

LOGINCLINICS TERMS OF USE

Last revised: August 21, 2019

These terms and conditions of use (“Terms of Use”) govern your use of our online interfaces and properties (e.g., websites, mobile applications, and provider or patient portal) owned and controlled by LoginClinics, PLLC. (“LoginClinics,” “we,” “us,” and “our”) d/b/a LoginClinics, including the <https://www.loginclinics.com> website (the “Site”), as well as the services (“Services”) and products (“Products”) available to users through the Site. LoginClinics provides online telehealth medical consultations and secure messaging between LoginClinics Providers (individually the “Provider” and collectively the “Providers”) and their patients. The professional medical services and the non-clinical Site services are collectively referred to in this Terms of Use as the “Services”. The terms “you” and “your” means you, your dependent(s) if any, and any other person accessing your LoginClinics Account.

The following Terms apply to the remote medical consultations provided by medical professionals via telephone and/or secure web-based video, to which LoginClinics provides access.

Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the Site and Services and purchase of Products. By clicking “accept”, you acknowledge that you have read, understood, and accepted all terms and conditions contained within the Terms of Use and [Privacy Policy](#). If you do not agree to be bound by these terms, you are not authorized to access or use this Site or Services; promptly exit this Site.

Binding Arbitration. These Terms of Use provide that all disputes between you and LoginClinics that in any way relate to these Terms of Use or your use of the Site will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE AND KNOWINGLY CONSENT TO GIVE UP YOUR RIGHT TO GO TO COURT IN ANY JURISDICTION (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action or other court proceeding. Please review the Section below entitled [Dispute Resolution; Arbitration Agreement](#) for the details regarding your agreement to arbitrate any disputes with LoginClinics.

1. Privacy Practices

You agree that information provided by you in connection with the Services and Site shall be governed by the LoginClinics [Privacy Policy](#) which is hereby incorporated and made a part of this Agreement.

2. **Services Provided**

We offer an online communication platform for Providers and their patients to connect via the Site through the use of synchronous and asynchronous telecommunications technologies. The Site offer online telehealth services enabling our members to report their health history and engage healthcare professionals to obtain medical and healthcare services. Providers deliver clinical services via the LoginClinics platform to their patients. The Providers are responsible for the quality and appropriateness of the care they render to you. Any information or advice received from a Provider comes from them alone, and not from LoginClinics. Neither LoginClinics, nor any of its subsidiaries or affiliates or any third party who may promote the Site or Service or provide a link to the Service, shall be liable for any general information obtained on the Site not provided to you, or specifically tailored to you, by a Provider. LoginClinics does not recommend or endorse any specific Providers, tests, physicians, medications, products, or procedures. You acknowledge that your reliance on any Providers or information delivered by the Providers via the Site or Service is solely at your own risk and you assume full responsibility for all risks associated herewith.

LoginClinics does not make any representations or warranties about the training or skill of any Providers who deliver services via the Site or Service. The general content, not provided solely to you by a Provider, of the Site and the Services, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by LoginClinics, unless such information was given, and specifically tailored, to you by a Provider. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All general information provided by LoginClinics, is intended to be for general information purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law, unless given, and specifically tailored, to you by a Prpvider. While LoginClinics facilitates your selection of, and communications with, Providers, LoginClinics does not provide medical services, or medical advice, through the information generally available on the website.

Not for Emergencies

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

LoginClinics' Site and Services are not for medical emergencies or urgent situations. You should not disregard or delay seeking 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. You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. **DO NOT RELY ON ELECTRONIC COMMUNICATIONS FOR ASSISTANCE IN REGARD TO YOUR IMMEDIATE, URGENT MEDICAL NEEDS. THIS SITE IS NOT DESIGNED TO FACILITATE MEDICAL EMERGENCIES. LOGINCLINICS CANNOT GUARANTEE RESPONSE TIMES IF YOU CHOOSE TO USE THIS E-MAIL IN THE EVENT OF A MEDICAL EMERGENCY.** 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.

Risks of Telehealth Services

By using the 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 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. Unfortunately, the transmission of information via the internet is not completely secure. Although we take commercially reasonable steps designed to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures employed by the Services.

Prescription Policy

LoginClinics does not endorse any specific medication, pharmacy, or pharmacologic product. If a 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. Providers do not prescribe DEA controlled substances or scheduled medications, or certain other drugs which may be harmful because of their potential for abuse. Providers reserve the right to deny care for actual or potential misuse of the Services. You agree that any prescriptions that you acquire from a 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. LoginClinics fully honor patient freedom of choice and, if you receive a prescription for a medication, you always have the option to instruct Provider to transmit that prescription to the pharmacy of your choice.

Not an Insurance Product

LoginClinics is not an insurer. The Services are not insurance products, and the amounts you pay to LoginClinics are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

3. Availability of Services

LoginClinics operates subject to state and federal regulations, and the Services may not be available in your state. You represent that you are not a person barred from enrolling for and/or receiving the 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 the Services is limited exclusively to users located in States within the United States where the Services are available. Services are not available to users located outside the United States. Accessing the Site or Services from jurisdictions where content is illegal, or where we do not offer Services, is prohibited.

4. Eligibility; Site Access, Security and Restrictions; Passwords

In order to access the Site and the Services, you represent and warrant that you are older than 18 years old. You agree to fully, accurately, and truthfully create your LoginClinics Account ("Account"), including but not limited to your name, mailing address, phone number, email address, and password, which become your LoginClinics ID and credentials. The LoginClinics ID and/or credentials are personal to you, and you are solely responsible for maintaining the confidentiality of your LoginClinics ID and/or credentials, and for all activities that occur under such LoginClinics ID and/or credentials. You agree to prohibit anyone else from using your LoginClinics ID and/or credentials and agree to immediately notify LoginClinics of any actual or suspected unauthorized use of your LoginClinics ID and/or credentials or other security concerns of which you become aware. Your access to the Site may be revoked by LoginClinics 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 such user or logging onto a server or an account which the user is 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 law.

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. LoginClinics 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 this Site or any activity being conducted on this Site.

5. Electronic Communications

When you use the Site or Services, or send e-mails, 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 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. LoginClinics may contact you by telephone, mail, or email to verify your account information. LoginClinics 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 fourteen (14) days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Site and the Services until you provide the information to us as requested.

6. **Consent to Receive Calls and Text Messages**

By providing your mobile number, you are agreeing to be contacted by or on behalf of LoginClinics at the mobile number you have provided, including calls and text messages, to receive informational, Product or Service (e.g., progress tracking, refill reminders, checkup reminders, etc.) and marketing communications relating to the Site and Services. Message and data rates may apply. **For help, text the word HELP email admin@loginclinics.com. To stop receiving text messages email "STOP" to admin@loginclinics.com.** We may confirm your opt out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message and/or respond to your STOP message by texting you a request to identify services you wish to stop. Keep in mind that if you stop receiving text messages from us you may not receive important and helpful information and reminders about your progress and treatment.

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

All pages within this Site and any material made available for download are the property of LoginClinics, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws.

All rights not expressly granted to you in these Terms of Use are reserved and retained by LoginClinics or its licensors, suppliers, publishers, rights holders, or other content providers. Neither the Site and Services, nor any part of the Site and Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of LoginClinics. 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 LoginClinics without express written consent. You may not use any meta tags or any other "hidden text" utilizing LoginClinics' name or trademarks without the express written consent of LoginClinics. You may not misuse the Site or Services. You may use the Site and Services only as permitted by law. The content of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by LoginClinics. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content or other proprietary information (including; images, text, page layout, or form) of LoginClinics without our express written consent.

8. **No Users Under 18 Years Old**

The Site and Services are only for users of the age of 18. If you are under the age of 18, please do not attempt to register with us at this Site or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please email us at admin@loginclinics.com.

9. Accuracy of Information; Functionality

Although LoginClinics attempts to ensure the integrity and accurateness of the Site and related materials, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site, its content or any services or items obtained through the Site. 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 LoginClinics so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, LoginClinics shall have no responsibility or liability for information or content, or their accuracy, posted to the Site from any non-LoginClinics affiliated third party.

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

10. Links to Other Sites

LoginClinics makes no representations whatsoever about any other website that you may access through this Site. When you access a non-LoginClinics site, please understand that it is independent from LoginClinics, and that LoginClinics has no control over the content on that website. In addition, a link to a non-LoginClinics website does not mean that LoginClinics endorses or accepts any responsibility for the content, or the use, of the linked site. 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 sites linked to this Site, you do this entirely at your own risk.

11. 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 our Site ("User Information"), you agree not to provide any User Information that (i) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (ii) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (iii) 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 LoginClinics that you have the legal right and authorization to provide all User Information to LoginClinics for

use as set forth herein and required by LoginClinics and Provider.

You agree not to (i) access the Site or use the 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 programing or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site or the 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; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or the 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 this 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 LoginClinics. You may not alter the attribution or origin of electronic mail, messages, or posting; (ix) harvest or collect Protected Health Information ("PHI") about any other individual who uses the Site or the 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 LoginClinics and the Providers from and against all third-party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of any User Information you upload to or transmit through the Site.

12. Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

LoginClinics respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), we will respond promptly to notices of alleged infringement that are reported to LoginClinics' Designated Copyright Agent, identified below: what does this mean? Do I need to have a person designated for them to contact w/ concerns?

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Notices of Alleged Infringement for Content Made Available on the Site

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us Notice ("Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.

2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to admin@loginclinics.com.

13. Intellectual Property

With the exception of your electronic medical record, LoginClinics, as applicable, retain all right, title, and interest in and to the Site, the Services and any information, products, documentation, software, or other materials on the Site, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing, except for information on the Site licensed by LoginClinics (in that case, the license provider retains all right, title, and interest therein). The information available through the Site and the Services is the property LoginClinics, as applicable. You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of LoginClinics' trademarks, service marks, and logos are strictly prohibited without the prior written permission of LoginClinics. The immediately foregoing sentence also applies to any third-party trademarks, service marks, and logos posted on the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right to use any trademarks, service marks or logos displayed on the Site without the written grant thereof by LoginClinics or the third-party owner of such trademarks, service marks, and/or logos. The Site may contain other proprietary notices and copyright information, the terms of which you agree to follow. LoginClinics may delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene, or in violation of copyright, trademark, or other intellectual property or ownership right of any other person or entity

14. Disclaimer of Warranties

LOGINCLINICS DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION

CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS 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. LOGINCLINICS DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. LOGINCLINICS 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. WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY LOGINCLINICS ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED BY LOGINCLINICS OR THIRD PARTIES WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES

15. Limitation of Liability Regarding Use of Site

EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:

LOGINCLINICS SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THE PROVIDERS. LOGINCLINICS AND ANY THIRD PARTIES MENTIONED ON THIS 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, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, 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, SITE-RELATED SERVICES, 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 LOGINCLINICS TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE 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.

16. No Third Party Rights

Unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, LoginClinics and its affiliates. Nothing in the Terms of Use is intended to relieve or discharge the obligation

or liability of any third persons to you, or LoginClinics and its affiliates, nor shall any provision give any third parties any right of subrogation or action over against you, or LoginClinics and its affiliates.

17. Assignment

You may not assign, transfer, or delegate the Terms of Use or any part thereof without LoginClinics' prior written consent. LoginClinics may freely transfer, assign, or delegate all or any part of the Terms of Use, and any rights or duties hereunder or thereunder. The Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

Supplemental Terms Applicable to Providers

These supplemental terms apply to Providers in addition the other provisions of these Terms of Use. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

Every healthcare provider using the Site ("Provider") must agree to comply with all laws, medical board rules and other rules and regulations applicable to you as a Provider or otherwise. Your relationship with the LoginClinics users is directly between you as the Provider and the patient. As set forth more fully below, Provider is solely responsible for all agreements, consents, notices and other interactions with patients and other consumers. Without limiting the generality of the foregoing, LoginClinics, through the information generally available on the site and not solely provided to you, does not provide any medical advice, legal advice, or representations in any way regarding any legal or medical issues associated with Provider, including but not limited any compliance obligations or steps necessary to comply with any state or federal laws and regulations. Provider should seek legal counsel regarding any legal and compliance issues, and should not rely on any materials or content associated with the Services in determining Provider's compliance obligations under law. Provider will use the Site and Services only in accordance with applicable standards of good medical practice. While software products such as the Site and Services can facilitate and improve the quality of service that Provider can offer patients, many factors, including the provider/patient relationship can affect a patient outcome, and with intricate and interdependent technologies and complex decision-making it is often difficult or impossible to accurately determine what the factors were and in what proportion they affected an outcome. If Provider submit, upload, transmit, or post any consents, notices, advice, recommendations, comments, files, videos, images or other materials to us or our Site ("Provider Content") or provide any Provider Content to patients or other consumers, Provider agree not to provide any Provider Content that (1) is 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. Provider is solely responsible for obtaining all necessary agreements and consents from, and providing all required notices to, patients and other consumers. Provider agree not to contact other users through unsolicited e-mail, telephone calls, mailings or any other method of communication. Provider represent and warrant to

LoginClinics that Provider have the legal right and authorization to upload all Provider Content at the Site. LoginClinics shall have a royalty-free, irrevocable, transferable right and license to use the Provider Content however LoginClinics desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Provider Content and/or incorporate such Provider Content into any form, medium or technology throughout the world. LoginClinics is and shall be under no obligation (1) to maintain any Provider Content in confidence; (2) to pay to Provider any compensation for any Provider Content; or (3) to respond to any Provider Content.

LoginClinics does not regularly review Provider Content, but does reserve the right (but not the obligation) to monitor and edit or remove any Provider Content submitted to the Site. You grant LoginClinics the right to use the name that you submit in connection with any Provider Content. Provider agrees not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Provider Content. Provider is and shall remain solely responsible for the content of any Provider Content posted to the Site or provided to any patients or other consumers. LoginClinics and its affiliates take no responsibility and assume no liability for any Provider Content submitted by Provider or any third party.

18. **Dispute Resolution; Arbitration Agreement**

We will try work in good faith to resolve any issue you have with Site, including Products and Services ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction. You and LoginClinics agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or your use of the Site, including Products and Services ordered or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and LoginClinics are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and LoginClinics. If you desire to assert a claim against LoginClinics, and you therefore elect to seek arbitration, you must first send to LoginClinics, by certified mail, a written notice of your claim ("Arbitration Notice"). The Arbitration Notice to LoginClinics, should be addressed to: 104 S. White Street, Ste 140 Wake Forest, NC 27587 "Notice Address"). If LoginClinics desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Arbitration Notice to the most recent address we have on file or otherwise in our records for you. An Arbitration Notice,

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whether sent by you or by LoginClinics, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If LoginClinics and you do not reach an agreement to resolve the claim within thirty (30) days after the Arbitration Notice is received, you or LoginClinics may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by LoginClinics or you shall not be disclosed to the arbitrator. You may download or copy a form Arbitration Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after LoginClinics receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless LoginClinics and you agree otherwise, any arbitration hearings will take place in the county of your billing address. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. **Each party shall pay for its own costs and attorneys' fees, if any.** However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and LoginClinics, agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Wake Forest, North Carolina.

19. Force Majeure

We will not be deemed to be in breach of these terms or liable for any breach of these terms 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.

20. Indemnification

You agree to defend, indemnify, and hold harmless LoginClinics and any affiliates 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, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site, Products or Services or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to LoginClinics or any Provider or customer service agent; and/or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site, Products or Services or any information on the Site, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

21. Revisions; General

LoginClinics reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. LoginClinics reserves the right to modify these Terms of Use at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. In the event that any of the 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 constitute the entire agreement between LoginClinics and you pertaining to the subject matter hereof. In its sole discretion, LoginClinics may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

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