

## **TERMS OF SERVICE (“ToS”)**

THE FOLLOWING TERMS AND CONDITIONS (hereinafter the “*Terms of Service*” OR “*ToS*”) WILL BE LEGALLY BINDING UPON YOU (hereinafter “You” or “Your”) IF YOU CHOOSE TO CONTINUE BEYOND THIS SCREEN TO SEEK TELEMEDICINE MEDICAL CARE FROM THE INDEPENDENT MEDICAL PROVIDERS PROVIDING MEDICAL SERVICES THROUGH THE RELYMD NETWORK (the “RelyMD Network”), WHICH IS MAINTAINED AND OPERATED BY RELYMD, LLC OR ANY OF ITS AFFILIATES OR SUBSIDIARIES (hereinafter “RelyMD,” “Our,” “Us” or “We”). TO THE EXTENT THAT THERE ARE CAPITALIZED TERMS OR PHRASES USED HEREIN WHICH ARE NOT OTHERWISE DEFINED BELOW, PLEASE REFER TO THE DEFINITIONS MAINTAINED AT <https://relymd.com/agreements/>

### **1.0 INTRODUCTORY TERMS**

You acknowledge and agree that these *Terms of Service*, together with Our *Informed Consent and Privacy Policy*, shall govern Your access to and use of the Services. Any conflicts between these *Terms of Service* and Our *Informed Consent and Privacy Policy* shall be controlled first by the language contained within these *Terms of Service*.

**1.01 | Accuracy of Contact Information.** At all times that You seek Services from the RelyMD Network You shall provide accurate, current and complete about Your legal name, address, email address, and phone number (the “Contact Information”), and maintain and promptly update the Contact information if any of the Contact Information should change.

**1.02 | User Names: Passwords, Access and Notification.** You cannot share Your login rights to the RelyMD Platform with any other individual, unless that Individual is accessing the RelyMD Network with Your express permission and for Your benefit. You shall use reasonable efforts to prevent unauthorized access to or use of the RelyMD Platform or Services and shall promptly notify Us of any unauthorized access to or use of the RelyMD Platform or Services, as well as of any loss, theft or unauthorized use of the User Name and/or Password associated with You and Your use of the RelyMD Platform.

**1.03 | General Restrictions.** You promise that You will not send any Electronic Communication from or through the RelyMD Platform that is unlawful, harassing, libelous, defamatory or threatening. You promise that You will be responsible for all activities conducted under Your User Name and Password. You promise that You will not access or use the RelyMD Platform: (i) to circumvent or exceed account limitations or requirements of the Services; or, (ii) to obtain unauthorized access to the RelyMD Platform (including without limitation permitting access to or use of the Services via another system or tool); or, (c) in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; or, (iv) to publish, post, upload or otherwise transmit Customer Data that contains any viruses, trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another, including, but not limited to the RelyMD Platform. You shall comply with all applicable local, state, federal, and

foreign laws, treaties, regulations, and conventions in connection with Your use of the RelyMD Platform or Services, including without limitation, those related to privacy, electronic communications and anti-spam legislation. You agree not to access the RelyMD Platform by any means other than through the interfaces that We provide to You.

**1.04 | Third-Party Application(s).** We may offer Third-Party Applications for use directly within the RelyMD Platform in conjunction with the Services. We do not warrant, either expressly or implicitly, any Third-Party Applications, and any use of a Third-Party Application is Your risk to bear.

**1.05 | Data Security.** We shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Your Data as further described within Our *Informed Consent and Privacy Policy*.

**1.06 | Confidentiality.** We agree to use the same degree of care that We use to protect the confidentiality of Our own Confidential Information of like kind (at all times exercising a reasonable degree of care in the protection of such Confidential Information) not to use or disclose Your Confidential Information except to the extent necessary to perform its obligations or exercise rights under any Agreement or as directed by law. However, in the event that You input Confidential Information such as credit card information or social security numbers in fields within the RelyMD Platform which are not otherwise designated for such data, We cannot assure the protection of this information, and You agree and acknowledge that any representations by Us about the confidentiality or security of this data are rendered null and void. Nothing in these Terms of Service will prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or regulation, order of a court or other governmental authority or regulation, or at Our reasonable discretion upon advice of Our legal counsel.

**1.07 | Ownership of Your Data.** All title and intellectual property rights in and to the Your Patient Data is owned exclusively by You, subject to the terms of the *Informed Consent and Privacy Policy*.

**1.08 | Our Intellectual Property Rights.** All rights, title and interest in and to the RelyMD Platform or the Services provided in conjunction therewith (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the RelyMD Platform provided or developed by Us) are owned exclusively by Us or Our licensors. The rights granted to You herein do not convey any ownership rights in the RelyMD Platform, express or implied, or ownership in any of the Services, or any intellectual property rights thereto. Our service marks, logos and product and service names (hereinafter, the "RelyMD Marks") are Our property. You are not permitted to use the RelyMD Marks without the prior written consent of Our authorized representative.

**1.09 | Dispute Resolution.** You agree to maintain the confidential nature of all disputes and disagreements that You may have with Us, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. You agree that in the event that You have a dispute or

disagreement with Us, and before You seek mediation, arbitration, or any other form of legal relief, You shall provide written notice (the "Notice," which must be sent to Us by email to [legal@relymd.com](mailto:legal@relymd.com)) to Us setting forth specific details of Your complaint. Upon receipt of the Notice, We shall have the right to schedule at least one (1) meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve Your complaint. Any and all disputes, claims or controversies arising out of or relating to these *Terms of Service* or *Our Informed Consent and Privacy Policy* shall be submitted to JAMS (formerly known as the "Judicial Arbitration and Mediation Services, Inc.") for mediation before arbitration or any other form of legal relief may be instituted. Mediation may be commenced by Our providing JAMS a written request for mediation setting forth the subject of the dispute and the relief requested. You agree to cooperate with JAMS in selecting a single mediator and scheduling a mediation, which should take place within forty-five (45) days following Our receipt of the Notice. You agree that You will participate in the mediation in good faith and share equally in its costs. The mediation shall take place either in Durham, North Carolina, or at a forum located in Durham County, North Carolina.

## **2.0 | DISCLAIMER OF WARRANTIES**

WE DO NOT REPRESENT THAT YOUR USE OF THE RELYMD PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, THAT THE RELYMD PLATFORM OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT ALL ERRORS IN THE RELYMD PLATFORM AND/OR DOCUMENTATION RELATED THERETO, IF ANY, WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE RELYMD PLATFORM AVAILABLE (INCLUDING BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, OR ANY LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE RELYMD PLATFORM IS PROVIDED TO YOU ON AN "AS-IS/WHERE-IS" AND "AS-AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES NOT OTHERWISE SET FORTH HEREIN, IF ANY. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE RELYMD PLATFORM, THE INFORMATION GENERATED THEREBY OR THROUGH THE USE THEREOF IS, OR THE SERVICES PROVIDED THEREUPON ARE, ACCURATE OR SUFFICIENT FOR YOUR PURPOSES.

## **3.0 | LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE TO ANY PARTY FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THESE *TERMS OF SERVICE*, THE *INFORMED CONSENT AND PRIVACY NOTICE*, AND/OR ANY OTHER IMPLIED OR EXPRESS AGREEMENT (WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE FOLLOWING PARAGRAPH.

OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT OR ANY LICENSE, USE OR OTHER DEPLOYMENT OF THE RELYMD PLATFORM OR ANY SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF CONFIDENTIALITY, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE, SHALL BE NO GREATER ONE THOUSAND DOLLARS (\$1,000). NOTWITHSTANDING THE PREVIOUS SENTENCE, WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR YOUR OR THE OTHER PARTY'S FAILURE TO COMPLY WITH THESE *TERMS OF SERVICE*, WITH THE TERMS OF THE *INFORMED CONSENT AND PRIVACY NOTICE*, OR WITH THE TERMS OF ANY OTHER IMPLIED OR EXPRESS AGREEMENT.

**4.0 | INDEMNIFICATION** You shall not be entitled to indemnification by Us under any circumstance.

**5.0 | INSURANCE** We will maintain such insurance coverage as is reasonably necessary to support Our obligations hereunder.

**6.0 | CHANGE TO TERMS OF SERVICE**. If We make a material change to these Terms of Service, or to any related URL Terms, We will attempt to make a general announcement on Our website. If the change has a material adverse impact on You and You do not agree to the change, You must so notify Us in writing via an email sent to [legal@relymd.com](mailto:legal@relymd.com) within ten (10) days after receiving notice of the change. If You access the RelyMD Network or obtain Services after any change to these *Terms of Service*, You shall be deemed to have consented to the revised Terms of Service

**END OF THE *TERMS OF SERVICE***