

TERMS OF USE AND PATIENT ACKNOWLEDGEMENT AND CONSENT

MyConsult® Global

PLEASE READ AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "AGREE" CHECKBOX WHICH FOLLOWS THE TERMS OF USE AND PATIENT ACKNOWLEDGEMENT & CONSENT BELOW (the "Agreement"). IF YOU DO NOT AGREE TO THE TERMS OF USE OR THE PATIENT ACKNOWLEDGEMENT AND CONSENT, DO NOT USE THE SERVICES.

Welcome to the CCAW JV, LLC's ("Company") telemedicine service (the "Service"). The term "Service" means the technological services provided to the recipient and does not include the medical treatment provided via such technological services. To use the Service you must agree to be bound by all of the terms of use of this end user agreement. By clicking the "AGREE" checkbox, you are indicating that you agree to be bound by all of the terms in this Agreement. If you do not agree to this Agreement, you are not authorized to access or use this website.

Please print and keep a copy of this Agreement. Company may, from time to time, at its convenience, change the terms of this Agreement. It is your responsibility to review these terms each time you use this website.

General Disclaimer. This Service is a convenience tool and the data it collects is not medical advice and does not replace the medical advice of the health care provider or professional related to the individual whose data has been collected. This information, in the absence of review in a treatment and diagnosis consultation by a health care professional, is general information only.

TERMS OF USE

IMPORTANT INFORMATION ABOUT YOUR USE OF THE SERVICE:

DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY

CALL 911 IMMEDIATELY. The third party technology provider platform utilized by Company to provide Services is not itself a medical provider and is not responsible for the medical advice and Service provided to you by Company. Your interactions with Company via the Service are not intended to take the place of your relationship with your regular health care practitioners. Company suppliers or any third parties who promote the Service on its behalf or provide you with a link to the Service shall not be liable for any professional advice you obtain from a healthcare provider via the Service.

You hereby certify that you are physically located in the location you choose/have chosen as your current location. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of this certification and that the providers you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify Company, its third party technology platform provider and the providers you interact with from any resulting damages, costs or claims.

You acknowledge that this service is being provided while you are located in a private residence and not a hospital or other facility and is therefore not covered under Medicare.

OVERVIEW OF TELEMEDICINE SERVICE

Telemedicine involves the use of electronic communications to enable health care providers at sites remote from patients to provide consultative services. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include live two-way audio and video and other materials (e.g. medical records, data from medical devices).

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

An encounter summary will be provided to the patient at the end of each encounter which may be kept for the patient's records and may be shared with other providers for treatment purposes or as otherwise permitted or required by law.

ANTICIPATED BENEFITS OF TELEMEDICINE

- Improved access to medical care by enabling a patient to remain at his or her home or office while consulting a clinician.
- More efficient medical evaluation and management.

POSSIBLE RISKS OF TELEMEDICINE

As with any medical procedure, there are potential risks associated with the use of telemedicine. Company believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:

- Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment.
- Security protocols could fail, causing a breach of privacy of personal medical information.
- Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine. I have received the Notice of Privacy Practices which explains how Company may use and disclose confidential health information for treatment, payment, and healthcare operations, including for substance abuse, psychiatric care, or HIV, if applicable, as explained in the NPP

WEBSITE CONTENT

Other than information received directly by you from providers, the content on the website should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of the content on this website represents or warrants that any particular medication or treatment is safe, appropriate, or effective for you. Without limitation, Company does not recommend or endorse any specific tests, medications, products or procedures.

SECURITY

Company, through its third party technology platform provider, has implemented a variety of commercially standard encryption and security technologies and procedures designed to protect your personal information which is stored in its computer systems from unauthorized access. We also maintain standard physical and electronic procedural safeguards designed to limit access to your personal information to our employees (or people working on our behalf and under confidentiality agreements) who, through the course of standard business activities, need to access your personal information.

Access to the Service is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Service using your username and password. Please notify Company if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Service using your username and password. Company reserves the right to revoke or deactivate your username and password at any time and for any reason.

ACCOUNT ENROLLMENT

To access the Service, you must first enroll to establish an individual user account ("Account"), by providing certain information. With the exception of subaccounts established for minor children of whom you are a parent or legal guardian, you agree that you will not create more than one Account, or create an account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Service and, if applicable, in order for Company to send notices to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account enrollment form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service. You represent and warrant that you are at least 18 years of age and possess the legal right and ability,

on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to this Agreement.

ACCEPTABLE USE

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement. You shall not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Service in any manner that could damage, disable or impair the Service. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Service for any purpose.

OPERATION AND RECORD RETENTION

Company and its third party provider reserves complete and sole discretion with respect to the operation of the Service. Company, through its third party provider, may, among other things withdraw, suspend or discontinue any functionality or feature of the Service. Subject to applicable law, Company reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Service pursuant to its internal record retention and/or destruction policies.

REMOTE CONSULTATION SERVICES

The medical services provided through the Company Services are considered telemedicine services and are different from the diagnostic services provided by a traditional in-person encounter with a healthcare provider. The healthcare providers providing these telemedicine services will not have the benefit of information that would be obtained by examining you in-person and observing your physical condition first hand. Therefore, the healthcare provider may not be aware of facts or information that would affect his or her opinion of your condition. In some cases, the missing facts may be critical to the accuracy of the healthcare provider's understanding and opinion. TO REDUCE THE RISK TO YOU OF THIS LIMITATION, COMPANY STRONGLY ENCOURAGES YOU TO DISCUSS THE RESULTS OF YOUR CONSULTATION WITH YOUR PHYSICIAN.

BY REQUESTING A REMOTE CONSULTATION THROUGH THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

* YOU ARE AWARE OF THE LIMITATIONS OF THESE SERVICES, A TYPE OF TELEMEDICINE SERVICE, AND AGREE TO SOLELY ASSUME THE RISK OF SUCH LIMITATIONS.

* THE OPINION THAT YOU WILL RECEIVE IS LIMITED AND PROVISIONAL, IS NOT A DIAGNOSIS OR TREATMENT OF YOUR CONDITION, AND DOES NOT INCLUDE THE ORDERING OF DIAGNOSTIC TESTS OR PRESCRIBING OF ANY MEDICATION;

- * THE REMOTE CONSULTATION IS NOT INTENDED TO REPLACE A FULL MEDICAL OR AN IN-PERSON MEDICAL EVALUATION WITH MY HEALTHCARE PROVIDER;
 - * THE CONSULTING HEALTHCARE PROVIDER DOES NOT HAVE IMPORTANT INFORMATION ABOUT YOU THAT IS USUALLY OBTAINED THROUGH A PHYSICAL EXAMINATION;
 - * THE ABSENCE OF A PHYSICAL EXAMINATION MAY AFFECT ACCURACY OF THE HEALTHCARE PROVIDER'S OPINION ABOUT MY CONDITION, DISEASE, OR INJURY;
 - * THIS SERVICE DOES NOT INCLUDE ANY EMERGENCY CARE YOU MAY REQUIRE.
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- * A VARIETY OF ALTERNATIVE METHODS OF MEDICAL CARE MAY BE AVAILABLE TO YOU, AND YOU MAY CHOOSE ONE OR MORE OF THESE AT ANY TIME. YOUR PHYSICIAN HAS EXPLAINED THE ALTERNATIVE CARE METHODS TO YOUR SATISFACTION.
 - * CC MAY CANCEL THE SERVICES AT ANY TIME IN ITS SOLE DISCRETION PRIOR TO THE COMPLETION OF THE SERVICES.
 - * THE SERVICES ARE INTENDED FOR PERSONAL INFORMATION ONLY AND MAY NOT BE USED IN LITIGATION AGAINST ANY THIRD PARTY HEALTHCARE PROVIDER AS AN EXPERT OPINION OR OTHERWISE.
 - * THE SERVICES OUTLINED IN THESE TERMS AND CONDITIONS AND RENDERED HEREUNDER DO NOT INCLUDE ESTABLISHING A PHYSICIAN-PATIENT RELATIONSHIP IN ANY CAPACITY AND DO NOT INCLUDE PROVIDING DIAGNOSIS, CARE, OR TREATMENT FOR ANY INDIVIDUAL WHO HAS REQUESTED THIS SERVICE OR MAY POTENTIALLY BENEFIT FROM THIS SERVICE.
 - * NO WARRANTY OR GUARANTEE HAS BEEN MADE TO YOU CONCERNING ANY PARTICULAR RESULT, OUTCOME, OR TREATMENT OF YOUR CONDITION.

THIRD PARTY RECORD COLLECTION SERVICES

Medical records collection assistance ("Record Collection Service") is offered through a third party ("Third Party Provider"). If you choose to utilize Record Collection Service, the fee of the Record Collection Service ("Collection Fee") may be charged to you immediately upon registration and is in addition to the fees for any Services rendered by Company. The Collection Fee is non-refundable regardless of whether a Service is rendered. The Collection Fee reflects the Record Collection Service, which must be performed prior to certain aspects of the Service. Any additional costs incurred by outside healthcare facilities for the copying and printing of your medical records will not be covered by the Collection Fee or fees relating to the Services and will be your sole responsibility. Company is not liable for the activities of the Record Collection Service and such party may require a link as described below.

LINKS

Areas of the Service or Company's portal may contain links to other web sites. Please note that when you click on any of these links, you are entering another web site for which we have no responsibility or control. The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites to which you may be bound, as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items.

INTELLECTUAL PROPERTY

All of the content available on or through the Service is the property of Company or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to anyone. All software and accompanying documentation made available for download from the Service is the copyrighted work of Company or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

Company

Subject to the terms of this Agreement, Company through its third party technology platform provider, hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the Service to the extent, and only to the extent, necessary to access and use the Service.

The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Service to any third party or use the Service to provide service bureau, time sharing or other services to third parties.

Company respects and upholds patient confidentiality with respect to protected health information as outlined by the Health Insurance Portability and Accountability Act ("HIPAA"), you agree that Company may provide you with marketing materials promoting the Service. You may opt out of receiving such marketing materials by contacting us at myconsult2020.support@americanwell.com.

DISCLAIMERS

ACCESS TO THE SERVICE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, AND EACH MEDICAL PROVIDER DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES COMPANY MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SERVICE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SERVICE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. COMPANY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SERVICE.

LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER OR SUPPLIER, ANY MEDICAL PROVIDER OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER OR SUPPLIERS, ANY MEDICAL PROVIDER, OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY RELEASE AND HOLD COMPANY, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, SUPPLIERS AND PROVIDERS, MEDICAL PROVIDERS, AND ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S THIRD PARTY TECHNOLOGY PLATFORM PROVIDER IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT IT IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICE. IT, ITS LICENSORS, SUPPLIER AND ALL THIRD PARTIES WHO PROMOTE THE SERVICE OR PROVIDE YOU WITH A LINK TO THE SERVICE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF HEALTHCARE VIA THE SERVICE, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE. COMPANY IS THE PARTY PROVIDING THE TELEMEDICINE SERVICE.

TERMINATION

Company or its' third party technology platform provider, if directed by Company, may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. Company has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. Company reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice. Company reserves the right to delete or change any username or password at any time, for any reason or for no reason at all.

INDEMNIFICATION

Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless, and defend Company, its third party technology platform provider, and its parents, subsidiaries, affiliates, licensors, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your failure to comply with any applicable laws and regulations; and (ii) your breach of any of its obligations set forth in this Agreement.

ELECTRONIC CONTRACTING AND NOTICES

Your assent to the terms of this Agreement by clicking the "AGREE" checkbox. You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the services (collectively, "Notices"). We can send you electronic Notices (1) to the Is otherwise through our site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the applicable service.

PATIENT ACKNOWLEDGEMENT AND CONSENT

By clicking the applicable "AGREE" checkbox below, I am indicating that I have reviewed and acknowledge and consent to the terms described below:

- **Consent to Health Care Services:** I am requesting that health care services be provided to me (or my minor child or the patient receiving health care services) through the Company. I voluntarily consent to all medical treatment and health care-related services that the providers at Company consider to be necessary for me (or the patient receiving health care services).

I understand that Company is providing the Service by remote telehealth technology. Such telehealth services involve a health care provider who is at a site remote from my location at the time of service, and, as such, telehealth often involves the transmission of video, audio, images, and other types of data. The remote provider will determine whether the condition being diagnosed or treated is appropriate for telehealth, and I understand there is no guarantee of diagnosis, treatment, or recommendation. Further, I understand that I may have to travel to see a health provider in-person for certain diagnosis and treatment matters.

- **Financial Responsibility:**

(a)(i). Subject to applicable law and the terms and conditions of any applicable contract between Company and a third-party payer, and in consideration of all health care services rendered or about to be rendered to me (or the patient receiving health care services), I agree to be financially responsible and obligated to pay Company for any balance not paid under the "Assignment of Benefits/Third Party Payers" paragraph below.

Or,(a)(ii). Subject to applicable law and the Company Health System Financial Assistance Policy, and in consideration of all health care services rendered or about to be rendered to me (or the below named patient), I agree to be financially responsible and obligated to pay Company for the patient balances due;

And,

b. I authorize the hospital and all clinical providers who have provided care to me, along with any billing services, collection agencies or other agents who may work on their behalf, to contact me on my cell and/or other phone using automatic telephone dialing system or other computer assisted technology.

- **Advance Notice of Noncoverage:**

Medicare and other commercial insurance plans do not pay for everything that you or your health care provider have good reason to think you need. We expect that Medicare will not pay for this service because this type of service is not covered by Medicare and not a Medicare benefit. We also expect that commercial insurance will not pay for this service.

WHAT YOU NEED TO DO NOW: Read this Patient Acknowledgement and Consent and Advance Notice of Noncoverage so you can make an informed decision about your care and ask us any questions that you may have after you finish reading.

This section on Advance Notice of Noncoverage gives our opinion, and is not an official Medicare decision or commercial insurance coverage decision. If you have any other questions about the content of this paragraph or Medicare billing, call 1-800-MEDICARE (1-800-623-4227/TTY: 1-877-486-2048). If you have any other question on commercial insurance billing, call your commercial insurance company.

By providing your payment information, you are choosing to receive this health care service.

- **Assignment of Benefits/ Third-Party Payers:** In consideration of all health care services rendered or about to be rendered to me (or the patient receiving health care services), I hereby assign to Company all right, title, and interest in and to any third-party benefits due from any and all insurance policies and/or responsible third-party payers of an amount not exceeding Company's regular and customary charges for the health care services rendered. I authorize such payments from applicable insurance carriers, third party payers, and other third-parties. A list of usual and customary charges is available upon request. I consent to any request for review or appeal by Company to challenge a determination of benefits made by a third-party payer. Except as required by law, I assume responsibility for determining in advance whether the services provided are covered by insurance or other third party payer.

Patient Rights and Responsibilities: I have received a copy of the Company Health System Patient Rights and Responsibilities brochure.

- **Uses and Disclosures of Health Information:** I have received Company's Notice of Privacy Practices. The Notice of Privacy Practices explains how Company may use and disclose confidential health information that identifies me (or the patient receiving health care services). I consent to let Company use and disclose health information about me (or the patient receiving health care services) as described in the Notice of Privacy Practices. In doing so I consent to the release of my (or the patient's) health information and financial account information to all third-party payers and/or their agents that are identified by Company, its billing agents, collection agents, attorneys, consultants, and/or other agents that represent Company or provide assistance to Company for the purposes of securing payment from all parties who are potentially liable for payment for my (or the patient receiving health care services) health care, including for substance abuse, psychiatric care, or HIV, if applicable. I can revoke my consent in writing at any time except to the extent that Company has already relied on my consent.

- **Notice Regarding Test Costs:** I understand that a provider may order certain tests in follow up to my telemedicine visit. The cost of such testing is in addition to the fees charged for the telemedicine visit, and I will receive a bill directly from the performing laboratory. I understand that such testing may or may not be covered by my insurance plan (whether such plan is provided by Medicare, Medicaid or a private insurer). I will be responsible for the costs of any testing which is not paid for by my insurance plan.

- I understand that telemedicine may involve electronic communication of my personal medical information to medical practitioners who may be located in other areas, including out of state or from Company to me. I consent to receive secure email and/or other electronic communications that may contain my protected health information from Company.

MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Ohio without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole Agreement between you and Company relating to your use and our provision of the Service and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or Company. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by Company of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns.

Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by the parties.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

GEOGRAPHIC RESTRICTIONS

I hereby certify that I am located in my current location (indicate on next page). I acknowledge that my ability to access and use these services is conditional upon the truthfulness of the certifications I make at the time of accessing a Provider, and that the Providers I access are relying upon this certification in order to interact with me.

AGE REQUIREMENTS

I hereby certify that I am at least 18 years of age and am qualified under the laws of my state to make medical decisions on my own behalf. I acknowledge that my ability to access and use the Company's MyConsult® system and information is conditional upon the truthfulness of my certification of age.