

## Terms of Service

Last Updated: Jan 1, 2021.

THESE TERMS AND CONDITIONS (THE “TERMS”) ARE A LEGAL CONTRACT BETWEEN ONLINE MD. (“ONLINE MD”, “WE” OR “US”) AND “YOU”. THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE SERVICES PROVIDED BY AND THE WEBSITE LOCATED AT THE URL [www.onlinemd.co](http://www.onlinemd.co) (AS WELL AS ALL ASSOCIATED SITES LINKED TO [www.onlinemd.co](http://www.onlinemd.co) BY Online MD, ITS SUBSIDIARIES AND AFFILIATED COMPANIES) (COLLECTIVELY, THE “SITE”). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO “SITE” INCLUDE ANY SOFTWARE THAT Online MD PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE SITE FROM A MOBILE DEVICE (A “MOBILE APPLICATION”). BY USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE.

### I. What We Do

Our services are provided through the Site (which may include Mobile Applications), which is a tele-health online solution that allows participating medical professionals and health care staff (“Healthcare Providers” or “Providers”) to communicate with their clients and patients (“Patients”) to provide health care services online and perform virtual house calls via a secure Internet connection (the “Services”). We are not a medical service provider, health insurance company, or licensed to sell health insurance.

The Services are not intended for use by health care providers and patients in connection with active patient monitoring so as to allow immediate clinical action or continuous monitoring by a health care provider or the patient.

USE OF OUR SERVICES IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 999 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM.

While the Services may provide access to certain general medical information, and also allow patients to communicate with health care providers, the Services we provide cannot and are not intended to provide medical advice. We advise seeking the advice of a physician or other qualified healthcare provider with any questions regarding personal health or medical conditions. Never disregard, avoid, or delay in obtaining medical advice from a doctor or other qualified healthcare provider because of something posted on the Site. If you have or suspect that you have a medical problem or condition, please contact a qualified healthcare professional immediately. THE CONTENT ON THE SITE IS NOT AND SHOULD NOT BE CONSIDERED MEDICAL ADVICE OR A SUBSTITUTE FOR INDIVIDUAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. YOU SHOULD ALWAYS TALK TO YOUR health care providers FOR DIAGNOSIS AND TREATMENT, INCLUDING INFORMATION REGARDING WHICH DRUGS, THERAPY, OR OTHER TREATMENT MAY BE APPROPRIATE FOR YOU. NONE OF THE INFORMATION ON THE SITE REPRESENTS OR WARRANTS THAT ANY PARTICULAR DRUG, THERAPY OR OTHER TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU. FURTHER, A HEALTH CARE PROVIDER’S ABILITY TO USE OUR SERVICES is not an endorsement or recommendation of that health care provider by Online MD.

To the extent medical advice is provided to you by a health care provider through the Services, such medical advice is based on your personal health data as provided by you to the health care provider and the local standards of care for your presenting symptoms, based on the information you provide. The medical advice provided by your healthcare provider is not under the control of Online MD, nor is it provided to or used by Online MD.

## II. Modifications

Online MD can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and by providing a notice on the Site. By using this Site after Online MD has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

Online MD may make changes to the Site or to the Services at any time, without notice. If you object to any changes to the Site or Services, your sole recourse will be to cease using them. Continued use of the Site or Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the Site and/or Services at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Site or the Services.

In addition, certain features of the Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

## III. Patient and Health Care Provider Responsibilities

If you are a Patient, you accept responsibility for yourself in the use of the Services. You acknowledge that your relationship for health care services is with your health care provider, and your obtaining services from the Healthcare Provider is solely at your own risk and you assume full responsibility for all risk associated therewith, to the extent permitted by law. By using the Service, you agree to not hold Online MD liable in any way for any malpractice or substandard treatment the Healthcare Provider may render.

We do not confirm the credentials of Healthcare Providers using our Services and do not validate that they are in good standing with their respective licensure board(s). It is the patient's responsibility to separately confirm that a healthcare Provider is in good standing with his or her respective licensing board(s).

If you are a Healthcare Provider, you accept responsibility for your Patients as well as yourself in the use of this Service. You are also responsible for the quality of the services you provide during your use of the Service and for complying with all applicable laws in connection with your use of the Service. For example, you are responsible for obtaining any and all Federal, State and local licenses and certifications which may be required to practice your profession when using this Service and maintaining malpractice and liability insurance in compliance with regulatory and local requirements.

You are also responsible for obtaining Patient consent if required by law and complying with any and all privacy laws applicable to the use of this Service with your patients, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Online MD has established reasonable safeguards and procedures to protect the security of patient information, but you must also take steps to protect your

privacy and confidentiality of your patients. You will be asked to enter a HIPAA business associate agreement with Online MD.

We make no representations regarding your ability to bill third-party payors for the services you provide using the Site. You are responsible for complying with all laws in billing for the services you provide.

#### IV. Privacy

In the course of accessing and/or using the Site and the Services, we may obtain information about you or you may be required to provide certain information to us. All uses of your information will be treated in accordance with our Privacy Policy, which forms an integral part of these Terms. If you use the Services and/or the Site, and/or if you register for an account, you are accepting our Privacy Policy, as may be amended from time to time. If you do not agree to have your information used in any of the ways described in the Privacy Policy, you must discontinue use of the Site and the Services.

#### V. General Provisions Regarding Use and Age Requirement

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "Minor"), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless Online MD if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Online MD or the Site.

Online MD provides content through the Site that is copyrighted and/or trademarked work of Online MD or Online MD's third-party licensors and suppliers or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, Online MD hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

#### VI. Visitors and Registered Users

As a visitor, you can view, visit and browse through the Site. You need not register with Online MD to simply visit and view the Site, to browse and see the partial, publicly accessible information in the Site.

However, in order to access the Services and Materials offered on and through the Site, you must register with Online MD for an account and receive a password. Registered Users can be Patients or Healthcare Providers. To be able to use and access the Services, Providers shall contract separately with Online MD, create a "Provider Account" and then invite Patients to join the Provider's Online MD practice.

##### (a) Password Restricted Areas of this Site

To register for an account with Online MD, you must submit the following information through the account registration page on the Site:

(i) Providers: Providers are required to provide certain Personal Information, and information about their practices, including: the Provider's name, date of birth, gender, address, email, mobile and work phone; the Healthcare Provider's practice name, address, phone number and fax number; and a user id and password. We may also collect certain optional information, including: middle name or initial, bank account or other payment information and other contact details, picture and communication preferences.

(ii) Patients: Patients are required to provide certain Personal Information, including: name, date of birth, gender, address, email, mobile and work phone, as well as a user id and password. Patients may also provide certain optional information, including middle name or initial, home phone and other contact info, pharmacy name and contact details, picture and communications preferences. In addition, the Patient can communicate other health-related information to the Healthcare Provider during a video consultation via the Online MD app. Optional information is not required to register for an account but may be helpful to Online MD in providing you with a more customized experience when using the Site or its Services.

Please refer to our Privacy Policy for additional details regarding the information we collect from you and what we do with that information.

Once you have created your Online MD account and provided a user-name and password, you are responsible for maintaining the confidentiality of your Online MD Password, and you are responsible for all activities that occur using your Online MD Password. You agree not to share your Online MD Password, let others access or use your Online MD Password or do anything else that might jeopardize the security of your Online MD Password. You agree to notify Online MD if your Online MD Password on this Site is lost, stolen, if you are aware of any unauthorized use of your Online MD Password on this Site or if you know of any other breach of security in relation to this Site. You are solely responsible for any and all use of your account and all activities that occur under or in connection with it.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove any information from your account by logging into your account directly and making the desired changes. You agree not to register for an account on behalf of an individual other than Yourself, or register for an account on behalf of any group or entity unless you are authorized to bind such person, group or entity to these Terms. By registering another person, group or entity you hereby represent that you are authorized to do so.

Individuals and/or entities who access to the Site or use of the Services have previously been terminated by Online MD may not register for a new account, nor may designate other individuals to use an account on its or your behalf.

#### (b) Beta Version of the Site

If you register for a "beta account" or other pre-release version of the Site and/or the Services and Materials on the Site ("Beta Release"), you acknowledge and agree that the Beta Release may contain, in Online MD's sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version of the Site and/or Services that may be offered through the Site. Online MD may offer you the possibility of converting any "beta account" to a commercial release version account upon the launch date of the Site and its Services to the public ("Public Launch Date"). If you do not desire to continue using the Site or its Services after the Public Launch Date, you may contact Online MD to delete your account in accordance with the terms and conditions governing deletion of personal

information set forth in Online MD's Privacy Policy. While Online MD generally intends to distribute commercial release versions of the Site and the Services and Materials on the Site, Online MD reserves the right not to release later commercial release versions of any Beta Release. Without limiting any disclaimer of warranty or other limitation stated herein, you agree that any Beta Release is not considered by Online MD to be suitable for commercial use, and that it may contain errors affecting its proper operation. BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT USE OF A BETA RELEASE MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE SITE IN GENERAL AND ANY SERVICES THAT MAY BE OFFERED THROUGH THE SITE. Online MD SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM YOUR USE OF ANY BETA RELEASE.

## VII. Payments and Subscriptions

### (a) Subscriptions

By registering for an account with Online MD, you become a "Registered User" with access to certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site (a "Subscription"). Each Subscription and the rights and privileges provided to a Registered User is personal and non-transferable. All sales and payments of Subscription fees will be in US Dollars. All Subscription fees are non-refundable under any circumstances.

The fee that we will charge you for your Subscription will be the price detailed in your Order Form when registering to become a Registered User. Online MD reserves the right to change prices for Subscriptions at any time, and does not provide price protection or refunds in the event of promotions or price decreases. Notwithstanding the foregoing, Online MD shall notify Registered Users of any price changes thirty (30) days prior to any change. Online MD shall honor any Subscription prices until the expiration of the applicable Subscription Term.

You may pay for your Subscription fee only with credit and debit card payments (Visa, MasterCard, American Express, and Discover). We will charge your credit or debit card for your first Subscription fee on the date that we process your order for your Subscription. Once your credit or debit card is charged the first Subscription fee, we will begin provisioning your account. Once your account is ready, you will receive a confirmation e-mail notifying you of your ability to access those Subscription-only portions of, and Materials on, the Site.

IMPORTANT NOTICE: Online MD WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON EACH (DEPENDING ON YOUR CHOICE OF SUBSCRIPTION) YEARLY OR MONTHLY ANNIVERSARY OF THAT DATE THAT Online MD FIRST CHARGES YOUR CREDIT OR DEBIT CARD FOR THE FIRST SUBSCRIPTION FEE AND, AS AUTHORIZED BY YOU DURING THE SUBSCRIPTION ORDERING PROCESS, Online MD WILL CHARGE YOUR CREDIT OR DEBIT CARD WITH THE APPLICABLE YEARLY OR MONTHLY SUBSCRIPTION FEE AND ANY SALES OR SIMILAR TAXES THAT MAY BE IMPOSED ON YOUR SUBSCRIPTION FEE PAYMENT (UNLESS YOU CANCEL PRIOR TO THE ANNIVERSARY DATE).

EACH SUBSCRIPTION'S AUTOMATIC RENEWAL IS FOR THE SAME PERIOD OF TIME AS YOUR ORIGINAL SUBSCRIPTION. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CONTACTING Online MD AT [hello@onlinemd.co](mailto:hello@onlinemd.co). PROVIDED THAT ANY SUBSCRIPTION FEES CHARGED PRIOR TO THE EFFECTIVE DATE OF CANCELLATION WILL NOT BE REFUNDED, IN WHOLE OR IN PART. YOU WILL NOT BE ELIGIBLE FOR A PRO-RATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEES PAID FOR ANY UNUSED DAYS OF THE THEN-CURRENT

SUBSCRIPTION TERM. Online MD REQUIRES A REASONABLE AMOUNT OF TIME TO PROCESS YOUR SUBSCRIPTION CANCELLATION REQUEST, WHICH SHALL NOT BE LESS THAN THIRTY (30) DAYS. IF YOU CANCEL YOUR SUBSCRIPTION, YOU WILL ENJOY YOUR SUBSCRIPTION BENEFITS UNTIL THE EXPIRATION OF THE THEN-CURRENT SUBSCRIPTION TERM FOR WHICH YOU HAVE PAID, AND YOUR SUBSCRIPTION BENEFITS WILL EXPIRE AT THE END OF THE THEN-CURRENT SUBSCRIPTION TERM.

You will be liable for paying any and all applicable sales and use taxes for the purchase of your Subscription based on the mailing address that you provide when you register as a Registered User, and you authorize Online MD to charge your credit or debit card for any such applicable taxes.

(b) Purchases.

If applicable, you agree to pay all fees or charges to your account based on Online MD's fees, charges, and billing terms in effect as detailed in your Order Form. If you do not pay on time or if Online MD cannot charge your credit card or other payment method for any reason, Online MD reserves the right to either suspend or terminate your access to the Site and account and terminate these Terms. You are expressly agreeing that Online MD is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of this Site and the fees will be billed to your credit card or other payment method designated on your initial registration with this Site, and thereafter at regular intervals for the remainder of the term of these Terms. If you cancel your account at any time, you will not receive any refund. If you have a balance due on any account, you agree that Online MD may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

VIII. Special Provisions for Mobile Applications.

Online MD may make available Mobile Applications to access the Site via a mobile device. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. Online MD does not warrant that the Mobile Application will be compatible with your mobile device. Online MD hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that Online MD may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Online MD and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that Online MD provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):



- You acknowledge that these Terms are between you and Online MD only, and not with Apple, Inc. ("Apple").
- Your use of Online MD's iOS App must comply with Apple's then-current App Store Terms of Service.
- Online MD, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that Online MD, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that Online MD, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of Online MD's iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Online MD provides to you designed for use on an Android-powered mobile device (an "Android App"):

- You acknowledge that these Terms are between you and Online MD only, and not with Google, Inc. ("Google").
- Your use of Online MD's Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. Online MD, and not Google, are solely responsible for Online MD's Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to Online MD's Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to Online MD's Android App.

#### IX. Geo-Location Terms.

The Services may include and make use of certain functionality and services provided by third-parties that allow Online MD to include maps, geocoding, places and other Content from Google, Inc. ("Google") as part of the Services (the "Geo-Location Services"). Your use of the Geo-Location Services is subject to Google's then current Terms of Use for Google Maps/Google Earth

([http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)) and by using the Geo-Location Services, you are agreeing to be bound by Google's Terms of Use. The use of Geo-Location Services is subject to the terms of the then current Google privacy policy (<http://www.google.com/intl/en/policies/privacy/>).

#### X. Links to Third-Party Sites.

This Site may be linked to other web sites that are not Online MD sites (collectively, "Third-Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Online MD, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. Online MD is providing links to the Third-Party Sites to you as a convenience, and Online MD does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT ONLINE MD WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply Online MD's endorsement or recommendation.

#### XI. Submissions.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "Submission"). You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in Online MD's Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to Online MD a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify



or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. Online MD agrees to use any personally identifiable information contained in any of your Submissions in accordance with Online MD's Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. Those prohibitions do not require Online MD to monitor, police or remove any Submissions or other information submitted by you or any other user.

## XII. Unauthorized Activities.

When using this Site and/or the services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.
- Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. Online MD reserves the right to (a) terminate access to your account, your ability to post to this Site and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that Online MD determines is inappropriate or disruptive to this Site or to any other user of this Site. Online MD may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Online MD's discretion, Online MD will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

Unauthorized use of any Materials or Third-Party Content contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold Online MD and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Online MD or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any professional negligence or malpractice claim or any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or password (including without limitation, your participation

in the posting areas or, your Submissions) violates any applicable law or regulation, or infringe or misappropriate the copyrights, trademark rights or other rights of any third-party.

### XIII. Proprietary Rights.

Online MD is a trademark of Online MD in the United Kingdom. Other trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Online MD. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

### XIV. Intellectual Property Infringement.

Online MD respects the intellectual property rights of others, and we ask you to do the same. Online MD may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site for users who infringe the intellectual property rights of others.

#### (a) DMCA Notifications for intellectual property infringement.

If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide Online MD's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit Online MD to locate the material.
- Information reasonably sufficient to permit Online MD to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Online MD's agent for notice of claims of copyright or trademark infringement on this Site can be reached at Online MD [hello@onlinemd.co](mailto:hello@onlinemd.co) Phone number (323) 250 0546.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

#### (b) Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to Online MD designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Online MD may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

#### © Termination of Repeat Infringers

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