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enhancedcareMD Terms and Conditions

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I. The Content of the Site Is Not Medical Advice

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II. Terms and Conditions for Use of Tele-medicine Physician Services and other enhancedcare services (the Services)

enhancedcareMD provides telemedicine services, RN health coaching, health assessments, alternative medicine options, Rx plans and discount service options in health care. They are provided within an offering of convenient, private and secure, telephone/online Medical Consultations. These consultations include Secure Telehealth

Medical Consultations with a licensed physician, electronic medical record storage, on-line healthcare information, prescription services and related products, services and content. Or telephonic consultations with RNs or Masters level counselors.

1. **Terms of Use.** The Services are offered to you under, and you agree to be bound by, the terms and conditions of this Terms of Use. We reserve the right to update or change these Terms of Use at any time and for any reason by posting the modified Terms of Use. Your continued use constitutes your agreement to be bound by any such revisions and you should therefore periodically visit this page of the website and print the latest version of the Terms of Use for your records. The date of the last update to these Terms of Use is stated at the top of this document.
2. **Use of Services. NOT FOR EMERGENCIES.** The Services are not for use for medical emergencies or urgent situations. **IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY.** The services are not to be abused and they are specifically intended to complement your primary care. Any abuse of the service where enhancedcare determines for any reason and in their sole discretion that you may be attempting to use the service in lieu of seeing your primary care physician or other face to face clinician subjects you to being terminated from membership and liable for any costs the abuse caused enhancedcareMD.
3. **Cost.** Please see your specific agreement
4. **Medical Disclaimers.** enhancedcareMD makes no warranty as to the content of any treatment response. You and your physician are solely responsible for all information and/or communication sent during a teleconsultation or other communication. enhancedcareMD does not guarantee that a teleconsultation is the appropriate course of treatment for your particular health care problem. You agree to contact your personal physician immediately should your condition change or your symptoms worsen. If you require urgent care, you should contact your local emergency services immediately. **enhancedcareMD SCREENS AND CONFIRMS THE QUALIFICATIONS FOR ALL OF OUR TELEMEDICINE PROVIDERS THROUGH OUR AFFILIATE PROVIDERS.**
5. **Prescriptions.** You agree that any prescriptions that you acquire through the enhancedcareMD Services 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.
6. **Educational Resources.** enhancedcareMD provides services through information portals and may send you newsletters regarding common medical and health related topics or preventive care messages containing specific medical and health related information, links to other related Web sites and specific questions related

to your enhancedcareMD Record. Additionally, enhancedcareMD makes available self-care informational services, which provide general medical and health information. These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific medical diagnosis and treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by enhancedcareMD. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment. The information contained these communications and resources are compiled from a variety of sources and may or may not be considered authored by enhancedcareMD. enhancedcareMD makes no warranty as to the content of these materials or the information contained therein.

7. **Your Account.** You represent and warrant that you are at least eighteen years of age and that you possess the legal right and ability to enter into this Terms of Use, register on the enhancedcareMD (or affiliate) Services under your own name and to use the enhancedcareMD Services in accordance with this Terms of Use and abide by the obligations hereunder. 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 or any coupon offers** and immediately notifies enhancedcareMD of any unauthorized use of your password or other security concerns of which you become aware. **Use by anyone other than you (and agreed family members) will be considered fraud and will result in immediate termination of this contract and/or pursuing legal remedies including costs incurred by enhancedcareMD to serve non eligible people. We reserve the right to charge the credit card on file for these charges.**
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2. enhancedcareMD MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE enhancedcareMD SERVICES.
3. Limitation of Liability. IN NO EVENT SHALL enhancedcareMD NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) THE PURCHASE PRICE FOR THE PRODUCT, OR (ii) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, \$1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL enhancedcareMD NOR ANY OF ITS AFFILIATES BE LIABLE FOR

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10. Privacy. enhancedcareMD respects your privacy and takes privacy very seriously. By accepting this Terms of Use, you consent to the use and disclosure of personally identifiable information provided to us as outlined in our Privacy Policy, which is incorporated herein by reference.
11. Communications. enhancedcareMD, its affiliates, agents, and our contracted external partners will periodically communicate to current and past members via email and phone methods regarding your membership services, marketing of new products and ongoing promotions from enhancedcareMD in an effort to promote awareness, improve services and offer new products and services. You acknowledge and consent to these forms of communication.
12. Electronic Medical Record. Your enhancedcareMD Electronic Medical Record is created to store your personal health information online, including health conditions, allergies and medications. Any information provided as part of a teleconsultation becomes part of your enhancedcareMD Record. You agree to provide accurate information for your enhancedcareMD Record, to periodically review such information and to update such information as needed. For additional information regarding use of your enhancedcareMD Record, please see our Privacy Policy. It is your responsibility to confirm any third party information in your enhancedcareMD Health Record.
13. General Legal Provisions.
 1. Third Party Sites. Although the enhancedcareMD may include links providing direct access to third-party Internet sites as a convenience, the inclusion of a link does not imply endorsement of the linked site by

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2. **Operation and Record Retention.** enhancedcareMD reserves complete and sole discretion with respect to the operation of the enhancedcareMD Services. enhancedcareMD may, among other things withdraw, suspend or discontinue any functionality or feature of the enhancedcareMD Services. enhancedcareMD is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. enhancedcareMD is not responsible for maintaining data arising from use of the enhancedcareMD Services. enhancedcareMD reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the enhancedcareMD Service pursuant to its internal record retention and/or destruction policies.
3. **Limitations on Use.** You agree not to access or use the enhancedcareMD Services in an unlawful way or for any unlawful purpose. You agree not to post or transmit: (a) a message under a false name; or (b) any information which (i) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, Trojan horse or other code which is contaminating or destructive to the files or programs of enhancedcareMD or any of its affiliates. enhancedcareMD reserves the right to 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.
4. **Indemnity.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS enhancedcareMD AND ITS AFFILIATES FROM AND AGAINST ALL LOSSES, LIABILITY, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS TERMS OF USE, YOUR RELATIONSHIP WITH A enhancedcareMD PHYSICIAN, ANY NEGLIGENT OR WRONGFUL ACTION OR OMISSION BY YOU RELATED TO YOUR USE OF OR PROVIDING OF SERVICES THROUGH enhancedcareMD, OR ANY NEGLIGENT OR WRONGFUL USE OF THE enhancedcareMD SERVICES (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING YOUR ACCOUNT.

5. Third Party Rights. The indemnification provisions set forth above and the provisions under Section 3 Legal Notices and Disclaimers are for the benefit of enhancedcareMD, and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.
6. Term and Termination. All terms and conditions apply to both Patient and Employee member services and any sites or services coordinated by enhancedcareMD on your behalf including but not limited to enhancedcareMD. This Terms of Use shall commence upon the date you complete the registration process with enhancedcareMD or upon the execution of the employer payment process.

All agreements are for one year subscriptions with an evergreen renewal period for additional years. Terminations within the year are not included in our standard system operations. Please call us 585-419-7900 or email us at info@enhancedcaremd.com in these extraordinary circumstances. You are fully and solely responsible to notify enhancedcareMD that you wish to terminate the services within 90 days of the renewal period, otherwise those services will continue and your credit card or checking account will continue to be charged. If you wish to terminate during the 90 day period, your services will end at the anniversary date of your service with enhancedcareMD. All benefits will cease on that day and you acknowledge that all information held by enhancedcareMD will be deleted and not accessible to you. Your agreement also is extended to payment terms for all services rendered by enhancedcareMD and its affiliates. Your credit card or check will be charged on the anniversary day of the month before services are rendered – in advance.

enhancedcareMD may terminate this Terms of Use and your right to use the enhancedcareMD Services at any time, with or without cause. Upon any termination, you will destroy all copies of enhancedcareMD materials in your possession and cease any access to or use of the enhancedcareMD Services.

7. Notice. enhancedcareMD may provide notice by e-mail to the e-mail address you provided during the registration, by a general notice on the enhancedcareMD Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the enhancedcareMD account information. You may give notice to enhancedcareMD at any time via electronic mail to support@enhancedcaremd.com or by letter delivered by first class postage

prepaid U. S. mail or overnight courier to enhancedcare Inc, 1290 University Ave., Suite G, Rochester NY 14607

8. Severability. The provisions of this Terms of Use 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.
9. Entire Agreement. This Terms of Use, together with any enhancedcareMD rules or policies referred to herein, represents the complete agreement between you and enhancedcareMD concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. enhancedcareMD may modify this Terms of Use as set forth above.
10. Assignment. You may not assign, transfer or delegate this Terms of Use or any part of it without enhancedcareMD's prior written consent. enhancedcareMD may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.
11. Waiver. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, 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.
12. Governing Law. This Terms of Use shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law rules or principles. Any cause of action or claim you may have with respect to enhancedcareMD must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the enhancedcareMD Services or web site.
14. Protecting Children. enhancedcareMD is designed and intended for use by adults. It is not intended for, nor designed to be used by children under the age of eighteen. A parent or guardian, however, may use enhancedcareMD on behalf of a minor child. The parent or guardian assumes full responsibility for ensuring that the authentication information is kept secure and that the information submitted is accurate.

III. Your Responsibilities as an enhancedcareMD User

You are responsible for obtaining and maintaining the equipment necessary to access and to use the enhancedcareMD Site (computer hardware, telephone line, etc.). If you register for an account through the Site, you agree to provide truthful and accurate information about yourself. You are responsible for maintaining the confidentiality of your user name and password. You may not disclose or share your password to or with third parties or use your password for any unauthorized purpose. You may not attempt to log in with a user name other than your own. As part of these Terms, you also agree to contact enhancedcareMD immediately in the event that unauthorized use of your account occurs or if you suspect that it does. You grant enhancedcareMD and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store and use your information in connection with the operation of the Site.

You may access our Site for your own personal, non-commercial use. You may not use any device, software, routine, or agent to interfere or attempt to interfere with the proper working of our Site. You may not take any action, which imposes an unreasonable or disproportionately large load, on our infrastructure.

IV. Links to Other Web Sites

While visiting our Site, you may leave the Site and access certain non-enhancedcareMD sites. We provide links to other Web sites to inform you on topics that may be useful to you. We do not endorse, and are not responsible for the content and accuracy of these sites. We also do not warrant that these sites are free from any claims of copyright, trademark, or other infringement of the rights of third parties, or that such sites are free of computer viruses. We are also not responsible for the contents of any site linked to our site. You are subject to the privacy statements, terms and conditions, and any other legal disclaimers or web pages of the link sites that you visit.

V. Health Assessment Terms and Conditions

If a Health Assessment is part of your services: Data you enter in the Health Assessment is stored by our affiliates and is used to create a personalized report. Each report is used to populate personalized information on our site for each member. The use of the Health Assessment as well as the information shared between the sites by enhancedcareMD is conditioned by your acceptance of the Terms and Conditions and is subject to change at any time. Information passed between the two sites is encrypted and secure. All information is kept confidential and private. More information regarding the privacy and security of information provided to enhancedcareMD is available in the enhancedcareMD Privacy and Security Policy. (See HIPAA release)

1. The Content of the Health Assessment is Not Medical Advice

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2. Access and Use

The Health Assessment is an online personal health information collection site. Subject to these Terms and Conditions, you may access and submit information to the Health Assessment to personalize the Online Health Coach, Personal Health Record, and other health and wellness management programs on the site. enhancedcareMD and its affiliates may change the Health Assessment and the information and services available at any time.

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Access to this Online Health Coach Program provided by enhancedcareMD, and the use of features and functions on the web (herein "Online Health Coach") are subject to these Terms and Conditions of use. YOUR USE OF THIS SITE IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS.

1. The Content of the Online Health Coach Program Is Not Medical Advice

THE ONLINE HEALTH COACH PROGRAM IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED AS A SUBSTITUTE FOR THE ADVICE PROVIDED BY YOUR OWN PHYSICIAN OR HEALTH CARE PROVIDER AND MAY NOT TAKE YOUR INDIVIDUAL HEALTH SITUATION INTO ACCOUNT. YOU SHOULD NOT USE THE INFORMATION ON THE ONLINE HEALTH COACH SITE AS A MEANS OF DIAGNOSING A HEALTH PROBLEM OR DISEASE, OR AS A MEANS OF DETERMINING TREATMENT. ENHANCEDCAREMD DOES NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. IN THE EVENT OF A MEDICAL EMERGENCY, CALL 911 AND/OR IMMEDIATELY CONTACT A DOCTOR.

2. Access and Use

Online Health Coach provided for your use on this site is an on-line tracking program designed to assist you to monitor your specific health condition. Subject to these Terms and Conditions, you may access and use Online Health Coach to obtain information made available by enhancedcareMD from time to time through Online Health Coach. enhancedcareMD may change Online Health Coach and the information and services available at any time.

3. Disclaimer

enhancedcareMD provides the information in Online Health Coach for the purpose of allowing you to generally inform yourself about health issues, concerns and ideas and to provide a ready reference to health care providers and providers of health care professionals. You must not use the information in Online Health Coach to try to treat yourself or others in the place of consulting a qualified, licensed health care professional. enhancedcareMD seeks to provide interesting and useful information. enhancedcareMD cannot and does not guarantee that the information contained in Online Health Coach is exhaustive or accurate. Always consult a qualified physician or other health care professional concerning any health issues of concern to you and before embarking on any course of treatment, or a new diet, exercise or fitness program. The medical information is designed to direct you to health care you may need and not to substitute for a necessary visit. You expressly acknowledge and agree that enhancedcareMD, its suppliers, licensees and sub licensees are not responsible for the results of your decisions resulting from the use of the information contained in Online Health Coach, including, but not limited to, your choosing to seek or not to seek professional medical care, or your choosing or not choosing to seek specific treatment based on any information contained in Online Health Coach.

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We or our affiliates may require you to follow additional rules, guidelines or other conditions in order to use various special features, to participate in certain promotions available through the Site, or to receive other services that we may offer from time to time. In such cases, you will be required to expressly consent to additional terms, for example, by checking a box or clicking on a button marked "**I agree.**" This type of agreement is known as a "click-through" agreement. If any of the terms of a click-through agreement are different than the terms of these Terms, the terms of the click-through agreement will supplement or amend these Terms, but only with respect to the matters governed by the click-through agreement.

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1. User Material. enhancedcareMD reserves the right to review any posting, transmitting, or uploading ("Posting") of any sort of text, photograph, video, audio or any other sort of content ("Material") prior to its submission to the Site, and to deny or remove it without prior notice is enhancedcareMD's sole discretion.

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4. *Responsibility for Your Material.* You are responsible for all Material you post to your account and the Site and for adjusting the account settings that permit you to display your Material on the Site, where applicable. Posting Material via the Internet inherently poses the risk of loss and unintended disclosure and access by third parties to your Material. We will make reasonable efforts to prevent your Material from disclosure beyond the settings you select, but we cannot guarantee these settings will prevent your Material from being viewed or accessed by unintended third parties and we will not be liable for such disclosures. **YOU ARE RESPONSIBLE FOR BACKING UP ALL MATERIAL THAT YOU POST ON THE SITE.**

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or upon termination of the Site as provided in Section IX to disable your access to the Site. We will strive to provide you with reasonable advanced notice in the event that we decide to deactivate or terminate certain features of the Site.

X. Termination

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XII. EXCLUSION OF LIABILITY

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XIII. Choice of Laws and Jurisdiction

By using this Site, you expressly agree that these Terms will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions or your actual state or country of residence. You expressly agree that this Site is only intended for use within the United States. You further expressly agree that exclusive jurisdiction for any dispute with enhancedcareMD in any way relating to your use of this Site is in the federal or district courts of the State of New York, Monroe County, and you agree and expressly consent to the exercise of personal jurisdiction in state or federal court in the State of New York, Monroe County in connection with any such dispute including any claim involving enhancedcareMD or its affiliates or content providers and you further irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

As a user of the enhancedcareMD Site and services, you agree to contact us prior to seeking legal recourse for any harm you believe you have suffered from your access to our Site. In the event that you believe our Site has harmed you, you agree to inform us and to give us thirty (30) days to cure the harm before initiating any action. You also agree that you must initiate any cause of action within one (1) year after the claim has arisen, or you will be barred from pursuing any cause of action.

XIV. Indemnity

You agree to defend, indemnify, and hold enhancedcareMD, its officers, directors, employees, agents, licensors, and vendors, harmless from and against any claims, actions or demands, liabilities, and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms, whether by act, omission, or negligence, including but not limited to any claims involving intellectual property, marks, or copyrights.

XV. Miscellaneous

If any provision of these Terms is unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein.

These Terms may be assigned by enhancedcareMD in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach of these Terms does not waive our right to act with respect to subsequent or similar breaches.

Unless explicitly provided in this Site, the Terms constitute the entire agreement between you and enhancedcareMD with respect to this Site. After any termination or expiration of these terms for any reason, the following Sections will survive: I, V, VI, VII, and X through XVI.

XVI. enhancedcareMD Patient Member Services:

All terms and conditions apply to Patient member services and any sites or services coordinated by enhancedcareMD on your behalf including but not limited to EC Pathways and enhancedcareMD. All agreements are for one year subscriptions with an evergreen renewal period for additional years. Terminations within the year are not included in our standard system operations. Please call us in these extraordinary circumstances. You are fully and solely responsible to notify enhancedcareMD that you wish to terminate the services within 90 days of the renewal period, otherwise those services will continue and your credit card or checking account will continue to be charged. If you wish to terminate during the 90 day period, your services will end at the anniversary date of your service with enhancedcareMD. All benefits will cease on that day and you acknowledge that all information held by enhancedcareMD will be deleted. You may upgrade your services at anytime during the year by calling our customer care people at 585 419 7900 OR by writing us at the contact information held within or via the primary web site.

Your agreement also is extended to payment terms for all services rendered by enhancedcareMD and its affiliates. Your credit card, check or cash will be charged on the first day of the month before services are rendered – in advance.

XVII. HIPAA

HIPAA Release of information. The AGREEMENT to these Terms and Conditions includes a HIPAA release for us to utilize and safeguard the information you provide and to return to you relevant care opportunities via the enhancedcareMD systems and services. By agreeing to these Terms & Conditions you authorize enhancedcareMD and its affiliates (Optum Health, and others), agents, physicians, or employees to use the information you supply regarding your personal health only for the purposes of delivering our services and that we will safeguard the information with best efforts subject to all HIPAA regulations. You authorize us to act on your behalf to manage, transfer, utilize this information to supply you the best, most relevant information in return to enhance your health.

You recognize that since this information is captured electronically and in some cases subjected by you to outside web sites and other programs within the site that there is a potential for the unintentional release or disclosure of that information. In those cases, and in the rare cases where the enhancedcareMD team may be asked to provide your

personal health records without your consent due to your level of crisis or consciousness, agreement to these Terms and Conditions allows us to use our judgment in releasing that information. enhancedcareMD, its employees, affiliates, agents, share holders, and board members will be totally held harmless from the release of this information or decision not to release this information.

I further understand that this authorization is voluntary and that I may refuse to sign this authorization or I may edit specific services that I will decline. My refusal to sign will not affect my eligibility for all other benefits not subject to my personal health records.

XVIII. Notices

Except as explicitly stated otherwise, any notices will be given by postal mail to enhancedcareMD Attn: Legal Department, enhancedcareMD 421 Penbrooke Drive, Suite 5 Penfield, NY 14526 (in the case of enhancedcareMD) or to the email address you provide to enhancedcareMD during the registration process (in your case). Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to enhancedcareMD during the registration process. In such case, notice will be deemed given 3 days after the date of mailing.

XIX. Contact

If you have any questions about these Terms, the practices of enhancedcareMD or any of its services, or your dealings with this Site, you can contact us via U.S. Mail:

enhancedcareMD
1290 University Ave, Suite G, Rochester NY 14607

By signing my name or online clicking of the acceptance box OR in the event you click to use services, you are agreeing to the Terms and Conditions of enhancedcareMD.

_____	_____	_____
Signature	Print name	Date