

PreMed Group, LLC

Direct Primary Care Member Agreement

NOTICE: THIS MEDICAL RETAINER AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED, ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THE AGREEMENT.

Terms of Use

What is this document?

These Terms of Use ("Terms" or "TOU") is an agreement between you and PreMed, Inc. ("PreMed"). It describes the rules you agree to follow when using our mobile applications and website(s) (the "Apps"), including when you ask questions and when you view or input content on or into the Apps.

These Terms of Use apply to your use of PreMed as a patient or member. Medical Experts participating on PreMed are subject to different guidelines and terms found in [Medical Expert Terms of Use](#). If you are viewing these Terms of Use for members and patients in error and you are a Medical Expert, please review and accept the Terms of Use for Medical Experts.

Definitions

To make this document shorter and clearer, we've included some definitions:

- "PreMed" or the "Apps" means <https://www.PreMed.com> and related web sites and PreMed's mobile applications (including PreMed, PreMed for Doctors, and any other Apps we offer). PreMed Medical Group, P.C.s are located in California, Colorado, Massachusetts, Michigan, and New Jersey.
- "Content" means text, graphics, images, and any other material entered, processed, contained on or accessed through the Apps, including Content created, modified, or submitted by Medical Experts.
- "Services" means services provided through the Apps.
- "Premium Services" means paid services provided through the Apps.
- "Medical Expert" means a medical specialist or professional accepted to participate on or through the Apps.
- "Virtual Consult" means a consultation between a Medical Expert and a patient on the Apps.

Introduction

PreMed Services.

PreMed connects you with doctors and trusted health information to help you feel good and to live a happier, healthier life. PreMed offers standard (free) and premium (paid) services, available through the same Apps. PreMed standard services encompass health information and not healthcare. PreMed Premium Services may be used for

healthcare via virtual doctor consults. Additional terms apply to the use of certain PreMed Premium Services.

Remember:

- Always consult with your existing doctor or healthcare provider or use PreMed Premium Services whenever you have a personal question about a medical condition or symptom.
- Never disregard professional medical advice, or delay seeking medical advice or treatment, because of something you read or learn on PreMed.
- IMMEDIATELY CALL 911 OR YOUR LOCAL EMERGENCY SERVICE OR YOUR DOCTOR IF YOU BELIEVE YOU MAY OR DO HAVE A MEDICAL EMERGENCY.

These Terms of Use are an Agreement.

Generally, this agreement governs your use of the Apps. Other terms may apply to your use of a specific feature. If there is a conflict between this TOU and terms posted for a specific feature, the latter terms apply to your use of that feature or part.

THESE TERMS OF USE REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. BY ACCEPTING THESE TERMS, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. SEE [ARBITRATION AGREEMENT](#).

We May Update this Agreement.

These Terms of Use may change on a going-forward basis at any time upon 7 days notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. If you do not agree to all of these Terms of Use, please do not use PreMed.

What We Do and What We Don't Do (PreMed)

We Support Your Health Decisions through Information.

PreMed is designed to support the health decisions and choices that you make. Always use common sense, and practicality when making health decisions, and consult with your doctor whenever appropriate. PreMed cannot make decisions for you, but can help you find health information. On PreMed you shall ask informational questions and find educational answers and health by Medical Experts. This information is not medical care and no doctor-patient relationship is created by this use of the service. Content and Services on PreMed are not a substitute for medical advice, diagnosis, treatment, or care from your physician. Information on PreMed is not a substitute for a formal diagnosis, physical examination, or prescription and should not be used to treat a

medical condition. Do not ignore or delay obtaining professional medical advice because of information accessed through the Apps.

Please use PreMed Premium Services or see your doctor in person if you are looking for a personal medical evaluation, diagnosis, prescription, or treatment.

We Provide Access to Doctors for Care (PreMed Premium Services).

On PreMed Premium Services you can obtain care (if you are located in a state where such service is available). Additional terms apply to PreMed Premium Services. PreMed Premium Services support doctor-patient relationships. Premium Services may be used where an ongoing doctor-patient relationship exists, or where a temporary doctor-patient relationship is created by the use of PreMed Premium Services.

Whenever we use the words "your physician" or "your doctor" or "healthcare provider" or similar words on PreMed, including in these Terms of Use, we mean your personal doctor with whom you have of an actual, mutually acknowledged, doctor/healthcare provider-patient relationship. If you participate in a Virtual Consult on PreMed Premium Services, you understand and agree that the Medical Experts on PreMed Premium Services are not your primary care physician, and you agree not to use PreMed Premium Services as a substitute for interactions with your primary care physician or health insurance. (Where available, you may also use PreMed Premium Services for Virtual Consults with your existing doctor(s).)

We Provide Information without Recommendation or Endorsement.

We do not recommend or endorse any specific Content, Services, tests, doctors, products, procedures, opinions, or other information that may be mentioned on PreMed. PreMed is designed to be used with practicality and common sense, and in connection with the advice of your doctor or healthcare provider. Reliance on PreMed Content or Services is solely at your own risk. Some Services and Content (including posts by Medical Experts) may not be reviewed or certified by PreMed. We cannot guarantee that the Content and Services will help you achieve any specific goals or results. Content regarding dietary supplements or other treatments or regimens have not been evaluated by the Food and Drug Administration and is not intended to diagnose, treat, cure, or prevent any disease.

We are Not for Use in Emergencies.

Never use PreMed or Content or Services (including PreMed Premium Services) in a potential or actual medical emergency. **CALL 911 OR YOUR DOCTOR FOR ALL MEDICAL EMERGENCIES.**

PreMed Medical Experts

Independence of PreMed Medical Experts.

The inclusion of Medical Experts, professionals and specialists on PreMed or in any professional directory on PreMed does not imply PreMed's recommendation or endorsement of such professional nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any professional. **SUCH INFORMATION IS**

PROVIDED ON AN "AS-IS" BASIS AND PreMed DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PreMed SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY USER) IN RELIANCE ON INFORMATION ABOUT MEDICAL EXPERTS, PROFESSIONALS AND SPECIALISTS ON PreMed. The use of PreMed by any entity or individual to verify the credentials of professionals or specialists is prohibited.

Your Account and Your Use of PreMed

You are responsible for your account. Keep your password and real name private. Accurate and complete registration information is required to use PreMed. You are solely responsible for the security of your passwords and for any use of your account, including any access to personal information in your account. If you suspect unauthorized use of your account, change your password immediately. Allowing any other person or entity to use your identity for posting on or using PreMed is not permitted. Do not include your real name or any other information that could be used to identify you in anything you post that is publicly visible on PreMed (such as in questions or other public submissions).

We reserve the right to revoke or deactivate your username and password at any time. You may terminate your account and these Terms at any time by selecting to deactivate your account in the settings page or visiting the customer service help center at <https://support.PreMed.com>.

You must be an adult to use PreMed.

Currently, you must be at least 16 years old to use PreMed and at least 18 years old to register for PreMed Premium Services. Clients under 18 years old must have parental, or guardian consent.

Your use must be Legal and Appropriate.

Your use of PreMed and any Content and Services must comply with all applicable federal and state laws, regulations, and ordinances. You may not access our networks, computers, or the Content and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Content or Services, other accounts, computer systems, or networks connected to PreMed, the Content, or Services. You may not use any automated means (such as a scraper) to access PreMed, the Content, or Services. Unauthorized access includes using credentials to access PreMed. Any attempt by any individual or entity to solicit login information of any other user or PreMed Medical Expert, or to access any such account, is an express and direct violation of these Terms and of applicable law, including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

We maintain guidelines and a code of conduct for both Premium Services users and Medical Experts who use PreMed. By using our services, including PreMed Premium Services, you agree to abide by our Guidelines.

We'll send you notices and information.

For more details about when and how we can communicate with you, please consult our [Privacy Statement](#).

Content and Services

PreMed is a Free Service That Offers Paid Services.

It's free to ask health questions and receive informational health answers and tips on PreMed. PreMed also provides optional Services and Content that can be accessed for a fee ("Premium Services"). We will never ask you for your credit card or other payment information unless you indicate that you would like to use a paid service.

PreMed is for personal use.

PreMed is a service for individuals to use to support their personal health decisions. You may use PreMed for personal, but not for commercial purposes in accordance with all applicable federal, state and local laws. The Content is licensed only for the personal, household, and educational use of a single individual. No commercial use or commercial redistribution of any Content is permitted. Licensed U.S. doctors and other qualified medical experts may apply to participate on PreMed for educational purposes as Medical Experts, or to provide Virtual Consults via PreMed Premium Services.

Companies or other organizations may not become registered members or use our Apps through individual members, but we do offer Premium Services for organizations.

PreMed does not guarantee the accuracy of Third Party Content.

PreMed has no editorial control over or responsibility for Content provided by third parties. Any opinions, statements, products, services, or other information expressed or made available by third parties (including Medical Experts) or users on PreMed are those of such third parties or users. PreMed does not have any obligation to monitor such third party Content. We make no representations about the accuracy or reliability of any opinion, statement, or other information provided by any third party, and we do not represent or warrant that your use of the Content displayed or referenced on PreMed will not infringe the rights of third parties not owned by or affiliated with PreMed. We are not responsible for anything outside of PreMed.

The Apps may contain links to other apps, web sites, information, software, data, or other content, online or offline ("External Content and Services"). Such External Content and Services and related information are outside of our control. We do not control, endorse, verify the truth or accuracy of, or review content outside of PreMed, and we are not responsible for such content. We do not warrant, nor are we in any way responsible for, information, software, data, or privacy policies related or pertaining to External Content and Services.

PreMed may communicate with you via email, SMS, text and mobile push notification.

When you install our app on your mobile device, you may agree to receive push notifications, which are messages an app sends you on your mobile device when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.

We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

PreMed and those acting on our behalf may send you text (SMS) messages to the phone number you provide us. These messages may include operational messages about your use of the Services, as well as marketing messages. If you opt out, you may continue to receive text messages for a short period while PreMed processes your request, and you may also receive text messages confirming the receipt of your opt-out request. Opting out of receiving operational text messages may impact the functionality that the Service provides to you. Text messages may be sent using an automatic telephone dialing system. Your agreement to receive text messages is not a condition of any purchase or use of the Service. Standard messaging, data and other fees may be charged by your carrier.

Your carrier may prohibit or restrict certain mobile features, and certain mobile features may be incompatible with your carrier or mobile device. As applicable, instructions regarding how to opt-out of mobile features will be disclosed in connection with such features (instructions typically require you to text a keyword, such as "STOP," "CANCEL," "UNSUBSCRIBE," to the applicable shortcode for the mobile feature, or to change your profile settings inside the Apps).

You agree to notify PreMed of any changes to your mobile number and update your account(s) on the PreMed Platforms. You also understand and agree that by receiving communications you will be charged by your wireless or internet provider and that such emails, SMS, or mobile telephone notification may be generated by automated systems. You agree that we may send you limited personal information by email, SMS, text, and mobile push notification.

When you use action-oriented features on PreMed and PreMed Premium Services (such as subscribing to a health checklist or participating in a Virtual Consult), you agree that PreMed and PreMed Medical Group, P.C. may send you automated content via email, mobile telephone, or other contact information provided by you in your account settings. This content may contain protected health information under HIPAA, including content related to conditions, treatments, and medications. You understand and agree that by using these features, you are expressly opting into receiving your own protected health information by email, SMS/text, or mobile push notifications. These communications from the Apps are not encrypted. Although unlikely, it is possible for these communications to be intercepted or accessed without your authorization. By

using the Apps, you release PreMed from any liability arising from or related to any such interception or unauthorized access.

Mandatory Removal of Content and Services.

If you violate any of these Terms of Use, your permission to use the Content and Services automatically terminates and you must immediately destroy any copies you have made of any portion of the Content. (For more information, see [Termination](#).)

We cannot control external communications (including email, SMS, and notifications). Email, short message services (SMS), text message communications and mobile push notifications from the Apps are not encrypted. You can opt out of receiving email, SMS/text messages, and mobile push notifications. Although unlikely, it is possible for these communications to be intercepted or accessed without your authorization. By using the Apps, you release PreMed from any liability arising from or related to any such interception or unauthorized access.

Advertising

We Do Not Advertise.

There is no paid advertising on PreMed.

Property Rights

PreMed owns or has rights to the Content and Services.

When you use the Apps, you do so under a license from us. Subject to your complete and ongoing compliance with these Terms, PreMed grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of our mobile App obtained from a legitimate marketplace on a mobile device that you own or control; and (b) access and use the Content and Services. This means that you may not use the Apps for any commercial purpose, that we can take away your right to use the Apps, and that you cannot give this license away to someone else. All right, title, and interest in and to the Apps, Services, and the Content, together with all related intellectual property rights are the property of PreMed or our affiliates, excluding your rights under applicable law to any information or Content related to Virtual Consults on PreMed Premium Services. Rights retained by other parties in the Content are their respective rights. PreMed reserves all rights to the Content not granted expressly in these Terms. You agree not to infringe our Copyrights, Trademarks, Trade Secrets, Patents, or other intellectual property rights.

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You agree not to access, attempt to access, or use our data without our permission. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Apps, Services, or Content; (b) make modifications to the Apps, Services, or Content; or (c) interfere with or circumvent any feature of the Apps, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it. You agree not to access, attempt to access, request access not authorized by the Apps or use any App Content or data without our permission. This means that you agree not to transmit, download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of the Apps or any Content, in whole or in part, in any form or by any means. Contact us if you believe materials on our Apps infringe your copyright.

If you believe any materials accessible on or from PreMed infringe your valid and enforceable copyright, you may request removal of (or access to) those materials (or access thereto) from us by contacting us and providing us with information pursuant to our [DMCA Removal Procedure](#).

Submissions

You agree to abide by our Submission Guidelines.

You agree that you will not upload or transmit any communications or content of any type that infringes or violates any rights of any party. The personal information you submit to PreMed is governed by the [Privacy Statement](#) (the terms of which govern in the event of any inconsistency with this TOU). You agree that submissions will comply with PreMed's Guidelines. If you are a user, you agree to the User Guidelines. If you are a Medical Expert, you agree to the [Medical Expert Guidelines](#).

You give us rights in what you submit.

Do not submit anything to us if you don't want to give us rights to it. If you wish to keep any content, business information, ideas, concepts or inventions private or proprietary, do not submit them on, through, or to PreMed, by email or otherwise. With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Statement) and other information governed by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the rules and regulations promulgated thereunder (as amended to date, "HIPAA"), or other applicable laws, if you make any submissions (by email or otherwise) on, to or through PreMed, including but not limited to media (including photographs), data, questions, comments, suggestions, business information, ideas, concepts or inventions

(collectively "Submissions"), you make such submission without any restrictions or expectation of compensation, privacy, or confidentiality. You agree that your Submissions may be used by us without restriction for any purpose whatsoever. By making any a Submission, you grant PreMed a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your Submissions, in whole or in part, in any media formats and through any media channels now known or hereafter developed. This means PreMed has the complete right to freely use, create derivative works from and modify, such Submissions in any way, commercial or otherwise (including developing and marketing products or features using such information), and for any purpose whatsoever and without limitation. PreMed may sublicense its rights.

By making any a Submission, you further agree to indemnify PreMed and its affiliates, directors, officers, Medical Experts, and employees, and to hold them harmless from any and all claims and expenses, including attorneys' fees, arising from your Submissions, or your failure to comply with these Terms.

PreMed does not accept unsolicited recruiters or similar submissions. Any candidate submissions by a recruiter or other third party without a valid and signed recruiting agreement in place with PreMed prior to such submission will not be subject to any recruiter or similar fees.

Termination

All of our members are required to honor this Agreement.

Your permission to use the Apps, Content, and Services ends immediately if you violate any of the terms of this Agreement. We may place limits on, modify, or terminate your right to access and use Apps and the Services and/or Content at any time for any reason or no reason, with or without notice. This suspension or termination may delete information, files, and other previously available Content. We also reserve the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Apps), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Services or any suspension or termination of your access to or use of the Services.

You may terminate your account at any time by visiting the customer service help center at <https://support.PreMed.com>. If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Services.

Effect of Termination.

Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay PreMed any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination, this

section, and sections regarding Submissions, ownership, indemnities, disclaimer of warranties, limitations on liability, and the Arbitration Agreement will survive.

Indemnification & Exclusions and Limitations

Exclusion of Warranties.

THE APPS AND THE CONTENT AND SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE, PreMed MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAKE ANY EXPRESS WARRANTIES, AND WE AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE, PreMed MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAKE ANY WARRANTY THAT CONTENT OR SERVICES SATISFY GOVERNMENT REGULATIONS, INCLUDING THOSE REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. PreMed AND THE CONTENT AND SERVICES WERE DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION CONCERNING PreMed AND THE CONTENT OR SERVICES WHEN USED IN ANY OTHER COUNTRY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR PreMed, OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE APPS, WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS.

Specifically, and without limiting the foregoing, we, our licensors, and our suppliers, make no representations or warranties about: (i) the accuracy, reliability, completeness, currentness, or timeliness of the Content provided on or through the use of the App; or (ii) regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with PreMed. Any location data accessed via the Apps may be inaccurate or incomplete and any use of such data is at your own risk.

Limitation of Liability of PreMed and Third Party Beneficiaries.

WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER USER, INCLUDING MEDICAL EXPERTS. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR ANY LOSS OF DATA, INCLUDING SUBMISSIONS.

To the fullest extent permitted by law, in no event will PreMed, its licensors, suppliers, or any third parties mentioned on PreMed be liable for any personal injury, including death, attributable to or caused by your use or misuse of PreMed or Content (including Medical Expert Content). Any claims arising in connection with your use of the Apps, Services,

or any Content must be brought within one (1) year of the first date of the event giving rise to such action. Remedies under these Terms are exclusive and are limited to those expressly provided for in these Terms. You expressly agree that Medical Experts are third party beneficiaries under these Terms and may enforce the rights hereunder, including Limitation of Liability rights.

NEITHER WE, PreMed MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE, OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THESE LIMITATIONS APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. EXCEPT AS PROVIDED IN THE [ARBITRATION AGREEMENT](#), NEITHER US, THE MEDICAL EXPERTS ON PreMed, NOR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT TO ANY USER FOR ANY CLAIMS (IN AGGREGATE OVER ALL TIME) FOR MORE THAN THE GREATER OF: (I) FEES PAID BY THE USER TO PreMed OVER THE COURSE OF THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE INCIDENT GIVING TO THE ALLEGED DAMAGES; OR (II) FOR USERS WHO HAVE NOT SO USED PAID PREMIUM SERVICES, TO ONE HUNDRED DOLLARS (\$100).

Limitations of Liability and Indemnity for Expert Content.

Informational content on the Apps that is created, modified, submitted, or validated by Medical Experts or other healthcare experts (collectively, "Expert Content") is subject to the following additional terms and conditions and agreements by You.

Expert Content is for informational purposes only. For medical advice, treatment, or diagnosis, see your personal doctor or healthcare provider. PreMed is not responsible for Expert Content. The authors or posters of Expert Content ("Posters") are solely responsible for such content. No representations, warranties, or guarantees of any kind are made regarding the Expert Content. Under no circumstances shall any party be liable (to you or to any other person) for any damages or harm (of any type or under any legal theory) resulting from or related to the Expert Content. No party shall have any liability for: (a) any loss or injury caused, in whole or in part, by a Poster's actions, omissions, or negligence, in procuring, compiling, or delivering information within or through Expert Content; (b) any errors, omissions, or inaccuracies in Expert Content (regardless of cause), or delays or interruptions in delivery of such information; or (c) any decision made or action taken or not taken in reliance upon such information. You agree to indemnify and hold the Poster (and the Poster's employer and/or sponsor) harmless from any claim or demand, including attorneys' fees, made by any third party as a result of any violation of law that occurs by you through your use of Expert Content or this Site and/or anything you do using Expert Content, our Apps and/or the information contained therein.

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT OR MATERIALS ON OUR SITE, OR ANY SERVICES OR INFORMATION AVAILABLE THROUGH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING OUR SITE. THIS LIMITATION APPLIES EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Licensed Content

Certain Content may be licensed from third-parties.

The licenses for some of this Content may contain additional terms. When such Content licenses contain additional terms, we will make these terms available to you on those pages or in the Terms of Use. The Apps may include code and components licensed under an open source license, as further described at

<https://www.PreMed.com/terms/ios-oss/> for iOS and

<https://www.PreMed.com/terms/android-oss/> for Android, or such other location specified by PreMed.

Foreign Languages

Where PreMed Content or Services (including these Terms) are translated into languages other than English, all such translations are for the convenience of our users only, and PreMed is not responsible or liable in the event of any translation inaccuracy.

The English-language version of these Terms shall control and apply in the event of any conflict with content or translation. You understand that Content, including but not limited to questions and answers, may not have the same meaning in translation, and that treatments (including but not limited to medication names) and other information may differ from country to country and in different languages and may not be available in all places. Additionally, you understand and agree that Virtual Consults with Medical Experts may not be available in languages other than English, and you agree not to conduct a consultation with a doctor in a language in which you are not proficient without the use of a professional translator. If you are connected to a Medical Expert who speaks your language, you understand that the doctor may not be a native speaker and that the doctor's ability to communicate may be limited. If you choose to use a translator in connection with a Virtual Consult, you understand that PreMed is not liable for any errors or omissions in translation.

General Legal Terms

General Terms.

These Terms, and the other agreements referenced in it (like our [Privacy Statement](#) and [Cookie Policy](#)), are the entire agreement between you and us relating to the PreMed Apps. Your use of the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of these Terms. These Terms replace any prior agreements unless such prior or subsequent agreement explicitly

provides otherwise and specifically references these Terms. If there is any conflict between these Terms and a mutually signed written agreement between you and us related to PreMed, the signed written agreement will control. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent.

If we choose not to enforce any provision of these Terms, we retain the right to enforce it in the future. This means that the failure to enforce any provision of these Terms does not constitute a waiver of that provision. If any provision in these Terms is found to be unenforceable, that provision and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

This agreement is governed by California law, excluding California's choice-of-law rules. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS SANTA CLARA COUNTY, CALIFORNIA. YOU AND US CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief.

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT ON OUR APPS, OR ANY SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE APPS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING OUR APPS. THIS LIMITATION APPLIES EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

The Apps and Services are offered by PreMed, Inc. located at 2465 Latham St 3rd Floor, Mountain View, CA 94040. You may contact us by sending correspondence to that address or by visiting the customer service help center at <https://support.PreMed.com>.

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service.

We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

Notice Regarding Apple. This section only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and PreMed only, not with Apple Inc. ("Apple"), and Apple is not responsible for the App or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the App. If the App fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law,

Apple has no other warranty obligation with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App and/or your possession and use of the App infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the App. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Golden Life Wellness Center, LLC and its subsidiaries and managed entities are not affiliated with PreMed. The names and symbols of Golden Life Wellness Center and its affiliates and subsidiaries, including Golden Life Wellness Center, LLC are owned by and proprietary to Golden Life Wellness Center, and have been licensed for use by PreMed.

User Guidelines

By using PreMed or PreMed Premium Services you agree to abide by the following guidelines. Any violation may result in limitation, suspension, or termination of your access to our Apps.

General Guidelines.

- **Respect.** You agree to engage with Medical Experts in a respectful manner and to refrain from inappropriate language and behavior.
- **Appropriate Use.** You agree to only use PreMed and PreMed Premium services in a manner that is not: unlawful, threatening, harassing, abusive, defamatory, slanderous, libelous, harmful to minors, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, invasive of another's privacy, or racially, ethnically or otherwise divisive, offensive, hateful, or abusive.

Guidelines for Posting Content (Including Questions) (Non-Premium Services).

- **Informational Questions Only.** Only informational questions submitted for educational purposes are allowed. Do not post any facts that give the impression that a question is uniquely patient-specific, or are about a specific person, including yourself.
- **No Requests for Medical Care, Diagnosis, or Treatment.** No requests for prescription, diagnosis, or treatment should be made on PreMed (for medical care, please use PreMed Premium Services, as appropriate and available). Any

second opinions received on PreMed are not diagnosis, prescription, or treatment, and are for informational purposes only.

- No Guarantees. There is no guarantee that any submitted question will be answered; questions are answered at the sole discretion of participating Medical Experts. No follow-up questions or personal information should be included in any notes or other posts on or through PreMed.
- Only Adults May Post. Minors (persons under the age of 18) may not obtain Virtual Consults on PreMed, but PreMed permits the posting of questions by persons 16 years of age and older. Caregivers may post educational questions related to authorized care recipients (such as the mother posting questions about an infant).
- Excluding PreMed Premium Services, No Posting of Personally Identifiable Information. Do not post name(s), email address(es), or telephone number(s), URLs, or any other confidential or personally identifiable information about you or any other person or entity on PreMed.
- No Posting for Illegal Purposes. Do not use PreMed for any purpose in violation of local, state, federal, or international laws.
- No Infringing or Impersonating Postings. Do not post material that infringes on the copyrights or other intellectual property rights of others (never post a picture of another person without permission) or on the privacy or publicity rights of others. Do not post impersonating another person or entity.
- No Inappropriate Postings. Do not post material that is unlawful, misleading, obscene, sexually explicit, medically inappropriate, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, divisive, or embarrassing to any other person or entity, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with our Terms or Privacy Statement.
- No Viruses or Software. You agree that you will not upload any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or the Apps.
- No Excessive or Inappropriate use. Do not use the Apps excessively, inappropriately, or in ways that the Apps were not designed for or that are not, in the opinion of PreMed Medical Experts, medically appropriate or legitimate.
- No Promotions or Links. Do not post advertisements, solicitations, or links to other websites or individuals.
- No Spam or Schemes. Do not post the same question more than once or "spam" PreMed. Do not post chain letters or pyramids or other schemes.
- No Detrimental Behavior. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying PreMed, or which, in the judgment of

PreMed, exposes us or any of our members, partners or suppliers to any liability or detriment of any type.

Guidelines Specific to Premium Services and Virtual Consults.

- **Treatment.** You agree not to make demands for treatment from a Medical Expert on PreMed.
- **Care.** Medical care (including Virtual Consults with Medical Experts, prescriptions, diagnosis, or treatment recommendations) is only available on PreMed through our Premium Services, and you agree that such care is limited to medically necessary and appropriate care, as determined by the treating Medical Expert.
- **Care Limitations.** You may use the PreMed Premium Services to obtain Virtual Consults regarding discrete and episodic medical issues. Examples of inappropriate uses of PreMed Premium Service are (but are not limited to) use of PreMed Premium to replace or obtain: emergency care; in-person routine physicals and vaccinations (except for vaccines that can be ordered for you to get at a pharmacy); health verifications or disability forms that require an in-person exam; in-person tests or screenings, such as Pap smears, breast exams, prostate exams, and strep throat swabs; lifestyle treatments, such as medication for smoking cessation, losing weight, stopping addiction, and erectile dysfunction; and ongoing care of chronic conditions like diabetes, high blood pressure, arthritis, anxiety, depression, epilepsy, lupus, and chronic pain (except for medical advice of a limited nature); as well as falsifying your location, doctor-shopping or otherwise repeating consults for the same issue. We reserve the right to review your usage and to suspend or terminate your PreMed account if we find that you have misused the PreMed Premium Services. Our conclusions based on those reviews are final.
- **Prescriptions and Lab Tests.** You agree that you do not have a right to expect, demand, or to receive any particular prescription or lab test when using PreMed Premium Services. Prescriptions and lab tests, where available, are provided at the sole discretion of the consulting Medical Expert. Patients who are located outside the U.S. may not receive lab orders and may receive prescription recommendations only.
- **Prescriptions and Lab Tests Limitations.** You understand and agree that not all prescriptions and lab tests are available using PreMed Premium Services. The following medication categories cannot be prescribed or recommended in Virtual Consults on PreMed: DEA category I-IV medications, lifestyle medications (such as weight loss or hair loss medication), and U.S.-state regulated medications. Lab tests are currently ordered using Quest Diagnostics, and it may not be possible to order all of Quest Diagnostics lab tests (if any) in all U.S. states.

- Duration of Treatment. You agree that the duration of any treatment prescribed or recommended may be limited. It is up to the consulting Medical Expert to determine the appropriate duration of any treatment, if any, made available through a Virtual Consult. Where prescriptions are provided, they may be a short-course to hold you over until you are able to consult with your regular doctor.
- Dress Code. You agree to be appropriately dressed and to show personal or private body parts only when it is of medical relevance to do so.

Reservation of Rights.

- Rejection and Removal of content. Subject to applicable law and any related limitations, we reserve the right to review any submission or Content on our Apps and Services, and to not post such Content or to remove or request the removal of any Content for any reason, at any time, without prior notice, at our sole discretion.
- Termination. We reserve the right to restrict or terminate access to our Content or Services by any individual who violates our Terms, or engages in any other conduct that, in our sole judgement, restricts or inhibits any other person from using or enjoying PreMed or exposes us or any of our members, partners or suppliers to any liability or detriment of any type.

PreMed Arbitration Agreement

Summary.

PreMed's Terms require the use of arbitration to resolve disputes and also limits the remedies available to you in the event of a dispute. Most concerns can be resolved quickly by visiting the customer service help center at <https://support.PreMed.com>. In the unlikely event that we are unable to resolve a legitimate legal complaint, we each agree to resolve those disputes through binding arbitration or small claims instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court.

Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. We request that you work with us in good faith to resolve any disputes for at least 30 days after notifying us of such issues before filing arbitration. You understand that any award available under arbitration is subject to the limitations in the PreMed TOUs. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PreMed ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Agreement.

First things first: let's try to sort it out. We want to address your concerns without a formal arbitration or case. Before filing a claim against PreMed, you agree to make a

good faith effort to try to resolve the dispute informally by contacting dispute-notice@PreMed.com and responding promptly to any related communications. We'll try to resolve the dispute by contacting you via email. If a dispute is not resolved within 30 days of submission, you or PreMed may bring a formal proceeding.

This Arbitration Agreement ("Arbitration Agreement") is a condition of the Terms of Use of PreMed and the Apps. The effective date of this agreement is August 30, 2014 (the "Effective Date").

General.

If you reside in the United States or are otherwise subject to the US Federal Arbitration Act, you agree that any and all disputes or claims that have arisen or may arise between us - except as set forth below ("Exceptions") - shall be resolved exclusively through final and binding arbitration, rather than in court. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Any arbitration proceedings shall be conducted by the American Arbitration Association ("AAA") under its rules and procedures applicable at that time, including the AAA's Supplementary Procedures for Consumer-Related Disputes (to the extent applicable), as modified by our Arbitration Agreement. You may review those rules and procedures, and obtain a form for initiating arbitration proceedings at the AAA's website. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting PreMed. The arbitration shall be held in Santa Clara County, California or at another mutually agreed location. If the reasonable value of the relief sought is US\$10,000 or less, either of us may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on us subject to the arbitrator's discretion to require an in-person hearing. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

Exceptions.

Notwithstanding the foregoing, nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Notice.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to PreMed should be addressed to: General Counsel, PreMed, 2465 Latham St 3rd Floor, Mountain View, CA 94040 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought and the specific applicable legal basis for the requested relief ("Demand"). The parties will make good faith efforts to resolve

the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or PreMed may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or PreMed must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different PreMed users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties, except for a limited right of appeal under the Federal Arbitration Act.

Opt-Out.

If you do not wish to resolve disputes by binding arbitration, you may opt out of this Arbitration Agreement within 30 days after the date that you agree to the Terms by sending a letter to General Counsel, PreMed, Inc., 2465 Latham St 3rd Floor, Mountain View, CA 94040 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("Opt-Out Notice"). Once PreMed receives your Opt-Out Notice, this Arbitration Agreement will be void and any action arising out of the Terms will be resolved under the governing law and jurisdiction set forth in the Terms. The remaining provisions of the Terms will not be affected by your Opt-Out Notice.

Fees.

The AAA rules will govern the payment of all filing, administration and arbitrator fees, unless our Arbitration Agreement expressly provides otherwise. If the amount of any claim in an arbitration is US\$5,000 or less, PreMed will pay all arbitrator fees associated with the arbitration, so long as: (a) you make a written request for such payment of fees and submit it to the AAA with your Demand for Arbitration; and (b) your claim is not determined by the arbitrator to be frivolous or without merit under PreMed's Terms of Use or otherwise ("Frivolous Claims"). In such a case, we will make arrangements to pay all necessary fees directly to the AAA. If the amount of the claim exceeds US\$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, PreMed will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If the arbitrator determines the claim(s) you assert in the arbitration are Frivolous Claims, you agree to reimburse PreMed for all fees associated with the arbitration paid by PreMed. PreMed's obligations to pay these fees shall be made after a preliminary determination that the claims are not barred or

limited by the PreMed Terms of Use. Bared or limited claims constitute Frivolous Claims.

PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS

YOU AND PreMed AGREE, AS PART OF THE ARBITRATION AGREEMENT, THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. WE REFER TO THIS AS THE "PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS". UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN YOUR OR OUR CLAIM WITH ANOTHER PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY ONLY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER PreMed USERS.

Enforceability.

Except with respect to the Prohibition of Class and Representative Actions, if a court decides that any part of this Arbitration Agreement is invalid or unenforceable, the other parts of this Arbitration Agreement shall continue to apply. If a court decides that the Prohibition of Class and Representative Actions is invalid or unenforceable, then the entire Arbitration Agreement shall be null and void.

Modifications.

If PreMed makes any future change to this Arbitration Agreement, other than a change to PreMed's Notice Address, you may reject the change by sending us written notice within 30 days of the change to the Notice Address, in which case your account with PreMed will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

CLAIMS ARE TIME-BARRED

You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to use of the Service or otherwise under these must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claims.

Additional Terms: Premium Services

THE FOLLOWING TERMS APPLY TO YOUR USE OF PreMed PREMIUM SERVICES AND LIVE VIRTUAL CONSULTS PERFORMED BY VIDEO, AUDIO (VOICE), OR TEXT CHAT, OR BY ASYNCHRONOUS TEXT INBOX CONSULTS (COLLECTIVELY, "VIRTUAL CONSULTS"). BY USING PreMed PREMIUM SERVICES YOU

REPRESENT THAT YOU UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING IN ADDITION TO OUR BASIC TERMS OF USE.

Understandings, Agreements, and Representations.

Medical Agreement.

- You are entering into an agreement with PreMed Medical Group, P.C., which shall be a provider of professional medical services to you through the PreMed Apps.
- You are entering into a physician-patient relationship with the Medical Expert associated with PreMed Medical Group, P.C. that personally performs the Virtual Consult for you.
- You agree to use your legal name and real medical information in Virtual Consults on PreMed Premium Services.
- You agree to use only one PreMed account for maintaining your medical records and for doing PreMed Premium Services Virtual Consults.
- You represent and warrant to PreMed Medical Group, P.C. that you have a primary care physician.
- You understand and agree that the physicians associated with PreMed Medical Group, P.C. are only providing minor non-emergency, primary-care medical services with respect to Virtual Consults.
- You understand that you should never delay seeking advice from your primary care physician or other health professionals due to information provided by a Healthcare Provider through PreMed Premium Services. You agree to seek emergency help when needed, and to continue to consult with your primary care physician as recommended by Medical Experts on PreMed Premium Services and by your primary care physician.
- PreMed, Inc. is the provider of certain administrative services to PreMed Medical Group, P.C. and does not provide professional medical services.
- You agree that physicians associated with PreMed Medical Group, P.C., in performing a Virtual Consult, may not prescribe for you, the following drugs:
 - prescriptions for narcotics or DEA (Drug Enforcement Administration) (<http://www.deadiversion.usdoj.gov/schedules/>) controlled substances (Schedule I, II, III, IV);
 - prescriptions for medications that are restricted by states;
 - prescriptions for medications for psychiatric illnesses; or
 - prescriptions for lifestyle medications such as erectile dysfunction or diet drugs.
- PreMed is a company, not a doctor, and does not practice medicine and does not participate in or interfere with the practice of medicine by Medical Experts on PreMed, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license.

- You understand that if your medical condition warrants emergency help, the Medical Experts associated with PreMed Medical Group, P.C. will direct you to the nearest local hospital emergency department or emergency room.
- You understand that the services offered by PreMed Medical Group, P.C. and PreMed, Inc. are not health insurance and are not a substitute for health insurance. You agree not to use such services as health insurance. PreMed Premium Services is designed for use independent of health insurance as an out-of-pocket cost service, and associated fees may not qualify for insurance or HSA or similar reimbursement.
- You agree to refrain from excessive or inappropriate use of Premium Services, including but not limited to multiple Virtual Consults for the same issue without a valid medical reason, including but not limited to: initiating a subsequent Virtual Consult before you have received the Summary Notes from the doctor of the prior PreMed Premium Services Virtual Consult; attempts to obtain prescriptions unavailable through PreMed Premium Services or not previously prescribed to you in a prior PreMed Premium Services consult for the same issue; multiple Virtual Consults for a symptom or condition when you have been advised to seek in-person care; or any other behavior deemed by PreMed or a PreMed Premium Services doctor to be excessive or inappropriate.
- Other than for mutually agreed upon in-person care with a Medical Expert on PreMed, you agree to refrain from contacting or seeking to contact the PreMed Premium Services Medical Expert for telemedicine care outside of the platform (such as by phone, email, or other messaging system). This protects both patients and Medical Experts and ensures clinical care is delivered in a reliable, continuous, and controlled platform. PreMed is not responsible for any interactions with Medical Experts not conducted on the PreMed platform.

Health Information.

- You agree to the entry of your medical records into the PreMed Medical Group, P.C. secure computer database and understand that all reasonable measures have been taken to safeguard your medical information, in accordance with federal HIPAA standards, as amended to date. You acknowledge that no computer or phone system is totally secure. PreMed Medical Group, P.C. recognizes your privacy and, in accordance with our Privacy Statement, will not release information to anyone without your written authorization or as required by law.
- PreMed maintains protected health information (PHI) in compliance with federal privacy and security rules (HIPAA and HITECH). Our contractual obligations with health care providers are as a Business Associate of health care providers who are Covered Entities such rules. PreMed collects information for the purposes of providing the Premium Services (including Virtual Consults), marketing and

promoting our Services and Premium Services to you, and for market research data.

- You understand and agree that Virtual Consults involve the communication of your medical information, both orally and visually, to Medical Experts and other health care practitioners located in other parts of the state/jurisdiction or outside of the state/jurisdiction in which you are located at the time of a Virtual Consult and afterward.
- You also understand that PreMed, Inc. a "Covered Entity" as defined under the Health Insurance Portability and Accountability Act and associated regulations. However, you understand that PreMed Medical Group, P.C. and the Medical Experts associated with PreMed Medical Group, P.C. are "Covered Entities" that are subject to the provisions of HIPAA pursuant to 45 CFR 103. Therefore, you understand and agree that your personally identifiable health information ("Health Information") provided to PreMed Medical Group, P.C. and the Medical Expert associated with PreMed Medical Group, P.C. is subject to or protected by HIPAA. We will maintain the privacy of your Health Information as required by HIPAA.
- You also understand and agree that by using PreMed and PreMed Premium Services that we may automatically send information related to your Virtual Consult(s), including related reminders, to you, and you opt in to receiving this information by email, mobile notification, or using other contact information provided by you in your account settings and profile information. You may opt out of receiving any such communication via email or mobile notification at any time through your account notification settings. If you prefer not to receive or do not consent to the receipt of personal health information by email or mobile notification, you agree to update your account notification settings before using PreMed Premium Services or any features utilizing reminders.
- You represent and warrant to us that, to the extent you enter "protected health information" (as such term is defined under HIPAA) for a third person, you are legally authorized to do so on behalf of such third person, and such third person has validly consented to your inputting of, and your review of "protected health information" of such third person on PreMed Premium Services and via the PreMed website and mobile apps.

Consult Quality.

- PreMed Premium Services Virtual Consults are primary care consults, not specialist consults, and are not intended to address medical concerns typically addressed by medical specialists.
- You agree that Medical Experts performing Virtual Consults on PreMed Premium Services may prescribe permitted medications in such Virtual Consults when in the Medical Expert's sole judgement it is medically appropriate to do so. You

agree that you are not guaranteed any prescription in a PreMed Premium Services Virtual Consult. The determination that a medical concern warrants a prescription is always made at the discretion of the consulting Medical Expert in a PreMed Premium Services Virtual Consult and not prior to such a consult. You agree to maintain up-to-date medication information in your Health Profile on PreMed so that consulting PreMed Premium Services Medical Experts may know your medication history.

- You understand and agree that PreMed and Medical Experts on PreMed are not responsible for disconnections or connection quality issues you may experience during or outside of PreMed Premium Services Virtual Consults as a result of your mobile device's or computer's internet connectivity.
- You agree to refrain from abusive language or engaging in inappropriate behavior with Medical Experts during a Virtual Consult and agree that a Medical Expert may terminate a Virtual Consult at any time should inappropriate behavior or language be used, or if in the Medical Expert's sole judgment, the Virtual Consult is no longer appropriate or productive.
- PreMed Premium Services subscriptions do not include nor cover the costs of any recommendations or treatments associated with any Virtual Consult (including but not limited to: prescriptions, lab tests, services or treatments, devices, or referrals for non-PreMed Premium Services consults).
- PreMed Premium Services offers primary-care consults from Medical Experts only via the PreMed Apps. Specialist care is not available. Services are provided under an "on call" model where you will be connected with the first-available licensed PreMed Medical Expert. If you select a specific doctor (including specialists) for a Virtual Consult, this is not part of the PreMed Premium Service and is subject to an additional per-consult fee. PreMed Premium Services may not cover the cost of Virtual Consults that originated from searching for a specific doctor or specialty. Pricing will be shown prior to initiating such Virtual Consults and by participating in such a Virtual Consult you agree to pay the fees associated with such a consult.

Your Rights.

You have all the following rights with respect to Virtual Consults:

- Free Choice. I have the right to withhold or withdraw my consent to Virtual Consults at any time without affecting my right to future care or treatment.
- Access to Information. I have the right to inspect all medical information transmitted during a Virtual Consult, including, without limitation, the name of the licensed Medical Expert associated with PreMed Medical Group, P.C. treating me, and may receive copies of this information for a reasonable fee.
- Confidentiality. I understand that the laws that protect the confidentiality of medical information apply to Virtual Consults, and that no information or images

from such interaction which identifies me will be disclosed to other entities without my consent.

- Risks. I understand that there are risks from Virtual Consults, including the following: (i) loss of records from failure of electronic equipment; (ii) power or other technical failures with loss of communication; and (iii) invasion of electronic records by outsiders (hackers). Finally, I understand that it is impossible to list every possible risk, that my condition may not be cured or improved, and in rare cases, may get worse.
- Benefits. I understand that I can expect the following benefits from Virtual Consults, but that no results can be guaranteed or assured: (i) reduced visit time; (ii) rapid innovation of treatments; and (iii) focused information.
- Follow-up. In the event that the diagnosis and treatment by a Medical Expert associated with PreMed Medical Group, P.C. does not resolve the medical issue for which I sought a Virtual Consult, I agree to consult with my primary care physician in person for follow-up treatment, and/or seek treatment, if necessary at a local hospital emergency department.
- Consequences. I understand that, by having my consent to live Virtual Consults performed by video or telephone or asynchronous inbox consults, my Medical Expert associated with PreMed Medical Group, P.C. may communicate medical information concerning me to physicians and other health care practitioners located in other parts of the state/jurisdiction or outside the state/jurisdiction.
- Quality Assurance. I understand that records related to these consults may be reviewed under a PreMed quality assurance program. Records of PreMed Quality Assurance Committee records subject to confidentiality.

Your Obligations

- Privacy Statement and Cookie Policy. You agree to PreMed's [Privacy Statement](#) and [Cookie Policy](#), the terms of which are incorporated herein by reference.
- True and Accurate Information. You agree that all information you provide on PreMed Premium Services relates to you and is current, complete, and accurate. Additionally, you agree to update and maintain such information on PreMed Premium Services to ensure that it is true, accurate, current and complete at all times.
- Payment. If you are using PreMed as an individual and you purchase access to the PreMed Premium Services, you agree to the Premium Services Subscription Agreement available at <https://www.PreMed.com/terms/subscription-agreement/> and 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. Enterprise users are subject to the Billing Agreement available at <https://www.PreMed.com/payg-agreement/>.

- Emergency Help. You will agree to seek emergency help when needed or as recommended by Medical Experts on PreMed Premium Services. You agree to continue to consult with your primary care doctor as recommended by your primary care doctor or the Medical Experts on PreMed Premium Services.

Terms of Use (Canada)

PreMed Terms of Use (Canada)

Date last modified: March 10, 2020

What is this document?

This Terms of Use (or "TOU") is an agreement between you and PreMed, Inc., together with its affiliates and partners ("us", "we", or "PreMed"). There are rules you agree to follow when using our mobile applications and website(s) (the "Apps"), including when you ask questions and when you view or input content on or into the Apps. You must also agree to the following terms to utilize any of the Apps and Services provided by PreMed:

- The PreMed [Privacy Statement](#) and Health Tap [Cookie Policy](#) govern all privacy and data use-related aspects of your use of our Apps;
- The Apps access the PreMed platform, Content and Services provided thereby, and the following govern use of the PreMed platform, Content and Services provided thereby: the HeathTap [Terms of Use](#), PreMed [Privacy Statement](#) and the PreMed [Cookie Policy](#).
- PreMed's [Code of Conduct for Virtual Consults](#), [Additional Terms: Virtual Consults](#) and [Virtual Consult Consent](#) govern your use of PreMed for Virtual Consults.
- The PreMed [Member Submission Terms and Policies](#) govern submissions provided to us.
- The PreMed [Expert Submissions Terms and Policies](#) and [Additional Terms that Apply to Experts](#) govern submissions provided by Medical Experts.

While these are separate documents, they are each and all incorporated in full into this TOU.

IMPORTANT! YOUR ACCESS TO THIS WEBSITE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING. ACCESSING THE APPS IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST EXIT THE APPS.

When you sign up for any PreMed App, Services and/or Virtual Consults, you verify that you've read and agree to this TOU when using the Apps, Services and/or Virtual Consults.

THE PreMed APPS, SERVICES AND VIRTUAL CONSULTS ARE NOT SUBSTITUTES FOR ADVICE OR MEDICAL CARE FROM YOUR DOCTOR OR YOUR HEALTHCARE PROVIDER.

CALL 911 (OR YOUR LOCAL EMERGENCY SERVICE) OR YOUR DOCTOR IMMEDIATELY IF YOU BELIEVE YOU MAY OR DO HAVE A MEDICAL EMERGENCY. THE PreMed APPS, SERVICES OR VIRTUAL CONSULTS ARE INTENDED FOR USE BY CANADIAN RESIDENTS.

Definitions

To clarify what this document means, certain words with capital letters will be defined. Here are the definitions for this agreement:

- Apps means <https://www.PreMed.com> and related websites and PreMed's mobile applications we release.
- "Content" means text, graphics, images and any other material entered, processed, contained on or accessed through the Apps or Services, including Content created, modified, validated or submitted by Medical Experts.
- "PreMed" means PreMed Inc. and any and all entities which are controlled by PreMed or by subsidiaries of PreMed.
- "Medical Expert" means an individual accepted to participate in PreMed's Medical Expert community and who participates on the Apps and interacts with others on or through the App or third party licensor's apps, or other specialists or professionals who participate on either of the Apps in their capacity as experts.
- "Services" means services provided through the Apps, but not Virtual Consults.
- "Virtual Consult" means an on demand telemedicine consultation between a PreMed Practitioner and a patient through the Apps using video, audio and/or text chat.
- "PreMed Practitioner" means a licensed physician, nurse practitioner or other qualified health care practitioner) who has been contracted to provide Virtual Consults through the App and/or the Services.

Introduction

Health Tap

PreMed Apps, Services and Virtual Consults connect you with trusted health information, answers, and tips from leading Medical Experts, and access to Virtual Consults with PreMed Practitioners; all designed to attempt to help you feel well and live a happier, healthier life. PreMed Services and Virtual Consults are different services but can be available through the same Apps. Additional terms of use apply to Virtual Consults. PreMed has partnered with third parties that license its software platform to their services, including telemedicine platforms accessible via apps of such third parties, and content and services that support such apps. To use PreMed Apps, Services and/or Virtual Consults as provided under license by such third parties you must agree to all of the terms and policies such third parties impose upon such Apps, Services and/or

Virtual Consults, and such third parties bear all liabilities for your use of the Apps, Services and/or Virtual Consults.

PreMed Apps and Services do not provide medical care or treatment

THE PreMed APPS, CONTENT AND SERVICES ARE NOT INTENDED FOR MEDICAL DIAGNOSIS, TREATMENT, PRESCRIPTIONS OR OTHER MEDICAL SERVICES. ALL INFORMATION PROVIDED ON THE PreMed APPS, CONTENT AND SERVICES OR IN CONNECTION WITH ANY COMMUNICATIONS SUPPORTED BY PreMed, INCLUDING BUT NOT LIMITED TO COMMUNICATIONS WITH MEDICAL EXPERTS, IS INTENDED TO BE FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND IS IN NO WAY INTENDED TO CREATE A PHYSICIAN - PATIENT RELATIONSHIP AS DEFINED BY PROVINCIAL AND TERRITORIAL LAWS; THE PreMed APPS, CONTENT AND SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL DIAGNOSIS OR TREATMENT; AND RELIANCE ON ANY INFORMATION OR CONTENT PROVIDED THROUGH THE PreMed APPS, CONTENT AND/OR SERVICES OR ANY MEDICAL EXPERTS IS SOLELY AT YOUR OWN RISK.

PreMed Virtual Consults may be used for limited medical care (as appropriate)

Virtual Consults are medical services provided by PreMed Practitioners. A PreMed Practitioner may provide an assessment, offer a diagnosis, order tests and prescribe treatment, including prescriptions, as appropriate. Virtual Consults are not a substitute for having your own family doctor or primary care provider provide care to you, or for in-person health care interactions. You agree not to use Virtual Consults as a substitute for your own family doctor or primary care provider or in-person doctor visits. You understand and agree that prescriptions for medications through Virtual Consults are limited in type and duration, and PreMed Practitioners will not prescribe any medications that are outside those permitted via Virtual Consults.

This TOU is an Agreement

This TOU governs your use of the Apps. Other terms may apply to your use of specific features or parts of our Apps. If there is a conflict between this TOU and PreMed terms posted for a specific feature or part of the Apps, Services or Virtual Consults, the posted terms apply to your use of that feature or part of the Apps, Services or Virtual Consults.

We May Update the TOU

This TOU may change, or otherwise be modified or altered. We will provide notice of any changes to the TOU on the Apps. Because your use of the PreMed Apps, Services or Virtual Consults means you agree to this TOU, if we revise and update this TOU, your continued use of the PreMed Apps, Services or Virtual Consults will mean that you accept those changes. You choose whether or not you use PreMed Apps, Services or Virtual Consults. If you do not agree to all of the terms in this TOU or any changed, modified or altered version of the TOU, you must not use any PreMed Apps, Services or Virtual Consults.

What we do and what we do not do (PreMed Apps and Services and Virtual Consults)
PreMed Apps and Services

We Do Support Your Health Decisions (PreMed Apps and Services)

The PreMed Apps and Services are designed to support the health decisions and choices that you make. These decisions and choices are yours, and we believe that you are the best decision maker about your health and that these decisions should be made in connection with the advice you receive within a formal doctor-patient relationship. Always use common sense, and practicality when making health decisions. PreMed cannot make decisions for you. We can help you find good health information and, where available and appropriate, help you to connect with a PreMed Practitioner for a Virtual Consult or referral for in-person care.

We Do Not Practice Medicine (PreMed Apps and Services)

On PreMed Apps and Services you shall ask questions and find information and related educational answers provided by Medical Experts. PreMed Apps and Services are not a place for the practice of medicine, but Content on PreMed can be a resource for reliable, relevant general health information. We hope these resources will be of value to you. Please use them responsibly.

We Do Not Create Doctor-Patient Relationships (PreMed Apps and Services)

The use of any PreMed Apps or Services does not create a doctor-patient relationship. PreMed Apps, Content and Services are provided for your information, and should be used for informational purposes only. PreMed Apps, Content and Services are not a substitute for medical advice, diagnosis, treatment, or care from your physician or other primary care provider.

We Are Not Your Doctor (PreMed Apps and Services)

Whenever we use the words "your physician" or "your doctor" or "health care provider" or similar words on PreMed Apps, and Services or terms relating thereto, including in this TOU, we mean your personal doctor with whom you have an actual, mutually acknowledged, doctor-patient relationship, or your other health care providers with whom you have the same kind of formal, real-world relationship, within Canada. Medical Experts on PreMed are not "your" doctor, physician, or healthcare provider.

We Do Not Provide Personal Diagnosis, Treatment or Prescriptions (PreMed Apps and Services)

PreMed Apps, Content and Services do not constitute the practice of medicine or the provision of health care and cannot be used for the purpose of medical diagnosis, for a physical examination, for obtaining prescriptions, or for treatment. Do not use PreMed Apps, Content or Services to try to diagnose or treat a medical condition yourself. Use Virtual Consults (where appropriate and permitted) for temporary or limited medical care, or see your doctor or your healthcare provider in person if you are looking for a personal medical assessment, evaluation, diagnosis, or prescription.

Virtual Consults

We Do Provide Access to PreMed Practitioners for Virtual Consults

You can obtain access to a PreMed Practitioner for a Virtual Consult if: (i) you are located in a province or territory where such service is available; and (ii) you have agreed to this TOU, including the PreMed Virtual Consult Consent.

We Do Support Practitioner-Patient Relationships through Virtual Consults

A time-limited practitioner-patient relationship is created when participating in a Virtual Consult. When you participate in a Virtual Consult through the Apps, you understand and agree that the PreMed Practitioner who provides the Virtual Consult is not your doctor or your health care provider. You agree not to use Virtual Consults as a substitute for interactions with your doctor or your healthcare provider.

We are Not For Use in Emergencies

Never use PreMed Apps, Content or Services or Virtual Consults in a potential or actual medical emergency. If there is a potential or actual medical emergency, seek immediate emergency assistance.

Remember...

Always consult your doctor

Your doctor or your healthcare provider knows you and your medical history. Consult your doctor or your healthcare provider if you have any questions about a symptom or a medical condition, before starting or stopping any treatment directed by your doctor or your healthcare provider or before taking any drug or changing your diet.

Always...

- SEEK THE ADVICE OF YOUR DOCTOR OR YOUR OTHER QUALIFIED HEALTHCARE PROVIDER WHENEVER YOU HAVE A PERSONAL QUESTION ABOUT A MEDICAL CONDITION OR SYMPTOM.
- NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, OR DELAY SEEKING MEDICAL ADVICE OR TREATMENT BECAUSE OF ANY CONTENT YOU READ OR LEARN ON THE PreMed APPS OR SERVICES OR INFORMATION RECEIVED THROUGH A VIRTUAL CONSULT.
- CALL 911 (OR YOUR LOCAL EMERGENCY SERVICE) OR YOUR DOCTOR IMMEDIATELY IF YOU BELIEVE YOU MAY OR DO HAVE A MEDICAL EMERGENCY.

Medical Experts

Independence of Medical Experts

Content provided by Medical Experts is licensed by PreMed from such Medical Experts, and sublicensed to you. Medical Experts and professionals or specialists utilizing or featured on PreMed are not employees or independent contractor service providers of PreMed. Any opinions, advice, or information expressed by any such individuals are those of the individual and the individual alone and they do not reflect the opinions of PreMed. PreMed does not recommend or endorse any specific Medical Experts, tests,

physicians, products, procedures, opinions, or other information that may be mentioned on PreMed Apps, Content or Services.

The inclusion of Medical Experts, professionals and specialists on PreMed Apps or Services or in any professional directory on PreMed Apps or Services does not imply recommendation or endorsement of such professional by PreMed, nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any professional contained therein. SUCH INFORMATION IS PROVIDED ON AN "AS-IS" BASIS AND PreMed DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. PreMed SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY USER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SPECIALISTS ON PreMed'S APPS, CONTENT OR SERVICES. The use of PreMed Apps, Content or Services by any entity or individual to verify the credentials of professionals or specialists is prohibited.

All opinions and statements expressed by Medical Experts on or through PreMed Apps, Content or Services are solely the individual and independent opinions and statements of such individuals and do not reflect the opinions of PreMed, its affiliates or any other organizations or institutions to which such Medical Expert or such specialist or professional is affiliated or provides services.

Children's Privacy

We are committed to protecting the privacy of children. PreMed Apps, Content and Services are not intended or designed for children. We do not collect personally identifiable information from any person we actually know is a child. Registered adult users of PreMed may use PreMed for the benefit of their children.

Your Account and Your Use of PreMed Apps and Services

You are responsible for your account: keep your password and real name private. Accurate and complete registration and account information is required to use PreMed Apps and Services. You are responsible for the security of your passwords and for any use of your account. Please immediately notify us of any unauthorized use of your password or account. Allowing any other person or entity to use your identity for posting on or using PreMed Apps, Content or Services is not permitted. Do not include your real name or any other information that could be used to identify you in anything you post that is publicly visible on PreMed Apps (such as in questions or other submissions that may be publicly displayed or accessed by the public).

Full access to the Apps is enabled only by usernames and passwords. You are fully and solely responsible for any and all use of the Apps, Content and Services using your username and password. We reserve the right to revoke or deactivate your account, username and/or password at any time.

Governing Laws

PreMed is subject to applicable Canadian federal and provincial privacy laws, as well as US privacy laws. Your personal information may be stored, transmitted to or accessed from the US, and therefore US privacy laws apply to the extent that your personal information is stored, transmitted to and or accessed from the US.

Your use of the PreMed Apps, Content and Services must comply with all applicable federal, provincial and territorial laws, regulations, and ordinances.

You must be of the age of majority and an adult to use PreMed.

Currently, you must be at least the age of majority in your jurisdiction of residence to use the PreMed Apps or Services and/or to register for Virtual Consults. Virtual Consults are subject to PreMed's Virtual Consult Consent.

We will send you notices and information.

For more details about when and how we can communicate with you, please consult our [Privacy Statement](#).

Code of Conduct for Virtual Consults

- **Etiquette** As a patient consulting with a PreMed Practitioner for a Virtual Consult, you agree to engage with the Practitioner in a respectful and appropriate manner. You agree to refrain from using inappropriate language and/or behaviour.
- **Treatment** You agree that you will not make demands for specific medications or treatment in a consultation. A PreMed Practitioner will undertake an assessment, including a physical examination (within the limits of virtual care) and medical history, and will determine if she or he can help you with your health concern through a Virtual Consult, and if so, provide treatment recommendations.
- **Abuse of Care** In receiving a Virtual Consult, you are entitled to receive medically necessary and appropriate care within the scope of the services offered. You agree not to abuse or overuse the access to PreMed Practitioners provided to you. Overuse includes, but is not limited to, requests for multiple opinions or consultations related to a single medical condition. PreMed Practitioners may discourage this practice and may be hesitant to provide an assessment to those patients who attempt to seek multiple consults. PreMed Practitioners have the right to decline to provide a Virtual Consult and/or refer you for in-person care or emergency services if the nature of the Virtual Consult is not appropriate for virtual care or multiple consults are warranted.
- **Prescriptions and Lab Tests** Even if you believe you need a prescription or lab test, you should not expect a prescription or lab test to be ordered from any given Virtual Consult. The PreMed Practitioner may prescribe treatment or order lab tests for the condition discussed in a Virtual Consult for patients located in Canada. The following medication categories cannot be prescribed or

recommended in Virtual Consults on PreMed: narcotics and controlled drugs and substances, lifestyle medications (such as weight loss or hair loss medication), and some psychiatric medications.

- Duration of Treatment There are cases when you may present with a condition that is long-standing for which you may have been taking a prescription for a long period of time. It is up to the PreMed Practitioner to determine whether to prescribe a specific medication for you, and for what duration. Since PreMed Practitioners do not have an established doctor-patient relationship with you, best practice will be for the Practitioner to prescribe (if at all) a short-course of medication to hold you over until you are able to consult with your regular doctor or health care professional.
- Dress Code You agree to be appropriately dressed and to show personal or private body parts only when requested and where it is of medical relevance to do so.

Content and Services

PreMed Apps, Services and Virtual Consults are for personal use.

PreMed Apps, Services and Virtual Consults are services for individuals to use to support their health decisions. You may use PreMed Apps, Services and Virtual Consults for personal, but not for commercial, purposes in accordance with all applicable federal, provincial and local laws. Organizations, companies, and businesses may not become registered members or use our Apps, Services and Virtual Consults as entities or through individual members except with the prior written authorization of PreMed. The Content is licensed only for the personal, household, and educational use of a single individual. No commercial use or commercial redistribution of any Content is permitted. Any hyperlink or other re-display of the information on another website must display the Content full-screen and not within a "frame" on the linked or other site, unless expressly pre-approved and permitted by PreMed in writing. By using the PreMed Apps, Services or Virtual Consults, you agree not to harvest, scrape or otherwise collect any personal information about our members, Medical Experts or PreMed Practitioners for any reason, including but not limited to for sending unsolicited communications, including commercial electronic messages or "spam".

PreMed Apps, Services and Virtual Consults must be used responsibly.

You agree to use the PreMed Apps, Services and Virtual Consults responsibly, and in a manner that is not: unlawful, threatening, harassing, abusive, defamatory, slanderous, libelous, harmful to minors, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive. You also agree not to intentionally overuse any Apps, Services or Virtual Consults, or use any Apps, Services or Virtual Consults for medically inappropriate purposes or other inappropriate purposes.

PreMed Apps, Services and Virtual Consults may not be used for illegal purposes.

The PreMed Apps, Content, Services and Virtual Consults may not be used for any illegal purpose. You may not access our networks, computers, or the Apps, Content, Services and Virtual Consults in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Apps, Content, Services or Virtual Consults, other accounts, computer systems, or networks connected with PreMed, or the Apps, Content, Services or Virtual Consults. You may not use any automated means (such as a scraper) to access the Apps, Content, Services or Virtual Consults for any purpose. Such unauthorized access includes, but is not limited to, using another person's login credentials to access the Apps, Content, Services or Virtual Consults. Any attempt by any individual or entity to solicit login information of any other user of the Apps, Content, Services or Virtual Consults, any PreMed Practitioner or any Medical Expert, or to access the PreMed Apps, Services or Video Consult accounts is an express and direct violation of this TOU and of applicable law, including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

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We are not responsible for anything outside of PreMed Apps.

Third party input into Content, Services and Virtual Consults ("Third Party Input"), as well as any of the following in the Apps, Content, Services or Virtual Consults: links to

other apps, websites or information, third party software, third party data, or other third party content (including opinions, claims, comments), online or offline, and related information (collectively with Third Party Input being "External Content and Services"), are outside of our control. We do not control, endorse, verify the truth or accuracy of, or review any External Content and Services, and we are not responsible for such External Content and Services, whether or not any link or reference thereto is incorporated in the PreMed Apps. The External Content and Services contained in any third party apps, websites, information, or software to which a link is provided in the Apps are those of the companies or individuals responsible for such External Content and Services and cannot be attributed to PreMed. We do not warrant, nor are we in any way responsible for, information, software, data, or privacy policies, or any terms of use related or pertaining to External Content and Services. By using the Apps, you expressly release PreMed from any and all liability arising from your use of any External Content and Services. Accordingly, when you leave the Apps or submit information to any External Content and Services accessible from the Apps, the terms and conditions, privacy policy and other policies relating to such External Content and Services will apply to you.

You are responsible for your use of our Mobile Features.

The software platforms available via the Apps (the "PreMed Platforms") offer features and services available to you via your mobile phone or other mobile device. These features and services may include the ability to upload content to the PreMed Platforms, receive messages from the PreMed Platforms, download applications to your mobile phone or access PreMed Platforms features (collectively, the "Mobile Features"). Standard or other messaging, data and other fees may be charged by your carrier for use of Mobile Features. Your carrier may prohibit or restrict certain Mobile Features, and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues, as PreMed bears no responsibility for any such issues. As applicable, instructions regarding how to opt-out of Mobile Features will be disclosed in connection with Mobile Features by PreMed. The instructions will typically require you to text a keyword (such as "STOP," "CANCEL," "END," "UNSUBSCRIBE," "QUIT," etc.) to the applicable shortcode for the Mobile Feature, or to change your profile settings inside the Apps. You agree to notify PreMed of any changes to your mobile number and update your account(s) on the PreMed Platforms to reflect this change. PreMed bears no responsibility whatsoever for any failure to provide any Mobile Features to you due to any error or other inaccuracy in your account or the mobile number you provide to us.

You agree that we may send you limited personal information by email, SMS and mobile telephone notification.

When you use action-oriented features on PreMed Apps and Services (including subscribing to a checklist or participating in a Virtual Consult), you agree that PreMed

may send you automatically via email, mobile telephone or other contact information provided by you in your account settings, content including but not limited to, reminders relating to health checklists or doctor recommended actions for you. The content in those reminders may contain your personal or personal health information, including content related to conditions, treatments, and medications. You understand and agree that by using any action-oriented feature, you are consenting to receiving your own personal health information by email, short message service (SMS) or mobile telephone notification, which is not secure. You also understand and agree that by receiving personal or personal health information by email, SMS or mobile telephone notification, you will be charged by your wireless or internet provider and that such emails, SMS or mobile telephone notification may be generated by an automated dialing system. You control the utility, and the privacy of the reminders you receive. In your account settings, you can control what information is sent to you, and where it's sent, and you can unsubscribe or opt-out from receiving reminders via email, SMS or mobile telephone notification, or any of them at any time. If you prefer not to receive personal information by email or mobile notification, you agree to update your account notification settings.

Mandatory Removal of Content and Services

If you violate this TOU, your permission to use the Apps, Content, Services and Virtual Consults automatically terminates and you must immediately destroy any copies you have made of any portion of the Content. (For more information, see "[Termination](#)".)

Use of Your Information

We only use data you share with PreMed as set forth in the PreMed [Privacy Statement](#), your account settings, and in accordance with applicable law.

We cannot control external communications (including email, SMS, and notifications).

Email, SMS, text message communications and mobile push notifications from the Apps are not encrypted. You can opt out of receiving email, SMS, text messages, and mobile push notifications. Although unlikely, it is possible for these communications to be intercepted or accessed without your authorization, and by using the Apps, you release PreMed from any liability arising from or related to any such interception or unauthorized access.

Advertising

We Do Not Advertise.

There is no paid advertising on PreMed.

Intellectual Property Rights

PreMed owns or has rights to the Content and Services.

PreMed has all rights to permit its approved PreMed members to use or access the Apps in Canada. When you use the Apps, you do so in accordance with a license granted to you by PreMed that is a personal, revocable, non-assignable, and non-exclusive license right to access and use the Apps and Services in accordance with this TOU for the time period during which such Apps and Services are made available

to you by PreMed, solely for your personal use. This means that you may not use any of the Apps, Content, Services or Virtual Consults for any commercial purpose, that we can take away your right to use any of the Apps, Services or Virtual Consults at any time and at our sole discretion, that you cannot give this license away to someone else, and that other PreMed Apps and Services members, user and account holders can use our Apps, Content, Services and Virtual Consults as permitted by PreMed. All right, title and interest in and to the Apps, Services, and the Content, together with all intellectual property rights therein and relating thereto (including without limitation all engagement, rating, and ranking systems and methodologies on the Apps) are the property of PreMed, PreMed or our affiliates, excluding your rights under law to access any personal health information related to Virtual Consults, subject to applicable laws. You must ask our permission to use our Trademarks.

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You agree not to infringe our Copyrights, Trademarks, Trade Secrets, Patents or other intellectual property rights.

You agree not to engage in any activity that would constitute patent, copyright, industrial design, trademark, trade secret or any other type of proprietary or intellectual property infringement with respect to the Apps, Content, Services or Virtual Consults, or assist or induce any other person or entity to do so.

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You agree not to access, attempt to access, or use our Data without our Permission. You agree not to access, attempt to access, request access or use of any Apps, Content, Services or any of our data of the data relating to any of the foregoing (collectively the "Data"), without our prior written authorization. This means that you agree not to download, upload, post, license, disclose, modify, translate, decompile, copy, distribute, reverse engineer, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the Apps, Content Services, or Data therein or relating thereto in whole or in part, in any form or by any means, unless expressly permitted herein or you have our prior written authorization to do, and that of PreMed for any of the foregoing that is owned by PreMed. Moreover, you shall not, nor shall you permit any third party or person to, disable, circumvent, or otherwise avoid any security device, digital rights management, mechanism, protocol, or procedure implemented by PreMed for use of the Apps, Content, Services or Data therein or relating thereto.

Contact us if you believe materials on our Apps infringe your copyright.

If you believe any materials accessible on or from PreMed or the Apps, Content or Services infringe your valid and enforceable copyright, you may request removal of (or access to) those materials (or access thereto) from us by contacting us and providing us with information. We will review the information that you provide and may request removal of such materials by PreMed or remove such content if within PreMed's ability, at our sole discretion in accordance with applicable laws.

Submissions

You agree to abide by our Submission Guidelines

You agree that you will not upload or transmit any communications or content, or provide us with any information, of any type that infringes or violates any rights of any party. The personal information you submit to PreMed is governed by the [Privacy Statement](#), the terms of which shall govern in the event of any inconsistency with this TOU and if you provide us with any personal information of any third party you hereby represent and warrant that you have all requisite consents to provide us with such information for use in accordance with this TOU and our Privacy Statement. If you are a member, you agree to comply with the [Member Submission Terms and Policies](#). If you are a Medical Expert, you agree to comply with the [Expert Submission Terms and Policies](#).

You give us rights in what you submit.

With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Statement and other information governed by applicable Canadian and provincial privacy laws, rules and regulations), if you make any submissions (by email or otherwise) on, to or through PreMed Apps and Services, including but not limited to data, questions, comments, suggestions, business

information, ideas, concepts, techniques or inventions (the "Submissions"), you make such Submissions without any restrictions or expectation of compensation or of confidentiality, and you agree that your Submissions may be used without restriction for any purpose whatsoever, and you automatically grant, or have obtained rights from the owner of such Submissions and the intellectual property relating thereto to automatically and expressly grant, PreMed and third parties that license the PreMed Apps and Services a royalty-free, perpetual, irrevocable, worldwide, nonexclusive license right, with a right of sublicense, to freely use the whole or any portion of such Submissions in any way, commercial or otherwise, and for any purpose whatsoever, including the right to copy, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, publicly perform or display (in any media or form now known or hereafter developed), create improvements and derivative works from, develop inventions from and manufacture, sell, lease or otherwise use such inventions, marketing any product or service relating to or developed from the Submissions, communicate to the public, or otherwise use the Submissions. You further waive any and all of your moral rights in the Submissions in favour of PreMed, and have caused any other owner of such Submissions and the intellectual property relating thereto to waive their moral rights in the Submissions in favour of PreMed. All Submissions will be treated as non-confidential and nonproprietary at PreMed's sole discretion.

Do not provide any Submissions to us if you don't want to give us rights to the Submissions. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them on, through, or to PreMed, by email, posts, any means of uploading information to the Apps, Services or otherwise.

PreMed Medical Experts

About PreMed Medical Experts

Medical Experts on the Apps include respected doctors, specialists or professionals throughout the US, Mexico, UK and Canada. Only US, Mexico, UK and Canadian-licensed doctors, specialists or professionals may participate as Medical Experts on PreMed. Medical Experts whose licenses are or become suspended or revoked, for any reason, are not permitted and agree not to participate in any way, including but not limited to submitting Content as a Medical Expert. Medical Experts are subject to PreMed's [Expert Submission Terms and Policies](#) and [Additional Terms that Apply to Experts](#).

Virtual Consults are provided by PreMed Practitioners (who may or may not also be Medical Experts) who are licensed by their provincial health regulatory body. The PreMed Practitioner conducting the Virtual Consult may not be physically located in the province in which you reside. Depending on the licensing requirements of the province in which you are located, the PreMed Practitioner may or may not need to be licensed in your province.

Personally Identifiable Information

Our Members have a Right to the Privacy of their Identity and Personal Information. PreMed does not disclose personally identifiable information about our members. Please see our [Privacy Statement](#) for details. Virtual Consults are subject to the PreMed's [Additional Terms: Virtual Consult](#) and [Virtual Consult Consent](#).

Termination

All of Our Members are Required to Honour this TOU.

Your permission to use the Apps, Services, Content and Virtual Consults ends immediately if you violate any of the terms of this TOU. We may place limits on, modify, or terminate your right to access and use PreMed Apps, Services, Virtual Consults and/or Content at any time. This suspension or termination may involve the deletion of information, files, and other previously available Content and/or Submissions. PreMed reserves the right to terminate your rights to the Apps, Content, Services and Virtual Consults without any notification to you, in its sole discretion. In the event your account is suspended or terminated, you will be contacted via email.

Changes to this TOU

We may Update these Terms of Use.

When we make changes, we will revise the "last modified" date at the top of this TOU. We encourage you to review this TOU periodically. Your continued use of PreMed Apps, Content, Services and/or Virtual Consults constitutes your agreement to the changed, modified or altered TOU, as set out herein.

Indemnification & Exclusions and Limitations

Exclusion of Warranties

THE APPS, CONTENT, SERVICES AND VIRTUAL CONSULTS ARE PROVIDED "AS IS." NEITHER WE, PreMed PRACTITIONERS, MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAKE ANY EXPRESS WARRANTIES, AND WE AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY WARRANTY THAT CONTENT OR SERVICES SATISFY GOVERNMENT REGULATIONS. PreMed APPS, CONTENT, SERVICES AND VIRTUAL CONSULTS WERE DEVELOPED FOR USE IN CANADA, AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION CONCERNING PreMed APPS, CONTENT, SERVICES OR VIRTUAL CONSULTS WHEN USED IN ANY OTHER COUNTRY.

SOME CANADIAN JURISDICTIONS PROHIBIT THE DISCLAIMER OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN TYPES OF LIABILITY. IN SUCH CIRCUMSTANCES, TO THE EXTENT THAT SUCH PROHIBITIONS PROHIBIT ANY EXCLUSIONS AND LIMITATIONS IN THESE TERMS OF USE, SUCH EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO YOU

STRICTLY TO THE EXTENT NECESSARY TO MAKE THESE TERMS OF USE CONSISTENT WITH SUCH PROHIBITIONS.

Limitation of Liability of PreMed

We cannot and do not assume any responsibility or liability for the use or misuse, by you or any third party, of any Content, Submissions, or other information submitted, transmitted, or received via our Apps and Services or Virtual Consults.

Use at Your Own Risk

The Apps, Content, Services and Virtual Consults are provided on an "as-is" basis. NEITHER WE, PreMed PRACTITIONERS, MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS TOU FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE, OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. WE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Specifically, and without limiting the foregoing, We, PreMed Practitioners, Medical Experts, our licensors, and our suppliers, make no representations or warranties about: (i) the accuracy, reliability, completeness, currency, or timeliness of the Content provided on or through the use of PreMed Apps, Content, Services or Virtual Consults, whether by PreMed or any other party; or (ii) the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with PreMed. Any location data accessed via the Apps may be inaccurate or incomplete and any use of such data is at your own risk.

Specific Limitation of Liability Regarding Expert Content on PreMed.

Content or Submissions on the Apps or Services or created, modified, submitted or validated by Medical Experts or other healthcare experts (collectively, "Expert Content") are subject to the following additional terms and conditions. (When we use the term Content or Submission elsewhere in this TOU, those terms include Expert Content.) The author or third party posting such content ("Poster") is solely responsible for the Expert Content. While we hope that you will find the Expert Content informative and educational, neither we nor the Poster make any representations or warranties with respect to any information offered or provided within or through the Expert Content regarding treatment of medical conditions, actions, or application of medication, or otherwise. Under no circumstances, as a result of your use of the Expert Content or the Apps and Services, will PreMed, the Expert Content Poster or such Poster's employer or sponsor be liable to you or to any other person for any damages or harm-including any direct, indirect, special, incidental, exemplary, consequential or other damages

under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, PreMed, the Poster, and such Poster's employer and/or sponsor, shall have absolutely no liability in connection with PreMed Apps or Services or for: (a) any loss or injury caused, in whole or in part, by the Poster's actions, omissions, or negligence, in procuring, compiling, or delivering information within or through Expert Content; (b) any errors, omissions, or inaccuracies in such information regardless of how caused, or delays or interruptions in delivery of such information; or (c) any decision made or action taken or not taken in reliance upon such information. This means you should not rely on the Expert Content or make medical or other important decisions based on it, and it also means that PreMed and the Posters are not responsible for what you do or don't do with the Expert Content or the Content. For medical advice, treatment, or diagnosis, see your personal doctor or healthcare provider. You agree to indemnify and hold PreMed, the Poster, and the Poster's employer and/or sponsor, harmless from any claim or demand, including attorneys' fees, made by any third party as a result of (1) any Expert Content, Content or other content posted or made available by you, including that made available via Expert Content, (2) any violation of any law that occurs due to your use of Expert Content or the Apps or Services and/or (3) anything you do using Expert Content, the Apps or Services and/or the information contained in any of the foregoing.

NEITHER WE, THE PreMed PRACTITIONERS, MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS TOU FOR MORE THAN ONE HUNDRED DOLLARS (\$100).

PreMed PreMed Practitioners, Medical Experts, PreMed licensors, PreMed suppliers, and any third parties mentioned on PreMed Apps or Services are not liable for any personal injury, including death, attributable to or caused by your use or misuse of PreMed Apps, Content (including member or user supplied Content, or Medical Expert supplied Content), Services or Virtual Consults. Any claims arising in connection with your use of PreMed Apps, Content, Services or Virtual Consults must be brought within one (1) year of the first date of the event giving rise to such action. Remedies under this TOU are exclusive and are limited to those expressly provided for in this TOU. The limitations of liability in this section do not apply to breaches of intellectual property provisions, or any of your obligations herein, by you, or your indemnification obligations relating hereunder.

Remedies

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT OR MATERIALS ON OUR APPS, OR ANY SERVICES OR VIRTUAL CONSULTS, OR ANY INFORMATION AVAILABLE THROUGH THE APPS, CONTENT, SERVICES OR VIRTUAL CONSULTS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING OUR APPS, CONTENT, SERVICES AND VIRTUAL CONSULTS. THIS

LIMITATION APPLIES EVEN IF YOUR REMEDIES UNDER THIS TOU FAIL OF THEIR ESSENTIAL PURPOSE.

Licensed Content

Certain Content may be licensed from third-parties.

The licenses for some of this Content may contain additional terms. When such Content licenses contain additional terms, we will make these terms available to you on those pages or in the Terms of Use.

General Legal Terms

General Terms

This TOU is the entire agreement between you and us relating to PreMed Apps, Content, Services and Virtual Consults. This TOU replaces any prior agreements unless such prior or subsequent agreement explicitly provides otherwise and specifically references this TOU. If there is any conflict between this TOU and a mutually signed written agreement between you and us related to PreMed Apps, Content, Services or Virtual Consults, the signed written agreement will control.

We reserve the right to modify or discontinue our Apps, Content, Services and Virtual Consults (including but not limited to PreMed Apps and Services and Virtual Consults) with or without notice to you, and you agree that we are not liable to you or any third party should we modify or discontinue any services, and that your only recourse is to cease using the Apps, Content, Services and Virtual Consults. Continued use of Apps, Content, Services or Virtual Consults following any such changes will indicate your acknowledgement of such changes and satisfaction with the Apps, Content, Services and Virtual Consults as modified.

Other parties may have rights under this TOU. A "third party beneficiary" is another party (for example, a company) who is not directly mentioned in an agreement, but who may have some rights arising out of an agreement. Our licensors may be third party beneficiaries to this TOU pursuant to our agreements with them. To the extent our licensors are third party beneficiaries to this TOU, the rights and protections provided to us under this TOU are in their benefit.

If we provide you with a translation of the English language version of this TOU, the English language version of this TOU will control if there is any conflict.

If we choose not to enforce any provision of this TOU, we retain the right to enforce it in the future. This means that the failure to enforce any provision of this TOU does not constitute a waiver of that provision. If any provision in this TOU is found to be unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

This TOU is governed by the laws of the province of Quebec. Nothing in this TOU limits either party's ability to seek equitable relief.

PreMed Guidelines: Members

PreMed Member Submissions Terms and Policies

The Basics

On PreMed Apps only informational questions submitted for educational purposes are allowed. No personal health questions are permitted - questions may describe a general situation, illustration, illness or symptoms but please do not provide facts that give questions the impression of being unique to a single patient.

No requests for prescription, diagnosis or treatment should be made on PreMed (for medical care, please use PreMed Prime and Concierge, as appropriate and available). Any second opinions received on PreMed are not diagnosis, prescription, or treatment, and are for informational purposes only. The content of any response is at the sole discretion of the Medical Expert answering the question.

There is no guarantee that any submitted question will be answered; questions are answered at the sole discretion of participating Medical Experts. No follow up questions or personal information should be included in Thanks notes or other posts on or through PreMed.

IN CONSIDERATION FOR PERMISSION TO USE PreMed YOU AGREE TO ABIDE BY ALL APPLICABLE TERMS OF USE WHEN POSTING AND NOT TO DO ANY OF THE FOLLOWING, WHICH CAN RESULT IN YOUR IMMEDIATE ACCOUNT CANCELLATION:

- Excluding PreMed Premium Services, No Individual or Specific Patient Questions. Do not post any facts that give the impression that a question is uniquely patient-specific, or are about a specific person, including yourself.
- Only Adults May Post. Minors may not create their own profiles on PreMed and PreMed does not permit the posting of questions by persons under 13 years of age. Caregivers may post educational questions related to authorized care recipients (such as the mother posting questions about an infant).
- No Posting of Personally Identifiable Information. Do not post name(s), email address(es), or telephone number(s), URLs, or any other confidential or Personally Identifiable Information for you or any other person or entity on PreMed.
- No Posting for Illegal Purposes. Do not use PreMed for any purpose in violation of local, state, federal, or international laws.
- No Infringing or Impersonating Postings. Do not post material that infringes on the copyrights or other intellectual property rights of others or on the privacy or publicity rights of others; do not post impersonating another person or entity.
- No Inappropriate Postings. Do not post material that is unlawful, misleading, obscene, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by us in our sole discretion.

- No Excessive or Inappropriate use. Do not use the Apps excessively or inappropriately or in ways that the Apps were not designed for or that are not, in the opinion of PreMed doctors, medically appropriate or legitimate.
- No Promotions or Links. Do not post advertisements or solicitations or links to other websites or individuals.
- No Spam or Schemes. Do not post the same question more than once or "spam" PreMed; no posting of chain letters or pyramid or other schemes.
- No Detrimental Behavior. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying PreMed, or which, in the judgment of PreMed, exposes us or any of our members, partners or suppliers to any liability or detriment of any type.
- No Data Mining. Do not use any robot, spider, other automatic device process or means, or similar data gathering, data mining, or extraction methods to access the Apps or Services for any purpose including monitoring or copying any of the material on the Apps or Services;
- No Monitoring or Copying. Do not use any manual or digital process to monitor or copy any of the material on the Apps or Services or for any other unauthorized purpose without the prior written consent of PreMed;
- No Misrepresentation. Do not use the Apps or Services to fraudulently misrepresent yourself, impersonate another person, engage in false advertising; to defraud or defame any person, or to engage or otherwise participate in any ponzi scheme, pyramid scheme, chain letter, unsolicited bulk or commercial emails, or to collect any personal or personally identifiable information from any user of the Apps or Services with that person's knowledge or consent;
- No Interference. Do not create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise the Apps, Services, Content or Submissions; or remove any copyright, trademark, or other proprietary rights notice from the Apps, Content or Services; or attempt to defeat any security measures that we take to protect the Apps, Content or Services.
- No Use Non-compliant with TOU. Use the Apps, Content or Services other than for their intended purpose, or in any manner not expressly permitted in this TOU.

Such unauthorized use is a material breach of this TOU, and may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

Rules for Submitting Questions or Posting Content on PreMed

You Agree to Our Terms and Conditions and Rules

By using (including by accessing or attempting to access) PreMed Apps or Services you agree that we have the right (but are not obligated) to: investigate an allegation that a communication, Submission or Content does not conform to this TOU and determine in our sole discretion to remove or request the removal of the communication, Submission or Content; remove Submission or Content (including member-submitted questions) that we determine, in our sole discretion, to be abusive, illegal, or disruptive, or that otherwise fails to conform to this TOU; terminate a member's access to PreMed Apps or Services upon any breach of any of this TOU; terminate a member's access to PreMed Apps or Services if the member's registration information and/or email address is no longer valid; and remove any communication in PreMed Apps and Services; regardless of whether such communication violates these standards. We reserve the right to take any other action we deem necessary to protect the personal safety of our members, visitors, and the public.

Only Submit what You have a Right to Submit

If you make any such submission you agree that you will not send or transmit to PreMed any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to PreMed by email or otherwise, you agree such submission is non-confidential for all purposes. You agree to only post or upload Media (like photos) that you have taken yourself or that you have all rights to post or transmit and license, and which do not violate copyright, trademark, privacy or any other rights of any other person. By uploading any media on PreMed, you are representing and warranting to us that you have permission from all persons appearing in your media for you to use the media in this way, and to grant the rights described in these Terms of Use. Never post a picture with someone else unless you have their explicit permission.

Be a Responsible and Sensitive Community Member

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit, medically inappropriate, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these TOU our [Privacy Statement](#) or any other PreMed policy.

Don't Upload any Viruses or Software

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

You Grant Us a Right when You Upload or Submit Media or Content

We need to have the right to display the content and media you upload to us. By uploading any media, like a photo, (a) you grant to us a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; and (b)

you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes PreMed to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify PreMed and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these terms. You Understand that We may Review and Reject any Submission

We reserve the right to review all media or any other submission prior to or after submission to the site and to remove any media or any submission for any reason, at any time, without prior notice, at our sole discretion.

PreMed Guidelines: Medical Experts

PreMed Expert Submissions Terms and Policies

Expert Submissions

Please note: The following guidelines apply to PreMed Services, where there is no provision of care and the practice of medicine is not permitted. Different guidelines apply to PreMed Virtual Consults, where you can engage in virtual video / audio / text consultations with patients within the context of a doctor-patient relationship.

If you are a Medical Expert, by submitting Content to PreMed you agree to abide by these guidelines and terms. A few things you should know:

- You are only allowed to provide informational answers for educational purposes
- No personal, individualized health answers are permitted
- You have no obligation to answer any submitted question
- You should make expert submissions only when you reasonably believe that they are likely to be useful and helpful to PreMed members
- You should agree with expert submissions only when you have fully reviewed and actually agree with the content, and do not agree with your own Submissions
- If you participate in the PreMed University Program you must: edit student and assistant answers before verifying them if you believe that you can improve the educational and informational quality of the answers, and verify student and assistant answers only when you reasonably believe that they are likely to be useful and helpful to PreMed members and when they meet the same standards you would apply to your own answers

IN CONSIDERATION OF PERMISSION TO USE THE PUBLIC AREAS OF THE APPS YOU AGREE TO ABIDE BY ALL OTHER TERMS OF USE WHEN POSTING AND NOT TO DO ANY OF THE FOLLOWING, WHICH CAN RESULT IN YOUR IMMEDIATE SUSPENSION OR TERMINATION AS A MEDICAL EXPERT:

Avoid Practicing Medicine

PreMed Medical Expert answers should be relevant content that is educational and informational. Answers can provide general guidance, context, and illustration. You are

welcome to refer to general medical conditions, symptoms and treatments, but members are explicitly prohibited to diagnose any individual member or prescribe any specific treatment in your answers. Individualized or diagnostic answers are not allowed and prescribing medications is not allowed. Answers should not provide specific treatment recommendations or give the impression that they are a substitute for a real-life consultation with a doctor. **YOU ARE NOT PERMITTED TO PRACTICE MEDICINE ON OR THROUGH PreMed APPS, CONTENT OR SERVICES, EVEN IF YOU ARE INTERACTING WITH AN ACTUAL PATIENT OF YOURS. ALL MEDICAL DIAGNOSIS, TREATMENT, PRESCRIPTION AND ACTUAL CARE MUST OCCUR ON PreMed VIRTUAL CONSULTS OR OUTSIDE OF PreMed, REGARDLESS OF ANY EXISTING RELATIONSHIP BETWEEN THE PARTIES.**

Avoid Revealing Private Information

Feel free to interact professionally with our members and create long-lasting relationships with those in your community. However, help us keep the personal information of our members confidential. Please do not refer to members in or on Submissions or Content in public areas of the Apps by their real names, even if this information has been disclosed to you.

Avoid Offending Others

Responses should always be appropriate. Brief, casual, and friendly responses are the most useful. Help PreMed remain a trusted resource, by avoiding potentially offensive content whenever possible.

Avoid Communications that Suggest a Physician-Patient Relationship

Share your professional clinical expertise through answers that are evidence-based and consistent with accepted standards in the medical community. PreMed Apps and Services are for general questions. Refrain from using language that suggests an answer is provided for a single member. Unless you are in a private conversation with a user on PreMed Apps or Services, refrain from answering questions that solicit your individual opinion as a single Medical Expert. Avoid answering questions or providing answers that suggest a duty of care and a physician-patient relationship.

Avoid Commercial Responses

You are allowed to link to external websites that are both appropriate and related to your responses, but answers on PreMed Apps and Services should be complete and should not be used for primarily promotional purposes. Please do not plagiarize and cite sources where applicable. Using answers as a vehicle to promote a product or service is prohibited and is also contrary to your professional regulatory obligations. Providing members with useful and beneficial information and attracting new patients through useful Submissions or Content is permitted, but mere shilling is not.

Avoid Advertising or Specifically Soliciting Patients

Patients on PreMed Apps and Services can find your professional contact information through your virtual practice, and can contact you for an appointment. However, please

avoid violating professional regulatory rules regarding advertising and patient solicitation. All advertising is explicitly prohibited and may result in deactivation of your personal, or professional PreMed account, without refund.

Avoid Disclosing Confidential Material

Be careful not to discuss privileged or confidential details of past or current patients, or accidentally reveal confidential information in an indirect way - such as by discussing hypothetical illustrations that could be traced back to specific patients.

Avoid Violating Professional Practice Rules

Avoid and refrain from other actions that violate professional practice laws, regulations, practice standards, codes of ethics and other professional obligations that apply to you.

Rules Governing Other Submissions

All other information, including suggestions, feedback, ideas, concepts and any other materials you disclose or offer in connection with PreMed Apps or Services, or any Submission or Content (the "Feedback"), is governed by the general member submission terms of this Agreement. This means that these Submissions are made without any restrictions and without any expectation of confidentiality or compensation. You agree not to assert any intellectual property right or moral right of any kind with respect to any such Submissions. You further assign all rights in such Feedback to us and waive all moral rights therein. You agree to our standard terms governing media Submissions and the [Expert Submission Terms and Policies](#), except for the prohibition against uploading a facial portrait image of yourself for your profile picture. You agree to your likeness, photograph, name, biographical information and any and all other information appearing therewith to be provided through the Apps and otherwise utilized by PreMed.

Additional Terms: Virtual Consults

The following terms apply to your use of PreMed Apps and Services for Virtual Consults performed by video, audio (voice) or text chat, or by asynchronous text inbox consults (collectively, "Virtual Consults"). By using Virtual Consults, you represent that you understand and agree to all of the following:

Understandings, Agreements, and Representations

Virtual Consult Service Agreement

- You are entering into an agreement with PreMed for professional health care services to be provided by PreMed Practitioners.
- You are entering into a practitioner - patient relationship with the PreMed Practitioner who personally performs the Virtual Consult for you.
- You agree to use your legal name and real personal health information in Virtual Consults.
- You agree to use only one PreMed account for maintaining your health records and for all Virtual Consults.

- You represent and warrant to PreMed that you have your own family doctor or other primary care provider.
- You understand and agree that a PreMed Practitioner can only provide minor non-emergency primary-care medical services with respect to Virtual Consults.
- You understand that you should never delay seeking advice from your family doctor or other primary care provider due to information provided by a PreMed Practitioner through a Virtual Consult. You agree to seek emergency help when needed, and continue to consult with your family doctor or primary care provider as recommended by a PreMed Practitioner and/or by your family doctor or primary care provider.
- You agree that in performing a Virtual Consult, a PreMed Practitioner may not prescribe for you, the following drugs:
 - Prescriptions for narcotics, controlled drugs and substances
 - Prescriptions for medications that are restricted or not approved for use in that jurisdiction
 - Prescriptions for medications for psychiatric illnesses
 - Prescriptions for lifestyle medications such as erectile dysfunction or diet drugs
- PreMed does not practice medicine and does not participate in or interfere with the practice of medicine by PreMed Practitioners. PreMed Practitioners are independent contractors; each of whom is responsible for his or her health care services, professional activity and compliance with the requirements applicable to his or her profession and license.
- You understand that if your medical condition warrants emergency help, the PreMed Practitioner will direct you to the nearest local hospital emergency department or emergency room or direct you to call an ambulance.
- You understand that Virtual Consults offered by PreMed are not covered by provincial health insurance plans. PreMed does not charge for insured services that are covered by provincial health insurance plans. You understand that physician services may be insured by provincial health insurance plans when provided in another setting, such as a physician's office, hospital or clinic setting.
- You agree to refrain from excessive or inappropriate use of Virtual Consults, including but not limited to multiple consults for the same issue without a valid medical reason, initiating a subsequent Virtual Consult before you have received the Summary Notes from the PreMed Practitioner of the prior Virtual Consult, attempts to obtain prescriptions unavailable through PreMed or any other behavior deemed by PreMed or a PreMed Practitioner to be excessive or inappropriate.
- You agree to refrain from contacting or seeking to contact a PreMed Practitioner for virtual care outside of the platform (such as by phone, email, or other

messaging system). This protects both patients and Practitioners and ensures that clinical care is delivered in a reliable, continuous, and controlled platform. PreMed is not responsible for any interactions with PreMed Practitioners not conducted on the PreMed platform.

Personal Health Information

- In order to provide Virtual Consults, PreMed collects personal health information about you, and creates a health record within a secure database, which is managed and hosted by PreMed. Your personal health information is stored in the US and may be subject to US privacy laws. All reasonable measures have been taken to safeguard your personal health information, but no computer or phone system is completely secure. PreMed protects your privacy in accordance with its Privacy Statement and Virtual Consult Consent.
- You understand and agree that Virtual Consults may involve the communication of your personal health information, both orally and visually, to PreMed Practitioners located in other parts of the province or outside of the province in which you are located at the time of a Virtual Consult and afterward.
- You agree to and accept the [Virtual Consult Consent](#).

Consult Quality

- Virtual Consults are primary care consults, not specialist consults, and are not intended to address medical concerns typically addressed by medical specialists.
- You agree that PreMed Practitioners performing Virtual Consults may prescribe permitted medications in such Virtual Consults when in the PreMed Practitioner's sole judgement it is medically appropriate to do so. You agree that you are not guaranteed any prescription in a Virtual Consult. The determination that a medical concern warrants a prescription is always made at the discretion of the PreMed Practitioner in the context of the Virtual Consult. You understand that it is your obligation to provide up-to-date personal health information, including information about your medication history when seeking a Virtual Consult.
- You understand and agree that PreMed and PreMed Practitioners are not responsible for disconnections or connection quality issues you may experience during Virtual Consults as a result of your mobile device's or computer's internet connectivity. PreMed may not refund you for Virtual Consults in which your experience is impacted by issues resulting from your device's or computer's internet connectivity.
- You agree to refrain from abusive language or engaging in inappropriate behavior with the PreMed Practitioner during a Virtual Consult and agree that the PreMed Practitioner may terminate a consult at any time should

inappropriate behavior or language be used or if in the PreMed Practitioner's sole judgment the consult is no longer appropriate or productive.

- PreMed is not responsible for any costs associated with treatment prescribed through a Virtual Consult, for example, prescription drugs or devices, or any related referrals.
- PreMed offers primary-care consults from specific physicians on Virtual Consults. Virtual Consults for specialist care are not available. Virtual Consults are available under an "on call" model where you will be connected with the first-available PreMed Practitioner.

Refunds

- PreMed agrees to consider refunding you the cost of your Virtual Consult performed by video, voice, or text chat in the event that you are dissatisfied with the manner in which the consultation was conducted. All refund requests require you to submit a documented explanation supporting your request for a refund, and all such requests are subject to review for approval (satisfaction guarantee does not apply to asynchronous inbox consults.) This guarantee is subject to your submission to PreMed of documentation supporting your request for a refund. All determinations of your eligibility for a refund are made solely by PreMed and are final once PreMed reaches its decision.
- You are ineligible for a refund of subscription or one-time consult fees if it is determined at PreMed's discretion that you, at any time, have violated PreMed's conduct guidelines within a Virtual or in-person Consult (including but not limited to: inappropriate language or behavior), or if service of practitioners are deemed sufficient for your particular request and medical needs.
- You are responsible for monitoring your financial accounts and statements, and PreMed is not responsible for any charges actually or allegedly not authorized by any account holder. In the event that PreMed agrees to provide you with a refund for any reason (including but not limited to claims of unauthorized charges), the maximum refund to which you will be entitled is sixty (60) days from the time of purchase. Unsubscribing from messages from PreMed and/or uninstalling the PreMed App do not automatically cancel any subscriptions you have on PreMed, nor do these actions cancel your obligation to pay for any such subscriptions still active on PreMed.

Your Rights

You understand that you have all the following rights with respect to Virtual Consults:

- Free Choice. I have the right to withhold or withdraw my consent to Virtual Consults at any time without affecting my right to future care or treatment.
- Access to Information. I have the right to request access to my records of personal health information relating to a Virtual Consult, including, without limitation, the name of the PreMed Practitioner, and to receive copies of my

records for a reasonable fee. I may also request correction to my records of personal health information if I believe that the information is erroneous or incomplete.

- Confidentiality. I understand that the laws that protect the confidentiality of personal health information apply to Virtual Consults, and that no personal health information or images from such interaction which identify me will be disclosed to other entities without my consent.
- Risks. I understand that there are risks from Virtual Consults and that Virtual Consults may not be appropriate in all circumstances. I understand that any treatment or diagnosis made by a PreMed Practitioner is based on undertaking a complete assessment, including medical history and physical examination and a Virtual Consult may be less precise than an in-person assessment. Other risks include the following: 1) loss of records from failure of electronic equipment, 2) power or other technical failures with loss of communication, and 3) unauthorized use or disclosure of electronic records by outsiders (hackers) or other security or privacy breaches. Finally, I understand that it is impossible to list every possible risk, that my condition may not be cured or improved, and may in fact get worse. I understand that the PreMed Practitioner is responsible for explaining any risks that may be associated with a particular treatment.
- Benefits. I understand that I can expect the following benefits from Virtual Consults, but that no results can be guaranteed or assured: (i) reduced visit time, (ii) rapid innovation of treatments, and (iii) focused information. I understand that the PreMed Practitioner is responsible for explaining any benefits that may be associated with a particular treatment.
- Follow-up. In the event that the diagnosis and treatment by the PreMed Practitioner does not resolve the health issue for which you sought a Virtual Consult, you agree to consult with your family doctor or primary health care provider for follow-up treatment; and/or seek treatment, if necessary at a local hospital emergency department.
- Consequences. I understand that, by having my consent to live Virtual Consults performed by video or telephone or asynchronous inbox consults, the PreMed Practitioner may communicate personal health information about me outside the province/jurisdiction.
- Quality Assurance. I understand that records related to Virtual Consults may be reviewed under a PreMed quality assurance program.

Your Obligations

- Privacy Statement. You agree to PreMed's [Privacy Statement](#), the terms of which are incorporated herein by reference.
- True and Accurate Information You agree that that all information you provide as part of a Virtual Consult relates to you or to a person for whom you are

authorized to act and is currently, complete, and accurate. Additionally, you agree to update and maintain such information as is necessary to provide Virtual Consults to you.

- Payment 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. You authorize PreMed to immediately invoice your credit card or other payment account provided for all fees and charges due and payable and agree that no additional notice or consent is required. PreMed's fees are net of any applicable sales tax and if any services or payments for any goods or services are subject to sales tax in any jurisdiction. You will be responsible for payment of such sales tax and any related penalties or interest and will indemnify PreMed for any liability or expense incurred in connection with such sales taxes (including any use tax and any other tax measured by sales proceeds that PreMed is permitted to pass to you) and PreMed may automatically charge and withhold such taxes for services to be delivered within any jurisdictions that it deems is required. Unless otherwise agreed to by PreMed in writing, all fees paid are non-refundable. PreMed reserves the right, without notice, to modify, change, terminate, or suspend service for a subscription plan you are on if, for any reason, payment for such plan is not made or cannot be processed on the due date. This right to modify a subscription plan includes, but is not limited to, the right to change a subscription plan type (for example, from a fixed fee plan without consult co-pays to a lower priced fixed-fee plan with consult co-pays). You may adjust your subscription settings at any time (where applicable, by paying any amounts due).
- Emergency Help You will agree to seek emergency help when needed or as recommended by PreMed Practitioners and you agree to consult with your family doctor or primary care provider as recommended by your family doctor, primary care provider or PreMed Practitioner.

Additional Terms that Apply to Medical Experts on PreMed

THESE ADDITIONAL TERMS APPLY TO PreMed MEDICAL EXPERTS ("ADDITIONAL EXPERT TERMS") WHEN USING PreMed APPS, CONTENT AND/OR SERVICES AS A PreMed MEDICAL EXPERT. IF YOU ARE A PreMed MEDICAL EXPERT YOU AGREE TO ABIDE BY ALL PreMed TERMS OF USE (INCLUDING THIS TOU AND ALL OTHER TERMS APPLICABLE TO MEDICAL EXPERTS), AND THAT WHERE A TERM APPLICABLE SPECIFICALLY TO AN EXPERT CONTRADICTS A TERM APPLICABLE TO A MEMBER, THE TERM APPLICABLE SPECIFICALLY TO A MEDICAL EXPERT SHALL PREVAIL. THESE ADDITIONAL EXPERT TERMS APPLY TO YOUR USE OF PreMed AS A PreMed MEDICAL EXPERT, YOU HEREBY AGREE TO THESE PreMed TERMS AS WELL AS ALL TERMS APPLICABLE TO MEMBERS.

Medical Experts: Information

As a PreMed Medical Expert, you are required to register with and use your real name, professional contact information, and (if you choose to upload a picture) a real image of you in your public profile. You consent to PreMed's use on or in connection with the Apps of your name, likeness, photograph, biographical information and other personal information provided by you to PreMed or publicly available about you.

Medical Experts: Doctors in Good Standing

Licensed doctors may apply to be and participate as Medical Experts on PreMed Apps and Services. Doctors whose licenses are or become suspended or revoked, for any reason, are not permitted and agree not to participate in any way, including but not limited to submitting Submissions or Content to PreMed, as a Medical Expert on PreMed Apps, Services or Virtual Consults. PreMed may expand the network to include other licensed medical experts.

Medical Experts: You Can Control Your Expert Submissions

You retain the right to edit and delete your own Expert Submissions that appear in your Public Profile at any time. You also retain the right to use and create derivative works from your own Expert Submissions elsewhere (such as on your own practice website, blog, or in your own social media posts).

Medical Experts: Permission to Post and Use Expert Submissions

When a PreMed Medical Expert submissions related to any PreMed feature or function and made for publication on PreMed (such as an answer to a question or other Expert Content) (an "Expert Submission"), you grant PreMed an unrestricted, non-exclusive, perpetual license right, without limitation, to use, reproduce, extract data from or add data to, publish and post any such Expert Submissions, including in connection with or on PreMed Apps, Services or Virtual Consults, including in connection with your name. This means that when you make an Expert Submission to us, you are giving us rights to this content, including the right to post it on PreMed Apps, Services and Virtual Consults and use it in connection with PreMed. You also give us the right to give or transfer all rights granted herein to others. While Expert Submissions generally are posted to PreMed Apps, we do not have an obligation to post any particular Expert Submission on PreMed Apps and reserve the right, at our sole discretion and for any reason whatsoever (including but not limited to an Expert Submission being reported to us), to not post and/or to remove any Expert Submissions at any time.

Medical Experts: Rules when Submitting Expert Content

So that everyone can enjoy PreMed Apps, Services and Virtual Consults, we have rules for public Expert Submissions. By submitting content to PreMed you agree to follow our rules for Expert Submissions to PreMed.

Medical Experts: Conflicts Disclosure Policy

Disclosure of Relationships with Industry

You agree to comply with this Conflicts Disclosure Policy ("CDP") when using PreMed Apps, Services or Virtual Consults, or making Expert Submissions. This CDP governs

the disclosure of financial interests by PreMed Medical Experts. Conflicts of interest can be financial and/or personal. As used in this policy, "Industry" means any company, entity, or third party that produces, manufactures, or distributes a pharmaceutical, medical device, implant, or other medical care-related product or service.

All Medical Experts with a material financial relationship with Industry must disclose such a relationship in any answer or other similar Expert Submission or Content submitted to PreMed when such Expert Submission or Content mentions any product or service in which such an interest exists, with the following or similar language: "The author or poster of this content has a financial interest in a product or service mentioned herein."

No Posting Public Content for Pay

Medical Experts may not post public Expert Submissions or Content on PreMed in exchange for compensation of any kind, including but not limited to as a paid consultant to any entity (including any company or organization) or individual. Medical Experts should ensure that any conflict or potential conflict of interest does not affect or appear to affect his or her contributions of Expert Submissions or Content to the PreMed Apps or Services. Medical Experts approved for PreMed Virtual Consults may receive compensation for services rendered through PreMed Virtual Consults.

No Posting of Content Written by Interested Parties

Medical Experts may not publish Expert Submissions or Content under their own names that is written in whole or material part by (a) parties with a financial interest in any product or service mentioned in the Expert Submissions or Content, or (b) employees of Industry. Accepting compensation for posting Expert Submissions or Content to public areas and/or posting ghostwriting by interested parties on PreMed Apps, Services or Virtual Consults is prohibited.

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PreMed Practitioners may be proficient in English, Spanish or both. You understand and agree that Virtual Consults with PreMed Practitioners may not be available in other languages, and you agree not to conduct a consultation with a PreMed Practitioner in a

language in which you are not proficient without the use of a professional translator. If you are connected to a PreMed Practitioner who speaks your language, you understand that the PreMed Practitioner may not be a native speaker and that the PreMed Practitioner's ability to communicate may be limited. If you choose to use a translator in connection with a Virtual Consult, you understand that PreMed is not liable for any errors or omissions in translation.