

TELEHEALTH WEBSITE TERMS OF SERVICE

TELEMON™

Last Revised: November 1, 2021 (“Effective Date”)

Welcome to the TeleMon™ website (telemon.monhealth.com) (the “Site”). Monongalia Health System, Inc. (collectively “the Company”, “we”, “our” or “us”) provides this Site for your personal use. We operate the Site with links to a third party telehealth platform provider, through which we offer an online telehealth service. As used throughout these Website Terms of Service (“Terms of Service”), the term “Services” means the provision of primary care telehealth services by an appropriately licensed physician or advanced practice provider (collectively, the “Health Care Professionals”). These Services enable you to access and engage with Health Care Professionals to obtain the Services.

Please read these Terms of Service carefully, as well as our Notice of Privacy Practices, our Website Terms of Use (“Terms of Use”), our Authorization for Release of Medical Records, and any other notices on the Site, because they govern your use of the Site and the Services provided through the Site. For purposes of these Terms of Service, the term “User” includes anyone who may be a subscriber to the Site and Services, as well as any non-subscribing users of the Site and Services.

To use the Services, you must agree to be bound by all of the terms and conditions contained in these Terms of Service. By clicking the “AGREE” box provided in conjunction with these Terms of Service, you are indicating that you agree to be bound by all such terms and conditions. If you do not agree to some or all of these terms and conditions, you are not authorized to access or use the Site or the Services and should not use the Site or the Services. If you do not agree to these Terms of Service, please leave this Site.

THESE TERMS OF SERVICE REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, AND INCLUDE A CLASS ACTION WAIVER. THESE TERMS OF SERVICE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

The Services you receive from Health Care Professionals through the Site should not be used as a replacement for a primary care provider relationship. The Services you receive from Health Care Professionals through the Site may not necessarily give rise to a provider-patient relationship or an ongoing treatment relationship. You are expected to seek follow-up or emergency care when recommended by a Health Care Professional or when otherwise needed, and you should continue to consult with your primary care provider and/or any other health care providers as needed or recommended. Additionally, the Health Care Professionals who provide Services through the Site may make recommendations and/or arrangements for follow-up care, as appropriate, and you are welcome to access our Services for these follow-up visits. While our Site and the Services provided through the Site are intended to provide benefits such as

convenient access to Health Care Professionals and the Services they provide, there do exist potential risks associated with use of the Site and the Services, which are outlined in these Terms of Service, including the Informed Consent to Treatment (the “Consent”).

THIRD PARTY WEBSITES AND CONTENT

Our Site, via third party websites, may provide access to outside content. Additionally, the Site may integrate third party applications, products, or services which may subsequently gain access to your data and/or protected health information (“PHI”). These third party applications, products, and services are not affiliated with the Company and, as such, may have different policies regarding the handling of PHI and personally identifying information (“PII”). Your use of these third party applications, products, and services is subject to the terms and conditions and privacy practices / policies maintained by such applications, products, and services. We make no representations or warranties with respect to third party applications, products, or services, or how they operate, including operations involving the privacy, security, exchange, and transmission of your data. We advise you to review the terms and conditions and policies / practices for all third party applications, products, and services with which you engage. We do not endorse, or hold any responsibility for, the information, practices, and policies they hold.

As our Company is distinct from any third party websites with whom we partner for the Services, or to which we otherwise link to through our Site, you acknowledge and agree that we are not responsible for the quality, integrity, safety, accuracy, availability, reliability, or legality of such third party websites, or resources contained therein, and that we are not responsible or liable for any content, advertising, products, or other material available from such third party websites. Further, you acknowledge that our Company shall not be responsible or liable, directly or indirectly, for any damage, harm, injury, or loss of any kind caused or alleged to be caused by or in connection with the use of or reliance upon any content, material, or services available through any third party websites.

PAYMENT

By agreeing to these Terms of Service, you agree that you have reviewed and understand, acknowledge and/or certify as true each of the terms below:

If applicable, you agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing the Company with your credit card number and associated payment information, you agree that we are authorized to immediately invoice your account for all fees and charges due and payable to the Company hereunder and that no additional notice or consent is required.

We reserve the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Service.

You understand and agree that for any Services provided on an appointment basis, you may be responsible for a missed appointment fee according to the current fee schedule if you do not

cancel a scheduled appointment at least twenty-four (24) hours in advance of the scheduled appointment time.

INSURANCE

If your insurance provider has arranged with the Company to pay any fee or any portion of the fee (if applicable), or if the fee is pursuant to some other arrangement with the Company, that fee adjustment will be reflected in the fee that you are ultimately charged. Please check with your insurance provider to determine whether any Services will be reimbursed.

- If applicable, the insurance information you have provided is accurate, complete, and current, and no other unidentified coverage exists.
- You assign your right to receive payment of authorized benefits to the Company.
- You request that payment of authorized benefits be made on your behalf to the Company for any services furnished to you by Health Care Professionals.
- You authorize the Company to file appeals on your behalf for any denials of payment and/or adverse benefit outcomes related to Services provided.
- If your insurance provider will not direct payment to the Company, you agree to forward all insurance payments that you receive for the Services rendered by the Company, to the Company.
- You authorize the Company to release to your insurance provider any information needed to determine eligibility for benefits payable for the Services rendered.
- You are responsible for all charges for the Services provided to you which are not covered by your insurance provider or for which you are responsible for under your insurance plan.

Further, you agree that, if permissible by law, you will reimburse the Company for all costs, expenses, and attorneys' fees that may be incurred to collect payment for those charges related to Services rendered to you. These terms and conditions, and assignment of benefits, will apply and extend to any subsequent visits and appointments through which you utilize the Services.

If you do not have insurance coverage for the Services, or if your coverage for the Services is denied by your insurance provider, you acknowledge and agree that you shall be personally responsible for all incurred expenses. The Company offers no guarantee that you shall receive any such reimbursement from your insurance provider for the Services provided by Health Care Professionals.

If your health insurance coverage does not include, or is not sufficient to satisfy, the Service charges in full, you may be fully or partially responsible for payment. The Health Care

Professional providing the Services may determine that the Services are not appropriate for some or all of your treatment needs, and, accordingly, may elect not to provide Services to you.

PRIVACY AND SECURITY

We are required to comply with federal and state health care privacy and security laws, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), its implementing regulations, and any state equivalents. HIPAA requires us to implement and maintain safeguards to protect the security of your PHI. Details regarding our privacy practices, including permitted uses and/or disclosures of your PHI, can be found in our Notice of Privacy Practices.

As part of providing the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements, and administrative messages. These communications are considered part of the Services and related to your Account with the Site. The Company will not include your PHI in any such communications, though the Company may include your PHI when contacting you directly via a secure message service. The Company cannot secure any PHI sent to us by email because such information can be accessed by other internet users. If you choose to send your PHI by email, you acknowledge and agree that email is an insecure means of communication. Information relating to the Services you receive, including clinical notes and medical records, are stored on secure, encrypted servers maintained by the Company and our third party partners.

USER ACCOUNTS

To access our Services, you must create a User Account and agree to provide us with the most accurate, complete, and up-to-date information. You also agree to continually update such information as needed, in order to maintain its accuracy. When you register for a User Account through our third party telehealth platform provider, you may be required to provide some of your PII. Details of our use of your PII can be found in our Notice of Privacy Practices and our Terms of Use.

To create a User Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register for a User Account or use our Services. By agreeing to these Terms of Service, you certify that the information you provide under your User Account, at all times, and any information you upload to your User Account, is true, accurate, current, and complete, to the best of your knowledge. You may not share or transfer your User Account, or create more than one User Account.

You are responsible for maintaining the confidentiality of your User Account password and you are fully responsible for all activities that occur under your User Account. You are responsible for exiting your User Account completely and logging off at the end of each session. Please use caution when accessing your User Account from public or shared computers. You agree to notify the Company immediately of any unauthorized use of your User Account or any breach in its

security. We will not be held liable for any loss or damage arising from your failure to comply with the above.

INFORMED CONSENT TO TREATMENT

The Company offers telehealth-based primary care telehealth services provided by Health Care Professionals to Site users. The terms “telemedicine,” “telehealth,” and “distance care” refer to a form of health care services that relies on telecommunications technology, such as an interactive audio-video interface, that allows a patient or provider in one location to see, speak with, share information with, and consult with a provider in another distant location. The information so exchanged may be used for diagnosis, therapy, treatment, follow-up care, consultation, education, care management, and/or self-management of a patient's health care, and may include any of the following:

- Patient medical records;
- Patient medical images;
- Live two-way audio and video communications; and/or
- Output data from medical devices and sound and video files.

Electronic systems used to provide telemedicine services will incorporate network and software security protocols to protect the confidentiality and integrity of patient PHI, including patient imaging data, and will include measures to safeguard the data to protect its confidentiality, integrity against unauthorized use / disclosure and/or intentional or unintentional corruption, and availability. For more information, see the Company's Notice of Privacy Practices.

By accepting these Terms of Service, you hereby consent to participate in the telehealth services under the terms and conditions described herein.

BENEFITS AND RISKS OF TELEHEALTH SERVICES

Telehealth provides access to care in circumstances where it may be difficult to provide otherwise. The benefits of telehealth services may include improved and easier access to health care by enabling patients to remain in their own locations and more efficient health care evaluation and management, often at a lower cost compared to other alternatives.

Yet, as with any type of health care service, there are potential risks associated with the use of telehealth services and, hence, the Services provided via this Site. Among the most important are the following:

- Information available to the Health Care Professional may not be sufficient to make a correct diagnosis or other medical decisions. There could be limitations, for example, in the information transmitted to the Health Care Professional; access to the patient's complete

medical records, which could lead to incorrect diagnoses or adverse drug interactions or allergic reactions; and the physical examination that Health Care Professional can perform (in particular, information that can be obtained only by touching the patient or being physically present with the patient will not be available).

- In some cases, the Health Care Professional may conclude that the information transmitted is not sufficient (e.g., poor resolution of images), or on some other basis the nature of your problem is such that it does not allow for the Services to be provided appropriately by the Health Care Professional without an in-person evaluation.

- Telehealth relies on electronic communications and devices. Any technical failure or power outage could therefore delay or disrupt such communications and hinder, delay, or erase our ability to assist you. These limitations could result in an incorrect diagnosis, which in turn could lead to treatment that is not helpful, or that could even be harmful; or to adverse drug interactions, allergic reactions or other problems. Health Care Professionals performing Services through the Site are aware of these limitations and take them into account in making clinical decisions within the scope of their practice. Where necessary, these Health Care Professionals will refer patients to in-person care. The risk of error nevertheless exists.

- No electronic communication is entirely safe from intruders. Security protocols could fail, causing a breach of privacy of personal medical or mental health information. See our Notice of Privacy Practices.

- In some cases, applicable laws may prevent Health Care Professionals from providing the Services you desire through the Site. When that is the case, the Health Care Professional will refer you to an appropriate provider who can provide the services you desire.

- Since telehealth remains a relatively new approach to care, risks not yet identified, possibly significant, could also exist.

You are under no obligation, of course, to obtain care via telehealth. You may do so through conventional, in-person services instead of or in addition to these Services. Please feel free to provide feedback to the Company should you become concerned that care via telehealth may be insufficient for your needs.

USE OF THE SERVICE BY MINORS

By using the Site and the Services, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement. The User Account holder for any patients under the age of eighteen (18) (“Minors”) who utilize the Site and the Services must be the patient's parent or legal guardian. If you register for a User Account as the parent or legal guardian on behalf of a Minor, you will be fully responsible for complying with these Terms of Service, and for any and all actions taken by the Minor when accessing the Site or Services.

A parent or legal guardian of a Minor may prohibit such individual's use of the Site and the Services. If you are the parent or legal guardian of a Minor and believe that such individual has used the Site and/or the Services without your consent or authorization, please contact us at <https://www.monhealth.com/main/contact-us>.

Notwithstanding the foregoing, Minors under thirteen (13) years of age are not permitted to access or use the Site or the Services or to enter into this Agreement, even if a parent or guardian would be willing to provide consent.

If you wish to allow Health Care Professionals you encounter through the Site to diagnose or treat a Minor, except where under applicable law at the site of treatment parental consent is not required, you must, at the time and for the duration of your communication with a Health Care Professional through the Site be physically present with the Minor. You must identify yourself as the Minor's parent or guardian. You must decide whether, on the Minor's behalf, to grant informed consent to the Health Care Professional's provision of the Services.

In certain circumstances as determined by state law, a Minor is himself/herself deemed capable of granting informed consent, independent of a parent or guardian. The Company is solely responsible for determining whether those circumstances apply to the case of any given minor. Where they do, your consent is not required, nor is your presence, during the communication between the Minor and the Provider. In fact, the Minor may lawfully forbid the Health Care Professional to disclose to you any information concerning care to which these exceptions apply and may prohibit your physical presence during the consultation.

ACCESS RIGHTS

We hereby grant to you a limited, non-exclusive, non-transferable right to access the Site and the Services solely for your personal non-commercial use and only as permitted under these Terms of Service and any separate agreements you may have entered into with us (“Access Rights”).

We reserve the right, in our sole discretion, to deny or suspend use of the Site and the Services to any one for any reason. You agree that you will not, and that you will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Site or the Services to violate any local, state, national, or international law; (c) reverse-engineer, disassemble, decompile, or translate any software or other components that the Site or the Services utilize, including third party platforms; (d) distribute viruses or other harmful computer code through the Site or that of our third party partners; or (e) otherwise use the Site or the Services in any manner that exceeds the scope of use granted above.

In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with Health Care Professionals or other Company agents through the Site, and you agree to refrain from contacting Health Care Professionals for health care services outside of the Site and the Services.

We are not responsible for any interactions with Health Care Professionals that are not conducted through the Site or the Services.

We strongly recommend that you do not use the Site or the Services on public or shared computers. We also recommend that you do not store your User Account password through your web browser or other software.

TERMINATION

You may deactivate your User Account and end your registration at any time, for any reason by contacting us at <https://www.monhealth.com/main/contact-us>.

The Company may suspend or terminate your use of the Site and Services, your User Account, and/or your registration for any reason at any time.

Subject to applicable law, we reserve the right to maintain, delete, or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, the Company will have no further obligation to provide you Services, except to the extent we are obligated to provide you access to your health records or Health Care Professionals are required to provide you with continuing care under their applicable legal, ethical, and professional obligations to you.

RIGHT TO MODIFY

We may, at our sole discretion, change, add, or delete portions of these Terms of Service at any time. Any modifications will be communicated to our users by posting to the Site. Continued use of the Site and the Services following any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms of Service, inclusive of such changes.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SITE OR THE SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, AND SYSTEM INTEGRATION.

The Company is not responsible for any inaccurate or incorrect content posted on the Site or relayed through the Services provided. We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, any Communication caused by the user, the Company, or a third party. The Company is not responsible for any problems or

technical malfunctions of network or phone lines, computer equipment or systems, servers, providers, software, email providers, or internet traffic, including injury or damage to you or any other person's computer related to or resulting from using our Site or the Services. Under no circumstances will the Company or any of its affiliates or third parties be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Site or the Services, or any content posted on or transmitted from the Site or relayed through the Services provided. The Company does not guarantee or promise any specific results from your use of the Site or the Services.

General advice posted to the Site or relayed through the Services provided is for informational purposes and is thus not intended to replace or substitute for any medical service or advice. General advice also does not form the basis for a provider-patient relationship. We disclaim any and all liability regarding any treatment, action by, or effect on any person following any general information offered or provided via the Site or relayed through the Services provided. Specific concerns that require medical advice should be directed to an appropriately trained health care provider.

The Site is intended for use within the United States and specifically, in the following states: West Virginia. Those choosing to access the Site outside of the U.S. are responsible for compliance with all local laws, including those which may apply to content on the Site which may be prohibited locally.

LIMITATIONS ON LIABILITY

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ACTUAL, PUNITIVE, AND/OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUES, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, COST OF SUBSTITUTE PRODUCTS OR SERVICES, BODILY INJURY, OR DEATH OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATED IN ANY WAY TO YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE UNDER THEORY OF BREACH OF CONTRACT, TORT, NEGLIGENCE, CONTRACT, WARRANTY, STATUTE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU ARISING FROM THESE TERMS, THE USE OF OR INABILITY TO USE THE SITE OR THE SERVICES, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF \$100.00 USD OR THE AMOUNT PAID BY YOU TO THE COMPANY FOR ACCESS TO AND USE OF THE SITE AND/OR THE SERVICES.

YOU RELEASE THE COMPANY AND HOLD IT AND ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, SUPPLIERS, AND PROVIDERS, AND ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE WEBSITE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE AS CITED ABOVE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE AND THE SERVICES. WE, AND THOSE REFERENCED DIRECTLY ABOVE, EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF ANY CONSULTING SERVICES VIA OUR SITE OR THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR MEDICAL MALPRACTICE. YOU WAIVE THE PROVISION OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE. To the extent the Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

The failure of our Company to enforce any right or provision of these Terms of Service does not constitute a waiver of future enforcement of any right or provision. If, for any reason, a court of competent jurisdiction or an arbitrator finds any portion of a provision of these Terms of Service unenforceable or invalid, that provision will otherwise be enforced to the maximum extent permissible. All other provisions of these Terms of Service will remain in full force and effect.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE COMPANY, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, AND ANY SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND OTHER THIRD PARTY PARTNERS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, DEMANDS, COSTS, AND EXPENSES OF EVERY KIND AND NATURE (INCLUDING ACTUAL, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL), KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED TO, YOUR USE OF THE SITE AND THE SERVICES. YOU WAIVE THE PROVISION OF ANY STATE OR LOCAL LAWS THAT LIMIT OR PROHIBIT SUCH A GENERAL RELEASE.

GEOGRAPHICAL RESTRICTIONS

The Company makes no representation that all products, services and/or material described on its Site, or the Services available through the Site, are appropriate, legal, or available for use in locations outside the United States or in all territories within the United States.

You hereby certify that if receiving primary care telehealth services from a Health Care Professional via the Site, you are physically located in the State of West Virginia at the time you are receiving such Services. The Health Care Professionals rely upon this certification in order

to provide the Services to you, and your ability to access the Services is fully conditioned upon your truthfulness of this certification. Should your certification of your location be inaccurate or untruthful, you agree to indemnify the Company, the Health Care Professionals, and any Company subsidiaries, affiliates, officers, agents, and other partners, harmless from any resulting loss, liability, damages, costs or claims, made by you or any third party.

DISCLOSURES

Each of the Health Care Professionals performing Services through the Site holds a professional license that was issued by a professional licensing board in the state in which he/she practices.

You can report a complaint relating to any Services provided by a Health Care Professional by contacting the professional licensing board in the state where the Services were received, or by contacting the Company directly.

Any clinical records created as a result of your use of the Site and the Services will be securely maintained by the Company and/or its third party partners on behalf of the Health Care Professional with whom you consult, for a period that is no less than the minimum number of years that such records are required to be maintained under state and federal law, typically at least six (6) years.

DISPUTE RESOLUTION

Except as otherwise set forth in these Terms of Service, you hereby agree to resolve any and all controversies, claims, and/or disputes (each, a “Dispute”) arising as a result of your use of the Site or the Services, solely pursuant to the terms of the section below.

- **Management Resolution.** Disputes shall first be referred to each party or their authorized representatives for discussion and resolution (“Management Resolution”).
- **Arbitration.** Should Management Resolution fail to resolve the Dispute, then you agree that the Dispute shall be resolved by final, binding arbitration (“Arbitration”) administered by the American Arbitration Association (“AAA”) under the AAA's Commercial Arbitration Rules. Under any event of Arbitration, including but not limited to any action to compel, enforce award of Arbitration or seek injunctive relief pursuant to these Terms of Service, the prevailing party shall be entitled to an award of their reasonable attorney's fees and costs for such proceeding, including any related trial or levels of appeal.
- **Governing Law.** This agreement is governed by the laws of the State of West Virginia. For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to these Terms of Service, the parties consent to the venue of Morgantown, West Virginia, United States, and each party expressly waives any objection to jurisdiction and venue in such courts.

- Injunctive Relief. Each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

EMERGENCIES

THE COMPANY DOES NOT PROVIDE EMERGENCY CARE THROUGH THE SITE. IF YOU THINK YOU ARE FACING AN EMERGENCY, PLEASE DO NOT RELY ON THE SITE FOR HELP. IMMEDIATELY CALL 911 OR GO TO YOUR NEAREST EMERGENCY ROOM.

CONFIDENTIALITY

See our Notice of Privacy Practices.

AGREEMENT TO SERVICE

You understand that by checking the “AGREE” box for these Terms of Service and/or any other forms presented to you on our Site you are agreeing to these Terms of Service, as well as the Site's Terms of Use, and that such action constitutes a legal signature.

I ACKNOWLEDGE THAT ALL MY QUESTIONS HAVE BEEN ANSWERED TO MY SATISFACTION.

I ACKNOWLEDGE THAT I HAVE READ THESE TERMS OF SERVICE AND THAT I AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN.

No waiver by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

If you have any questions about these Terms of Service, or the Site or Services, or would like to report any violations of our Terms of Service, please contact the Company at <https://www.monhealth.com/main/contact-us>.