

CCAW JV, LLC's  
Website Terms of Use

Last Revised: 05.05.22

The website located at <https://globalvso.io>, (the "Website") is published, owned, and operated by CCAW JV, LLC d/b/a The Clinic by Cleveland Clinic, its affiliates and related entities (the "Company," "we," "us," and "our"). These Terms of Use (the "Terms") govern your access to and use of the Website and any related data, accounts, profiles, forms, and all other content provided therein for the purposes of providing educational virtual second opinion services through the Website (the "Service(s)").

By accessing, browsing, submitting information to and/or using the Website, you agree and acknowledge on your own behalf as a registered user (i.e., visitor, participant, Provider, or proxy or administrator of the same) (referred to throughout the Terms as "you") that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives of the United States. If you do not agree to the Terms, please do not use the Website.

**General Disclaimer.**

**DO NOT USE THIS WEBSITE FOR EMERGENCY MEDICAL NEEDS.**

This Website and the Services are intended as convenience tools and the data collected to provide the Services does not replace the medical advice of the healthcare 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 healthcare professional, is general, educational information only.

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

You hereby certify that you are physically located in the country/territory you choose/have chosen as your current location. You acknowledge that your ability to access and use the Services 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 the Company, its third-party technology platform provider and the Providers you interact with from any resulting damages, costs or claims.

## **1. Purpose of the Website and Telemedicine Overview.**

The Website and Services are provided for telemedicine purposes. Telemedicine, in this case, involves the use of electronic communications to enable healthcare providers at sites remote from participants to provide the Services. Healthcare providers may include, but are not necessarily limited to, primary healthcare practitioners, specialists, and/or subspecialists (“Providers”). Your Personal Information may be used for review of the data collected and provision of the Service. Provision of the Service may include live two-way audio and video and other materials (e.g., medical records, data from medical devices, etc.).

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

A second opinion summary will be provided to the participant or their legal representative at the end of the Service which may be kept for the participant's records and may be shared with other Providers for treatment purposes or as otherwise permitted or required by law.

Any information you provide or that is collected by the Company through the Website shall be handled in accordance with the Website’s Privacy Policy, which is hereby incorporated by reference.

There are potential risks associated with the use of telemedicine. The Company believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:

- Delays in the provision of the Services may occur due to deficiencies or failures of the equipment.
- Security protocols could fail, causing a breach of privacy of individually identifiable health information.

**HIPAA.** I understand that the laws that protect privacy and the confidentiality of individually identifiable health information, such as the Health Insurance Portability and Accountability Act (“HIPAA”) may also apply to telemedicine and may apply to certain aspects of the Services. However, I understand that not all information I provide or use on the Website or Services is protected by HIPAA. Regardless, I understand that all Personal Information (as defined in the Website Privacy Policy) will be processed in accordance with the posted Website Privacy Policy.

Should I engage the Services, I acknowledge that I will receive and will review the Company’s, Notice of Privacy Practices (“NPP”) which explains how the Company may use and disclose individually identifiable health information for treatment, payment, and healthcare operations.

## **2. Website Content.**

Other than information you receive directly from Providers, the content on the Website should not be considered medical advice. You should always talk to an appropriately qualified healthcare 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, the Company does not recommend or endorse any specific tests, medications, products or procedures.

## **3. Use of the Website and Services.**

The Company, through its third-party technology platform provider, grants you a limited, revocable, non-transferable and non-exclusive right to access and use the Website and the software, network facilities, content, and documentation herein (collectively, the "Content") solely for the extent necessary to access and use the Services. Your right to access and use the Website shall be limited to non-commercial purposes unless you are otherwise expressly authorized by the Company in writing to use the Website for commercial purposes. You agree to use the Website and Services only for lawful purposes, comply with all rules governing any transactions on and through the Website and comply with applicable laws.

## **4. User Account Responsibility.**

If you are given or create a password to access the Website, you are responsible for maintaining the confidentiality of your account and your password. You are responsible for all activities that occur under your account and you agree to notify the Company immediately of any unauthorized use of your account. The Company is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

## **5. Prohibited Uses.**

You agree that you will not:

- Modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party to do so, whether directly or indirectly;
- Transfer, distribute, sell, lease, rent, disclose or provide access to the Services to any third party or use the Service to provide service bureau, time sharing or other services to third parties;
- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of it;
- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with the Company or the Website or Services;
- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by the Company;

- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, bots, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

## **6. Notice and Consent to Receipt of Text (SMS) Messaging and Phone Calls.**

You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from the Company, its affiliates and related entities as well as third parties. Such messaging may be used to authenticate your identity or mobile device, as well as provide you informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to the Company, you knowingly consent to such communications from the Company or for the Company to use your cell phone number or mobile device number in accordance with the Company's Privacy Policy. In providing your number and accepting these Terms, you represent that you have the authority to agree to receive text messages at the telephone number that you provide to the Company, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time by following instructions from the Company and as described in the Privacy Policy.

Not all mobile devices or handsets may be supported by this service. The Company and any mobile carriers are not liable for delayed or undelivered messages. Message and data rates may apply to any text messages. Message frequency depends on the nature of your request. You hereby agree to be responsible for all costs, charges and fees you incur from your service or device provider as a result of choosing to receive such messages from the Company.

## **7. Third-party Sites.**

The Website may contain links to websites controlled or operated by persons and companies other than the Company ("Linked Sites"). Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are

solely responsible for any dealings with third parties who support the Company or are identified in the Website, including any delivery of and payment for goods and services.

## **8. Third-party Applications.**

You acknowledge that your access and use of any third-party applications or software on our Website and Content (the "Third-party Applications") is at your discretion and risk, and the Company has no liability to you arising from your use of the Third-party Applications. The Company hereby disclaims any representation, warranty, or guaranty regarding the Third-party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-party Applications, and you agree to indemnify and hold the Company harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third-party Applications.

## **9. Intellectual Property Notices.**

The Website and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. 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, except as otherwise authorized under these terms. All software and accompanying documentation made available for download from the Service is the copyrighted work of the Company or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Website. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, the Company or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

## **10. 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, THE COMPANY, ITS THIRD-PARTY

TECHNOLOGY PLATFORM PROVIDER, AND EACH 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, THE 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 THE 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. THE 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.

#### **11. 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 THE COMPANY, ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER OR SUPPLIER, ANY 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 THE COMPANY, ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER OR SUPPLIERS, ANY 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 THE COMPANY, ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER, SUPPLIERS, 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 THE 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 THE SERVICE, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE. THE COMPANY IS THE PARTY PROVIDING THE TELEMEDICINE SERVICE.

## **12. Remote Consultation Services and Limitation of Liability.**

The consulting services provided through the Company Services are considered educational virtual second opinion services and are different from the diagnostic services provided by a traditional in-person encounter with a healthcare provider. The Providers providing these 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 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 Provider's understanding and opinion.

TO REDUCE THE RISK TO YOU OF THIS LIMITATION, THE COMPANY STRONGLY ENCOURAGES YOU TO DISCUSS THE RESULTS OF YOUR CONSULTATION WITH YOUR HEALTHCARE PROVIDER. BY REQUESTING AN EDUCATIONAL VIRTUAL SECOND OPINION THROUGH THE SERVICES, 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 YOUR HEALTHCARE PROVIDER;
- THE 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 PROVIDER'S OPINION ABOUT YOUR CONDITION, DISEASE, OR INJURY;
- THIS SERVICE DOES NOT INCLUDE ANY EMERGENCY CARE YOU MAY REQUIRE.
- 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.
- THE COMPANY 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.

### **13. Indemnity.**

Without limiting the generality or effect of other provisions of the Terms, as a condition of use, you agree to indemnify, hold harmless, and defend the 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 these Terms.

### **14. Termination and Restriction of Access.**

In its sole discretion, the Company or its third-party technology platform provider, if directed by the Company, may terminate or suspend your access to the Website for any reason or no reason at all. The Company reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice. The Company also reserves the right to delete or change any username or password at any time, for any reason or for no reason at all. The Company shall not be liable for any losses or damages arising from any such termination of service.

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

Subject to any applicable law, any cause of action or claim you may have arising out of or relating to these Terms or the Website or Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

#### **16. Governing Law & Jurisdiction.**

These Terms are governed by the laws of the State of Ohio, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Cleveland, Ohio, U.S.A. in all disputes arising out of or relating to the use of the Website.

#### **17. Changes to these Terms of Use.**

The Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. The effective date of any Terms will be reflected in the "Last Revised" entry at the top of these Terms. Your continued use of the Website after any such change is communicated shall constitute your consent to such change(s).

#### **18. General.**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, in whole or in part, at any time. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Website Privacy Policy, NPP, and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. A printed version of these Terms and of any notices 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.

**19. Company Contact Information.**

Questions can be directed to the Company at: [vso@theclinic.io](mailto:vso@theclinic.io).

## **Participant 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 Educational Virtual Second Opinion Services:** I am requesting that educational virtual second opinion services (the "Service(s)") be provided to me (or my minor child or the participant receiving the Services) through the Company. I voluntarily consent to all Services that the healthcare providers at the Company consider to be necessary for me (or the participant receiving the Services). Such healthcare providers may include, but are not necessarily limited to, primary healthcare practitioners, specialists, and/or subspecialists ("Providers").

I understand that the Company is providing the Service by remote telehealth technology. Such telehealth services involve a 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 my case is suitable for the Services, given applicable regulatory or operational considerations, and I understand there is no guarantee of acceptance of my case. Further, I understand that the Service is limited to a consultation only, and that my medical care and treatment remains with my healthcare provider.

### **Financial Responsibility:**

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

(a)(ii). Subject to applicable law and in consideration of all Services rendered or about to be rendered to me (or the below named participant), I agree to be financially responsible and obligated to pay the Company for the balances due; and

b. I authorize the Company and all Providers who have provided the Services 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:** The Company does not currently accept Medicare or Medicaid as payment for the Services. Additionally, it is important to keep in mind that, with respect to the recommendations made in your virtual second opinion report, Medicare and other commercial insurance plans do not pay for everything that you or your healthcare provider have good reason to think you need. As such, the treatment

plan recommended in your virtual second opinion report may not be covered by the responsible third-party payer.

**WHAT YOU NEED TO DO NOW:** Read this Participant Acknowledgement and Consent and Advance Notice of Non-coverage so you can make an informed decision about your treatment plan and ask your healthcare provider any questions that you may have after you receive your virtual second opinion report.

If you have any other question on commercial insurance billing or other third-party coverage, call your commercial insurance company or third-party payer.

By providing your payment information, you are choosing to receive this educational virtual second opinion.

**Assignment of Benefits/ Third-Party Payers:** In consideration of the Services rendered or about to be rendered to me (or the participant receiving the Services), I hereby assign to the 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 the Company's regular and customary charges for the 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 the 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.

**Uses and Disclosures of Personally Identifiable Health Information:** I understand that not all information I share on the Company's Website is subject to legal protection under the Health Insurance Portability and Accountability Act ("HIPAA"). I have reviewed the Company's [Website Privacy Policy](#) and, in engaging the Company's Services, I have received the Company's [Notice of Privacy Practices](#) ("NPP"). The NPP explains my rights under HIPAA and how the Company may use and disclose personally identifiable health information that identifies me (or the participant receiving the Services). I consent to let the Company use and disclose personally identifiable health information about me (or the participant receiving the Services) as described in the Company's NPP, as applicable.

In doing so I consent to the release of my (or the participant's) personally identifiable health information and financial account information to all third-party payers and/or their agents that are identified by the Company, its billing agents, collection agents, attorneys, consultants, and/or other agents that represent the Company or provide

assistance to the Company for the purposes of securing payment from all parties who are potentially liable for payment for my (or the participant receiving the Services) Services. I can revoke my consent in writing at any time except to the extent that the Company has already relied on my consent.

**Uses and Disclosures of Personally Identifiable Health Information for**

**International Participants:** Under applicable international data protection laws, including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, or “GDPR”), international participants are afforded specific rights with respect to their Personal Information, or “personal data” as defined under the GDPR. Article 7 of the GDPR explicitly provides conditions of consent for the processing of personal data. For the purposes of this Acknowledgment, the Company operates as a data controller. Any personal data (including personally identifiable health information) collected from you is processed in the United States in accordance with the terms of the Website Privacy Policy.

**Consent.** I understand that as an international participant I have certain rights with respect to my personal data under applicable data protection laws. I also understand that the Company is providing me notice of these rights. I have reviewed the Company’s [Website Privacy Policy](#) and, in engaging the Company’s Services, I have received the Company’s [NPP](#). The NPP explains my rights under HIPAA and how the Company may use and disclose personally identifiable health information that identifies me (or the participant receiving the Services). By acknowledging this form, I freely consent to let the Company use and disclose personally identifiable health information about me (or the participant receiving the Services) as described in the Company’s NPP, as applicable.

**Withdraw Consent.** At any time, I may withdraw my consent to the processing of my personally identifiable health information by notifying the Company via email at [vso@theclinic.io](mailto:vso@theclinic.io) using the same email address associated with my Website account, with the words “WITHDRAW CONSENT” in the email subject line.

The Data Controllers are:

NAME: The Clinic by Cleveland Clinic

ADDRESS: 10000 Cedar Ave, Cleveland, Ohio 44106

EMAIL ADDRESS: [vso@theclinic.io](mailto:vso@theclinic.io)

**Notice Regarding Test Costs:** I understand that my virtual second opinion report may recommend that additional testing be performed. Such tests will not be ordered as part of the provision of the Services. After you receive your virtual second opinion report, your healthcare provider, or another provider of your choosing, may order certain tests recommended in the virtual second opinion report. I understand that the cost of such

testing is separate and distinct from, and in addition to, the cost of the Services paid to the Company, 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. 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 personally identifiable health information to medical practitioners who may be located in other areas, including out of state, country, or other jurisdiction, or from the Company to me. I consent to receive secure email and/or other electronic communications that may contain my protected health information from the Company.