



Anywhere Healthcare

ANYWHERE HEALTH PATIENT TERMS OF USE

Created: September, 2018

Welcome to Anywhere Healthcare, an electronic communication platform for Healthcare Providers and their patients, operated by Anywhere Healthcare. Anywhere Healthcare provides a website located at <http://anywhere.healthcare> (the “Site”), mobile applications (“Mobile Apps”), and services provided through the Mobile Apps (“Services”).

These terms and conditions of use (this “Agreement”) set forth the legally binding terms for your use of the Site and Services. By indicating your agreement and accessing or using the Site and Services, you are accepting this Agreement and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement. If you do not agree with all of the provisions of this Agreement, do not access and/or use the Site and Services. You may not access or use the Site or Services or accept the Agreement if you are not at least 18 years old. Please consult our Privacy Policy for a description of our privacy practices and policies, including how we collect and handle personal health information and financial information.

NOTE: THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH ANYWHERE HEALTHCARE.

DISCLAIMER:

The Site, Mobile Apps, and Services are provided “as is” and without warranties of any kind, either express or implied.

Our Services

We offer an online communication platform for Healthcare Providers and their patients (“Patient Users”) to connect via the Mobile App through the use of interactive video, audio and other telecommunications technology. The Mobile App facilitates communication between Patient Users and Healthcare Providers. **Our Services are not intended to be used in medical emergencies or situations requiring a hands-on or immediate response or treatment. Our Site and Services do not replace your existing relationship with your Healthcare Provider, but are intended only to supplement that relationship for non-emergency needs. If you are experiencing a medical emergency, please call 9-1-1.**

Anywhere Healthcare Does Not Provide Healthcare Services or Advice

The Anywhere Healthcare platform serves only as a technology enabler for the virtual care services your Healthcare Provider chooses to provide you. Your Healthcare Provider must have a separate agreement and provider-patient relationship with you and Anywhere Healthcare is not a party to such agreement or provider-patient relationship. Healthcare Providers are solely responsible for keeping confidential all information provided by the Patient Users.

All of the Healthcare Providers who deliver services to you through Anywhere Healthcare are independent professionals solely responsible for the services each provides to you. The Healthcare Providers are not employees of Anywhere Healthcare. Anywhere Healthcare does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Healthcare Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither Anywhere Healthcare nor any third parties who promote the Services or provide you with a link to the Service will be liable for any professional advice you obtain from a Healthcare Provider via the Services. Anywhere Healthcare does not endorse any Healthcare Provider using our Services.

The Mobile App is designed solely to help you share information with your Healthcare Provider. It is not a service for the diagnosis, management or treatment of any illness, medical condition or disease. Any information generated from use of the Mobile App should not be treated as a substitute for the medical advice of your Healthcare Provider. The Mobile App is not designed to be an emergency alert system. Reminders and alerts are not substitutes for remembering to take medications or obtaining a diagnosis directly

from your doctor or health care professional. If you have concerns about your health or the use of the Mobile App, you should consult your Healthcare Provider immediately.

The information on Healthcare Providers may include profiles, reviews, comments, etc. that is made available by Anywhere Healthcare or by the Healthcare Providers themselves. Anywhere Healthcare has taken reasonable steps to ensure the correctness of this information, but does not recommend or endorse any particular Healthcare Provider. Anywhere Healthcare is not responsible for any services, advice, acts or omissions of Healthcare Providers. Patient Users are solely responsible for making decisions on the choice of these providers for their personal health needs.

Anywhere Healthcare Services can be used only by licensed or certified healthcare Providers and/or medical establishments with the necessary licenses and approvals to provide healthcare services to patients. It is the sole responsibility of the Healthcare Providers to ensure that they are in possession of the necessary licenses required for all the services that they provide and the necessary healthcare personnel and resources required to support such services are available. Anywhere Healthcare is not responsible for ensuring that Healthcare Providers' licenses and insurance are up to date.

Any disputes between Healthcare Providers and the Patient Users will be dealt with by Healthcare Providers directly. Anywhere Healthcare will not be responsible for resolving and will not get involved in such disputes. Patient User agrees to release Anywhere Healthcare of all/any claims between you and your Healthcare Providers and/or any other third party.

Privacy Policy

Anywhere Healthcare respects the privacy of its Service users. Please refer to the Anywhere Healthcare Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you expressly acknowledge that you have read and understood and agree to our Privacy Policy.

Any information posted on Anywhere Healthcare or Anywhere Health Community by you, including personally identifiable information, is made voluntarily and is subject to Anywhere Healthcare's Privacy Policy. You are responsible for the information you post and you agree to, at your sole expense, defend, indemnify and hold Anywhere Healthcare harmless from any damages, losses, costs, or expenses which Anywhere Healthcare may incur as a result of information you post.

Third Party Access. You may be able to enable individuals that you trust, such as family caregivers, or other third parties to independently access and receive reminders and alerts relating to your care or other information that is collected by your use of the Mobile App. You may also terminate these individuals' or third parties' access at any time and their access will automatically terminate upon termination of this Agreement. Every User is responsible for ensuring that each individual or third party understands

and complies with this Agreement and has read the Privacy Policy. You are responsible for ensuring that the individual or third party maintains the confidentiality of your information and you are responsible for all activities that occur as a result of their access. You agree to notify Anywhere Healthcare immediately (at info@anywhere.healthcare) of any known or suspected unauthorized use, access, disclosure of the information in your account. You agree that Anywhere Healthcare will not be liable for any loss or damage arising from your failure to comply with these requirements. Anywhere Healthcare reserves the right to terminate access of any caregiver or other third party for any reason in its sole discretion.

Accounts

Account Creation. In order to use certain features of the Services, you must register for an account with us (“your Account”) and provide certain information about yourself as prompted by the registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions provided in the Mobile App. We may terminate your Account in accordance with the Terms and Termination section of this Agreement. You may reopen your Account or request access to Account information any time. Anywhere Healthcare will maintain your Account information for 7 years from the time of your last Account use.

Use of Services by Children. The Services are available for use by children, but the Account User for all patients under the age of 18 must be the patient’s parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

Use of Services as Caregiver. If you are managing the care from someone else on Anywhere Healthcare, such as a child, parent, or adult neighbor, you can communicate on Anywhere Healthcare as a “Caregiver”. Caregivers’ must have permission from the patient, or permission from someone acting on the patient’s behalf, such as a home health worker. HIPAA specifically permits covered entities to share information that is directly relevant to the involvement of a spouse, family members, friends, or other persons identified by a patient, in the patient’s care or payment for health care.” The only exception is if the patient objects.

Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account, including (i) control of dissemination of any activation codes or passwords; (ii) authorizing, monitoring, and controlling access to and use of your login information; and (iii) promptly informing Anywhere Healthcare of any need to reset a password or deactivate an Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. We

cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Electronic Communications

You consent to receive communications from us electronically. You agree that all agreements can be entered into and signed electronically in accordance with applicable law, and all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notice or other communications be in writing.

Mobile Apps

We will make available a Mobile App to access the Services via a mobile device. To use our Mobile App you must have a mobile device that is compatible with the Mobile App. We do not warrant that the Mobile App will be compatible with your mobile device. We grant to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile App for one registered account owned solely by you, for your personal and non-commercial use.

You may not: a) modify, disassemble, decompile or reverse engineer the Mobile App; b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile App to any third-party; c) make any copies of the Mobile App; d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile App, features that prevent or restrict use or copying of any content accessible through the Mobile App, or features that enforce limitations on use of the Mobile App; or e) delete the copyright and other proprietary rights notices on the Mobile App.

You acknowledge that we may from time to time issue upgraded versions of the Mobile App, and may upgrade automatically to your mobile device the version of the Mobile App that you are using. You consent to such automatic upgrading and agree that this Agreement will apply to all such upgrades. We may elect to provide you with support or modifications for the Mobile App ("Support"), in our sole discretion, and we may change, reduce or terminate such Support at any time without notice to you. We reserve the right to charge fees for Support. Any use of third-party software provided in connection with the Services will be governed by such third parties' licenses and not by this Agreement.

App Stores. You acknowledge and agree that the availability of the Mobile Apps is dependent on the third party websites from which you download the Mobile Apps, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). You acknowledge that this Agreement is between you and Anywhere Healthcare and not with an App Store or provider of the App Store. Each App Store may have its own terms and conditions to which you must agree before downloading Mobile Apps from it. You agree to comply with, and your license to use the Mobile Apps is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of this Agreement, the more restrictive or conflicting terms and conditions in this Agreement apply.

Payment Terms

Patient User agrees to pay all fees or charges to your Healthcare Provider in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Anywhere Healthcare with your payment information, you agree that Anywhere Healthcare is authorized to immediately charge your Account for all fees and charges due and payable to your Healthcare Provider and that no additional notice or consent is required.

Anywhere Healthcare, on behalf of your Healthcare Provider, reserves 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 this Agreement.

You are responsible for all fees, including taxes, associated with your use of the Service. You are responsible for providing us with a valid means of payment. You must keep current payment information on file with Anywhere Healthcare and your account must be adequately funded to pay for any services rendered. By agreeing to these terms, you are giving Anywhere Healthcare permission to charge your approved methods of payment for fees that you authorize Anywhere Healthcare to satisfy. You agree that in the event Anywhere Healthcare is unable to collect the fees owed to Anywhere Healthcare for the Services through your Account, Anywhere Healthcare may take reasonable steps to collect such fees and that you will be responsible for all costs and expenses incurred by Anywhere Healthcare in connection with such collection activity, including collection fees, court costs, and attorneys' fees.

If you have a dispute concerning any payment transaction, please contact our Support department. If, at any time, you contact your bank or credit card company to reject the charge of any payable Fees ("Chargeback"), this act will be considered a breach of your payment obligations, and we reserve the right to automatically terminate your use of the Services. We reserve the right to dispute any Chargeback and take all reasonable action to authorize the transaction. In the event of a Chargeback, your User Account may be terminated and any files, data, or content contained in your Account may be subject to cancellation. Anywhere Healthcare will not be liable for any loss of files, data, or content as a result of a Chargeback. In order to resume use of the Services, you must re-subscribe for the Services and pay all applicable fees for the Service as well as any fees incurred by us or our payment processor as a result of the Chargeback.

Cancellation

You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current subscription term. If you cancel, you will not receive a refund for any service already paid for.

Rights and Licenses

License to Use Site. We grant you a non-transferable, non-exclusive, right to access and use the Services for your personal use.

Site Access, Security and Restrictions; Passwords. You are prohibited from violating or attempting to violate the security of the Site, 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; (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law; (d) sending or transmitting to or through the Site or Mobile App 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 Site or Mobile App or computers of any kind, and any unsolicited advertising, solicitation or promotional materials; (e) misrepresenting your identity or affiliation in any way; or (f) assisting or permitting any persons in engaging in any of the activities described in this section. You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. You may not post, transmit, or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment.

Violations of system or network security may result in civil or criminal liability. Anywhere Healthcare will 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 of this Site or any activity being conducted on this Site.

In the event access to the Site 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 Anywhere Healthcare. 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. You agree to defend, indemnify and hold Anywhere Healthcare harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by Anywhere Healthcare arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site, or access by anyone accessing the Site using your user ID and password.

Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you will not access the Services in order to build a similar or competitive service; and (d) except as expressly stated in these terms, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Services will be subject to the terms of this Agreement.

Modification. We reserve the right, at any time, to modify, suspend, or discontinue the Services with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services, except and if otherwise expressly set forth in this Agreement.

No Support or Maintenance. You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Services or the Mobile App.

Ownership of the Services. All materials on the Site and Mobile App, including the design, layout, and organization, are owned and copyrighted by Anywhere Healthcare or its suppliers or vendors and are protected by all applicable intellectual property laws. Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services, including the Site and Mobile App, are owned by us or our licensors. The provision of the Services does not transfer to you or any third party any rights, title or interest in or to the intellectual property rights. Users are not authorized to alter, obscure, or remove any copyright or trademark notice present. We reserve all rights not granted in this Agreement.

User Content

User Content. “User Content” means any and all information and content that a user submits to or posts on: (a) the Services, (b) the Site, (c) the Mobile App, or (d) on social networking sites where we have a page or presence. While you will own your User Content, you agree that any User Content provided by you in connection with the Services, Site, Mobile App, or social networking sites is provided on a non-proprietary and non-confidential basis, except for your personal healthcare and medical information. Anywhere Healthcare agrees to use any personally identifiable information contained in any of your User Content in accordance with its Privacy Policy. You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. We reserve the right to remove any User Content from the Service, Site, Mobile App or social networking sites at our discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your Account and the activity that occurs while signed in to or while using your Account;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content;
- You will abide by our Acceptable Use Policy below; and
- You affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Use, remove any and/or all of your submissions, and terminate your Account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. We are not responsible for any public display or misuse of your User Content. We do not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service within the scope of our Privacy Policy and HIPAA privacy practices. **Those prohibitions do not require Anywhere Healthcare to monitor, police or remove any User Content or other information submitted by you or any other user.**

Acceptable Use Policy. Your permission to use the Services is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or

- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

This list of prohibitions provides examples and is not complete or exclusive. Anywhere Healthcare reserves the right to (a) terminate access to your account, your ability to post to this Site, the Mobile App, or use the Services and (b) refuse, delete or remove any User Content; with or without cause and with or without notice, for any reason or no reason, or for any action that Anywhere Healthcare determines is inappropriate or disruptive to this Site or Mobile App or to any other user of this Site, Mobile App, and/or Services. **Anywhere Healthcare may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Anywhere Healthcare's discretion, Anywhere Healthcare will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site, Mobile App, or on the Internet.**

License. You hereby grant to Anywhere Healthcare a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to your User Content, but not including any identifiable personal healthcare or medical information, (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute your User Content, or any portion thereof, for any lawful purposes, including marketing, advertising and other commercial purposes, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use your User Content. We may modify or adapt your User Content in order to transmit, display or distribute them over computer networks and in various media and/or make changes to your User Content as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

Feedback. If you provide us any feedback or suggestions regarding the Services ("Feedback"), you assign to us all rights in the Feedback and agree that we will have the right to use the Feedback and related information in any manner we deem appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

INDEMNITY. YOU AGREE TO INDEMNIFY AND HOLD US (AND OUR OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS, FROM AND AGAINST ANY CLAIM, ACTION, OR DEMAND (INCLUDING COSTS AND ATTORNEYS' FEES) MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF THE SERVICES, SITE, OR MOBILE APP, (B) YOUR USER CONTENT, (C) YOUR VIOLATION OF THIS AGREEMENT; OR (D) YOUR VIOLATION OF APPLICABLE LAWS OR REGULATIONS. WE RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT. WE WILL USE

REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT.

Links to Other Sites and/or Materials

Third Party Sites, Ads and Ad Networks. As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

Release. You release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injury, death, and property damage), known or unknown, that relates to or has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Service users, including caregivers, or Third Party Sites & Ads, including your acts or omissions based on use of the Mobile App, including without limitation any reliance on reminders or alerts or interactions with your Healthcare Provider, caregiver, or other third party. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Disclaimers

THE SERVICES, INCLUDING THE MOBILE APP AND THE SITE, ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SITE, MOBILE APPS, OR SERVICES: (a) WILL MEET YOUR REQUIREMENTS; (b) WILL BE AVAILABLE ON

AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (c) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; (d) THAT DEFECTS WILL BE CORRECTED; OR (e) THAT THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation on Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANYWHERE HEALTHCARE, OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE, MOBILE APP, OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. ANYWHERE HEALTHCARE ASSUMES NO LIABILITY ARISING FROM OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SITE, MOBILE APPS, OR SERVICES. ANYWHERE HEALTHCARE IS NOT LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON USE OF THE SERVICES, INCLUDING THE SITE AND THE MOBILE APP.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE EXTENT ANYWHERE HEALTHCARE MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY LIABILITIES OR LIMIT WARRANTIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW. DAMAGES WILL BE NO MORE THAN THE FEES PAID BY YOU TO ANYWHERE HEALTH, IF ANY, DURING THE LAST 3 MONTHS OF YOUR USE OF THE SITE AND SERVICES.

Term and Termination

We may (a) suspend your rights to use the Site and/or Services (including your Account) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any violation of this Agreement. Upon termination of this Agreement, your Account and right to access and use the Services will terminate immediately. We will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your Account. Upon termination of this Agreement, all of the provisions will terminate except those that by their nature should survive.

Geographical Restrictions

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

Governing Law and Binding Arbitration

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The parties irrevocably submit and consent to exclusive jurisdiction to the state and federal courts located in Travis County, Texas, for resolution of any dispute related to this Agreement.

The parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date such dispute arises.

Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement (including the existence, validity, interpretation, performance, termination or breach thereof) shall be settled exclusively by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association (“AAA”). Each party will bear its own expenses, but the parties shall share equally the expenses of the arbitration tribunal and the AAA.

This Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Austin, Texas. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for your failure to pay for Services in accordance with this Agreement may be brought in the state and federal courts located in Travis County, Texas. and accessibility to their patients and life!