

## eHealth Platform Terms and Conditions of Use

Carefully review these Terms and Conditions of Use (“Terms of Use”) as they govern your access to and use of eHealth Direct Care, PLLC’s (“eHealth,” “we,” “us,” and “our”) Platform. The Terms and Conditions of Use (“Terms”) is a legally binding agreement between eHealth, including all affiliates and you, the individual who is accessing or using the Platforms or Websites (as defined below).

While accessing any of the Platforms or Websites, you agree to be bound by the Terms and Conditions of Use to all eHealth Platforms and Websites. The non-medical business support services, our Website, which includes, but is not limited to, [www.ehealthdirectcare.com](http://www.ehealthdirectcare.com) and/or our eHealth Electronic Health Record (EHR) are collectively referred to as our “**Platform.**” Our services (“Services”) are made available through our Website and/or our EHR. You are bound by the same Terms and Conditions of Use for all Services as available through Platform.

### FORMAL ACKNOWLEDGEMENT

By clicking “Accept,” and/or “Accessing” our Platform you acknowledge you have read the Terms and Conditions of Use in its entirety, understand, and fully accept all Terms and Conditions contained herein these Terms and Conditions of Use, our Privacy Policy, provided to you by eHealth. If you do not agree to be bound by these Terms and Conditions of Use and our Privacy Policy, you should promptly exit our Platform and/or the Services.

### Tracking

eHealth does take steps as part of the Platform to de-identify your user experience. We do not track any information on the website that is considered Private Health Information (PHI). We do collect information automatically as you navigate through the site, including information on behaviors, browsing actions, and patterns throughout your Platform experience. We use information that we collect or that you provide to us to ensure the Platform is working as intended and to improve the user experience. You may be contacted through text voice or email with questions to help enhance the Platform. We do not sell your user information to any third parties.

### Ownership of the Platform

The Platform contains confidential and proprietary information, materials, data, databases, contents, processes, methodologies, know-how, software, text, displays, images, video, audio, trademarks, logos, service marks, features and functionality, and the design, selection and arrangement thereof, are owned by eHealth, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade dress, trade secret and other intellectual property or proprietary rights laws (collectively, the “**Content**”).

These Terms and Conditions of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, including but not limited to Content, except: (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (b) you may store files that are automatically cached by your Web browser for display enhancement purposes; and (c) you may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication or distribution. You must not: (a) modify copies of any materials from the Platform or received through the Services; (b) use any illustrations, communications, photographs, video or audio sequences or any graphics separately from the accompanying text; or (c) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform.

You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content, or other proprietary information (including, without limitation, images, text, page layout, or form) of eHealth without our express written consent.

You must not access or use any part of the Platform or any services or materials available through the Platform for outsourcing for others or as part of a service bureau business so otherwise for the benefit of unaffiliated third parties who pay directly for its benefit or for other similar commercial purposes, or otherwise exploited for any commercial purpose without express written consent of eHealth.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms and Conditions of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by eHealth. Any use of the Platform not expressly permitted by these Terms and Conditions of Use is a breach of these Terms and Conditions of Use and may violate copyright, trademark and other laws.

## **Access to Platform**

### **Third-Party Links**

We make no representations whatsoever about any other website that you may access through the Platform. When you access a non-eHealth website, please understand that it is independent from us, and that we have no control over the content on that website or its functionality. In addition, a link to a non-eHealth website does not mean that we endorse or accept any responsibility for the content, or the use, of the linked website. It

is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third-party websites linked to the Platform, you do this entirely at your own risk.

## **External Services**

The Platform may enable access to eHealth's and/or third-party services and websites, including social media sites (collectively and individually, "**External Services**"). You agree to use the External Services at your sole risk. We are not responsible for examining or evaluating the content or accuracy of any third-party External Services and shall not be liable for any such third-party External Services. Data displayed by the Platform or External Service, including but not limited to financial, medical, and location information, is for general informational purposes only and is not guaranteed by eHealth or its agents. You will not use the External Services in any manner that is inconsistent with the terms of these Terms and Conditions of Use or that infringes the intellectual property rights of eHealth or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten, or defame any person or entity, and that we are not responsible for any such use. External Services may not be available in all languages or in your Home Country and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on any External Services at any time without notice or liability to you.

## **Security, and Restrictions**

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Platform or any portion thereof without authorization, in violation of these Terms and Conditions of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Platform, deep-link to any feature or content on the Platform, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.

Violations of system or network security may result in civil or criminal liability. eHealth may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working order or manner of the Platform or any activity being conducted on the Platform.

Users may access and use the Platforms and/or Websites via remote access connectivity. eHealth allows you a limited, non-exclusive, non-sublicensable, revocable, non-transferable access level to use the Platforms, where you must create an account to access Services. eHealth is the owner and operator of all data, information, and otherwise as part of the Platform.

In the event access to the Platform or a portion thereof is limited requiring a user ID and password (“**Protected Areas**”), you agree to access Protected Areas using only your user ID and password as provided to you by us. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Platform may be revoked by eHealth at any time with or without cause. You agree to defend, indemnify, and hold eHealth harmless from and against all third-party claims, damages, and expenses (including reasonable attorneys’ fees) against or incurred by arising out of your breach of these Terms and Conditions of Use or violation of applicable law, your use or access of the Platform, or access by anyone accessing the Platform using your user ID and password. You are required to immediately and confidentially notify eHealth in writing by contacting Customer Support in the event any of the following may occur: unauthorized use or access to your user ID and password, and any other breach of security that involves our Platforms.

If you submit, upload, post, or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images, or other materials to us or our Platform (“**User Information**”), 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. You agree not to contact other Platform users through unsolicited e-mail, telephone calls, mailings, or any other method of communication. You represent and warrant to eHealth and Medical Group that you have the legal right and authorization to provide all User Information to eHealth and Medical Group for use as set forth herein and required by eHealth and the Medical Group Provider.

## **Accuracy and Integrity of Information**

Although we attempt to ensure the integrity and accuracy of the Platform, we make no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Platform and Content therein. It is possible that the Platform could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Platform by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected. We reserve the right to unilaterally correct any inaccuracies on the Platform without notice. Information contained on the Platform may be changed or updated without notice.

Additionally, eHealth shall have no responsibility or liability for information or Content posted to the Platform from any unaffiliated third party.

We have made significant efforts to accurately display the colors of our products that appear on the Platform. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

## **Typographical Errors and Incorrect Pricing**

In the event a Product or Service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers or business partners, we shall have the right to refuse or cancel any orders placed for a Product or Service listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

Price changes may take effect at the start of the next applicable period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Platform after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing prior to the price change going into effect.

The Terms and Conditions of Use herein are made part of this Agreement, incorporate as amendments include our Refund, Credit, Cancellation, and No-Show policies. For further information, please review our policies on the Website and/or Platforms directly.

## **User Terms and Conditions of Use**

### **Your Account**

You agree to: (a) provide true, accurate, current, and complete information when registering to use the Platform and establish your account ("**Registration Information**") and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account. You are entirely responsible for maintaining the confidentiality of any passwords and any usage and activities that occur in connection with your account. You agree not to allow others to access your account or utilize your password. Doing so will compromise the security of your account.

## **Prohibited Use**

As a condition of the Platform and/or Websites, you are prohibited from any of the following: (1) Potentially Harmful Behavior – Any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Websites and Platforms or computers of any kind, and any unsolicited advertising, solicitation or promotional materials; (2) Misrepresentation of your identity or affiliation in any way; (3) Gain unauthorized access to the Websites and Platforms, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Websites and Platforms; (4) Violate any applicable laws or regulations in any way; (5) Breach or violate Security regulations in any way; and (6) Conduct any other behavior, action, or otherwise that causes harm to Platform.

## **Consent to Receive Calls, Text Messages, Emails, and Audio and/or Video Recording**

By accessing Platform and/or Websites, you are agreeing to be contacted by or on behalf of eHealth at the mobile number by phone, text message or email to receive information, product or service related (e.g., progress tracking, reminders, etc.) messages and communications relating to the Platform. Message and data rates may apply.

To unsubscribe to any or a single type of communication, contact us. Please note, that by withdrawing your consent, some of the functions provided by the Platform may no longer be available to you. Keep in mind that if you stop receiving phone, text or email messages from us you may not receive important and helpful information and reminders about your services.

eHealth or your Provider may record (audio and video) all or part of your interaction with us or them ("**Recordings**"). Such Recordings are used for quality assurance and training purposes, to better deliver to you the products and services, and to help us improve the Platform. We will keep such Recordings confidential, and we will not publicly display such recordings unless legally required to do so, such as if subject to a court order. By accessing and using our Platform, you agree and consent to such Recordings for the purposes and uses set forth in these Terms and Conditions of Use and as otherwise set forth in the Privacy Policy. You agree not to create your own Recordings of your interactions with your Provider without the express consent of the Provider.

## **CAN-SPAM Act and Telephone Consumer Protection Act Compliance**

eHealth and your Provider are committed to being compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM Act**") and the Telephone Consumer Protection Act ("**TCPA**"). You consent to receive communications from us as set forth in the above section, Consent to Receive Calls, Text Messages,

and Audio and/or Video Recording. E-mails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM ACT and the TCPA. In the event you receive an e-mail or text message from us which you do not believe is fully compliant with the CAN-SPAM Act or the TCPA, please Contact Us.

## **Electronic Communications**

When you use the Platform and/or Websites, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically.

You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. eHealth, Medical Group, and your Provider may contact you by telephone, mail, or e-mail to verify your information. eHealth, Medical Group, and your Provider may request further information from you and you agree to provide such further information to ensure that you have not fraudulently used the Platform. Your account may be placed on hold until resolution is obtained. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of our Platform until you provide the information to us as requested.

## **User Participation in Platform Research**

Any de-identified self-reported user-event data may be utilized internally for possible research qualification or exploratory statistical use as part of the digital private registry or observational study of special interest (ePRSI). At this time, eHealth is capable of the aforementioned platform-events and self-reported survey only. Any subsequent observational or outcomes digital study program to be offered to the user, including any exploratory research on such data can only be permitted with the free and self-elected informed consent of the qualified user participant and in accordance with all applicable laws and regulations of such approved study protocol requirements.

## **Privacy Practices**

You agree that information provided by you in connection with the Platform and the Services shall be governed by the Privacy Policy, which is hereby incorporated and made part of these Terms and Conditions of Use. You also agree that information provided by you in connection with the Services shall also be governed by the applicable Medical Group Notice of Privacy Practices and is hereby incorporated and made part of these Terms of Use.

# Services Terms and Conditions of Use

## Risk of Telehealth Services

By using the Services, you acknowledge the potential risks associated with telehealth and/or Medical Group services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Provider; communication disruptions due to poor Internet connection; delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail, causing a breach of privacy of your health information.

## Our Role in Platform

eHealth is not a medical group and does not provide medical advice, care, and/or treatment. eHealth provides administrative and management services to independent, physician-owned and operated medical practices. Any telemedicine consults obtained through our Platform are provided by Providers, including but not limited to Medical Group.

## In the Event of an Emergency

Our Platform and the Services are not for medical emergencies or emergent situations. You should not disregard or delay seeking medical advice based on anything that appears or does not appear on our Platform. **If you believe you are experiencing an emergency, call 9-1-1 immediately.**

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment.

## Prescription Policy

Certain products available through the Platform require a valid prescription by a licensed healthcare provider. You will not be able to obtain a prescription product unless you have completed a consultation with one of the Providers through the Platform, the Provider has determined the prescription product is appropriate for you, and the Provider has written a prescription.



If a Provider determines a prescription product is appropriate for you and prescribes a medication, you may fill the prescription at any pharmacy of your choice as prompted during your use of the Services.

eHealth does not dispense medications and is not a pharmacy. eHealth is not affiliated with or have any common ownership with any pharmacies. Any Services available through the Platform that include a medication are at the sole discretion of the unaffiliated retail or mail-order Pharmacy. eHealth is not responsible, maintains no liability or wrongdoing by you accessing any pharmacy at any time. You agree to hold eHealth harmless for any and all potential disputes that arise from your pharmacy. Where you fill your prescription is entirely your choice.

You agree that any prescriptions that you acquire from a Provider will be solely for your personal use. You agree to read fully and carefully all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription. We fully honor patient freedom of choice and, if you receive a prescription for a medication, you always have the option to instruct your Provider to transmit that prescription to the pharmacy of your choice.

### **Not an Insurance Product**

We are not an insurance provider, nor do we offer an insured Products or Services. The cost associated with any Product or Service is charged to you directly. We do not accept any third-party payments of any kind. eHealth is separate and apart from Medical Group. eHealth is a facilitator of Products and Services to allow access to telemedicine or in-person services through the Platform. eHealth is not responsible for Provider's acts, omissions or for any content of the communications made by Medical Group

### **Availability of Services**

eHealth operates subject to state and federal regulations, and the Platform may not be available in your state. You represent that you are not a person barred from enrolling for or receiving the Platform under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Platform is limited exclusively to users located in states within the United States where the Platform is available. Services are not available to users located outside the United States. Accessing the Platform from jurisdictions where content is illegal, or where we do not offer the Platform, is prohibited.

## Orders and Purchases

### Online Payment Processing

You can purchase products or pay for Services through a third-party vendor with an API integration setup through the Platform. If you elect to purchase a Service from Medical Group, then the total price you pay includes the amount charged by Medical Group for the Service, plus any applicable administrative or operational expenses from eHealth. A third-party vendor collects the amounts charged by Medical Group and passes those amounts through to Medical Group for the payment for their actual charges.

You acknowledge and understand pricing information is available to you prior to purchase. You, the user, knowingly purchase Products and Service that will be charged to your credit or debit card, prior to Products and Services rendered. We may reasonably make available to you an itemized invoice listing the actual charges by Medical Group for the Services at your request.

eHealth does not collect or store your payment processing information, such as your credit card information. Your payment processing information is collected by a third-party payment processor through their platform. By using our Platform, you are also consenting the applicable terms and conditions of such third-party platforms, and you waive and release any and all claims you may have against eHealth and Medical Group arising out of your use of such third-party platforms.

### Credit Card Usage

We accept credit and debit cards issued by U.S. banks. If a credit card account is being used for a transaction, we may obtain preapproval for an amount up to the amount of the payment. If you enroll to make recurring payments automatically, all charges and fees will be billed to the credit card you designate during the setup process. If you want to designate a different credit card or if there is a change in your credit card, you must change your information online. This may temporarily delay your ability to make online payments while we verify your new payment information.

As a condition of our third-party processing vendor, we do not accept discount or gift cards, prepaid cards, virtual cards, cash, bank check, certified check, wire transfer, cryptocurrencies, or payment apps.

You represent and warrant that if you are making online payments that (a) any credit card, debit card and bank account information you supply is true, correct, and complete, (b) charges incurred by you will be honored by your credit/debit card company or bank, (c) you will pay the charges incurred by you in the amounts posted, including, without limitation, any applicable taxes, and (d) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

For any payment concerns or disputes, promptly contact us. If you dispute any transaction through your credit card, debit card, and bank account that may be erroneously filed, is a result of your negligence, misunderstanding, or direct wrongdoing, eHealth may charge you for any costs associated with dispute. Until payment is made to eHealth, your use of the Platform may be limited, at the sole discretion of eHealth. If we are unable to secure funds from the payment method you provide for any reason, including insufficient funds in the payment method or insufficient or inaccurate information provided by you when submitting electronic payment, we may undertake further collection action, including application of fees to the extent permitted by law. eHealth may limit access to Platform as a result of any outstanding, open, or other balances that exist or are incurred by accessing Platform. You acknowledge and agree that you will not dispute the charges from eHealth, Medical Group, or any third-party payment processor with the payment method company, provided the transactions correspond to the terms indicated in these Terms and Conditions of Use.

## **Order Acceptance**

By clicking “purchase”, you agree to be bound by all payment processing standards, regulations, and accept charges to your credit or debit card. Purchase means any user interface that denotes payment is required to proceed with Products or Services, including consultation by Medical Group. Payment is required prior to your receiving Products or Services. Some situations that may result in your order being canceled or delayed that may include limitations on quantities available at time of purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order, this includes additional verifications by third-party payment processing vendor. We may contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card (or other payment account) has been charged, we may issue a credit to your credit card (or other applicable payment account) in the amount of the charge.

We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at our sole discretion. Medical Group reserves the right to dismiss you at any time for fraudulently, unbecoming, potentially harmful, unlawful, or illegal activities, and/or as deemed necessary.

## **Return Policy**

eHealth does not allow any Returns for any Products or Services made available on Platform.

## **Refund and Credit Policy**

eHealth may issue refunds and credits, as applicable. Our full Refund and Credit Policy can be found here. You agree as a condition of this Terms of Use Agreement to be bound by these provisions herein.

## **Cancellation and No-Show Policy**

eHealth may charge \$35 for any Products or Services cancelled within 2 hours of the Product and Service. In addition, eHealth may charge \$35 for any Products or Services where you do not show up on the Platform at the appropriate time and/or after appropriate outreach has been made to contact you. Our full Cancellation and No-Show Policy is available here [link]. You agree as a condition of this Terms of Use Agreement to be bound by these provisions herein.

## **Supplemental Terms**

### **Definition of Provider**

To be a healthcare provider using the Platform (for purposes of this Section, “**Provider**”), Provider must be a licensed physician, nurse practitioner, physician’s assistant or healthcare professional contracted or employed by the Medical Group, and must agree to comply with all laws, medical board rules, and other rules and regulations applicable to you as a Provider or otherwise. Your relationship with the eHealth users (including, but not limited to, your Medical Group patients) is directly between Provider and you. The patient will never have a physician-patient relationship with eHealth. eHealth does not practice medicine and offers no medical services. As set forth more fully below, Provider is solely responsible for all agreements, consents, notices, and other interactions with patients and other consumers. The platform is not meant to substitute or modify Provider’s professional judgment in any way.

### **No Third-Party Rights**

Unless expressly stated in these Terms and Conditions of Use, nothing herein is intended to confer any rights, obligations, duties, or remedies, on any person other than eHealth and their affiliates. Nothing in the Terms and Conditions of Use is intended to relieve or discharge the obligation or liability of any third persons to eHealth, Medical Group, and its affiliates, nor shall any provision give any third parties any right of subrogation or action over against eHealth, Medical Group, and its affiliates. The Platform is only provided for your benefit and may not be relied on by any third party.

# Legal, Arbitration, and Dispute Resolution

## Dispute Resolution

We will try to work in good faith to resolve any issue you have with the Platform, including Products and Services ordered or purchased through the Platform, if you bring that issue to the attention of our customer service department. However, we realize that there may be cases where we may not be able to resolve an issue to a customer's satisfaction.

You and eHealth agree that any dispute, claim, or controversy arising out of or relating in any way to these Terms and Conditions of Use or your use of the Platform, including Products and Services ordered or purchased through the Platform, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators may award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and eHealth are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and eHealth.

If you desire to assert a claim against eHealth, and you therefore elect to seek arbitration, you must first send to eHealth, by certified mail, a written notice of your claim ("**Notice**"). The Notice to eHealth should be addressed to: eHealth Direct Care, PLLC at 5900 Balcones Drive STE 100 Austin, Texas 78731 ("**Notice Address**"). If eHealth desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by eHealth, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If eHealth and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or eHealth may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by eHealth, or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at [www.adr.org](http://www.adr.org). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-

778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless eHealth and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

You and eHealth agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and eHealth agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Gwinnett County, Georgia.

**BOTH EHEALTH AND YOU WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL IN THE EVENT THIS AGREEMENT TO ARBITRATE IS FOUND TO BE UNENFORCEABLE.**

## **Binding Arbitration**

These Terms and Conditions of Use provide that all disputes between you and eHealth that in any way relate to these Terms and Conditions of Use, the Platform, and/or the Services will be resolved by binding arbitration. Accordingly, you acknowledge you give up the right to go to court (including in a class action proceeding) to assert or defend your rights under these Terms and Conditions of Use. Your rights will be determined by a neutral arbitrator and NOT a judge or jury and your claims cannot be brought as a class action. Please review Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with eHealth.

## **Indemnification**

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## **Contact Us**

If you have additional questions or concerns regarding the Terms and Conditions of Use herein, contact us at the below:

**eHealth Direct Care, PLLC**  
5900 Balcones Drive STE 100  
Austin, Texas 78731  
Phone: 210-675-8024