

***DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS.
If you are experiencing a medical emergency, call 911 immediately***

PLEASE ENSURE TO READ THE AGREEMENT BELOW AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "AGREE" BUTTON AT THE END OF THE AGREEMENT BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SERVICES.

Welcome to the OnlineCare.com LLC/Virtual Care Partners and its partner's Virtual Care Service (the "Service") platform, which is owned and operated by OnlineCare.com LLC/Virtual Care Partners, a Michigan Limited Liability Corporation. Please see the FAQ section at our website, <https://onlinecare.com> for more detailed information on the scope of our services and for contact numbers in the event you need support. Help is also available within the app itself.

To use the Services of OnlineCare.com LLC/Virtual Care Partners, you must agree and accept and to be bound by all of the terms of this Agreement. By clicking the "AGREE" checkbox, you are indicating that you agree to be bound by all of the terms in this Agreement. If you do not agree to these terms and conditions, you are not authorized to access to our app or services via OnlineCare or its partners website or use this website.

Please print and keep a copy of this Agreement. OnlineCare.com LLC/Virtual Care Partners may, from time to time, change the terms of this Agreement. It is your responsibility to review these terms each time you use this website.

TERMS OF USE

IMPORTANT INFORMATION ABOUT YOUR USE OF THE SERVICE

***DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS.
If you are experiencing a medical emergency, call 911 immediately.***

OnlineCare.com LLC/Virtual Care Partners does not provide any physicians' or other providers' services itself. All of the providers are independent of OnlineCare.com LLC/Virtual Care Partners and are merely using the Service as a way to communicate with you. Any information or advice received from a provider comes from them alone, and not from OnlineCare.com LLC/Virtual Care Partners. Your interactions with the providers via the Service are not intended to take the place of your relationship with your regular health care practitioners. Neither OnlineCare.com LLC/Virtual Care Partners nor any of its licensors or suppliers or any third parties who promote the Service or provide you with a link to the Service shall be liable for any professional advice you obtain from a healthcare provider via the Service nor for any information obtained on our site. OnlineCare.com LLC/Virtual Care Partners does not recommend or endorse any specific tests, physicians, medications, products or procedures. You acknowledge that your reliance on any healthcare providers or information provided by the Service is solely at your own risk and you assume full responsibility for all risk associated therewith.

OnlineCare.com LLC/Virtual Care Partners does not make any representations or warranties about the training or skill of any healthcare providers who provide services via the Service. You will be provided with a list of available healthcare providers based solely on the information that you or your employer or plan sponsor provide to OnlineCare.com LLC/Virtual Care Partners, e.g. symptoms, medical specialty. You are ultimately responsible for choosing your particular healthcare provider.

You hereby certify that you are physically located in the State you choose/have chosen as your current location. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of this certification and that the providers you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify OnlineCare.com LLC/Virtual Care Partners and the providers you interact with from any resulting damages, costs or claims.

WEBSITE CONTENT

Other than information received directly by you from providers, the content on the website should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of the content on this website represents or warrants that any particular medication or treatment is safe, appropriate, or effective for you. Without limitation, OnlineCare.com LLC/Virtual Care Partners does not recommend or endorse any specific tests, providers, medications, products or procedures.

SECURITY

OnlineCare.com LLC/Virtual Care Partners is a Business Associate of health care professionals under the federal health care privacy and security law known as HIPAA. Your personal information will be stored in a secure manner. We have implemented a variety of commercially standard encryption and security technologies and procedures to protect your personal information which is stored in our computer systems from unauthorized access. We also maintain standard physical and electronic procedural safeguards that limit access to your personal information to our employees (or people working on our behalf and under confidentiality agreements) who, through the course of standard business activities, need to access your personal information.

Access to the Service is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Service using your username and password. Please notify us if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Service using your username and password. We reserve the right to revoke or deactivate your username and password at any time.

ACCOUNT ENROLLMENT

To access the Service, you must first enroll to establish an individual user account ("Account"), by providing certain information. Apart from subaccounts established for minor children of whom you are a parent or legal guardian, you agree that you will not create more than one Account, or create an account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Service and, if applicable, in order for providers to send notices to you, you agree to: (I) provide true, accurate, current and complete information about yourself as prompted by our Account enrollment form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service. You represent and warrant that you are at least 18 years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use.

ACCEPTABLE USE

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement. You shall not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Service in any manner that could damage, disable or impair the Service. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Service for any purpose.

OPERATION AND RECORD RETENTION

OnlineCare.com LLC/Virtual Care Partners reserves complete and sole discretion with respect to the operation of the Service. OnlineCare.com LLC/Virtual Care Partners may, among other things withdraw, suspend or discontinue any functionality or feature of the Service. Subject to applicable law, OnlineCare.com LLC/Virtual Care Partners reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Service pursuant to its internal record retention and/or destruction policies.

LINKS

Areas of the Service or OnlineCare.com LLC/Virtual Care Partners's portal may contain links to other web sites. Please note that when you click on any of these links, you are entering another web site for which we have no responsibility or control. The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein.

We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items.

INTELLECTUAL PROPERTY

All of the content available on or through the Service is the property of OnlineCare.com LLC/Virtual Care Partners or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to anyone, including but not limited to others in your organization. All software and accompanying documentation made available for download from the Service is the copyrighted work of OnlineCare.com LLC/Virtual Care Partners or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

All OnlineCare.com LLC/Virtual Care Partners trade and service names, including, but not limited to "OnlineCare.com LLC/Virtual Care Partners®", are trademarks of OnlineCare.com LLC/Virtual Care Partners. All other brands and names are the property of their respective owners. Nothing contained in the Service should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of OnlineCare.com LLC/Virtual Care Partners or such third-party that may own the trademark.

Subject to the terms of this Agreement, OnlineCare.com LLC/Virtual Care Partners hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the Service to the extent, and only to the extent, necessary to access and use the Service.

The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Service to any third party or use the Service to provide service bureau, time sharing or other services to third parties.

DISCLAIMERS

ACCESS TO THE SERVICE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ONLINECARE.COM LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, ONLINECARE.COM LLC AND ITS PARTNERS DOES NOT WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES ONLINECARE.COM LLC MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SERVICE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SERVICE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. ONLINECARE.COM LLC CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SERVICE.

LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL ONLINECARE.COM LLC, ANY ONLINECARE.COM LLC LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL ONLINECARE.COM LLC, ITS LICENSORS OR SUPPLIERS OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY RELEASE AND HOLD ONLINECARE.COM LLC, ITS LICENSORS, SUPPLIERS AND PROVIDERS AND ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

YOU ACKNOWLEDGE AND AGREE THAT ONLINECARE.COM LLC IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT ONLINECARE.COM LLC IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICE.

ONLINECARE.COM LLC, ITS LICENSORS, SUPPLIER AND ALL THIRD PARTIES WHO PROMOTE THE SERVICE OR PROVIDE YOU WITH A LINK TO THE SERVICE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF HEALTHCARE VIA THE SERVICE, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE.

INTERNATIONAL USE

The Service is designed for and intended for users in the United States. OnlineCare.com LLC/Virtual Care Partners makes no representation that the information and services provided on the Service are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Service from territories where the content is illegal is prohibited. If you choose to access the site from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

TERMINATION

OnlineCare.com LLC/Virtual Care Partners may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. OnlineCare.com LLC/Virtual Care Partners has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. OnlineCare.com LLC/Virtual Care Partners reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice. OnlineCare.com LLC/Virtual Care Partners reserves the right to delete or change any username or password at any time, for any reason or for no reason at all.

INDEMNIFICATION

Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless, and defend OnlineCare.com LLC/Virtual Care Partners and its parents, subsidiaries, affiliates, licensors, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (I) your failure to comply with any applicable laws and regulations; and (ii) your breach of any of its obligations set forth in this Agreement. You shall not settle any such claim without the written consent of the applicable Indemnified Party.

ELECTRONIC CONTRACTING AND NOTICES

Your assent to the terms of this Agreement by clicking the "AGREE" checkbox. You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the services (collectively, "Notices"). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Service or otherwise through our site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the applicable service.

NOTICE OF PRIVACY PRACTICES

You may review the Notice of Privacy Practices of OnlineCare.com by clicking here: <http://www.onlinecare.com/NoticeOfPrivacyPractices.pdf>. Note that by accepting these Terms of Use you are also acknowledging receipt of Online Care ONLINECARE.COM LLC & PARTNERS's Notice of Privacy Practices.

INFORMED CONSENT

By clicking the "AGREE" button you acknowledge that you are consenting to receiving care via the Service. The scope of care will be at the sole discretion of the healthcare provider who is treating you, with no guarantee of diagnosis, treatment, or prescription. The healthcare provider will determine if the condition being diagnosed and/or treated is appropriate for a telehealth encounter via the Service. The Service respects and upholds patient confidentiality with respect to protected health information as outlined by the Health Insurance Portability and Accountability Act ("HIPAA"), and, subject to HIPAA regulations, will obtain express patient consent prior to sharing any patient-identifiable information to a third party for purposes other than treatment, payment or health care operations. In addition, by clicking the "AGREE" button you are authorizing ONLINECARE.COM LLC & PARTNERS to release your contact information to OnlineCare.com LLC/Virtual Care Partners solely in order for OnlineCare.com LLC/Virtual Care Partners to provide you with marketing materials promoting the Service. You may opt out of receiving such marketing materials by contacting us at privacy@onlinecare.com. Finally, when using the Service you may be asked if you would like to share certain PHI collected by Apple's Health Kit with the Service. By clicking on "SYNC" you are authorizing OnlineCare.com LLC/Virtual Care Partners to collect and ONLINECARE.COM LLC & PARTNERS providers to utilize such PHI. .

INFORMED CONSENT FOR SERVICES PERFORMED BY OnlineCare.com LLC/Virtual Care Partners & Partners

We are providing this information on behalf of ONLINECARE.COM LLC & PARTNERS:

Telemedicine involves the use of electronic communications to enable health care providers at sites remote from patients to provide consultative services. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include live two-way audio and video and other materials (e.g. medical records, data from medical devices).

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

An encounter summary will be provided to the patient at the end of each encounter which may be kept for the patient's records and may be shared with the patient's local primary care or other provider, as appropriate.

Anticipated Benefits of Telemedicine:

- Improved access to medical care by enabling a patient to remain at his or her home or office while consulting a clinician.
- More efficient medical evaluation and management.

Possible Risks of Telemedicine:

As with any medical procedure, there are potential risks associated with the use of telemedicine. ONLINECARE.COM LLC & PARTNERS believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:

- Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment.
- Security protocols could fail, causing a breach of privacy of personal medical information.
- Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

By accepting these Terms of Use, you acknowledge that you understand and agree with the following:

1. I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine; I have received the ONLINECARE.COM LLC & PARTNERS Notice of Privacy Practices which explains these issues in greater detail.
2. I understand that telemedicine may involve electronic communication of my personal medical information to medical practitioners who may be located in other areas, including out of state.
3. I understand that I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or

assured.

4. I understand that my healthcare information may be shared with other individuals for treatment, payment and healthcare operations purposes. Psychotherapy notes are maintained by clinicians but are not shared with others, while billing codes and encounter summaries are shared with others and with me. If I obtain psychotherapy from ONLINECARE.COM LLC & PARTNERS, I understand that my therapist has the right to limit the information provided to me if in my therapist's professional judgment sharing the information with me would be harmful to me.

5. I further understand that my healthcare information may be shared in the following circumstances:

- a) When a valid court order is issued for medical records.
- b) Reporting suspected abuse, neglect, or domestic violence.
- c) Preventing or reducing a serious threat to anyone's health or safety.

Patient Consent to the Use of Telemedicine

I have read and understand the information provided above, and understand the risks and benefits of telemedicine, and by accepting these Terms of Use I hereby give my informed consent to participate in a telemedicine visit under the terms described herein.

PAYMENT AUTHORIZATION

By accepting these terms of use, you are authorizing the Service to charge your credit card for the full amount due from you with respect to your consultation. Please note that the Service may not have access to full or complete information from your health plan regarding the applicable co-pay due from you for your consultation. As such, you may be billed multiple times with respect to a consultation – once prior to beginning the visit and a second time once your health plan has advised us as to what additional co-pays, if any, you owe.

I understand that this authorization to bill my credit card will remain in effect until I cancel it in writing, and I agree to notify OnlineCare.com LLC/Virtual Care Partners in writing of any changes in my account information. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF), I understand that OnlineCare.com LLC/Virtual Care Partners may at its discretion attempt to process the charge again at any time within 30 days. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the co-payment required by my health plan.

MISCELLANEOUS

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole Agreement between you and OnlineCare.com LLC/Virtual Care Partners relating to your use and our provision of the Service and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or OnlineCare.com LLC/Virtual Care Partners. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by OnlineCare.com LLC/Virtual Care Partners of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by the parties.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

PRIVACY POLICY

OnlineCare.com LLC/Virtual Care Partners operates the www.onlinecare.com website ("Site") and provides the Services.

We are committed to ensuring that your personal information shared over our Site and/or Services is protected and kept confidential. By accepting Company's Terms of Use or providing information to us via our Site, you consent to the use and disclosure of personally identifiable information as outlined in this Privacy Policy. Please note that the use and disclosure of such information is also subject to the practices of the health care providers with whom you may interact through the Services, as described in the Notice of Privacy Practices which is provided to you by such providers.

Information Collection

Personal information or protected health information is information that includes, but is not limited to, identifying data such as name, social security number, address, contact information, as well as information about personal health issues submitted through the Services. This is the information we aim to protect.

We will only collect information that you voluntarily submit. We know that privacy is of the utmost importance. We vigorously believe in keeping confidential any and all personally identifiable information that identifies an individual whether or not it relates to an individual's past, present, or future physical or mental health condition.

As a Business Associate of health care providers that are Covered Entities under the federal health care privacy and security rules (HIPAA and HITECH), we maintain protected health information (PHI) in compliance with these rules and our contractual obligations with health care providers. Currently our main focus is providing a platform to allow individuals to receive telehealth Services from various healthcare providers. We collect information solely for the purposes of providing the Services, marketing and promoting our Services to you and for market research data.

We assume you are giving consent to this information collection and use, but we also give you the opportunity to "opt out" of receiving direct marketing or market research information by emailing us at privacy@onlinecare.com.

We maintain web logs to record data about all visitors who use this site and interact with the Services and we will store this information. These logs may contain IP address information, types of operating system you use, the date and time you visited the site, and information about the type of device you use to connect to the Services.

All Web logs are stored securely and are accessible to a very limited number of employees and contractors, who should adhere to strict guidelines regarding user data security and privacy.

Non-Personal Identification/Cookies Technology

What is a cookie? A cookie is a small data file that certain web sites write to your hard drive when you visit them. A cookie file, for instance, may collect user ID information such as items in a shopping cart while navigating a site, but the only personal information a cookie can contain is information you provide. Your user ID or profile information is not stored in cookies.

How do we use cookie technology? We use it in the aggregate as opposed to using any personally identifiable information, to understand how our users collectively use our Site. This helps us continually improve our Site.

Most web browsers are set to accept cookies, but if you prefer not to receive cookies you can set your browser to warn you or refuse cookies all together by turning them off in your browser.

We may also use non-personal information to analyze data into useful information. This process of data mining is done in the aggregate, is non-personal, and allows Company to find correlations and patterns in the data.

Security of Information Collected

We use account information in a password-protected environment as a security measure to protect your data. We use administrative, physical and technical safeguards to protect data. We maintain a high level of data protection via safeguards such as data backup, audit controls, access controls, and some data encryption. Our Site and the Services use industry standard SSL encryption to enhance security of electronic data transmissions. In addition, we urge you to take precautionary measures in maintaining the integrity of your data. Please be responsible in making sure no one can see or has access to your personal account and log-in/password information. If you use a public computer, e.g., at a library or a university, always remember to log out of the Site or Services.

If you use our Site or Services through your employer's computer network or through an internet café, library or other potentially non-secure internet connection, such use is at your own risk. It is your responsibility to check beforehand on your employer's or such other site's privacy and security policy with respect to Internet use.

We are not responsible for your handling, sharing, re-sharing and/or distribution of your personal health information. Moreover, if you forward personal health information electronically to another person on or off the Site or Service, we are not responsible for any harm or other consequences from third party use or re-sharing of your information.

Self-Review Of Data And Ability To Delete Your Account Information

You may request to delete any personal information and to de-authorize the collection of personal information in the future by sending us an email at OnlineCare.com

Third Party Sites/Trusted Relationships

As noted above, the Company is a Business Associate of health care providers under HIPAA and we share information with health care providers who provide services to individuals, and they share information with us, for purposes related to treatment, payment and health care operations, and otherwise as agreed or authorized by you.

Our Site contains links to other sites. We do not share your personally identifiable information with those sites (unless you specifically authorize such sharing) and are not responsible for their privacy procedures. We seek to work with trusted partners and organizations that will adhere to similar privacy and ethical standards. However, we encourage you to learn their particular privacy policies.

We disclose personally identifiable information about you as required or permitted by law, including complying with legal process (for example, we may disclose your information as necessary to comply with an authorized civil, criminal or regulatory investigation). We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities and may, in our sole discretion, disclose personal information or other information to satisfy any law, regulation, subpoena, or government request. We reserve the right to release personal information or other information about users who we believe are engaged in illegal activities or are otherwise in violation of our Terms of Use, even without a subpoena, warrant or court order, if we believe, in our sole discretion, that such disclosure is necessary or appropriate to operate our web site or to protect our rights or property, or that of our affiliates, or our officers, directors, employees, agents, third-party content providers, suppliers, sponsors, or licensors. We also reserve the right to report to law enforcement agencies any activities we reasonably believe in our sole discretion to be unlawful. If we are legally compelled to

disclose information about you to a third party, we will attempt to notify you by sending an email to the email address in our records unless doing so would violate the law or unless you have not provided your email address to us.

Children

We do not knowingly allow individuals under the age 18 to create accounts that allow access to our Site.

Changes To This Privacy Policy

We may amend our Privacy Policy in the future. In the event changes are made, we will be sure to post changes at the Site and at other places we deem appropriate.

Questions Or Suggestions

If you have any questions or suggestions on ways we can improve our privacy policy with respect to personal information, please email us at privacy@onlinecare.com.

LEGAL NOTICES

CURRENT PROCEDURAL TERMINOLOGY ("CPT")

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In accordance with the DMCA, OnlineCare.com LLC/Virtual Care Partners has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing c/o OnlineCare.com LLC/Virtual Care Partners, 75 State Street, Boston, MA 02109.

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I hereby certify that I am located in my current state (indicate on next page), and agree to only interact with a Provider through OnlineCare Virtual Health while I am present in that state. I acknowledge that my ability to access and use these services is conditional upon the truthfulness of the certifications I make at the time of accessing a Provider, and that the Providers I access are relying upon this certification in order to interact with me.

AGE REQUIREMENTS

I hereby certify that I am at least 18 years of age and am qualified under the laws of my state to make medical decisions on my own behalf. I acknowledge that my ability to access and use the Convenient Urgent Care Health Virtual Care system and information is conditional upon the truthfulness of my certification of age.