

24/7 PHYSICIAN ON CALL, LLC

December 18, 2017

TERMS AND CONDITIONS

Welcome to the 24/7 PHYSICIAN ON CALL, LLC ("24/7 POC") Web site (the "Site"). 24/7 POC provides online health-related services by arranging for smartphone (video-telephone) medical consultations and secure web-based consultations with a licensed physician, arranging for electronic medical record storage by the physician, providing certain on-line health-related information, arranging for a prescription service by the physician and offering certain other related products, services, which may include health & wellness newsletters, tracking the data from remote monitoring devices of such chronic conditions as diabetes or hypertension (collectively, the "Services"). As used in these Terms and Conditions, references to "24/7 POC" means and includes 24/7 POC, its parent, subsidiaries and affiliated entities. As used in these Terms and Conditions "you" or "your" means you, your dependent(s), if any, and any other person accessing your 24/7 POC account. These Terms and Conditions apply to your use of the Site and, to the extent referenced, to your registration for, subscription to, and use of 24/7 POC Services. 24/7 POC SERVICES DO NOT INCLUDE THE PROVISION OF MEDICAL CARE BY 24/7 POC. HOWEVER, SERVICES INCLUDE 24/7 POC FACILITATING BY A USER, OR MEMBER, TO ACCESS LICENSED PHYSICIANS THAT AGREE TO CONSULT WITH PATIENTS. ACCESS TO THESE HEALTHCARE PROVIDERS IS THROUGH AFFILIATES OF 24/7 POC, THAT PROVIDE COMMUNICATIONS ACCESS TO PHYSICIANS, LICENSED IN THE STATE WHERE YOU, THE USER, ARE PHYSICALLY LOCATED, AT THE TIME OF THE CONSULTATION. 24/7 POC ARRANGES FOR, AND FACILITATES, THE PROVISION OF MEDICAL CARE; HOWEVER, 24/7 POC DOES NOT PROVIDE MEDICAL CARE.

A. Intellectual Property

24/7 POC hereby grants you a limited, revocable, non-transferable and non-exclusive license limited solely to viewing or downloading a single copy of the material on the Site and to use the 24/7 POC software to the extent necessary to use 24/7 POC Services solely for your personal use. With the exception of your Electronic Medical Records, 24/7 POC retains all right, title and interest in, and to 24/7 POC, the Services and any Information, products, documentation, software or other materials on the Site. 24/7 POC retains all right, title and interest in, 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 24/7 POC, and 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 of 24/7 POC, or if licensed by 24/7 POC, the license provider. By accepting these terms and conditions, you agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate such information to anyone. Use, reproduction, copying, or redistribution of 24/7 POC's trademarks, service marks and logos is strictly prohibited without the prior written permission of 24/7 POC. The immediately foregoing 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 24/7 POC or the third-party owner of such trademarks, service



marks and logos. The Site may contain other proprietary notices and copyright information, the terms of which you must and agree to follow.

B. Notices and How to Contact Us

24/7 POC may provide notice to you via the e-mail address you provided during registration, by a general notice on the Site, or by written communication delivered by first class U. S. Postal Service, or express courier to your address on record in the 24/7 POC account information. You may give notice to 24/7 POC at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to 24/7 POC Member Support, at 129 East 13800 South Suite # 106 Draper, UTAH 84020. Specific questions and comments should be directed to the appropriate department via our "Contact Us" page.

C. Eligibility to Register on the Site, Subscribe to the Services and Use this Site and/or the Services.

You represent that you are of legal age and you agree to the terms and conditions set forth in these Terms and Conditions, OR you are at least 13 years of age and have the permission of your parent(s)' or legal guardian(s)' permission to access and use this Site, to register on the Site, to enroll for the Services of this site, and/or to use the Services offered via this site. Some Services, including, without limitation, access to an 24/7 POC Doctor's consultation, are not intended to be used by, and are not directed to, anyone less than 18 years of age. If you register for, enroll for, purchase and/or use 24/7 POC services, you represent you are at least 18 years of age. You represent that if you are acting on behalf of an entity, you have the authority to bind such entity.

You also represent that you are not a person barred from enrolling for, and/or receiving, 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 24/7 POC Services is limited to users in the United States. However, recognizing the global nature of the Internet, it may be possible to access and/or use the Site and/or the Services outside of the United States. In the event of such access and/or use, you agree to comply with all local rules regarding online conduct and transmission of information, including, without limitation, all applicable laws regarding the transmission of technical data exported from the United States or any other jurisdiction, and you acknowledge that 24/7 POC makes no representation or warranty that we, any of the Services, or any information on the Site or transmitted via a Service is lawful in any jurisdiction outside the United States.

To register on the 24/7 PHYSICIAN ON CALL Site, to subscribe to 24/7 POC Services and to use the 24/7 POC Site and 24/7 POC Services, you agree: (i) to comply with these Terms and Conditions, (ii) acknowledge the Privacy Policy of 24/7 POC as posted on the 24/7 POC website, (iii) to fully, accurately and truthfully complete the registration profile, using valid information that includes, but is not limited to, your name, mailing address, phone number and email address ("Personal Contact Information", PID), (iv) to fully and accurately complete any and all other items requested or required when you use the Site or the Services, (v) to set your Internet browser to accept "cookies" from the Site, and (vi) that by registering on the Site, subscribing to the Services and/or using the Site or the Services you are agreeing to *opt-in* to the receipt of communications, such as newsletters and offers, by mail or email from 24/7 POC. If you do not wish to receive such communications, you may opt-out at any time. See "CAN-SPAM ACT Compliance," below.

- You consent to: (i) 24/7 POC's disclosure of your Personal Contact Information with agents and employees of 24/7 POC and for any other reason as described in our Privacy Notice; and (ii) the use of "cookies."

- In order to determine your compliance with these Terms and Conditions and the Notice of Privacy Practices (the “Privacy Notice”) we reserve the right to monitor your access to and use of the Site and the Services. 24/7 POC may, in its sole discretion, refuse to accept your registration or subscription due to non-compliance with any eligibility or subscription requirement.
- Use of the Site and Services - **NOT FOR EMERGENCIES.** The 24/7 POC Site and Services are not for use for medical emergencies or urgent situations. **IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY.**

D. Limitations on Use.

You agree not to: (i) access the Site or use the Services in an 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 (x) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (y) contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damages, 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) impersonates or misrepresents your identity or falsely states or misrepresents 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) or attempt to reverse engineer, 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, or (vii) to have anti-virus and/or anti-spyware software running that is set to override the Internet browser’s cookie settings.

You agree that any Information you provide or use on the Site, and your use of the Site or the Services, will not infringe on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties. 24/7 POC may delete any Information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

E. Your Account.

You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your password. You agree to prohibit anyone else from using your password and to immediately notify 24/7 POC in writing of any unauthorized use of your password or other security concerns of which you become aware.

F. Electronic Medical Record

24/7 POC creates an Electronic Medical Record (“Electronic Medical Record”) specifically for you to store and access your personal health information online, including health conditions, allergies and medications, as well as for providing a licensed physician who uses 24/7 POC to facilitate the conduct of a consultation with you in accordance with his or her obligations under applicable state and federal law with regard to creating and maintaining your medical record(s). Information provided to a physician as



part of a smartphone, or telephony-based medical consultation or secure email or web-based medical consultation becomes part of the 24/7 POC Electronic Medical Record established specifically for you, and is subject to applicable state and federal law. You agree to provide accurate and complete information for your Electronic Medical Record, to periodically review such information, and to update information that you provide as needed, which might include allergies, medical conditions, by example. For additional information regarding use of your Electronic Medical Record, please see the Privacy Notice posted on this website. It is your responsibility to confirm any third-party information in your Electronic Medical Record. PLEASE NOTE THAT IT IS SOLELY YOUR PHYSICIAN'S OBLIGATION TO USE AND DISCLOSE THE INFORMATION INCLUDED IN YOUR MEDICAL RECORD IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW, INCLUDING, WITHOUT LIMITATION, OBTAINING ANY CONSENTS OR AUTHORIZATIONS THAT MAY BE REQUIRED FOR YOUR INFORMATION TO BE SHARED WITH OTHER PARTICIPATING PHYSICIANS OR HEALTHCARE INSTITUTIONS.

G. Operation and Record Retention

24/7 POC reserves complete and sole discretion with respect to the operation of the Site and the Services. 24/7 POC may, among other things, withdraw, suspend or discontinue any functionality or feature of the Site or the Services. 24/7 POC is not responsible for transmission errors or corruption or compromise of Information carried over local or interchange telecommunication carriers. 24/7 POC is not responsible for maintaining Information arising from an individual's use of the Site or in respect of the Services. 24/7 POC reserves the right to maintain, delete or destroy all communications and Information posted or uploaded to the Services pursuant to its internal record retention, archiving, and/or destruction policies. Notwithstanding the foregoing, 24/7 POC archives all Personal Information, and Electronic Medical Records, associated with usage of 24/7 POC site and 24/7 POC services for Seven (7) years.

H. FRAUD

24/7 POC may contact you by telephone, mail or email to verify your Personal Contact Information. 24/7 POC reserves the right to request further information from you and you agree to provide such further information, to ensure you have not fraudulently completed your registration on the Site or subscription to the Services. If you do not provide this information to 24/7 POC and in the manner requested within fourteen (14) days of such request, 24/7 POC may reject your registration and subscription or suspend your registration and subscription until you satisfactorily comply with 24/7 POC's information request.

I. Payment. You agree to timely (or immediately, if required) pay 24/7 POC all amounts due and owing pursuant to the plan for the Services to which you subscribe and for all other fees that may be charged in connection with your use of the Services or upon registration. You may be asked to provide a valid credit card number to make a payment or recurring payments.

J. Secure Purchases

Please review the Privacy Notice to see what measures 24/7 POC takes to enhance the security of your payment and purchase experience on the Site.

K. Upgrades and Downgrades. You may upgrade or downgrade the level of the Services to which you are subscribing at any time by following the instructions on the Site. The upgrade or downgrade



shall take effect no later than the date of your next full billing cycle; provided that, 24/7 POC is in receipt of a valid credit card number.

Refunds

24/7 POC may provide refunds as determined in its sole and absolute discretion.

L. Subscriptions through Third Parties, Such as Employer.

Your Payment Obligation. If your subscription is being paid for by a third party and that third-party ceases to, or at any time is no longer obligated to, pay for your subscription or any other of your fees, you may continue your subscription to the Services; **provided, that**, you consent and arrange with 24/7 POC to pay 24/7 POC directly for the Services, adhering to the terms and conditions thereto. 24/7 POC may terminate your subscription and access to the Services unless or until you make such payment arrangements and commence payments.

M. Upgrades

If you have initially subscribed to the Services through a third party, such as your employer, you will be able to upgrade (but not downgrade) the level of the Services from the level offered to you through such third party. If you elect to upgrade your subscription to the Services to a higher level than subscribed for by such third party, then you may, and are solely responsible, for doing so either on the Site or by telephone 1.800.611.5601. You shall also be solely responsible for direct payment to 24/7 POC for any difference between the Services for which the third party has subscribed and for the upgraded Services for which you are electing to subscribe. To upgrade, you must provide a valid credit card number to 24/7 POC for the upgrade charges, which may be recurring. Any special group pricing the third party is receiving will be extended to you should you wish to upgrade or retain any additional services for so long as such third party is receiving special group pricing from 24/7 POC.

N. Prescription Program

Please note that only if you have accurately and fully completed the Medical History Assessment and a telephone medical consultation, in order to begin establishing a legal physician/patient relationship, may you be eligible to receive medications that have been prescribed and arranged for by a licensed physician utilizing 24/7 POC services to conduct a medical consultation with you—and only if allowed in the state from which your medical consultation is taking place.

Only when you have accurately and fully completed the Medical History Assessment and have had a telephone medical consultation, in compliance with state law governing the establishment of a legal physician/patient relationship, may you be eligible to get a prescription for medications, as determined by the participating physicians in their sole discretion and subject to their professional and legal obligations. Subscribers may be able to request medications during the telephone medical consultation and the consulting physician may prescribe certain medications for common conditions, if conditions warrant, if appropriate and/or legal. Medications can be called into a local pharmacy or delivered from the mail order pharmacy network. **NOTE:** No controlled medications are available through participating physicians. You agree that any prescriptions that you acquire from a physician shall 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.

O. CAN-SPAM ACT Compliance.

We are committed to being compliant with the “Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003” (“CAN-SPAM Act”), and e-mail newsletters and correspondence received from us are intended to fully comply with the CAN-SPAM Act. In the event you receive an e-mail from us which you do not believe is fully compliant with the CAN-SPAM Act, please contact us immediately at the address listed below under the section “Notices and How to Contact Us.” Type “unsubscribe” in e-mails you receive from 24/7 POC. NOTE: YOU CANNOT OPT-OUT FROM RECEIVING FURTHER COMMUNICATIONS FROM 24/7 POC If you wish to subscribe to our SERVICES. IF YOU OPT-OUT OR UNSUBSCRIBE WHILE SUBSCRIBED TO OUR SERVICES, YOU WILL BECOME INELIGIBLE FOR THE RECEIPT OF AND USE OF OUR SERVICES.

P. Third Party Web Sites

24/7 POC may provide links to third parties' Web sites. Further, if you click on a banner advertisement that appears on one of the pages of the Site, you may be transported to a third party's Web site and away from this Site. These Terms and Conditions and the 24/7 POC Privacy Notice apply to your relationship with 24/7 POC only and do not describe the terms and conditions, privacy policies or other policies of third parties with regard to (but without limitation) the collection, use and disclosure of personally identifiable information and personally identifiable health information. 24/7 POC is not responsible for the terms and conditions, privacy practices, accuracy, copyright compliance, legality, decency or any of the Information, products, services or any transmissions received by or through third parties. If you click on a banner advertisement or a link to a third party's Web site, you should review the privacy policy of the third party's web site to determine that third party's practices with regard to the collection, use and disclosure of personally identifiable information and personally identifiable health information. Any link on the Site to any third party's Web site does not imply an endorsement of the terms or privacy practices of any third party by 24/7 POC. Third parties are not authorized to make any representation or warranty on 24/7 POC's behalf. You agree that 24/7 POC has no liability, obligation or duty whatsoever for any third party's terms and conditions or privacy practices or any third party's Web sites and your use or misuse of them. If you wish to suspend e-mail or mail communications from third parties, you must contact them directly.

Q. Right to Change Terms and Conditions

24/7 POC may, at any time and from time to time, in its sole discretion, change these Terms and Conditions. Any changes to these Terms and Conditions will be effective immediately upon posting of the changed Terms and Conditions on the Site. You agree to review these Terms and Conditions periodically, and your use of the Site following any such change constitutes your agreement to follow and be bound by such changed Terms and Conditions.

R. Term and Termination

These Terms and Conditions shall commence upon the date you first access the Site. Either you or 24/7 POC may terminate these Terms and Conditions and your right to use the Services at any time in writing, with or without cause. These Terms and Conditions and the licenses granted hereunder shall terminate



without notice in the event you fail to comply with the terms and conditions of these Terms and Conditions, as revised from time to time. Upon any termination, you shall destroy all copies of 24/7 POC Information in your possession and cease any access to or use of the Services. If you terminate these Terms and Conditions and thereafter access the Site, you shall be subject to the Terms and Conditions posted on the Site at that time.

S. Legal Notices and Disclaimers.

1. Medical Disclaimers

24/7 POC makes no representation or warranty as to the content of any treatment response from any participating, licensed, physician. You and your physician are solely responsible for all information and/or communication sent during a telephone medical consultation, secure email consultation or other communication. 24/7 POC does not guarantee that a telephony-based medical consultation or secure email, or web-based, consultation is the appropriate course of treatment for your particular health care problem. You agree to contact your primary care physician immediately should your condition change or your symptoms worsen. If you require urgent care, you should contact your local emergency services immediately. 24/7 POC annually verifies the state licensing status for all participating physician providers. **NOTE: In order to create a physician/patient relationship THROUGH YOUR USE OF ANY OF THE SERVICES with a PARTICIPATING Physician, you must complete (i) a Medical History Assessment; and (ii) a “telephone medical consultation WHICH WILL BE SUBMITTED TO THE PARTICIPATING PHYSICIAN.”**

2. Content Disclaimers

You should not use Information found on this Site to replace a relationship with a physician or other healthcare professional and should not rely on the foregoing as professional medical advice. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition, and before starting, stopping or modifying any treatment or medication. In the case of a health emergency, seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of something you have or have not read on this Site.

3. NEITHER THE 24/7 POC WEBSITE NOR 24/7 POC PROVIDE MEDICAL ADVICE. THE PHYSICIANS FACILITATED BY 24/7 POC TO PROVIDE MEDICAL CONSULTATIONS ARE NOT EMPLOYEES OF 24/7 POC AND ARE DIRECTLY RESPONSIBLE FOR THE QUALITY AND APPROPRIATENESS OF THE CARE THEY RENDER DIRECTLY TO YOU. The Information and the Services provided on or through this Site are intended solely as a general educational aid and to assist you in finding a physician that, subject to his or her professional responsibilities, may or may not provide you with medical advice. The Information and Services are not medical or health care advice for any individual problem or a substitute for medical or other professional advice and services from a qualified health care provider assessing your condition in-person. ***The only way to create a physician/patient relationship with a participating physician is described in these Terms and Conditions. Your use of this Site does not create a physician-patient relationship.*** Nothing contained in this Site is intended to be used for medical diagnosis or treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by 24/7 POC. Information contained in this Site is compiled from a variety of sources and may or may not be considered authored by 24/7 POC. 24/7 POC makes no representation or warranty as to any such Information.

4. While 24/7 POC attempts to keep all the information on this site up-to-date, medical treatment and knowledge change quickly. This site should not be considered error-free or as a comprehensive source of all information on a particular topic. 24/7 POC makes no warranties or representations as to the accuracy of the information on the site, and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on this site. Your use of the 24/7 POC site is subject to the additional disclaimers and caveats that may appear throughout these Terms and Conditions and the site. You assume the entire risk of loss in using this site and information contained on the Site.

5. Features and specifications of products or services described or depicted on the site are subject to change at any time without notice.

6. Certain of the Information about health conditions on this Site is provided by third parties. These third parties have not reviewed and do not endorse any information, products, or services other than those clearly marked as being derived from those third parties. You are responsible for reviewing and complying with all terms and conditions, licenses, policies posted on or linked to and from this Site, so as to protect the copyright and licensing terms of those third parties.

7. General Disclaimers

A. YOU ACKNOWLEDGE THAT YOUR USE OR MISUSE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON OR PROVIDED THROUGH THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW 24/7 POC AND ITS MEMBERS, SHAREHOLDERS, DIRECTORS, MANAGERS, EMPLOYEES, OFFICERS, OFFICERS, CONTRACTORS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, 24/7 POC MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED HEREUNDER. WITHOUT LIMITATION OF THE FOREGOING, 24/7 POC SPECIFICALLY disclaims all liability for the ACTS OR OMISSIONS OF ANY PARTICIPATING PHYSICIANS PROVIDING MEDICAL CARE TO SUBSCRIBERS.

B. You acknowledge and agree that we are not responsible for (i) any printing, typographical or technological errors regardless of the matter, media, material or form thereof, (ii) electronic, human, equipment programming or other error, omission, interruption, defect or delay which may occur regardless of the matter, media, material or form thereof, (iii) incorrect, inaccurate, late, lost, stolen, illegible, incomplete or misdirected matters or information regardless of the matter, media, information or form thereof, (iv) technical failures of any kind, (v) inadvertent loss of information; and/or (vi) unauthorized human intervention in any part, material or process or otherwise.

C. 24/7 POC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION



MEDICATIONS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE SERVICES.

D. 24/7 POC does not endorse the promotions, products or services of any third parties. 24/7 POC does not warrant or validate the Information of any third party's advertisements, promotions, communications, or other materials. 24/7 POC does not assume any responsibility or liability for the accuracy of Information contained in the Site or as stated above under "Third Party Web Sites."

T. Limitation of Liability.

A. IN NO EVENT SHALL 24/7 POC BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) ONE MONTH'S (1 MONTH'S) SUBSCRIPTION RATE OF YOUR SUBSCRIPTION PLAN, OR (ii) IN THE EVENT NO SUBSCRIPTION PRICE WAS PAID OR REQUIRED, \$1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL 24/7 POC BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF THE SERVICES OR LOSS OF INFORMATION, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY SERVICE OFFERED OR PROVIDED THROUGH THIS SITE OR BY OTHER MEANS OR ANY INFORMATION OR PRODUCTS CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED OR SERVICES SUBSCRIBED TO ON THIS SITE OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF 24/7 POC IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS. YOU ACKNOWLEDGE AND AGREE THAT 24/7 POC'S aggregate liability to YOU for any damages, losses, fees, charges, expenses or liabilities and in circumstances where the FOREGOING LIMITATION is finally determined to be unavailable shall not exceed the SUBSCRIPTION PRICE PAID BY YOU FOR the one (1) month period prior to the time of the first occurrence of the subject damages, losses, fees, charges, expenses or liabilities.

B. Indemnification

You agree to defend, indemnify and hold harmless 24/7 POC and its 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 attorneys' fees (including appellate level) of any kind whatsoever arising, directly or indirectly, out of or in connection with (i) your use or misuse or of the Site or the Services or any Information posted on the Site, (ii) your subscription, (iii) your breach of the Terms and Conditions or the Privacy Notice, (iv) your relationship with any participating physician, (v) the content or subject matter of or any Information you provide to 24/7 POC, any of its Affiliates, any participating physician or Customer service agent, and/or (vi) any negligent or wrongful action or omission by you in the use or misuse of the Site or the Services or any Information posted on the Site, including, without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

U. Waiver

YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Force Majeure

Notwithstanding anything herein to the contrary, 24/7 POC shall not be liable for any losses arising out of the delay or interruption of its performance of any obligations due to any act of God, act of governmental authority, act of public enemy, war, riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond its reasonable control.

V. No Third-Party Rights

Unless expressly stated in these Terms and Conditions or in the Privacy Notice to the contrary, nothing herein or in the Privacy Notice is intended to confer any rights or remedies under or by reason of these Terms and Conditions or the Privacy Notice on any persons other than you, 24/7 POC and its Affiliates. Nothing in these Terms and Conditions and the Privacy Notice is intended to relieve or discharge the obligation or liability of any third persons to any of you, 24/7 POC or its Affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, 24/7 POC or its Affiliates.

W. Privacy

By accepting these Terms and Conditions, you consent to the collection, use and disclosure of your personally identifiable information and personally identifiable health information provided to us as outlined in the Privacy Notice, which is incorporated herein and made a part of these Terms and Conditions by reference. You may view the [Privacy Notice](#).

X. Entire Agreement; Headings and Construction; Severability

These Terms and Conditions and the Privacy Notice constitute the sole and only agreement of you and 24/7 POC and supersede any prior understandings or written or oral agreements between you and 24/7 POC with respect to their subject matter and constitute a complete and exclusive statement of the terms of the agreement between you and 24/7 POC with respect to their subject matter. The headings contained in these Terms and Conditions and the Privacy Notice are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of these Terms and Conditions and the Privacy Notice. The provisions of these Terms and Conditions and the Privacy Notice are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

- **Assignment and Waiver.** You may not assign, transfer or delegate these Terms and Conditions or the Privacy Notice or any part of them without 24/7 POC's prior written consent. 24/7 POC may freely transfer, assign or delegate all or any part of these Terms and Conditions and the Privacy Notice, and any rights and duties hereunder or thereunder. These Terms and Conditions and the Privacy Notice will



be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of these Terms and Conditions or the Privacy Notice, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Y. Governing Law and Jurisdiction and Venue

A. These Terms and Conditions and the Privacy Notice shall be governed by and construed in accordance with the laws of the District of Columbia, as amended from time to time, without regard to principles of conflicts of law. Any civil action or legal proceeding arising out of or relating pursuant to these Terms and Conditions or Privacy Notice shall be brought in the applicable Federal or State courts located in District of Columbia. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be affected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules. Any cause of action or claim you may have with respect to 24/7 POC must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable.

B. This Web site can be accessed from the United States and other countries worldwide. Since the laws of each State or country may differ, you agree that the statutes and laws of the District of Columbia, without regard to any principles of conflicts of law, will apply to all matters relating to your use of this Site. 24/7 POC makes no representation that Information or services provided on or through this Site are appropriate or available for use in other locations, and accessing them from territories where such Information is illegal is prohibited. If you choose to access the Site from other locations, you do so, on your own initiative and are responsible for compliance with local laws.

C. Enforcement Costs

If any civil action or other legal proceeding is brought for the enforcement of any of these Terms and Conditions or the Privacy Notice or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of any of these Terms and Conditions or the Privacy Notice, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including fees and costs associated with collecting such amounts).

D. WAIVER OF JURY TRIAL

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION, SUIT OR PROCEEDING, IN ANY COURT WITH RESPECT TO, IN CONJUNCTION WITH, OR ARISING OUT OF THESE TERMS AND CONDITIONS OR THE PRIVACY NOTICE OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, AND/OR PERFORMANCE OF ANY OF THE OBLIGATIONS OR SERVICES HEREUNDER OR THEREUNDER; PROVIDED, HOWEVER, THAT WITH RESPECT TO ANY COMPULSORY



COUNTERCLAIM (I.E., A CLAIM BY A PARTY HERETO AGAINST ANOTHER PARTY WHICH, IF NOT BROUGHT IN SUCH ACTION, WOULD RESULT IN THE FIRST PARTY BEING FOREVER BARRED FROM BRINGING SUCH CLAIM), A PARTY HERETO SHALL HAVE THE RIGHT TO RAISE SUCH COMPULSORY COUNTERCLAIM IN ANY SUCH LITIGATION, SUIT OR PROCEEDING, WHETHER OR NOT IT IS BEING TRIED BY A JURY.

END TERMS AND CONDITIONS

Contact Info

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