

## **Terms Of Use & Privacy Policy**

Welcome to our website where you can request a remote second medical opinion.

Effective Date: February 1st, 2018

NOTE: US Expert Medical Opinion is Not intended to address emergency or life-threatening medical conditions. If this is an Emergency, please call 911 immediately or your Local medical service provider.

This Agreement ("Agreement") and the policies referred to herein contain the terms and conditions that apply to your use of the Internet Web Site and services located at <https://usexpertmedicalopinion.com> and <https://myusadr.com> ("Web Site, Website, Site, site") and All affiliated websites Owned, Operated, Licensed or Controlled by US Expert Medical Opinion, Inc ("Company").

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE WEB SITE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, PLEASE DO NOT USE THIS WEB SITE.

Your access and use of the Web Site creates a binding and enforceable legal agreement between you, the Web Site user, and Company and signifies your acceptance and consent to be bound by the terms and conditions contained in this Agreement. We may, in our sole discretion, change these terms of use and conditions at any time by updating the web page. These changes are binding to you, and it is your responsibility to review these terms and conditions on a regular basis.

You acknowledge that Company, US Expert Medical Opinion, Inc operates a web based portal used by individuals to access US based physicians to obtain Limited second medical opinion and telephonic/ video meeting consultations.

BY USING THE SITE, ANY OR ALL of the SERVICES PROVIDED ON THE SITE AND/OR BY REGISTERING WITH US, YOU SIGNIFY THAT YOU

AGREE TO THESE TERMS OF USE AND PRIVACY POLICY. Please note that we offer the Site "AS IS" and without warranties.

## **About the Site**

Everything we offer on the Web Site is referred to in these Terms of Use collectively as the "Services." Some of what's on the Site is viewable without registering with us, but to actively participate or store your information, you must register as a member and authorize the use and disclosure of your personal and health information for purposes of allowing us to provide the Services and as otherwise disclosed in our Privacy Policy below.

You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other materials (collectively, "Information") that is provided to you on the Site (including Information provided in direct response to your questions or postings) may be provided by individuals in the medical profession, the provision of such Information does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is provided to assist you with locating appropriate medical care from a qualified practitioner.

## **DISCLOSURE OF MEDICAL INFORMATION**

Your privacy is important to us.

The Company takes seriously the privacy of your medical records and personal information. Accordingly, we have taken all reasonable restrictions necessary to protect your confidentiality in accordance with applicable laws.

In addition, you authorize the Company and their respective physicians, employees, contractors, business associates and/or agents to access, review, research, analyze, discuss and copy your medical and personal information as may be necessary to provide the US Expert Medical Opinion that you request. The use of your medical information will not exceed this stated purpose, unless and until you authorize and direct such additional disclosure(s).

## **NO DOCTOR PATIENT RELATIONSHIP**

**NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION PROVIDED BY OR THROUGH THE USE OF THE SITE, LINKS TO OTHER SITES OR ANY ASSISTANCE WE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE MEDICAL PROFESSIONAL OR SPECIALIST IN ANY FIELD.**

You acknowledge and agree that the Company's, US Expert Medical Opinion, Inc., Reviews, telephone discussions and/or telephonic video meetings should not in any form, shape or fashion constitute a diagnosis, medical advice, treatment, medical care or establish any doctor-patient relationship. Furthermore, you understand that your treating physician(s) will remain at all times solely responsible for your diagnosis, care, treatment and evaluation noted in the US Expert Medical Opinion/ My USA Dr. Review provided. Your doctor shall directly communicate to you all the information contained in the US Expert Medical Opinion/ My USA Dr. Review. Please read the informed consent section below for further details.

**PAYMENT OF FEES**

You acknowledge that you have read and reviewed the Fee Schedule as posted on the website in the Payment and Insurance section. You acknowledge that you or any authorized individual acting on your behalf and who is requesting US Expert Medical Opinion/ My USA Dr. Review and/or video meetings are responsible for all fees charged by Company, US Expert Medical Opinion, Inc for the services hereunder (including, but not limited to, fees for professional services). You understand that you or your authorized agent must pay these fees in advance, and that it is your responsibility to pursue any third-party insurance reimbursement at your own expense, if any. You have been informed that you have the option to withdraw consent for this US Expert Medical Opinion/ My USA Dr. Review at any time. However, if you withdraw your consent after payment is made, you will remain responsible for the full amount. No money will be refunded after services are issued. You also authorize Company, US Expert Medical Opinion, Inc to pursue and collect any further charges for time extension of video meetings beyond the allocated initial 15 minutes based on the posted fee schedule and Video meeting section.

## **RELEASE OF LIABILITY**

You further release and hold harmless the Company, US Expert Medical Opinion Inc., and its/their respective physicians, employees, contractors, business associates and/or agents for any harm, claim, injury or damages of any kind including, but not limited to, compensatory, direct, indirect or consequential damages, directly or indirectly, as a result of any and all uses of the services hereunder and any review, interpretation or analysis or and/or reliance on any and all US Expert Medical Opinion/ My USA Dr. Review. Although every effort will be made to generate a US Expert Medical Opinion/ My USA Dr. Review in reasonably timely fashion, the Company, US Expert Medical Opinion makes no representation or warranty as to the timeframe in which such US Expert Medical Opinion/ My USA Dr. Review or consultation will be generated.

## **RESTRICTIONS ON USE**

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips and written and other materials that are part of Company or Company's Website(s) are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Company. No material from Company's Website(s) or any other Company web site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except with the express written consent of Company. In addition, you shall not commit any of the following acts through use of Company's Website(s): a. transmit any content that is invasive of another's privacy or otherwise objectionable; b. use foul language or post links to adult-oriented content; c. transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of unrequested solicitation; d. post advertising messages or solicitations, URLs containing a referral code or referral address, or links to businesses or pages with advertising, including "blind" or "hidden" referral links; or e. collect, store, use or disseminate personal data or information about other users in any manner whatsoever, including but not limited to, solicitation of products or services by mail, telephone or email (e.g. email addresses).

## **LICENSE**

The Company, US Expert Medical Opinion, grants you a limited license to access and make personal use of Inmotion Hosting, Inc, Bluehost Inc or other hosting services used by Company to host its websites, and not to download or modify it, or any portion of it. This license does not include any resale or commercial use of any hosting companies, Inmotion Hosting, Inc or its contents; any collection and use of any advertisements, descriptions or prices; any derivative use of hosting companies, Inmotion Hosting, Inc or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar automated data gathering and extraction tools. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of Company or our affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Company's name or trademarks without the express written consent of Company. Any unauthorized use terminates the permission or license granted by the Company. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Company so long as the link does not portray Company, its affiliates, or their products or services in a false, misleading, derogatory or otherwise offensive manner. You may not use any Company logo or other proprietary graphic or trademark as part of the link without express written permission.

To the extent that Company's sites contain links to outside services and resources, Company does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

## **VIOLATIONS**

In addition to any and all remedies at law or in equity, any intentional violation of this Agreement shall give Company the right to immediately suspend or cancel its services to, and business relationship with you.

## **CHANGES TO POLICIES AND PROCEDURES**

The Company reserves the right at any time, with or without notice, to change, alter, modify or delete any of its policies, procedures, terms of service, website content, fees and/or notices. Please check this Agreement periodically for changes. Continued use of the Web Site

following the posting of changes to this Agreement shall mean you have read and accepted such changes.

## **EDITORIAL CONTENT**

We make the Site available as a service to consumers and health care professionals for the purposes of providing an informative and educational resource. We may, but have no obligation to, have non-user posted information reviewed by the Site's editorial personnel.

It is important to note, however, that the timeliness and accuracy of any or all of the Information is not guaranteed. Neither the authors, the editorial personnel, nor any other party who has been involved in the preparation or publication of this work can assure you that the Information contained herein is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of such information.

You are encouraged to independently confirm the Information contained herein with other sources and to seek the advice of a qualified physician.

## **PROCEDURES / PRODUCTS / SERVICES**

The procedures, products, services and devices discussed and/or advertised within the Site are not applicable to all individuals, patients or all clinical situations. We make no claims as to the effectiveness of any such procedures, products, services and devices. Any products and/or services represented on the Site by advertisers, sponsors, and other Site participants, either paid or unpaid, are presented for your awareness and do not necessarily imply appropriateness for any particular individual or prediction of effectiveness, outcome or success.

## **YOUR PERSONAL INFORMATION**

In order to register, you must provide certain personal and medical information about yourself. You may voluntarily submit, and hereby authorize the Company, US Expert Medical Opinion, Inc., its employees, agents and others operating on its behalf, to use and/or disclose personal and health-related information about you, including, without limitation, your name, address, social security number and contact information; medical and social history; current medical needs; and other information that is either requested by the Company US Expert Medical Opinion, Inc or volunteered by you ("Personal Information"). You have the right to refuse to authorize the use and/or disclosure of your Personal Information.

However if you choose to exercise this right, you may not be able to utilize some features of the Site.

## **YOUR RESPONSIBILITIES**

Even though the Services are provided free of charge, the usual and customary charges for any medical services rendered by collaborating physicians profiled on the Site will apply and will be entirely your responsibility. The fees for the services are available in the section Payment and Insurance.

You are responsible for all use of the Site and for all use of your Credentials, including use by others to whom you have given your Credentials. You may use the Site and the Services for lawful, non-commercial purposes only. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

- copy, modify, adapt, translate, or reverse engineer any portion of the Site, its content or materials and/or the Services;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Site and/or the Services or in or on any content or other material obtained via the Site and/or the Services;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site and/or the Services;
  
- access, retrieve or index any portion of the Site and/or the Services for purposes of constructing or populating a searchable database of reviews related to the healthcare industry or medical physicians;
- reformat or frame any portion of the web pages that are part of the Site and/or the Services;
- fraudulently misuse the Services by scheduling an appointment with a physician which you have no intention of keeping;
- create user accounts by automated means or under false or fraudulent pretenses; or

- collect or store personal data about other users in connection with the prohibited activities described in this paragraph.

In addition to our rights in these Terms of Use, we may take any legal action and implement any technical remedies to prevent the violation of this provision and to enforce these Terms of Use.

### **Changes to These Terms of Use**

We may change these Terms of Use at any time, as we reasonably deem appropriate. Upon any change in these Terms of Use, we will post the amended agreement on the Site with or without notice of the changes. Your continued use of the Site and/or the Services following such changes shall constitute your affirmative acknowledgement of the Terms of Use, the modification and agreement to abide and be bound by the Terms of Use, as amended. It is your responsibility to review these terms and conditions on a regular basis. If at any time you choose not to accept these Terms of Use, including following any modifications hereto, then please do not use the Site.

### **Changes to the Services**

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new services will be included on the Site, and the users of new services will be governed by these Terms of Use. You agree that the Company, US Expert Medical Opinion, Inc will not be liable to you or any third party for any suspension or discontinuation of any of the Services.

### **Links to Other Sites**

The Site may include links to other websites, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for your convenience only and do not mean that we endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other sites.

### **Additional Terms**

Certain of the Services on the Site may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that

particular Service and supplement these Terms of Use. If you choose to register for or access any such Services, you will be presented with any relevant additional terms and conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules.

#### No Spam

You may not use the contact information provided by our users or collaborating physicians, or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as SPAM. You may not allow others to use your account to violate the terms of this section. We may terminate your membership or access to the Site immediately and take other legal action if you or anyone using your Credentials violates these provisions.

#### **Content You Post or Submit**

You will have the opportunity to submit feedback regarding your experience with doctors who are featured on the Site, to submit inquiries concerning possible medical needs and to participate in other interactive and community features of the Site (collectively "Posted Information"). It is important that you act responsibly when providing Posted Information. In providing feedback, please give clear, honest information about the doctor and your experiences, but do not use inappropriate language, make gratuitous personal criticisms or comments or provide information that others could use to determine your identity. When participating in other interactive or community aspects of the Service, please do not post any information that another user or physician may use to identify you as an individual, but please do include all relevant information in a concise manner to help us provide you with a helpful response.

We reserve the right to publish your Posted Information as part of the Service and to also remove your Posted Information for any reason. We are not, however, responsible for any failure or delay in removing Posted Information. Keep in mind that the Posted Information of others is simply opinion and should not be relied on. In addition:

- You are solely responsible for any Posted Information that you submit, publish or display on the Site or transmit to other members and/or other users of the Site.
- You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

You may not submit any content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party.

- You may not provide any Posted Content that falsely expresses or implies that such content or material is sponsored or endorsed by US Expert Medical Opinion, Inc.
- You may not provide any Posted Content that is unlawful or that promotes or encourages illegal activity.
- You understand and agree that Company, US Expert Medical Opinion, Inc may (but is not obligated to) review and delete any Posted Content that in the sole judgment of US Expert Medical Opinion, Inc violates these Terms of Use or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users or members of the Site and/or other website users.
- You agree that you will only provide Posted Content that you believe to be true and you will not purposely provide false or misleading information.
- By posting Posted Content on the Site, you agree to and hereby do grant, and you represent and warrant that you have the right to grant the Company, US Expert Medical Opinion, Inc, its contractors, and the users of the Site an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Content and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Content. This license is non-exclusive, except you agree that Company, US Expert Medical Opinion, Inc shall have the exclusive right to practice this license to the extent of combining your Posted Content with the Posted Content of other Company, US Expert Medical Opinion, Inc users for purposes of constructing or populating a searchable database of reviews and information related to the healthcare industry.
- The following is a partial list of the kind of content and communications that are illegal or prohibited on/through the Site. US Expert Medical Opinion, Inc reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such

violators or blocking your use of the Services and/or the Site. You may not post content that:

- is false or intentionally misleading;
- harasses or advocates harassment of another person;
- involves the transmission of unsolicited mass mailing or "spamming";
- violates the intellectual property or other rights of any person;
- is threatening, obscene, defamatory or libelous; or
- is pornographic or sexually explicit in nature.

### **Your Use of Content**

Except for Posted Content that you or any other visitors to the Site submit, all of the Information available on or through the Services and/or the Site, including without limitation, text, photographs, graphics and video and audio content, is owned by us and our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain US Expert Medical Opinion, Inc's proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, re-publish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit the Site in whole or in part, for any commercial gain or purpose whatsoever. Except as is expressly and unambiguously provided herein, US Expert Medical Opinion, Inc and its suppliers do not grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by US Expert Medical Opinion, Inc to you are retained by US Expert Medical Opinion, Inc.

### **Disclaimer of Warranties**

WE PROVIDE THE SITE AND THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH

RESPECT TO THE SERVICES AND THE SITE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE INFORMATION PROVIDED BY USERS OF THE SITE OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SITE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, US Expert Medical Opinion, Inc MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SITE OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. THE COMPANY, US Expert Medical Opinion, Inc DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERROR-FREE, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

#### General Limitation of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES OR THE SITE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO UTILIZE THE SITE OR THE SERVICES OR (B) \$100. IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL

DAMAGES OR LOSSES, OR MEDICAL MALPRACTICE OR NEGLIGENCE OF PHYSICIANS UTILIZED THROUGH USE OF THE SERVICE, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **Termination**

We may terminate and/or suspend your registration immediately, without notice, if there has been a violation of these Terms of Use or other policies and terms posted on the Site by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. The Company, US Expert Medical Opinion, Inc shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such deletion, deactivation or termination.

### **Terms of Use**

#### Indemnification

Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parents, other affiliated companies, and suppliers, from all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to (a) your access to the Site, (b) your use of the Services, or (c) the violation of these Terms of Use by you or any third party using your Credentials of any intellectual property or other right of any person or entity. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

#### Entire Agreement

These Terms of Use and any supplemental terms, policies, rules and guidelines posted on the Site, including the Privacy Policy below, constitute the entire agreement between you and us and supersede all

previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of the Company, US Expert Medical Opinion, Inc to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

#### Choice of Law and Dispute Resolution

These Terms of Use shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Florida as applied to contracts made and to be performed entirely within Broward County, Florida, without giving effect to the state's conflicts of law statute. Any controversy, dispute or claim arising out of or related to these Terms of Use or your use of the Services shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in Broward County in the state of Florida, pursuant to the rules of the American Arbitration Association. The arbitration tribunal shall consist of one arbitrator. The decision or award of the arbitrator shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. The parties agree that the arbitrator shall have the authority to impose equitable and injunctive relief as well as to award monetary relief, as the arbitrator deems appropriate.

#### Assignment

We may assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale, merger with, or other transfer of our company to another entity. We will post a notice on the Web Site regarding any change of ownership so that you have the opportunity to discontinue your use of the Site or cancel your registration if you do not wish to continue to use the Web Site and the Services under the new ownership. You may not assign, transfer or sublicense these Terms of Use to any one else and any attempt to do so in violation of this section shall be null and void.

## Eligibility

You must be 18 or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the Site and the Services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Site or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Use. If you are under the age of 13, you may not use the Site or Services, in compliance with the Children's Online Privacy Protection Act. If you are the parent or legal guardian of a child under the age of 18, you may use the Site or Services on behalf of such minor child. By using the Site or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child. If you do not qualify under these terms, do not use the Site or Services. Membership in the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Web Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. The Web Site is administered in the U.S. and intended for Global users; any use outside of the U.S. is at the user's own risk and users are responsible for compliance with any local laws applicable to their use of the Services or the Web Site.

## **Informed Consent of Services**

Online second opinions and Online consultative medical services are different from the services provided in person by a physician. The physician reviewing your case will not have the benefit of information that would be obtained by examining you in person and observing your physical condition. Therefore, the physician may not be aware of facts or information that would affect his or her opinion of your diagnosis. In some cases, the facts may be critical to the opinion. We therefore strongly encourage you to discuss the second opinion/ medical opinion with your treating physician. By proceeding with this service, you acknowledge that you are aware of this restriction and exclusively assume the risk of this restriction.

You also **Acknowledge** that :

The diagnosis received is limited and provisional.

The second opinion service/ medical consultative service is not meant to replace a full medical evaluation in person.

The consulting physician does not have important information that can be usually obtained on physical examination. The absence of the physical examination could affect the ability to render an exact opinion.

The consulting physicians are licensed by the Board of Medicine in the State where they practice in their respective fields of medicine, and Not necessarily in the State you Live in.

**By using our services, you agree to exclusively accept the risk of these limitations and understand that no guarantee has been made to you concerning any particular result or cure of your condition.**

Telemedicine involves the use of electronic communications to enable healthcare providers at different locations to share individual patient medical information for the purpose of improving patient care. 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 any of the following:

Patient medical records

Medical images

Live two-way audio and video

Output data from medical devices and sound and video files

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

Responsibility for the patient care should remain with the patient's local clinician, if you have one, as does the patient's medical record.

Expected Benefits:

Access to medical care opinion by enabling a patient to remain in his/her local healthcare site (i.e. home)

Efficient telephonic medical evaluation and providing management and/or treatment options.

## Obtaining expertise of a US Based Specialist.

### Possible Risks:

As with any medical procedure, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to:

In rare cases, the consultant may determine that the transmitted information is of inadequate quality, thus necessitating a face-to-face meeting with the patient, or at least a rescheduled video consult;

Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment;

In very rare instances, security protocols could fail, causing a breach of the privacy of personal medical information;

In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors;

**By checking the box associated with Terms of use, you are giving us an "Informed Consent". You acknowledge that you understand and agree with the following:**

I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine, and that no information obtained in the use of telemedicine, which identifies me, will be disclosed to researchers or other entities without my consent.

I understand that I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my care at any time, without affecting my right to future care or treatment.

I understand the alternatives to telemedicine consultation as they have been explained to me, and in choosing to participate in a telemedicine consultation, I understand that some parts of the exam involving physical tests may be conducted by individuals at my location, or at a testing facility, at the direction of the consulting healthcare provider.

I understand that telemedicine may involve electronic communication of my personal medical information to other medical practitioners who may be located in other areas, including out of state.

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.

I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Others may also be present during the consultation other than my healthcare provider and

consulting healthcare provider in order to operate the video equipment. The above mentioned people will all maintain confidentiality of the information obtained. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history/physical examination that are personally sensitive to me; (2) ask non-medical personnel to leave the telemedicine examination room; and/or (3) terminate the consultation at any time.

### **Patient Consent To The Use of Telemedicine**

**I have read and understand the information provided above regarding telemedicine, have discussed it with my physician or such assistants as may be designated, and all of my questions have been answered to my satisfaction.**

**I have read this document carefully, and understand the risks and benefits of the teleconferencing consultation and have had my questions regarding the procedure explained and I hereby give my informed consent to participate in a telemedicine visit under the terms described above.**

### STATE SPECIFIC NOTIFICATIONS FOR CALIFORNIA RESIDENTS

You or your legal representative retains the option to withhold or withdraw consent to receive health care services via the Online Services at any time without affecting your right to future care or treatment nor risking the loss or withdrawal of any benefits to which you or your legal representative would otherwise be entitled.

All existing confidentiality protections apply.

All existing laws regarding patient access to medical information and copies of medical records apply.

Dissemination of any of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.

All provisions of these Terms of Use, including your informed consent to receive services via the Online Services are for the benefit of the treating Provider as well as for your benefit.

NOTICE

Medical doctors are licensed and regulated by the Medical Board of California

(800) 632-2322

[www.mbc.ca.gov](http://www.mbc.ca.gov)

#### FOR FLORIDA RESIDENTS

Each Provider's hours are variable. To access a Provider's in-office schedule, go to that Provider's login page where the Provider's in-office hours are posted.

#### FOR GEORGIA RESIDENTS

##### Patient Right to Know

The patient has the right to file a grievance with the Georgia Composite Medical Board concerning the physician, staff, office, and treatment received. The patient should either call the Board with such a complaint or send a written complaint to the Board. The patient should be able to provide the physician or practice name, the address, and the specific nature of the complaint.

#### FOR INDIANA RESIDENTS

Unless your Provider specifically disclosed otherwise, with the exception of charges for services delivered to patients, Providers do not have any financial interest in any information, products, or services offered through US Expert Medical Opinion, Inc

I expressly consent to Providers forwarding my patient identifiable information to US Expert Medical Opinion, Inc's designee.

I agree that I will hold harmless US Expert Medical Opinion, Inc, Inmotion Hosting, and each Provider for any loss of information due to a technical failure.

##### Notice Concerning Complaints

You may either file a complaint online or download the appropriate complaint form found at [indianaconsumer.com](http://indianaconsumer.com). If downloading, you must complete, sign, print, and mail it, along with copies of all relevant supporting documentation to:

Consumer Protection Division

Office of the Indiana Attorney General

302 W. Washington St., 5th Floor

Indianapolis, IN 46204

You can also request a complaint form by calling 800-382-5516 or 317-232-6330.

#### FOR KANSAS RESIDENTS

Notice to Patients: Required Signage for K.A.R. 100-22-6

Prepared by the State Board of Healing Arts

April 5, 2007

### NOTICE TO PATIENTS

It is unlawful for any person who is not licensed under the Kansas Healing Arts Act to open or maintain an office for the practice of the healing arts in Kansas.

Questions and concerns regarding this professional practice may be directed to:

#### FOR LOUISIANA RESIDENTS

The relationship between you and the Provider is not intended to replace the relationship between you and other providers.

The relationship between you and the Provider is supplemental. Your primary care physician is responsible for your overall health care management.

#### FOR MARYLAND RESIDENTS

Our procedure to verify the identification of the individual transmitting the communication:

We verify your identification through the assignment and use of a unique username and password combination. When you sign into US Expert Medical Opinion, Inc, your username and password identify you.

Access to US Expert Medical Opinion, Inc m data is restricted through the use of unique usernames and passwords. The username and password assigned to you are personal to you and you must not share them with any other individual.

When you choose a Provider, you will send the information by submitting it on a form. The US Expert Medical Opinion administration will receive it on their emails and it will be forwarded to the provider. During the review, the Provider will communicate with you and respond in real time.

#### FOR MASSACHUSETTS RESIDENTS

Written notice of patients' rights can be found on US Expert Medical Opinion, Inc Website.

#### FOR OKLAHOMA RESIDENTS

You always retain the option to withhold or withdraw consent from obtaining health care services via US Expert Medical Opinion, Inc. If you

decide that you no longer wish to obtain health care services via US Expert Medical Opinion, Inc , it will not affect your right to future care or treatment, nor will you risk the loss or withdrawal of any program benefits to which you would otherwise be entitled.

Patient access to all medical information transmitted during a telemedicine interaction is guaranteed by the provider and copies of this information are available at stated costs, which shall not exceed the direct cost of providing the copies.

All existing confidentiality protections apply.

Dissemination of any of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.

By agreeing with these Terms of Use, you acknowledge that you understand these provisions.

## **Privacy Policy**

### Introduction

The Company, US Expert Medical Opinion, Inc is committed to respecting the privacy rights of our customers, visitors, and other users of the US Expert Medical Opinion, Inc services ("Services") provided via the US Expert Medical Opinion, Inc websites (collectively, "Website"). The term Website refers to services located at <https://usexpertmedicalopinion.com> and <https://myusadr.com> ("Web Site, Website, Site, site") and All affiliated websites Owned, Operated, Licensed or Controlled by US Expert Medical Opinion, Inc ("Company").

We created this Website Privacy Policy ("Privacy Policy") to give you confidence as you visit and use the Website, and to demonstrate our commitment to fair information practices and the protection of privacy. This Privacy Policy is only applicable to the Website, and not to any other websites that you may be able to access from the Website or any website of US Expert Medical Opinion, Inc partners, each of which may have data collection, storage, and use practices and policies that differ materially from this Privacy Policy. Your use of the Website is governed by this Privacy Policy and the Terms of Use.

### Traffic Data Collected

We automatically track and collect the following categories of information when you visit our Website: (1) IP addresses; (2) domain servers; (3) types of computers accessing the Website; (4) types of web browsers used to access the Website; (5) referring source which may have sent you to the Website; and (6) other information associated with the interaction of your browser and the Website (collectively "Traffic Data").

### Personal Information Collected

In order for you to access certain areas of the Website, we may require you to provide us with certain information that personally identifies you ("Personal Information"). Personal Information includes the following categories of information: (1) Contact Data (such as your email address, phone number and login password); (2) Demographic Data (such as your gender, your date of birth and your zip code); (3) Insurance Data (such as your insurance carrier and insurance plan); and (4) Medical Data (such as your previous doctors and dentists ("Providers") visited, your reason for visit and your date of visit, and other medical information you choose to share with us). If you communicate with us by, for example, email or letter, any information provided in such communication may be collected as Personal Information.

### Interactive and Installed Tools

We also collect other information, some of which may be Personal Information that you voluntarily provide to us when you choose to use some of the Website's interactive tools and services ("Interactive Tools"), such as searching for Providers and appointments with them. We also collect information you provide voluntarily in free-form text boxes on the Website and through responses to surveys, questionnaires and the like. Some of the free Interactive Tools on our site ask you for health-related Personal Information. You may elect to use certain Services available through the Website that require you to download and install the software on your computer ("Installed Tools"). The Installed Tools may collect and transmit information from your computer system solely relating to use of the Installed Tools and for the purpose of providing you the relevant Services, for example, by informing when a user is logged on and available to receive update or alert notices.

### Cookies

"Cookies" are small computer files that are transferred to your computer's hard drive that contain information such as user ID, user preferences, lists of pages visited and activities conducted while browsing the Website. At your option, expense and responsibility, you may block cookies or delete cookies from your hard drive. However, by disabling cookies, you may not have access to the entire set of features of the Website.

Generally, we use "cookies" to customize your experience on our Website and to store your password so you do not have to re-enter it each time you visit the Website.

#### Information Provided on Behalf of Children

The Company, US Expert Medical Opinion, Inc does not collect information from children under the age of 13 in accordance with the Children's Online Privacy Protection Act ("COPPA") as discussed below. If you are a parent or legal guardian of a minor child, you may, in compliance with the Terms of Use of the Web Site or Services on behalf of such minor child. Any information that you provide while using the Site or Service on behalf of your minor child will be treated as Personal Information as otherwise provided herein.

#### Children's Online Privacy Protection Act

COPPA severely restricts what information can be collected from children under the age of 13. For this reason, children under the age of 13 in the United States are prohibited from using the Website. The Website is not directed at children, and US Expert Medical Opinion, Inc does not knowingly collect any information from individuals under the age of 13. If we learn that we have received any information from an individual under the age of 13, we will use that information only to respond directly to that child (or a parent or legal guardian) to inform him or her that he or she cannot use the Services and subsequently we will delete that information from our own servers.

#### The Company, US Expert Medical Opinion, Inc Use of Your Information

We may use your Contact Data to send you information about the Company, US Expert Medical Opinion, Inc or our products or Services, to contact you when necessary, including to remind you of upcoming or follow-up appointments, and in conjunction with your use of certain Interactive Tools. We may use your Demographic Data, your Traffic Data, your Insurance Data or your Medical Data to customize and tailor your

experience on the Website, in emails and other communications, displaying content that we think you might be interested in and according to your preferences. You agree that US Expert Medical Opinion, Inc may use Personal Information to allow your doctors to make appointments with other doctors on your behalf through the Services.

### Sharing of Information

We share certain categories of information we collect from you in the ways described in this Privacy Policy. We may share Demographic Data with advertisers and other third parties only on an aggregate (i.e., non-personally-identifiable) basis. We may also share your Contact Data, Demographic Data, Insurance Data and Medical Data with Providers you choose to schedule on our Website. We also share Personal Information and Traffic Data with our business partners who assist us by performing core services (such as hosting, billing, fulfillment, or data storage and security) related to our operation of the Website and/or by making certain Interactive Tools available to our users. Those business partners shall be bound to uphold the same standards of security and confidentiality that we have promised to you in this Privacy Policy, and they will only use your Contact Data and other Personal Information to carry out their specific business obligations to US Expert Medical Opinion, Inc and to provide your requested medical care and services. Last, we may transfer information about you to another company in connection with a merger, sale or acquisition by or of the Company, US Expert Medical Opinion, Inc. In this event, we will use reasonable efforts to notify you before information about you is transferred and becomes subject to a different privacy policy. The Company, US Expert Medical Opinion, Inc does not share, sell, rent or trade your Personal Information with any third parties for their promotional purposes.

### User Choice

You may choose not to provide us with any Personal Information. In such an event, you can still access and use much of the Website; however, you will not be able to access and use those portions of the Website that require your Personal Information. You have the right to request copies of available Personal information on record as well as request to erase them out of the system. Requests can be directed to the Data Protection Officer and sent electronically or by mail to our office.

## Confidentiality and Security

Except as otherwise provided in this Privacy Policy, we will keep your Personal Information private and will not share it with third parties, unless we believe in good faith that disclosure of your Personal Information or any other information we collect about you is necessary to: (1) comply with a court order or other legal process; (2) protect the rights, property or safety of or another party; (3) enforce our Terms of Use; or (4) respond to claims that any posting or other content violates the rights of third-parties.

## Physicians

Physicians, their employees, and their agents should be particularly aware of their obligations of patient confidentiality, including without limitation their obligations under the Health Insurance Portability and Accountability Act ("HIPAA"), both in communicating with the Company, US Expert Medical Opinion, Inc and in responding to a review of their services posted on our Website. US Expert Medical Opinion, Inc does not have, and will not accept, any obligations of confidentiality with respect to any communications other than those expressly stated in this Privacy Policy and the Company's Terms of Use.

## Public Information

Any information that you may reveal in a review posting or other online discussion or forum is intentionally open to the public and is not in any way private. You should think carefully before disclosing any personally identifiable information in any public forum. What you have written may be seen and/or collected by third parties and may be used by others in ways we are unable to control or predict.

## Security

The security of your Personal Information is important to us. We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. We make good faith efforts to comply with Data protection laws including GDPR. For example, when you enter sensitive information on our Website, we encrypt that information using secure socket layer technology (SSL).

Although we make good faith efforts to store Personal Information in a secure operating environment that is not open to the public, you should understand that there is no such thing as complete security, and we do not guarantee that there will be no unintended disclosures of your Personal Information. If we become aware that your Personal Information has been disclosed in a manner not in accordance with this Privacy Policy, we will use reasonable efforts to notify you of the nature and extent of the disclosure (to the extent we know that information) as soon as reasonably possible and as permitted by law.

#### Lost or Stolen Information

You must promptly notify us if your Contact Data is lost, stolen, or used without permission. In such an event, we will remove that Contact Data from your account and update our records accordingly.

#### Updates and Changes to Privacy Policy

We reserve the right, at any time, to add to, change, update, or modify this Privacy Policy so please review it frequently. These changes would be binding to you by using our website. If we do, then we may or may not notify you here, and/or post a notice on our Website, with a description of any changes (material or otherwise) and, where appropriate, a link to the modified policy so that you can review it. In all cases, the use of information we collect is subject to the Privacy Policy in effect at the time such information is collected

#### Controlling Your Personal Information

As a registered user of the Website, you can modify some of the Personal Information you have included in your profile or change your username by logging in and accessing your account. Upon your request, the Company, US Expert Medical Opinion, Inc will use commercially reasonable efforts to delete your account and Personal Information in your profile; however, it may be impossible to remove your account without some residual information being retained by the Company, US Expert Medical Opinion, Inc.

#### Links to Other Websites

The Website contains links to third party websites to which US Expert Medical Opinion, Inc has no affiliation. The Company, US Expert Medical Opinion, Inc does not share your personal information with those websites and is not responsible for their privacy practices. Some web sites may have the look and feel of our Website. Please be aware that you may be on a different site and that this Privacy Policy only covers our Website. Should you decide to visit one of these third party websites, we suggest that you read its privacy policy.

## Florida Patient Bill of Rights and Responsibilities SUMMARY OF THE FLORIDA PATIENT'S BILL OF RIGHTS AND RESPONSIBILITIES

Florida law requires that your healthcare provider or health care facility recognize your rights while you are receiving medical care and that you respect the health care provider's or health care facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your health care provider or health care facility. A summary of your rights and responsibilities follows:

A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.

A patient has the right to a prompt and reasonable response to questions and requests.

A patient has the right to know who is providing medical services and who is responsible for his or her care.

A patient has a right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.

A patient has the right to know what rules and regulations apply to his or her conduct.

A patient has the right to be given by the health care provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.

A patient has the right to refuse any treatment, except as otherwise provided by law.

A patient has the right to be given, upon request, full information and necessary counseling on the availability of known financial resources for his or her care.

A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the health care provider or health care facility accepts the Medicare assignment rate.

A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.

A patient has the right to receive a copy of a reasonably clear and understandable, itemized bill and, upon request, to have the charges explained.

A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap, or source of payment.

A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.

A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.

A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the health care provider or health care facility which served him or her and to the appropriate state licensing agency.

A patient is responsible for providing to the health care provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.

A patient is responsible for reporting unexpected changes in his or her condition to the health care provider.

A patient is responsible for reporting to the health care provider whether he or she comprehends a contemplated course of action and what is expected of him or her.

A patient is responsible for following the treatment plan recommended by the health care provider.

A patient is responsible for keeping appointments and, when he or she is unable to do so for any reason, for notifying the health care provider or health care facility.

A patient is responsible for his or her actions if he or she refuses treatment or does not follow the health care provider's instructions.

A patient is responsible for assuring that the financial obligations of his or her health care are fulfilled as promptly as possible.

A patient is responsible for following health care facility rules and regulations affecting patient care and conduct.

Full Document found on the following webpage:

<http://www.flsenate.gov/Laws/Statutes/2011/381.026>