terms and conditions or documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern: your access to and use of Company’s services and your access to and use of [www.doctorwellington.com](http://www.doctorwellington.com); <https://patient.mainstreetfamilycare.com>; [www.mainstreetfamilycare.com](http://www.mainstreetfamilycare.com), including any content, functionality, and services offered on or through such website, including, without limitation, any patient portal, telemedicine service, or online interfaces and properties (e.g., websites and mobile applications) (collectively, the “Site”), whether as a guest or a registered member (“Member”). The terms “you” and “your” means you, your dependent(s), if any, your successors and heirs, and any other person accessing your Company Account or services on your behalf.

By checking the box, clicking “accept,” you agree to be bound by these Terms of Use and Privacy Policy and the HIPAA Authorization and Release provided below. These Terms of Use and Privacy Policy are also applicable and binding on anyone that accesses or uses the Site(s).

These Terms of Use expressly incorporate by reference, and as given below:

- our Privacy Policy (our “Privacy Policy”), given below, governs all information you provide when subscribing to our services or otherwise, including, without limitation, through the use of any interactive feature on the Site; and
- any additional terms and conditions on the Site or that might apply to specific portions, services or features of the Site.
- HIPAA Authorization and Release as given below
- Consent to treatment by Telemedicine
- Rural Urgent Care, LLC Privacy Policy
  - <https://www.mainstreetfamilycare.com/privacy-policy/>
  - <https://www.mainstreetfamilycare.com/wp-content/uploads/2017/08/Notice-of-Privacy-Practices.pdf>
- Rural Urgent Care, LLC Billing Policy, when applicable

Insurance: You are agreeing to purchase Services from the Company outside of any health insurance program you have. You agree the Services you are purchasing from us are collectively not offered by your health insurance (if you have any). However, as a convenience and at your request, our Service Providers may file a claim with your health insurance for elements provided that maybe allowed. In the event a claim is allowed, the Service Provider will follow the Service Provider’s Billing Policies for health insurance, and we may waive some, or all, of the Company charges for our Services. Allowed for the purposes of this section means that some of the services rendered by the Service Provider and as billed by the Service Provider were allowed (it is possible in such a case to have the charges allowed, but the Insurance expects the patient to pay the full or part of the allowed charges). Further, the Company and Service Provider reserve the final determination as to what constitutes allowed, and what proportion of the Company charges for the Company’s Services maybe waived, and you agree to be bound by our determination and act

accordingly. In the event that a Service by a Service Provider maybe allowed, but the health insurance entry requires more documentation or a different process, or does not accept the documentation made available as sufficient for the Service as billed by the Service Provider, or for any other reason does not allow the claim as presented and performed by the Service Provider, you agree such a case can be considered not allowed at the Company's discretion.

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE SITE OR USE THE COMPANY'S SERVICES.** Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the Site and Company's services. By clicking "accept," you acknowledge that you have read, understand, and accept all terms and conditions contained within these Terms of Use, including our Privacy Policy and HIPAA Authorization and Release, and any other terms, documents or agreements expressly incorporated herein by reference. If you do not agree to be bound by any of these terms, you are not authorized to access or use the Site or Company's services; promptly exit the Site and terminate your usage of Company's services and membership.

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY.** The Site and Company's services are not for medical emergencies. You should not disregard or delay to seek medical advice based on anything that appears or does not appear on the Site. If you believe you have an emergency, call 9-1-1 immediately.

**COMPANY DOES NOT PROVIDE MEDICAL OR HEALTHCARE SERVICES.** Company does not itself: (1) provide the services typically provided by a doctor, physician or other healthcare service provider ("Healthcare Professionals"); (2) practice medicine or any other licensed profession; or (3) assist or interfere with the practice of medicine or any other licensed profession by Healthcare Professions, but, rather, Company facilitates your communication with and access to certain Healthcare Professionals, each of which is responsible for his or her services, compliance with applicable laws, rules and regulations, and compliance with the requirements applicable to his or her profession and license. Neither Company nor any third party who promotes Company's services or provides you with a link to Company's services shall be liable for any medical, healthcare or professional advice you obtain from a Medical Provider (as defined below) via Company's services.

Company and its affiliates contract with certain Healthcare Professionals to provide the clinical and medical services facilitated by Company's services (each a "Medical Provider" and collectively "Medical Providers"). All Medical Providers are independent from Company and provide clinical and medical services to you via Company's platform.

Therefore, any information or advice received from a Service Provider comes from them alone, and not from Company. Neither Company, nor any of its subsidiaries or affiliates or any third party who may promote Company or provide a link to the Site, shall be liable for any professional advice obtained from a Medical Provider via the Site or Company's services. Company does not endorse any specific tests, physicians, medications, products or procedures that are recommended by Medical Providers that may use Company to communicate with you. You acknowledge that your reliance on any information provided by a Medical Provider via the Site or Company's services is solely at your own risk and you assume full responsibility for all risk associated therewith. As Company does not provide, or control the provision of, any tests, medications, products or procedures, Company hereby disclaims any and all liability associated with or related to third-party services or products to the extent permitted by applicable law.

Company does not make any representations or warranties about the qualifications, training or skill of any Medical Provider who provide services via Company. The medical advice provided through Company's services is based on your personal health data as provided by you and the local standards of care for your presenting symptoms based on your use of Company's service. The Site Contents (as defined below) (other than a direct response to you from a Medical Provider) should not be considered medical advice. You should always talk to your health care professionals for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for you. None of the information on the Site represents or warrants that any particular drug or treatment is safe, appropriate, or effective for you.

You should seek emergency help or follow up care when recommended by a Medical Provider or when otherwise needed. You should continue to consult with your primary provider and other Healthcare Professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

Company does not provide any physicians' or other providers' services itself. It contracts with other entities that hire licensed medical professionals. All of the licensed medical professionals ("Provider(s)") are independent of the Company and use the Service / Site as a way to communicate with you. Any information or advice received from a Provider comes from the individual medical Provider you interact with and not from the Company.

At no time will you receive Services consisting of medical care, medical services, treatment, or medical advice from the Company and you warrant and agree that you will not allow yourself or your dependents to receive Services consisting of medical care, medical services, treatment, or medical advice directly from the Company, only from the Providers directly. You agree to indemnify, defend and hold harmless the Company, its officers and employees, from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with your breach of this provision. Further, you agree to indemnify, defend and hold harmless the Company, its officers and employees, from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the care and/or services you receive from the Providers.

The Company does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither the Company nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice you obtain from a healthcare professional via your use of the Services. The Company does not endorse any specific tests, physicians, medications, products or procedures that are recommended by Providers that may use the Company's services to communicate with you. You acknowledge that your reliance on any healthcare professional or information provided by the Providers via the Service is solely at your own risk, and you assume full responsibility for all risk associated herewith. The Company does not make any representations or warranties about the training or skill of any Provider who provides services via the Platform.

A key takeaway for you is that you only get medical care, advice, services, and treatment from the Provider at the time of service. You have no medical relationship with the Company or any other person or entity other than a given Provider at the time of your (or your dependent's) interaction with that Provider.

PLEASE NOTE THAT ADDITIONAL DISCLOSURES, DISCLAIMERS, RISKS AND POLICIES ASSOCIATED WITH COMPANY'S SERVICES ARE OUTLINED BELOW AND PLEASE REVIEW THEM AS THESE ARE IMPORTANT AND BINDING ON YOU.

### **1. Privacy Practices**

You agree that all information provided by you in connection with Company's services and the Site, including any interactive feature available via the Site, is subject to and governed by our Privacy Policy and the HIPAA Authorization and Release. By using Company's services and the Site, you consent and agree to all actions taken by Company with respect to your information in compliance with our Privacy Policy and HIPAA Authorization and Release.

### **2. Availability of the Site and Company's Services**

Company operates subject to state and federal regulations, and the Site or Company's services may not be available in your State. You represent that you are not a person barred from enrolling for and/or receiving Company's services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Site and/or Company's services are limited exclusively to users located in States within the United States where Company's services are available. Company's services are not available to users located outside the United States or the State of Alabama. Accessing the Site or Company's services from jurisdictions where content is illegal, or where we do not offer services, is prohibited.

### **3. Eligibility; Site Access, Security and Restrictions; Passwords**

*By agreeing to this agreement and/or by accessing or using the Site, you represent and warrant that you are older than 18 years old, are located in the State of Alabama at the time of use or service and are authorized and capable of entering into a binding contract with Company.* You are responsible for both: (a) making all arrangements necessary for you to have access to the Site; and (b) ensuring that all persons who access the Site through your internet connection or account are aware of these Terms of Use and comply with them. To access the Site or some of the resources, features and/or services it offers, you may be asked to provide certain registration details or other information.

You agree to fully, accurately, and truthfully create your Company Account ("Account"), including but not limited to your name, mailing address, phone number, email address, and password, which become your Company ID and credentials. The Company ID and/or credentials are personal to you, and you are solely responsible for maintaining the confidentiality of your Company ID and/or credentials, and for all activities that occur under such Company ID and/or credentials. You agree to prohibit anyone else from using your Company ID and/or credentials and agree to immediately notify Company of any actual or suspected unauthorized access to or use of your Company ID and/or credentials or other security concerns of which you become aware. Your access to the Site may be revoked by Company at any time with or without cause.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable laws, rules or regulations.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site.

#### **4. Electronic Communications**

When you use the Site or Company's services, or send e-mails, texts, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us (and our Service and Medical Providers and affiliates) electronically. You agree that (a) all agreements and consents, can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Company may contact you by telephone, mail, or email to verify your account information. Company may request further information from you and you agree to provide such further information to ensure that you have not fraudulently created your Account. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Site and Company's services until you provide the information to us as requested.

#### **5. Consent to Receive Calls and Text Messages**

By providing your mobile number, you are agreeing to be contacted by or on behalf of Company at the mobile number you have provided, including calls and text messages, to receive informational or Company's service related (e.g., progress tracking, refill reminders, checkup reminders, etc.) and marketing communications relating to the Site and Company's services. Message and data rates may apply. In order to use Company's services and/or be a Member, you must consent to these communications, and, if you do not consent, you cannot be a Member or use Company's services.

#### **6. Ownership of The Site And Related Materials; Additional Restrictions**

The Site and its entire contents, features and functionality (including, without limitation, all information, files, software, text, displays, images, video, audio and any materials accessed through or made available for use or download through the Site and the design, selection and arrangement thereof (the "Site Contents")) are owned by Company, its licensors or its suppliers, as applicable, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

All rights not expressly granted to you in these Terms of Use are reserved and retained by Company or its licensors, suppliers, publishers, rights holders, or other content providers. Neither the Site, Company's services, nor any part of the Site or Company's services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company without express written consent. You may not use any meta tags or any other "hidden text" utilizing Company's name or trademarks without the express written consent of Company. The Site Contents may not be copied, distributed,

modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by Company; provided, that you may print or download a reasonable number of pages of your personal information and records from your Account for your own personal use. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content or other Site Content without our express written consent.

You agree that, to the extent allowed by law, Company shall own and control any information you provide to us and that Company may sell, transfer or otherwise utilize the information in any way consistent with our Privacy Policy.

## **7. No Users Under 18 Years Old**

The Site and Membership are only for users of the age of 18. If you are under the age of 18, please do not attempt to register with the Site or provide any personal information about yourself to us. If you provide information to the Site or via Company's services about an individual under the age of 18 (e.g., your dependent(s)), you represent and warrant that you have the right, authority, custody and/or consent of such individual to provide such information to Company. Furthermore, by providing information to the Site or via Company's services about an individual under the age of 18, you hereby agree to indemnify, defend and hold harmless Company for any claim, damages, costs, expense, fines or other damages arising or related to your breach of the foregoing representation and warranty. If you believe we have improperly collected personal information from someone under the age of 18, please send us a message in the Site's patient portal.

## **8. Accuracy of Information; Functionality**

Although Company attempts to ensure the integrity and accurateness of the Site and the Site Contents, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site or the Site Contents. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Company so that it can be corrected. Additionally, Company shall have no responsibility or liability for information or content posted to the Site from any third party not affiliated with Company.

Company reserves the complete and sole discretion with respect to the operation of the Site and Company's services. We may withdraw, suspend, or discontinue any functionality or feature of the Site or Company's services among other things. We are not responsible for transmission errors, corruption, or compromise of information carried over local or interchange telecommunications carrier. Unless required by law, we are not responsible for maintaining information arising from use of the Site or with respect to Company's services. Unless prohibited by law, we reserve the right to maintain, delete, or destroy all communications or information posted or uploaded to the Site or Company's services in accordance with our internal record retention and/or destruction policies.

## **9. Links to Other Sites**

Company makes no representations whatsoever about any other website that you may access through the Site. When you access a non-Company site, please understand that it is independent from Company, and that Company has no control over the content on that website. In addition, a link to a non-Company website does not mean that Company endorses or accepts any responsibility for the content, or the use, of the linked website or any products or services offered via such website. It is up to you to take precautions to ensure

that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party websites linked to the Site, you do this entirely at your own risk.

## **10. User Information**

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or the Site (“User Information”), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to Company that you have the legal right and authorization to provide all User Information to Company for use as set forth herein and required by Company.

You agree not to (i) access the Site or use Company’s services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively “Information”) which is (1) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site or Company’s services, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity (including, without limitation, any person that is not a spouse or dependent or any spouse and/or dependent for which you do not have the right, authority, custody and/or consent to represent); (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or Company’s services; (v) use robots or scripts with the Site; (vi) attempt to reverse engine, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by the Site; (vii) to have any antivirus or antispyware software running that is set to override the internet browser’s cookies setting; (viii) incorrectly identify the sender of any message transmitted to Company. You may not alter the attribution or origin of electronic mail, messages, or posting; (ix) harvest or collect PHI about any other individual who uses the Site or Company’s services; (x) infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

You agree to defend, indemnify and hold harmless Company, its affiliates (including its parent, subsidiaries or other related entities) and each of their respective shareholders, members, managers, officers, directors, employees or agents from and against all third-party claims, damages, costs, fines, expenses or other liabilities (including reasonable attorneys’ fees) against or incurred by us arising out of or related to any User Information you upload to or transmit via the Site.

## **11. Claims of Copyright Infringement**

We disclaim any responsibility or liability for copyrighted materials posted on the Site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please contact us at the address below or call us at 256-854-9989.

## **12. CAN-SPAM Act and Telephone Consumer Protection Act Compliance**

Company is committed to being compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM ACT”) and the Telephone Consumer Protection Act (“TCPA”). You consent to receive text messages from us as set forth in Section 5, above (“Consent to Receive Calls and Text Messages”). Emails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM ACT and the TCPA. In the event you receive an email or text message from us which you do not believe is fully compliant with the CAN-SPAM ACT or the TCPA, please contact us immediately at the address listed below under the section “How to Contact Us.”

You shall not use or permit any of your employees, agents, or affiliates to market, promote, or solicit Company products or services in ways that would violate the CAN-SPAM ACT, the TCPA or any other laws. You shall not infringe on the rights of others; distribute chain letters or unsolicited bulk electronic mail (“spamming”); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; or infringe copyrights, trademarks, or other intellectual property rights.

## **13. Disclaimer of Warranties**

COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE OR COMPANY’S SERVICES WILL BE CORRECTED. THE SITE, THE SITE CONTENTS, COMPANY’S SERVICES, AND THIRD PARTY CONTENT AND SOFTWARE ACCESSIBLE VIA THE SITE, ARE PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED VIA THE SITE OR COMPANY’S SERVICES.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE SITE CONTENTS, COMPANY’S SERVICES, THIRD PARTY SOFTWARE AVAILABLE VIA THE SITE, AND LINKED WEBSITES. COMPANY DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

## **14. Limitation of Liability Regarding Use of the Site**

EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:

COMPANY, ITS LICENSORS, ITS AFFILIATES, AND ANY THIRD PARTIES MENTIONED ON THE SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, UNAUTHORIZED ACCESS OR DISCLOSURE OF YOUR INFORMATION, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE,



COMPANY'S SERVICES, THE SITE CONTENTS, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, COMPANY'S SERVICES, THE SITE CONTENTS AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF COMPANY AND ITS LICENSORS TO YOU WITH RESPECT TO YOUR USE OF THE SITE, MEMBERSHIP, AND SERVICE IS THE GREATER OF: (A) THE MEMBERSHIP FEES PAID TO COMPANY FOR COMPANY'S SERVICES IN THE SIX (6) MONTHS PRIOR TO THE APPLICABLE CLAIM; OR (B) \$100 (ONE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

## **15. Indemnification**

You agree to defend, indemnify, and hold harmless Company, its licensors, their respective affiliates and each of their respective officers, shareholders, members, managers, officers, directors, employees and/or agents from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, or expenses of any kind whatsoever (including attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site or Company's services or any of the Site Contents; (ii) your breach of these Terms of Use or our Privacy Policy; (iii) any information you provide to Company, or any Medical Provider or customer service agent via Company's services (including, without limitation, your right to and right to share or disclose such information); and/or (iv) any negligent (including gross negligence) or wrongful act or omission (including any intentional act, fraud, willful misconduct or violation of applicable laws, rules or regulations) by you in your use or misuse of the Site, Company's services or any of the Site Contents, including without limitation, infringement, violation or misappropriation of third party intellectual property, proprietary and/or privacy rights.

You agree that the only medical relationship that shall exist through Company's service arises when you directly interact with a Medical Provider and such relationship is only with that Medical Provider, for the care rendered at that time, and does not start an ongoing medical relationship with that Medical Provider, the Medical Provider's practice or entity, or Company. You agree to indemnify and hold harmless Company, and its respective parents, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including, without limitation, attorneys' fees and costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) which arise out of, relate to the medical care provided by the Medical Providers. You agree any liability for medical services provided is only between you and the specific Medical Provider (an individual) that renders care.

## **16. Limitations on Third Party Rights**

Unless expressly stated in these Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Company, its licensors and their respective affiliates. Nothing in these Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, Company, its licensors, and their respective affiliates, nor shall any provision give any third parties any right of subrogation or action against you, Company, its licensors and their respective affiliates.

Without limiting the generality of the foregoing, all disclaimers and limitations of liabilities in these Terms of Use are also for the benefit of Company's licensors and intended third-party beneficiaries hereunder.

## **17. Assignment**

You may not assign, transfer, or delegate these Terms of Use (including your Account) or any part thereof without Company's prior written consent. Company may freely transfer, assign, or delegate all or any part of these Terms of Use, and any rights or duties hereunder or thereunder. These Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

## **18. Governing Law and Jurisdiction**

All matters relating to the Site, Company's services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

Subject to Company's right to require arbitration, any legal suit, action, or proceeding arising out of, or related to, these Terms of Use, Company's services or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama, in each case located in the City of Birmingham and County of Jefferson, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country or jurisdiction of residence or any other relevant country or jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **19. Arbitration and Mediation.**

Company and you agree that any claim, controversy or dispute arising out of or relating to these Terms of Use, the Site and/or Company's services or any alleged breach, violation or default of these Terms of Use, the Site and/or Company's services, together with all other claims, controversies or disputes of any nature whatsoever, including but not limited to all claims based in tort, fraud, contract, equity, state law, and/or federal law, shall, upon notice by either party to the other party, be resolved and settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. To the fullest extent permitted by law, each party agrees that it will not seek and hereby expressly waives any and all rights to or for punitive or exemplary damages as to any claim. All claims shall, as a condition precedent to arbitration, first be submitted to a minimum of one half day of nonbinding mediation, unless the parties mutually agree otherwise. If a party initiates arbitration without first complying with this mandatory mediation provision, either party may file a motion in a court of competent jurisdiction to compel mediation, and the Court must order the parties to participate in the mediation. Agreements reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. Any such mediation or arbitration shall be conducted in the English language and take place in Birmingham, Alabama. The parties agree that any dispute subject to arbitration shall not be adjudicated as a class action or a consolidated class arbitration proceeding either in court or under the rules of the American Arbitration Association. The right of any party to pursue a class action for any dispute subject to arbitration shall be waived to the fullest extent permitted by law. The arbitrator's decision and award shall be final, binding on the parties, and non-appealable, and may be entered in any court of

competent jurisdiction to enforce it. Each party shall bear its own costs, attorney fees and expenses incurred, and the parties shall split evenly all American Arbitration Association fees, administrative fees, arbitrator fees, mediation fees, hearing fees, and postponement/cancellation fees incurred through any mediation or arbitration. Notwithstanding the provisions of this Arbitration Provision, in the event a breach, violation or default of these Terms of Use (or any of its terms) is alleged, Company shall have the option to seek injunctive relief in any court of competent jurisdiction barring further breach or violation of these Terms of Use pending arbitration. In the event any provision of this binding arbitration provision is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Arbitration Provision, which shall be and remain in full force and effect, enforceable in accordance with its terms. BY AGREEING TO THESE TERMS OF USE, MEMBER GIVES UP THE RIGHT TO GO TO COURT AND THE RIGHT TO TRIAL BY JURY AND EXPRESSLY ACKNOWLEDGES AND UNDERSTANDS THAT HIS OR HER RIGHTS AND REMEDIES WILL BE DETERMINED BY AN ARBITRATOR AND NOT BY A JUDGE OR JURY. THE PARTIES UNDERSTAND THAT A DETERMINATION BY AN ARBITRATOR IS AS ENFORCEABLE AS ANY ORDER AND IS SUBJECT TO VERY LIMITED REVIEW BY A COURT. YOU AGREE THAT THIS WAIVER IS MADE KNOWINGLY, WILLINGLY, AND VOLUNTARILY.

## **20. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE SITE OR COMPANY'S SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **21. Force Majeure**

We will not be deemed to be in breach of these Terms of Use or liable for any breach of these Terms of Use or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

**22. Revisions; General** Company reserves the right, in its sole discretion, to terminate your access to all or part of Company's service, with or without cause, and with or without notice. Company reserves the right to modify these Terms of Use (and Privacy Policy and HIPAA Authorization and Release) at any time, effective upon posting, and the date these Terms of Use were last modified is provided at the top of these Terms of Use. Any use of the Site or Company's services after such changes will be deemed an acceptance of those changes. You agree to review these Terms of Use each time you access the Site or use Company's services so that you may be aware of any changes to these Terms of Use. In the event that any provision of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use, including our Privacy Policy, the HIPAA Authorization and Release, and any other terms expressly incorporated herein, constitute the entire agreement between Company and you pertaining to the subject matter hereof.

## **23. Section 5. Billing and Financial Responsibility.**

- a. Costs of the Service are outlined on the website.

- b. You authorize us, or our affiliates, and/or Providers, to charge you credit card, debit card, or ACH for any charges incurred hereunder. In the event that your payment method does not work or is rejected, or if we elect to, you agree we may invoice you by sending an invoice to your email or mailing address. In such case, you have 10 days from the date we send to remit payment.
- c. Member understands that Member is personally financially responsible for all charges incurred under this Agreement and agrees to pay any and all such charges to the Company. Member further agrees to pay any collection fees, interest at the maximum lawful rate, court costs and attorney fees incurred in the collection of Member's account. Member authorizes the Company and/or its employees and collection agents, to call Member at any number Member has provided, including Member's place of employment. This authorization includes calls to any cellular phone or other similar devices for any lawful purpose. Member further authorizes the Company to call through manual or automatic means, and Member understands that calls may contain a pre-recorded message. Member understands that any cost related to receiving these calls is Member's responsibility.

## **24. Informed Consent**

Telehealth and the use of Company's services involves the use of electronic communications to enable Medical Providers at different locations to share individual patient medical information for the purpose of improving patient care. Company's services also include remote monitoring, tele-pharmacy, prescription refills, appointment scheduling, regional health information sharing, and non-clinical services, such as education programs, administration, and public health. Medical Provider's may include primary care, internal medicine, and family practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any combination of the following: (1) patient medical records; (2) medical images; (3) live two-way audio and video; (4) interactive audio; and (5) output data from medical devices and sound and video files.

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

## **25. Medical Records.**

Your medical records are kept by the applicable Medical Providers. Company will endeavor to obtain and provide you with medical records when you request, however you agree that the responsibility for creating, maintain, and making acceptable your medical records is with the Medical Provider's utilized by Company. If we are unable to obtain medical records that you request, you agree to obtain them directly from any Medical Provider you have utilized through Company's service.

**26. Advertisements.** Company may display advertisements from third parties on the Site. Such advertisements do not constitute or imply an endorsement, sponsorship, or recommendation by Company of the third party, the third-party advertisement, or the information contained therein. You acknowledge and agree that Company is not responsible for the availability of any product, service, website, or anything displayed in the advertisement, and that Company does not endorse or warrant, and is not responsible or liable for, any such advertisement, its content, or the privacy policy, practices, and acts or omissions of the third party associated with the advertisement.

**27. Personal Information.** Email, text messages, Internet transactions or other electronic communications between you and Company may not be secure. While certain communications are performed through a

Secure Sockets Layer (SSL) connection, not all communications between you and Company are encrypted. Company is not responsible for any interception or disclosure of personal information that may occur as the result of any electronic communications in using Company's services. Please consider these facts before sending Company any personal or confidential information or utilizing Company's services which may result in personal or confidential information being transmitted by Company to you. Company may monitor, record, collect and use for any lawful purpose information generated through your use of the Site. Company's collection and use of such information is described in our Privacy Policy. However, your obligations under these Terms of Use are in no way conditioned on Company's compliance with the terms of our Privacy Policy.

**28. Severability.** If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

**29. Survival.** All provisions of this Agreement that by their nature or express terms survive the expiration or termination of this Agreement, shall survive such expiration or termination.

**30. Entire Agreement.** This Agreement, including any exhibits or schedules annexed hereto and any agreements or documents expressly incorporated herein by reference (including, without limitation, the Terms of Use, Privacy Policy, and HIPPA Authorization), constitutes the entire understanding and agreement between the parties with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement supersedes, in the entirety, any and all previous agreements, whether oral or written, between the parties concerning the subject matter hereof.

**31. Conflicts.** In the event of a conflict between this document and any other applicable document, or a conflict within this document, you agree that the Company will determine the resolution and what elements control. You agree to be fully bound by the Company's determination and interpretation.

**32. User Supplied Material.** If you supply any comments, information or material via the Site, you guarantee to us that you have the legal right to supply such material and that it will not violate any applicable laws, rules or regulations or the rights of any person or entity. You further agree that all information or material you supply to us through the Site, including business information, ideas, concepts, or inventions, shall be deemed and shall remain our property, and you hereby assign to Company all right, title, and interest in and to any such information or material, without any restriction or obligation to you.

### **33. Contact Us**

How to Contact Us:

DoctorWellington, LLC

1500 1<sup>st</sup> Ave North, Unit#37  
Birmingham AL 35203

### **34. Additional Disclosures, Disclaimers, Risks and Policies**

Risks of Telehealth Services

By using Company's services, you acknowledge the potential risks associated with telehealth services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Medical Provider; delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

### Prescription Policy

Company does not endorse any specific medication, pharmacy, or pharmacologic product. If a Medical Provider prescribes a medication, he/she will limit supply based upon state regulations and will only prescribe a medication as determined in his/her own discretion and professional judgment. There is no guarantee a prescription will be written. Medical Providers do not prescribe DEA controlled substances or scheduled medications, or certain other drugs which may be harmful because of their potential for abuse. Medical Providers reserve the right to deny care for actual or potential misuse of Company's services.

You agree that any prescriptions that you acquire from a Medical Provider will be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription. Company fully honor patient freedom of choice and, if you receive a prescription for a medication, you always have the option to instruct your Medical Provider to transmit that prescription to the pharmacy of your choice.

### Informed Consent

Telehealth and the use of Company's services involves the use of electronic communications to enable Medical Providers at different locations to share individual patient medical information for the purpose of improving patient care. Company's services also include remote monitoring, tele-pharmacy, prescription refills, appointment scheduling, regional health information sharing, and non-clinical services, such as education programs, administration, and public health. Medical Provider's may include primary care, internal medicine, and family practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any combination of the following: (1) patient medical records; (2) medical images; (3) live two-way audio and video; (4) interactive audio; and (5) output data from medical devices and sound and video files.

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

#### Expected Benefits:

1. improved access to medical care by enabling you to remain in your local healthcare site (i.e. home) while the provider consults and obtains test results at distant/other sites;
2. more efficient medical evaluation and management; and
3. obtaining expertise of a specialist.

#### Possible Risks:

1. delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies;
2. in rare events, the Medical Provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or a face-to-face meeting with your local primary care doctor;
3. in very rare events, security protocols could fail, causing a breach of privacy of personal medical information; and
4. in rare events, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

Company Policies:

By utilizing Company's services you acknowledge that you understand and agree with the following:

1. You consent to receiving Medical Provider's and Company's services via telehealth technologies.
2. You understand that telehealth may involve electronic communication of your personal medical information to other Medical Providers who may be located in other areas, including out of state.
3. There is a risk of technical failures during the telehealth encounter beyond the control of the Medical Providers and Company. You agree to hold harmless the Medical Providers and Company for delays in evaluation or for information lost due to such technical failures.
4. You have the right to withhold or withdraw your consent to the use of telehealth in the course of your care at any time, without affecting your right to future care or treatment.
5. You may suspend or terminate access to Company's services at any time for any reason or for no reason in accordance with our policies.
6. If you are experiencing a medical emergency, you will be directed to dial 9-1-1 immediately and that the Medical Providers and Company are not able to connect me directly to any local emergency services.
7. Alternatives to telehealth consultation, such as in-person services are available to you, and in choosing to participate in a telehealth consultation, you understand that some parts of Company's services involving physical tests may be conducted by individuals at my location, or at a testing facility, at the direction of the Medical Provider's consulting healthcare provider (e.g. labs or bloodwork).
8. Video images and audio recordings of you may be captured and stored electronically. These recordings may be later viewed and used for purposes of evaluation and training, which may include the Medical Provider's and Company's non-physician personnel and students. You understand and consent to the use of these images and audio recordings for the telehealth consultation and, potentially, evaluation, education and training.
9. You may expect the anticipated benefits from the use of telehealth in your care, but that no results can be guaranteed or assured.
10. Your healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the Medical Providers in order to operate the telehealth technologies.
11. You may not be prescribed any Drug Enforcement Agency controlled substances nor is there any guarantee that you will be given a prescription at all.
12. If you participate in a consultation, you have the right to request a copy of your medical records directly from the Medical Provider, which will be provided to me at reasonable cost of preparation, shipping and delivery.
13. In the event of any problem with the Site or Company's services, your sole remedy is to cease using the Site or terminate access to Company's services. Under no circumstances will Company or any Company subsidiary, Medical Provider, or affiliate be liable in any way for the use of the telehealth services or Company's services, including but not limited to, any errors or omissions in content or

infringement by any content on the Site of any intellectual property rights or other rights of third parties, or for any losses or damages of any kind arising directly or indirectly out of the use of, inability to use, or the results of use of the Site, and any website linked to the Site, or the materials or information contained on any or all such websites.

### **Consent for Treatment**

- (a) Member (“You”) understands and represents that Member may have conditions requiring medical treatment and consents to the delivery of such care by a Provider. Member consents to evaluation and treatment by Provider. Member requests and authorizes Provider to render treatment, and to perform appropriate procedures that Provider deems reasonable and necessary for Member’s diagnosis and treatment. Member understands that care and treatment may be provided by someone assisting Provider. Member acknowledges that there are certain risks involved with receiving medical treatment. Member will inform Provider of any changes in Member’s medical condition or medications, as they may necessitate change in Member’s treatment. Member will stop any procedure or activity and inform Provider of any symptoms of pain, fatigue, shortness of breath, dizziness or nausea that may develop during treatment.
- (b) If Member is unable to provide consent, consent for treatment is given by Member’s duly authorized representative. For purposes of this Agreement, the term “Member” includes any representative(s) of Member authorized to make decisions and sign this Agreement on the Member’s behalf.
- (c) It has been explained to me how the video conferencing, chat, and messaging technology may be used to conduct a visit or interaction with a Provider. You understand such a visit/interaction will not be the same as an in-person visit because I/my child will not be in the same room as the Provider. You understand there are potential risks to this technology and delivery mechanism, including, but not limited to, interruptions, unauthorized access and technical difficulties.
- (d) I understand that either the Provider or I can discontinue my/my child’s telemedicine/telebehavioral health visit if it is felt that the videoconferencing or chat connections are not adequate for the situation. I have had the alternatives to a telemedicine consultation visit/interaction explained to me, and I accept any and all risk that may be associated with receiving care in that way for myself or my child. To the extent permitted by law, I hereby waive my right to pursue any claims against DW, DW Services, and any individual Provider that may arise from my utilization of video, chat, or messaging features of the Service or any aspect of the Platform or software provided by DW. I understand that the responsibility of the Provider concludes upon the termination of the video or chat conference connection. I have read this document carefully, understand the risks and benefits involved in any telemedicine/telebehavioral health visit, had my questions explained to me, and hereby consent to participate under the terms described herein.

Notice of Privacy Practices. Member acknowledges having access to and reviewing each Provider’s Notice of Privacy Practices (made available on-line at each Provider’s company’s website, example [www.mainstreetfamilycare.com](http://www.mainstreetfamilycare.com)) which provides information about how Provider and its agents, may use and disclose Member’s protected health information. Each Notice of Privacy Practices is subject to change from time to time. If you have any questions about any Notice of Privacy Practices, please contact the individual identified in each applicable Notice of Privacy Practices.



## HIPAA AUTHORIZATION

By checking the box, clicking “accept” or otherwise entering into this authorization online, I hereby authorize DoctorWellington, LLC (“DW”) to use and to disclose any information relating to my being a Member or User or Customer of DW, including protected health information (“PHI”), for the purpose of:

- Marketing services and products to me that may be of interest. For example, DW may partner with advertisers whose banner ads would appear while you are completing the enrollment process. DW may also share your information with advertisers.
- Research involving your PHI
- Selling your PHI, for which DW will receive remuneration

The persons or classes of persons and entities authorized to receive my PHI include advertisers, drug manufacturers, data aggregators, researchers, medical device manufacturers, healthcare companies, and marketing companies.

**PLEASE NOTE THAT DW WILL RECEIVE COMPENSATION FROM ADVERTISERS AND OTHERS NOTED ABOVE AS PART OF THIS ARRANGEMENT.**

This authorization is made concurrently with my agreement to the Services Terms of Use, unless revoked as set forth below, will expire at the termination of your relationship with DW (“Expiration Date”).

I understand that I may not revoke this authorization while a user of DW Services or Products. I understand that I must cancel my online account in order to revoke this authorization. I understand that after canceling my account, this authorization shall be revoked, except to the extent we have already taken some action before the revocation, including selling your PHI, in reliance upon the authorization.

I understand that the information disclosed pursuant to this authorization is subject to use and potential redisclosure by the advertisers and other recipients who receive my information, and that once my information is shared with advertisers and other recipients, it may be no longer be protected by HIPAA or other laws regulating the privacy and security of protected health information.

I also understand that I have the right to refuse to agree to this this authorization; however, if I do not agree to this authorization, I cannot use DW’s Products or Services, and I must cancel my account immediately. I understand that this authorization is entirely voluntary.

This authorization is continuing in nature and is to be given full force and effect to allow the use and disclosure any and all of the information described above after the date of this authorization until the Expiration Date.

**YOU ARE ENTITLED TO A COPY OF THIS AUTHORIZATION AFTER YOU COMPLETE IT. IF YOU WOULD LIKE A COPY, PRINT THIS SCREEN AFTER EXECUTION, ASK FOR A COPY, OR CONTACT US IF YOU WOULD LIKE A COPY EMAILED TO YOU BY DW.**

**IMPORTANT: IF YOU ARE COMPLETING THIS AUTHORIZATION ON BEHALF OF AN INDIVIDUAL, YOU AGREE THAT YOU HAVE COMMUNICATED THESE TERMS TO THAT INDIVIDUAL, TO THE EXTENT POSSIBLE, AND THAT YOU ARE AUTHORIZED TO ACCEPT OR DECLINE THIS AUTHORIZATION ON THEIR BEHALF. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DW FOR ANY AND ALL DAMAGES, COSTS, EXPENSES, LIABILITIES, FINES, PENALTIES, JUDGMENTS, COURT COSTS, AND REASONABLE ATTORNEY'S FEES THAT ARISE OUT OF YOUR FAILURE TO COMPLY WITH THE FOREGOING PROVISION.**