

WEBSITE TERMS OF USE

TELEMON™

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

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TERMS AND CONDITIONS FOR THE USE OF THIS SITE

These Website Terms of Use (“Terms of Use”) describe the terms and conditions of use of this website by you, the website viewer, and your rights and responsibilities as a user. By: (a) accessing and using our Site, (b) providing payment for and/or using any Services provided by us thereunder, and/or (c) providing your personal information to us, you agree and are thus bound by all of the terms and conditions set forth herein, whether or not you register for a user account (“Account”) with us. As used throughout these Terms of Use, the term “Services” means the primary care telehealth services provided by an appropriately licensed physician or advanced practice provider (collectively, the “Health Care Professionals”).

We have the right to revise these Terms of Use without notice to you, and thus advise all users of the Site to visit this page frequently to review them. The most current version of these Terms of Use can be viewed by clicking on the “Terms of Use” link posted at [telemon.monhealth.com] By accessing and using this Site, you agree to these Terms of Use and any changes to these Terms of Use that may be in force at that time. If you do not agree to these Terms of Use, please leave this Site.

We encourage you to review our Privacy Policy, as your agreement to these Terms of Use includes agreement to our Privacy Policy (as referenced below). Additionally, we may provide additional Website Terms of Service (“Terms of Service”), so please review those terms that apply should you wish to make use of our Services.

Should you find other terms, conditions, or disclaimers on pages, applications, or programs within the Site, and you believe there is a conflict between these Terms of Use and those terms, conditions, or disclaimers posted for that particular area of the Site, the terms, conditions, or disclaimers for that particular page, application, or program will take precedence to the extent there is a conflict. Additionally, any conflict arising between these Terms of Use and our Privacy Policy shall be resolved by the Privacy Policy taking precedence with respect to the subject matter in question. Any conflict between these Terms of Use and our Terms of Service shall be resolved by the Terms of Service taking precedence with respect to the subject matter in question.

SITE CONTENT

We operate this Site to facilitate the Services to be provided by Health Care Professionals. These Health Care Professionals deliver the Services through our Site as independent professionals practicing within the scope of their individual licenses, certifications, education, and capabilities. While the Site is intended to serve the general public by providing general information about health care services, and may facilitate the provision of Services by Health Care Professionals, the Company does not itself provide any Services and the Site is not intended to interfere with the provision of Services by Health Care Professionals. The Site is not offered as an alternative or substitute to medical services, advice, or referrals from a licensed physician. **Any potential or actual emergency should be handled by contacting 911 and/or seeking emergency care immediately.**

Content on the Site is offered to the general public as educational and is strictly informational. Your use of the Site warrants that you will not use it for any purpose that is unlawful or prohibited by these Terms of Use. Although the Company attempts to ensure the accuracy and integrity of the information on the Site, it makes no representations, warranties, or guarantees as to the accuracy of the Site and its content, and as such it is possible that the Site could include typographical or other errors, or inaccuracies, and that unauthorized additions, deletions, and/or alterations could be made to the Site by third parties. In the event that any inaccuracy arises, please inform us so that it can be corrected.

The Site may provide access through links to third party websites that provide encrypted and password-protected access to our Service. These websites may offer recipients access to our Service for which participants will have received additional information regarding the terms of such service, prior to being granted access.

PERMISSIONS AND RESTRICTIONS FOR USE OF THIS SITE

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Additionally, restrictions to use of the Site include accessing or tampering with non-public areas of the Site or our systems, or the delivery of our systems or the Services. You may not interfere with the access of any Site user, host, or network related to our Site or the Services (e.g., sending viruses, overloading, flooding, spamming, mail-bombing) or attempt to tamper or change any Site-related software.

Any use of our Site or its Content not expressly permitted within these Terms of Use is a breach of the Terms of Use and may violate U.S. laws. The Company reserves the right, in our sole discretion, to deny or suspend use of the Site or Services to anyone for any reason.

USER SUBMISSIONS AND PII

Any information, material, comments, or other communication submitted to us (other than personal health information (“PHI”) as governed by our Terms of Service and our Notice of Privacy Practices) will be treated as confidential and will not otherwise be disclosed to third parties. We do not collect and store personally identifying information (“PII”) from Site users; any PII collected and received via form submission or email is submitted voluntarily and may be used to respond back to a user as necessary. Any PHI submitted via form submission or email is also submitted voluntarily and its use is governed by our Notice of Privacy Practices. More information regarding PII and its use on our Site and in our Services can be found in our Privacy Policy.

You agree not to provide any user information that: (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior; (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity; or (c) contains or transmits a virus or any other harmful component.

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risk. Site users are expected to independently assess whether information and resources from any website, including ours, will meet their needs.

DISCLAIMERS

Use of this Site is at your own risk. We provide no warranty that our Site will operate without interruption or error, or that the Site and its server are free from viruses or other harmful technologies. Any subsequent damage to your computer system, or loss of data, that results from your use of the Site falls under your assumed risk and responsibility. Further, while we aim to ensure appropriate and accurate sharing of information, we make no warranties regarding the content of the site, its quality, accuracy, truthfulness, or reliability.

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You acknowledge and agree that the Health Care Professionals using the Site to provide Services are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all such Services, including any advice, instructions, treatment decisions, and other professional services performed, and that all diagnoses, treatments, procedures, and other professional services will be provided and performed exclusively by or under the supervision of Health Care Professionals, in their sole discretion, as they deem appropriate.

LIMITATIONS ON LIABILITY

THE COMPANY SHALL NOT BE LIABLE TO ANY USER OF THE SITE, OR ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, FOR ANY DAMAGES WHATSOEVER RESULTING FROM YOUR USE OR INABILITY TO USE THE SITE, ITS MATERIAL, OR ANY THIRD PARTY WEBSITES LINKED TO THIS SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, OR LOSS OF PROGRAMS OR OTHER DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOUR SOLE REMEDY TO ANY PROBLEM WITH THIS SITE, INCLUDING ERRORS FROM AND INACCURACIES WITHIN, IS TO CEASE USING

THE SITE AND THE SERVICES PROVIDED THEREUNDER. THE COMPANY, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, AND ANY THIRD PARTY WHO PROMOTES THE SERVICES OR PROVIDES YOU WITH A LINK TO THE SITE, SHALL NOT BE LIABLE FOR YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTY, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ITS USE.

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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.

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VIOLATIONS AND FEEDBACK

Feedback regarding our Site is welcomed and can be submitted by utilizing our contact form on our website.

Additionally, please report any violations of these Terms of Use to the Company by utilizing our contact form on our website.