

10/29/2018

## Privacy Policy

Medisprout, Inc. (“us” or “we”) is committed to respecting the privacy of users of an interactive application called V2MD™ (the “Application”) and services provided by us through the Application and our website at <https://medisprout.com> (collectively, the “Services”). We (or our subcontractors) host the Application to connect patients or facilities and health care providers with each other for select non-emergency video consultations and treatment for common medical conditions. A patient, facility or health care provider who uses the Application or Services is referred to as “you”. A health care provider selected by a patient or facility through the Application to provide services is referred to as “your Provider”.

This Privacy Policy is intended to inform you about how we protect, collect, use, disclose and store the information collected through the Application. Your use of the Application, our website and the Services is also subject to our Terms of Service, which are available [here](#).

BY DOWNLOADING, ACCESSING, OR USING THE APPLICATION, OUR WEBSITE OR THE SERVICES AND PROVIDING INFORMATION TO US IN CONNECTION WITH THE APPLICATION, OUR WEBSITE OR THE SERVICES, YOU ACCEPT THE TERMS, PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY. IN ADDITION, YOU CONSENT TO OUR COLLECTION, USE AND SHARING OF INFORMATION AS SET FORTH IN THIS PRIVACY POLICY. IF YOU ARE USING THE APPLICATION, OUR WEBSITE OR THE SERVICES ON BEHALF OF AN INDIVIDUAL OR ENTITY

DRAFT 06/06/2018

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We may change this Privacy Policy at any time, and any changes to this Privacy Policy will become effective when we make the revised Privacy Policy available through the Application, our website and the Services. We will update the “Last Revised” date at the bottom of this Privacy Policy if we make any such changes to this Privacy Policy. Your use of the Application and our website or the submission of any information in connection with the Application, our website or the Services following any change means that you accept and agree to be bound by the revised Privacy Policy.

OTHER THAN YOURSELF, YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF.

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## JURISDICTIONAL ISSUES

We intend to provide the Application and our Services in the United States. Accordingly, this Privacy Policy, and our collection, use, and disclosure of your Personal Information (as defined below), is governed by United States law. We do not represent or warrant that the Application, or any functionality or feature of the Application, is appropriate or available for use in any particular jurisdiction. If you choose to access or use the Application, our website or the Services from outside the United States, you do so on your own initiative and at your own risk, and you are solely responsible for complying with all local laws, rules and regulations. By using the Application, our website or the Services and submitting any Personal Information from outside the United States, you acknowledge that the Application, our website and the Services are subject to United States law and you consent to the transfer of your Personal Information to the United States, which may provide a different level of data security than in your country of residence.

## PERSONAL INFORMATION

### Personal Information We May Collect

In order for a you to use the Services, we may require you to provide us with certain information that identifies you as an individual or relates to an identifiable person (“Personal Information”). We and our third-party service providers may collect Personal Information from you that you provide through the Application or our website. That information includes, among other things:

- Your name and your contact data, such as your physical and billing addresses. e-mail address, phone number, and your Application login and password;
- Demographic data, such as your gender, your date of birth and your zip code;
- Insurance information, such as your insurance carrier and insurance plan;
- Payment information, such as your credit or debit card number;
- Confirmation that your Provider provided services to you; and

• Health and medical data, such as the doctors, dentists or other health care providers you visited in the past, the dates and reasons for those visits, your medical history and condition, and other medical and health information you choose to share with us.

If you submit to us or to our service providers any Personal Information relating to other people in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

If you communicate with us by, for example, e-mail or letter, any information provided in such communication may be collected as Personal Information.

In addition to the information that we collect directly from you, we may also collect certain Personal Information about you from or on behalf of your Providers. We use and disclose this information only in accordance with your permission, which you are deemed to provide when you use the Application, our website or the Services. If you do not agree, or if you subsequently withdraw your permission, you may not be able to use the Application or the Services, but you may continue to receive health care services from your Provider outside of the Application.

We may also collect precise information about the location of your mobile device with your consent. Please see below under “How We Collect Non-Personal Information” for additional information about our collection of location information.

#### How We May Use Personal Information

We and our third-party service providers may use Personal Information to:

- schedule and provide services related to the scheduling of appointments for audio, video and other electronic means of communication between you and your Provider (which we refer to as “Telemedicine”);
- respond to your inquiries and requests, such as to establish a Telemedicine conference, and send you communications that you request;
- send to you administrative information, including information regarding the Application, and changes to our terms, conditions and policies;
- communicate with you and your Providers regarding your health status, appointments and related services provided by your Provider;

- obtain or facilitate payments for Telemedicine appointments and related services provided by your Provider and send to you payment receipts;
- provide you with customer service related to the above items;
- confirm that health care services you requested through the Application were provided to you by your Providers and to receive your evaluation of the services provided to you by your Providers;
- personalize your experience on the Application by providing educational materials;
- further our business purposes, such as quality assessment, data analysis, audits, developing new products and services, enhancing the Application, improving our Services, identifying usage trends, developing tools which help you assess the performance, competence and qualifications of health care providers, conducting training programs for health care providers, and determining the effectiveness of our promotional campaigns; and
- act as we believe to be necessary or appropriate (a) under applicable law, (b) to comply with legal process, (c) to respond to requests from public or government authorities, (d) to enforce our Terms of Service and Privacy Policy, (e) to protect our operations or those of any of our affiliates, (f) to protect the rights, privacy, safety or property of ours or our affiliates and, in our discretion (but without liability if we take such actions), you or others, (g) at our discretion (but without liability if we take such actions) under emergency circumstances, to notify emergency services or your family members, personal representatives or other individuals involved in your care of your location and condition, or (h) to allow us to pursue available remedies or limit the damages that we may sustain.

Our use of your Personal Information may also be subject to certain restrictions set forth in an agreement between us and your Provider.

## How Personal Information May Be Disclosed

Your Personal Information may be disclosed to:

- our third-party service providers that provide services such as hosting the Application, data analysis, information technology services and infrastructure, customer service, e-mail delivery, auditing and other similar services;
- health care providers, including your Providers, to schedule and fulfill appointments and provide health care services, and to confirm those services were delivered to you;
- our affiliates that are subject to this Policy;
- third parties, such as your insurance carrier or Provider(s), consistent with your instructions;
- your Provider for other treatment, payment or health care purposes of your Provider;
- third parties in connection with a substantial corporate transaction, such as the sale of a website, a merger, consolidation, asset sale or in the unlikely event of bankruptcy; and
- a third party as we believe to be necessary or appropriate (a) under applicable law, (b) to comply with legal process, (c) to respond to requests from public or government authorities, including public and government authorities outside your country of residence, (d) to enforce our Terms of Service and Privacy Policy, (e) to protect our operations or those of any of our affiliates, (f) to protect the rights, privacy, safety or property of ours or our affiliates and, in our discretion (but without liability if we take such actions), you or others, (g) at our discretion (but without liability if we take such actions) under emergency circumstances, to notify emergency services or your family members, personal representatives or other individuals involved in your care of your location and condition, or (h) to allow us to pursue available remedies or limit the damages that we may sustain.

Our disclosure of your Personal Information may also be subject to certain restrictions set forth in an agreement between us and your Provider.

## NON-PERSONAL INFORMATION

### Non-Personal Information We May Collect

“Non-Personal Information” is any information that does not reveal your specific identity. The types of Non-Personal Information that we collect are described in more detail below under “How We Collect Non-Personal Information.”

### How We Collect Non-Personal Information

We and our third-party service providers may collect Non-Personal Information in a variety of ways, including:

- **Through your device:** Certain information is collected automatically through your device, such as your operating system name and version, device manufacturer and model, device identifier, language, and the name and version of the software application you are using. We use this information to ensure that the Application functions properly and to understand usage of the Application.
- **Through server log files:** Your “IP Address” is a number that is automatically assigned to the device that you are using by your Internet Service Provider. An IP Address is identified and logged automatically in our server log files whenever a user uses the Application, along with the time of the use and the pages visited within the Application. We use IP Addresses for purposes such as helping to calculate Application usage levels, diagnose server problems and administer the Application.
- **Physical Location:** We may collect information about the physical location of your device using your device’s GPS functionality. We may use such information to provide you with personalized location-based services and content (for example, information regarding local health care providers). We may also share your device’s physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns.
- **Using Cookies:** Cookies are pieces of information stored directly on the computer that you are using. Cookies allow us to collect information such as browser type, time spent on the Services, pages visited, language preferences,

and other anonymous traffic data. We and our service providers may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while using the Services and to recognize your computer in order to assist your use of the Services. We also gather statistical information about use of the Services in order to continually improve their design and functionality, understand how they are used and assist us with resolving questions regarding them. Cookies further allow us to select which of our advertisements are most likely to appeal to you and display them while you are on the Services. We may also use cookies or other technologies to track responses to our online advertisements. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. If, however, you do not accept cookies, you may experience some inconvenience in your use of the Services. For example, we may not be able to recognize your computer/device, and you may need to log in every time you visit.

- **From you:** We may collect Non-Personal Information such as your general geographic location, as well as other information, such as your preferred means of communication, when you voluntarily provide such information to us. Unless combined with Personal Information, this information does not personally identify you or any other user of the Application.
- **By de-identifying information:** Aggregated Personal Information is information that is derived from Personal Information that does not personally identify you or any other user of the Application. For example, we may aggregate Personal Information to calculate the percentage of our users who have a particular telephone area code or a particular medical condition.

If we are required to treat Non-Personal Information as Personal Information under applicable law, then we may use it for the purposes for which we use and disclose Personal Information as detailed in this Policy.

#### How We Use Aggregated Personal Information

We may use aggregated Personal Information to improve the quality of the Services and for marketing of the Services (for example, to tell potential advertisers how many users live in the United States). This aggregated information is not associated with any



individual account. We do not use your Personal Information for marketing without first asking for and receiving your opt-in consent.

## How We Use and Disclose Non-Personal Information

Because Non-Personal Information does not personally identify you, we may use and disclose Non-Personal Information for any purpose, except where we are required to do otherwise under applicable law. In some instances, we may combine Non-Personal Information with Personal Information (such as combining your zip code with your name, or with your name together with a medical condition). If we combine any Non-Personal Information with Personal Information, the combined information will be treated by us as Personal Information as long as it is so combined.

## HIPAA

Your Provider may be regulated as a “covered entity” under the Health Insurance Portability and Accountability Act (“HIPAA”). Please be aware that this Privacy Policy is distinct from your Provider’s HIPAA Notice of Privacy Practices, which describes in detail overall how your Provider uses and discloses your individually identifiable health information. If you would like to review a copy of your Provider’s HIPAA Notice of Privacy Practices, please request a copy directly from your Provider.

## SECURITY

We seek to use reasonable physical, technical and administrative measures to protect Personal Information that we access, receive, process, and/or transmit on behalf of any patient, insurer and/or Provider partners. Unfortunately, no data transmission over the Internet or data storage system is completely secure, and therefore we cannot guarantee against all potential security breaches.

If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please immediately notify us of the problem by contacting us in accordance with the "Contacting Us" section below.

## THIRD PARTIES

This Privacy Policy does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including, but not limited to, health

care providers, the manufacturer of your mobile device, and any other third party mobile application or website to which the Application may contain a link. The inclusion of a link on the Services does not imply endorsement of the linked site or service by us or by our affiliates. We encourage you to review the Notice of Privacy Practices of each of your Providers who may or does provide you with health care services and the privacy policies of each website and application you visit and use.

In addition, we are not responsible for the information collection, use, disclosure or security policies or practices of other organizations, such as Facebook, Apple, Google, Microsoft, RIM or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or device manufacturer, including with respect to any Personal Information you disclose to other organizations through or in connection with the Services.

## CHOICES AND ACCESS

### Your Choices Regarding Our Use and Disclosure of Your Personal Information

We give you choices regarding our use and disclosure of your Personal Information for marketing purposes. Specifically, if you have provided your opt-in consent to our use of your Personal Information for marketing, you may opt-out from receiving marketing-related e-mails from us based upon your Personal Information by sending an email to [privacy@Medisprout.com](mailto:privacy@Medisprout.com).

We will try to comply with your requests as soon as reasonably practicable.

Please note that if you opt-out as described above, we will not be able to remove your Personal Information from the databases of our affiliates with which we have already shared such information (i.e., to which we have already provided such information as of the date that we implement your opt-out request). Please also note that if you do opt-out of receiving marketing-related messages from us, we may still send administrative messages to you; you cannot opt-out from receiving administrative messages.

### How You Can Access or Update Your Personal Information

If you would like to review or update your Personal Information that has been previously provided to us, you may do so by logging into your saved information within the Application. We are not responsible for changing information from the databases of third parties with whom we have already shared your Personal Information. You may have

additional rights to access, correct or modify the health information that is held by your Provider. Please consult your Provider's Notice of Privacy Practices for a description of those rights and how to exercise them.

## CONTROLLING YOUR PERSONAL INFORMATION

As a user of the Services, you can modify some of the Personal Information you have included in your profile. Upon your request, we will use commercially reasonable efforts to delete the Personal Information in your profile; however, it may be impossible to remove the Personal Information without some residual information being retained by us, and we may be required by law or our agreement with your Provider to retain certain information. We may also keep your Personal Information for archival purposes. We have no obligation to delete any data or information you provide on a medical history or similar form or on the account of any health care provider to whom your medical history or other Personal Information was submitted through the Services. A user with any questions concerning the modification or deletion of Personal Information may email those questions to [privacy@Medisprout.com](mailto:privacy@Medisprout.com).

## RETENTION PERIOD

We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

## USE OF APPLICATION BY MINORS

The Application is not directed to individuals under the age of 13, and we do not knowingly collect Personal Information from users under the age of 13. If we learn that we have received any information from an individual under the age of 13, we will use that information only to respond directly to that child (or a person whom we reasonably believe to be a parent, legal guardian or personal representative of such child) to inform him or her that he or she cannot use the Services and subsequently we will delete that information from our own servers. However, if you are a parent, legal guardian or personal representative of a minor child, you may, in compliance with this Privacy Policy and the Terms of Service, use the Application, our website and the Services and provide Personal Information on behalf of such minor child. Any information that you provide to us while using the Application, our website and the Services on behalf of your minor child will be treated as Personal Information as otherwise provided in this Privacy Policy.

## YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83 permits users of the Application who are California residents to request certain information regarding our disclosure of personally identifiable information to third parties for their direct marketing purposes. To make such a request, please email us at [privacy@Medisprout.com](mailto:privacy@Medisprout.com).

We do not currently respond to web browser “do not track” signals or other mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which we participate. If we do so in the future, we will describe how we do so in this Privacy Policy. Visit the following website, "<http://www.allaboutdnt.org>," for more information on this developing area.

## CONTACTING US

If you have any questions about this Privacy Policy, please contact us by e-mail at [privacy@Medisprout.com](mailto:privacy@Medisprout.com) or by regular mail at:

Medisprout, Inc.

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Please note that e-mail communications are not always secure. Please do not include health information, credit or debit card information or other sensitive information in your e-mail messages to us.

**Last Revised:** \_\_\_\_\_, 2018

## CONSENT TO CARE

For purposes of the following Consents, (a) “us” or “we” refers to Medisprout, Inc., (b) the “Application” refers to an interactive application called Medisprout which is provided by us and which is designed to connect patients or facilities and health care providers with each other for select non-emergency video consultations and treatment for common medical conditions, (c) the “Services” refers to services provided by us through the Application and our website at <https://Medisprout.com>, (d) a patient, facility or health care provider who uses the Application or Services is referred to as “you”, (e) a health care provider selected by a patient or facility through the Application to provide services is referred to as “your Provider”, and (f) the use of audio, video and other electronic means of communication between you and your Provider is referred to as “Telemedicine” or “Telemedical Care”.

## CONSENT TO TELEMEDICAL CARE BY YOUR PROVIDER

### Introduction

Telemedicine involves the use of audio, video and other electronic communications between you and your Provider. Those communications are used by you and your Provider to communicate and interact with each other and to review your medical information for the purpose of diagnosis, treatment, therapy, follow-up or education. During your Telemedicine consultation, details of your medical history and personal health information may be discussed with you or other health care providers through the use of the same technology. Additionally, a physical examination of you may take place, which may include the use of various tools (such as video, audio, or photographic recordings) for the collection and transmission of information.

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

### Anticipated Benefits

Telemedicine offers access to medical care by enabling a patient to remain in his or her location while the health care provider may provide care from a distant site. By remaining in their respective locations, a patient and his or her provider save time, money and energy and in some situations, it may be safer for the patient not to be

moved. In some cases, it may provide more accurate diagnostic and effective treatment options. Telemedicine also allows a patient to obtain expertise from a distant specialist.

### Possible Risks

As with any medical procedure, there are potential risks associated with the use of telemedicine, including, among others:

- Delays in medical evaluation or treatment could occur because of deficiencies or failures of electronic equipment or transmission;
- Security protocols could fail, causing a breach of privacy of personal medical information;
- Errors could occur in the use of the audio, video or other electronic communications or tools used to measure or evaluate or communicate your condition; and
- A lack of access to all of your medical records could result in adverse drug interactions, allergic reactions or other judgment errors.

### You Understand the Following:

- You may expect the anticipated benefits from the use of telemedicine in your care, but that no results can be guaranteed.
- The laws that protect the privacy and security of health information apply to Telemedicine. No information obtained in the use of Telemedicine which identifies you will be disclosed to researchers or other entities without your authorization.
- You have the right to withhold or withdraw your consent to the use of Telemedicine at any time.
- You have the right to inspect all information obtained and recorded in the course of a Telemedicine interaction, and you may receive copies of this information for a reasonable fee.

- A variety of alternative methods of medical care may be available to you. You may choose one or more of these at any time. Your Provider has explained or will explain the alternatives to your satisfaction.
- Telemedicine may involve electronic communication of your personal medical information to other health care providers who may be located in other areas, including out of your state. You consent to providing or receiving protected health information via email or SMS text messaging and understand messages through these communication channels may not be secure.
- It is your duty to inform your Provider of electronic interactions regarding your care that you may have had with other health care providers.

#### CONSENT TO TELEMEDICAL CARE

You hereby consent to and authorize your Providers to provide routine medical care and treatment (such as physical exams, diagnostic procedures, treatment of illnesses and injuries), and to make necessary referrals. You acknowledge that other types of health care providers such as nurses may take part in the provision of health care.

Each time you receive services from your Provider, you represent that (a) your Provider (or someone acting under your Provider's direction) has explained the nature, benefits and risks of any procedure or treatment provided or to be provided by your Provider and (b) you have been given the opportunity to ask questions about any concerns regarding the procedure or treatment to be provided by your Provider.

To the extent a patient is under the age of 18 and you are acting on behalf of that patient, you represent that you are the patient's parent or legal guardian and are duly authorized under state law to act on behalf of the patient. All references to "you" shall be deemed to include the minor patient where such reference applies to the individual receiving care or treatment.

**Last Revised:** \_\_\_\_\_, 2018





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**IF YOU HAVE, OR ARE HAVING, A MEDICAL EMERGENCY, YOU SHOULD CONTACT YOUR LOCAL EMERGENCY NOTIFICATION SYSTEM (E.G., CALL 911), OR GO TO YOUR LOCAL EMERGENCY ROOM.**

Use of the Application, our website and the Services is governed by these Terms of Service (sometimes referred to as this “Agreement”). Please also see our Privacy Policy which is intended to inform you about how we protect, collect, use, disclose and store the information collected through the Services.

BY DOWNLOADING, ACCESSING, OR USING THE APPLICATION, OUR WEBSITE OR THE SERVICES AND PROVIDING INFORMATION TO US IN CONNECTION WITH THE APPLICATION, OUR WEBSITE OR THE SERVICES, YOU ACCEPT THIS AGREEMENT, OUR PRIVACY POLICY (AVAILABLE AT [MEDISPROUT.COM/PRIVACY](https://medisprout.com/privacy)) AND ANY ADDITIONAL TERMS AND CONDITIONS THAT ARE REFERENCED IN THIS AGREEMENT OR THAT OTHERWISE MAY APPLY TO SPECIFIC FEATURES OF THE SERVICES, OR TO PRODUCTS OR SERVICES THAT WE MAKE AVAILABLE TO YOU THROUGH THE SERVICES (ALL OF WHICH ARE DEEMED PART OF THIS AGREEMENT). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF USE OF THE APPLICATION, OUR WEBSITE OR THE SERVICES OR PRODUCTS AS SET FORTH IN THIS AGREEMENT, YOU MAY NOT USE THE APPLICATION, OUR WEBSITE OR THE SERVICES.

IF YOU ARE REGISTERING AN ACCOUNT OR USING THE APPLICATION, OUR WEBSITE OR THE SERVICES ON BEHALF OF AN INDIVIDUAL OR ENTITY OTHER

THAN YOURSELF, YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS AGREEMENT ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF.

We may change this Agreement at any time, and any changes to this Agreement will become effective when we make the revised Agreement available through the Application and our website. We will update the "Last Revised" date at the bottom of this Agreement if we make any such changes to this Agreement. Your use of the Application, our website and the Services or the submission of any information in connection with the Application, our website or the Services following any change, means that you accept and agree to be bound by the revised Agreement.

## JURISDICTIONAL AND AGE ISSUES

We intend to provide the Application and Services in the United States. Accordingly, this Agreement is governed by United States law. We do not represent or warrant that the Application, or any functionality or feature of the Application, is appropriate or available for use in any particular jurisdiction. If you choose to access or use the Application, our website or the Services from outside the United States, you do so on your own initiative and at your own risk, and you are solely responsible for complying with all local laws, rules and regulations. By using the Application, our website or the Services, you acknowledge that the Application, our website and the Services are subject to United States law which may differ from the law in your country of residence.

To use the Application, you must be at least 18 years of age and reside in a jurisdiction in which we offer the Application. If you reside in a jurisdiction that restricts the use of the Application because of age, or restricts the ability to enter into contracts such as this Agreement due to age, you must abide by such age limits and you must not use the Application. By using the Application, you represent that you are of legal age to enter into a binding contract.

## Services Provided by the Application

The Application is designed to offer information and a means to enable you to obtain select non-emergency video consultations and treatment for common medical conditions or other health care related matters from health care providers by facilitating the connection between you and health care providers. For the avoidance of doubt, the capitalized word "Services" as used in this Agreement refers only to our Application,

website and related content and does not refer to the Telemedicine consultations and treatment or other health care services that users receive from health care providers. Neither the Application nor our website content should be considered to be medical advice or an endorsement, representation or warranty of any health care provider or that any particular medication or treatment is safe, appropriate or effective for you.

### Use of the Application

For a health care provider to use the Application, you must first create an account with a user name and password and certain information, such as your name and address, and may provide additional information about your fees. Next, you must complete a patient visit request form.

For a facility, health care provider (in order to connect with another health care provider) or patient to use the Application, you must first create an account with a user name and password. Next, you go to the list of health care providers who have entered into an agreement with us to provide administrative, scheduling, and other operational services in connection with the Application and select a provider. Then, you request an appointment for a Telemedicine visit at which time you will also provide certain information such as your name, address, date of birth, credit or debit card information, reason for your visit and the name of your primary care provider (if you have one). After requesting an appointment, the Application sends a message to the health care provider you selected which asks the provider whether he or she would like to provide you with the requested health care services. If a health care provider agrees to provide you with health care services, the Application schedules those services.

HEALTH CARE PROVIDERS WHO ARE LISTED IN THE APPLICATION ARE NOT OBLIGATED TO PROVIDE YOU WITH THE REQUESTED HEALTH CARE SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY THAT A HEALTH CARE PROVIDER WILL BE AVAILABLE TO PERFORM THE HEALTH CARE SERVICES YOU REQUESTED OR AT THE TIMES YOU REQUESTED. WE ALSO MAKE NO REPRESENTATION OR WARRANTY AS TO, OR ANY ENDORSEMENT OF, ANY HEALTH CARE PROVIDER, THE QUALIFICATIONS OF ANY PROVIDER (INCLUDING THOSE FURNISHED BY THE PROVIDER) OR THE QUALITY OF SERVICES PROVIDED BY HIM OR HER.

NEITHER WE NOR THE APPLICATION OR OUR WEBSITE IS ENGAGED IN THE PRACTICE OF MEDICINE OR ANY OTHER LICENSED PROFESSION. NEITHER WE

NOR THE APPLICATION OR OUR WEBSITE PROVIDES MEDICAL SERVICES OR IS A HEALTH CARE PROVIDER. NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BETWEEN US AND YOU BY USING THE APPLICATION, THE WEBSITE OR ANY CONTENT CONTAINED THEREIN, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE WEBSITE OR THROUGH ANY OTHER COMMUNICATIONS.

NEITHER WE NOR THE APPLICATION OR OUR WEBSITE INTERFERES WITH THE PRACTICE OF MEDICINE OR ANY OTHER LICENSED PROFESSION BY ANY HEALTH CARE PROVIDER, WHO IS SOLELY RESPONSIBLE FOR HIS OR HER SERVICES AND COMPLIANCE WITH THE REQUIREMENTS APPLICABLE TO HIS OR HER PROFESSION AND LICENSE. THE HEALTH CARE PROVIDER WITH WHOM A PATIENT ESTABLISHES A TREATMENT RELATIONSHIP IS SOLELY RESPONSIBLE FOR PROVIDING THE PATIENT WITH MEDICAL SERVICES AND FOR DECIDING THAT THE APPLICATION IS AN APPROPRIATE VEHICLE FOR PROVIDING THOSE SERVICES. THE APPLICATION ACTS ONLY AS A TECHNOLOGY PLATFORM TO CONNECT YOU WITH HEALTH CARE PROVIDERS WHO MAY BE INTERESTED IN PROVIDING YOU WITH MEDICAL SERVICES.

By using the Application, you consent to the Application detecting your location.

#### Your Use of the Services

You represent and warrant that the information you provide to us is accurate and complete. You acknowledge and agree that we are entitled at all times to verify the information you provided to us and to deny you use of the Application, our website or the Services at any time for any reason or no reason.

You may only access the Application, our website or the Services using authorized means. It is your responsibility to check to ensure you download the correct Application for your device. We are not liable if you do not have a compatible device or if you download the wrong version of the Application for your device.

By accessing or using the Application, our website and the Services, you further agree (without limitation of your other agreements in this Agreement) that:

- You will only use the Application, our website and the Services for your sole, personal use and you will not resell them to a third party;

- You will not copy or distribute the Application, our website or the Services or other content contained in the Application, on our website or in the Services;
- You will not upload or transmit any communications or content of any type that infringes or violates any rights of any person or entity;
- You will not use the Application, our website or the Services for any purpose in violation of local, state, federal or international laws;
- You will not use the Application, our website or the Services as a means to distribute advertising or other unsolicited material to any third party;
- You will not impersonate another person;
- You will not use the Application, our website or the Services to post, store or transmit any material that infringes the rights of others, violates the privacy rights of others, or is unlawful, obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to or intended to injure any other person or entity as determined by us in our sole discretion (although we have no obligation or liability to any person who is so injured);
- You will comply with all applicable third party terms of agreement when using the Application, our website or the Services (e.g., your wireless data service agreement);
- You will ensure that no unauthorized person shall have access to your mobile device or computer or your Application user names, passwords or accounts;
- You will promptly notify us in the event your Application user names, passwords or accounts have been compromised;
- You will not assign or otherwise transfer your Application account to any other person or entity;
- You will not try to harm the Application, our website or the Services or impair the proper operation of the network in any way whatsoever, including but not limited to transmitting malicious code or using the Application, our website or the Services in a

way that threatens the integrity, performance or availability of them or any data contained in any of them;

- You will not attempt to gain unauthorized access to the Application, our website or the Services or any data contained in any of them;
- You will not use or access the Application, our website or the Services to create a competing or similar application, website or service;
- You will not try to decompile, disassemble or reverse engineer any portion of the Application, our website or the Services, and
- You will provide us with whatever proof of identity we may request.

We reserve the right to immediately terminate your use of the Application, our website and the Services should you fail to comply with any of the foregoing rules or your other agreements in this Agreement.

## Payment

At this time, we do not charge (a) to download the Application on your mobile device or computer, (b) in the case of a health care provider, to create an account or (c) in the case of a patient or a facility, to review the health care providers listed in the Application or to schedule a Telemedicine visit with a listed provider. We reserve the right to charge a fee in the future for any of these items. If we decide to introduce such a fee, we will inform you and allow you to either continue or discontinue using the Application.

At this time, we only charge a patient, provider or facility an access fee when a Telemedicine consultation is completed which the patient, provider or facility pays directly to us by our charging the credit or debit card provided by the patient, provider or facility. Fees payable to us are in consideration for use of our platform and are not for the provision of professional medical services.

Your Provider sets his or her own fees for professional services rendered and your Provider determines whether to accept any particular insurance plans. The rates that apply for your Telemedicine visit can be found in the information which your Provider posted in the Application. Your Provider may change these fees from time to time. Your Provider will charge the credit or debit card you provided to pay those fees.

It is your responsibility to remain informed about the current fees charged by us and your Provider and the insurance plans (if any) accepted by your Provider.

You agree that you will pay for all services provided by us and your Provider. You are responsible for the timely payment of all fees and for maintaining with us at all times a valid credit or debit card account for payment of all fees.

If the credit or debit card account you have provided is not valid or any credit or debit card payment is rejected or denied, we will, and your Provider may, charge you an additional administrative fee in accordance with a schedule of fees provided in the Application and on our website. Any payment made is non-refundable.

We use a third-party payment processor (the "Payment Processor") to link us and your Provider to your credit or debit card account. The processing of payments or credits in connection with your use of the Application will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit or debit card issuer in addition to this Agreement. We are not responsible for any errors by the Payment Processor or your credit or debit card issuer. In connection with your use of the Services, we will obtain certain transaction details, which we will use solely in accordance with our Privacy Policy which is available at [Medisprout.com/privacy](https://medisprout.com/privacy).

We are not responsible for processing insurance claims on your behalf. If your Provider accepts your insurance plan, your Provider will process your insurance claim unless your provider has stated otherwise in his or her listing in the Application. Although the Telemedicine consultations and treatments you receive from your Providers through the Application may or may not be covered by your insurance, it is your responsibility to contact your health insurer to determine whether coverage applies. You are responsible for your Provider's full fee regardless of whether you are able to receive reimbursement from your health insurer for part or all of the fee.

#### Intellectual Property Ownership

We (and our licensors, where applicable) own all right, title and interest, including all intellectual property rights, in and to the Application, our website and the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application, our website and the Services. Any copy, modification, revision, enhancement, adaptation,

translation, or derivative work of or created from the Application, our website or the Services shall be owned solely and exclusively by us or, as applicable, our third-party vendors or licensors, as shall any and all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide therein and thereto, and you hereby assign to us (or to our licensors with respect to those portions of the Application owned by our licensors) all of your right, title and interest in the Application, our website and the Services or any modification to or derivative work of the Application, our website or the Services. You shall not remove or authorize or permit any third party to remove any proprietary rights legend from the Application, our website or the Services.

This Agreement does not constitute a sale of, and does not convey to you, any rights of ownership in or related to the Application, our website or the Services, or any intellectual property rights owned by us or our licensors. Our name, logo and the product names and logos associated with the Application, our website and the Services are trademarks of ours, our affiliated companies or third parties, and no right or license is granted to use them.

The materials included in the Application, our website and the Services are copyrighted by us or other applicable rights holders. You may download and reprint a single copy of the materials from the Application, our website and the Services for your own personal, noncommercial use only, provided that you keep intact all credits and copyright and other proprietary notices. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).

#### Application License

Subject to your compliance with the terms and conditions of this Agreement, we grant to you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to download and install a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use.

You shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application or Services in any way; (b) modify or make derivative works based upon the Application or Services; (c) copy, frame, mirror or utilize any framing techniques to alter, remove or enclose any part or content of any of the Application or Services, (d) reverse engineer, decompile, modify or otherwise attempt to discover the source code of the Application, website or



Services, (e) use or access the Application or Services in order to (1) design or build a competitive product or service, (2) design or build a product using similar ideas, features, functions or graphics, or (3) copy any ideas, features, functions or graphics, (f) launch, store or transmit an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses, worms, time bombs, Trojan Horses, or other harmful or malicious code, files, scripts, agents or programs (including but not limited to any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the Application, our website or the Services, (g) interfere with or disrupt the integrity or performance of any of the Application, our website or the Services, or (h) attempt to gain unauthorized access to any of the Application, our website or the Services.

### Third Party Materials; Links

The functionality of certain Services may make available access to data, information, and materials made available by third parties ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Services at any time. In addition, the availability of any Third Party Materials through the Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

**YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).**

### Disclaimer

**THE APPLICATION, OUR WEBSITE AND THE SERVICES, AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE APPLICATION, OUR WEBSITE**

AND THE SERVICES, ARE PROVIDED ON AN “AS IS” BASIS. ANY ACCESS TO OR USE OF THE APPLICATION, OUR WEBSITE AND THE SERVICES IS VOLUNTARY. WE WILL REGARD ALL ACCESS OR USE AS VOLUNTARY AND AT THE SOLE RISK OF THE USER.

The Application, our website and the Services are designed solely to enable you to obtain select non-emergency Telemedicine consultations and treatment for common medical conditions by facilitating the connection between a patient or facility and a health care provider.

ANY INFORMATION CONTAINED IN THE APPLICATION, OUR WEBSITE OR THE SERVICES SHOULD NOT BE RELIED UPON AS THE BASIS OF ANY HEALTH CARE DECISION. NOTHING CONTAINED IN THE APPLICATION, OUR WEBSITE OR THE SERVICES IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT.

THE APPLICATION, OUR WEBSITE AND THE SERVICES DO NOT CONSTITUTE THE PRACTICE OF ANY MEDICAL, NURSING OR OTHER PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS OR TREATMENT.

None of the content in the Application, on our website or in the Services should be considered medical advice or an endorsement, representation or warranty of any health care provider or facility or that any particular medication or treatment is safe, appropriate or effective for you.

We make no representation or warranty that a health care provider will be available to perform the health care services you request.

NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ THROUGH OUR APPLICATION OR WEBSITE. IF YOU HAVE OR SUSPECT THAT YOU HAVE A NONEMERGENCY MEDICAL PROBLEM OR CONDITION, YOU MAY USE THE APPLICATION TO TRY TO CONTACT A QUALIFIED HEALTH CARE PROVIDER. HOWEVER, IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 FOR EMERGENCY MEDICAL HELP.

We do not control, supply, endorse or warrant any information, products, services or merchandise supplied by any facility or health care provider with whom you may connect via the Application, our website or the Services.

We also do not warrant that files that may be available for downloading through the Application, our website or the Services will be free of infections or viruses, worms, Trojan horses or other code that contains contaminating or destructive properties.

We and our technology service providers cannot and do not warrant against errors, omissions, delays, interruptions or losses, including loss of data. Your download and use of the Application, our website and the Services is at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Application, our website or the Services. Users of the Application, our website and the Services are responsible for maintaining a means external to the Application, our website and the Services for the reconstruction of any lost data.

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE APPLICATION, OUR WEBSITE AND THE SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE APPLICATION, OUR WEBSITE AND THE SERVICES (INCLUDING ANY CONSULTATIONS OR OTHER SERVICES YOU MAY OBTAIN FROM HEALTH CARE PROVIDERS WITH WHOM YOU CONNECT VIA THE APPLICATION, OUR WEBSITE OR THE SERVICES).

WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE APPLICATION, OUR WEBSITE OR THE SERVICES OR ON THE INTERNET GENERALLY.

WE MAKE NO WARRANTY THAT THE APPLICATION, OUR WEBSITE AND THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION, OUR WEBSITE OR THE SERVICES IS TO STOP USING THEM.

#### Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), STRICT LIABILITY AND/OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS) RELATING TO OR ARISING OUT OF THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE, THE APPLICATION, OUR WEBSITE OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OR DATA MADE AVAILABLE THROUGH THE APPLICATION, OUR WEBSITE OR THE SERVICES OR ANY SERVICES PERFORMED BY ANY HEALTH CARE PROVIDERS WITH WHOM YOU CONNECT VIA THE APPLICATION, OUR WEBSITE OR THE SERVICES (INCLUDING CLAIMS OF MEDICAL MALPRACTICE AGAINST THOSE HEALTH CARE PROVIDERS), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION, WEBSITE AND/OR SERVICES OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SAME. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN OUR MAXIMUM LIABILITY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND MEDICAL MALPRACTICE), OR OTHERWISE) OF EVERY KIND ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATION OF LIABILITY WILL COVER, WITHOUT LIMITATION, ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA, AND ANY OTHER INJURY, ARISING FROM THE USE OF THE APPLICATION, OUR WEBSITE OR THE SERVICES.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

#### Indemnification

Except to the extent prohibited under applicable law, you agree to indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, members, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Application, our website or the Services, violation of this Agreement by you or any other person using your user name, password or account, or your violation of any rights of another. We reserve the right to control the defense of any claim for which we are entitled to indemnification under this section (including, but not limited to, the selection of counsel). In such event, you agree to provide us with such cooperation as is reasonably requested by us.

#### Modifications to, or Discontinuation of, the Application, our Website or the Services

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Application, our website or the Services, or any portion thereof, with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Application, our website or the Services or any portion thereof.

#### Privacy

Your use of the Application, our website and the Services is subject to our Privacy Policy. Please review this policy so you understand what information we collect, how we use it, how we secure it, and when we may share it.

#### Notice of Copyright Infringement

The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If you believe in good faith that materials appearing in the Application, on our website or in the Services infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the United States Copyright Office website,

currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, we have designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to [REDACTED] or by email to [privacy@Medisprout.com](mailto:privacy@Medisprout.com).

Please note that the contact information provided in this section is for suspected copyright infringement only. Contact information for other matters can be found elsewhere in the Application or on our website.

#### Miscellaneous

This Agreement constitutes the entire agreement between you and us with respect to the subject matter contained in this Agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, related to that subject matter. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are available through the Application, our website or the Services. In the event of any conflict between any such third-party terms and conditions and this Agreement, this Agreement will govern. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law provisions contained therein.

Any dispute arising under or relating in any way to this Agreement will be resolved exclusively by final and binding arbitration in White Plains, New York under the rules of the American Arbitration Association, except that you or we may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security. The parties agree to the exclusive personal and subject matter jurisdiction and venue of the courts located in Westchester County, New York, for any claim related to this Agreement which is not required to be resolved by arbitration. You agree that any claim you may have against us, including but not limited to our past and present employees and agents, will be brought individually and you will not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

This Agreement is personal to you and you may not assign it to anyone. We may assign this Agreement to anyone. If any provision of this Agreement is found to be unlawful,

void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. This Agreement is not intended to benefit any third party, and does not create any third party beneficiaries. Accordingly, this Agreement may only be invoked or enforced by you or us.

You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Application, our website, the Services or this Agreement must be filed by you within one year after such claim or cause of action arose (and without regard to when discovered, if later) or be forever barred. This Agreement is effective until terminated. We may terminate or suspend your use of the Application, our website, and/or the Services at any time and without prior notice, for any or no reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Application, our website, and/or Services will immediately cease, and we may, to the extent applicable and without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Any and all provisions of this Agreement that would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration including, without limitation, provisions relating to ownership, indemnification, limitation of liability and governing law.

**Last Revised:** \_\_\_\_\_, 2018