

TERMS OF USE FOR VICLINIC INC.

Last updated May 2023

IF THIS IS A MEDICAL EMERGENCY OR CRISIS SITUATION, DIAL 911 IMMEDIATELY FOR ASSISTANCE.

The following terms and conditions govern use of all content, services, and products (the "Service") provided by Viclinic Inc. ("Viclinic") and available on the Viclinic site (the "Site"). The Service is owned and operated by Viclinic. The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published from time to time on the Site (collectively, the "Agreement").

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates, and all users who access the Service through your account to this Agreement, in which case the terms "you" or "your" shall refer to such entity, its affiliates, and users associated with it. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OUR SITE OR USING THE SERVICE. BY ACCESSING OR USING ANY PART OF THE SITE, YOU AGREE TO BECOME BOUND BY THIS AGREEMENT. THESE TERMS INCLUDE A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER.

If you do not agree to all the terms and conditions of this Agreement, then you may not access the Service. If these terms and conditions are considered an offer by Viclinic, acceptance is expressly limited to these terms.

VICLINIC IS A VENUE AND IS NOT A PARTY TO ANY SERVICES AGREEMENT OR OTHER TRANSACTION BETWEEN USERS OF THE SITE.

Viclinic does not provide health care services and is not an insurance provider nor are we a prescription fulfillment warehouse. Viclinic's role is to facilitate your access to telemedicine and expert medical services. Viclinic is independent from Healthcare Providers who will be providing such telemedicine services ("Provider Services") to you through the Platform and is not responsible for such Healthcare Providers' acts, omissions or for any content of the communications made by them. Viclinic does not engage in the practice of medicine or provide any other health services.

The Service is not a replacement for your primary care physician or annual office check-ups, nor is it a replacement for other treating providers.

Viclinic acts as a venue for users of the Site as members ("Member(s)") and Healthcare Providers ("Healthcare Provider(s)") (Members and Healthcare Providers each a "User" and together, "Users") to view and post services on the Site. Viclinic is not a party to any actual agreement or transaction between Healthcare Providers and Members even though we may from time to time provide tools that relate to scheduling session, such as a tool to enable a Member to enter into a transaction to book a specific session from a Healthcare Provider and payment services to facilitate the booking. As a result, Viclinic has no control over the accuracy or correctness of the content or information provided or used by such Healthcare Provider and Members. Any part of an actual or potential transaction between a Healthcare Provider and a Member, including the condition, quality, safety of the services advertised, the truth or accuracy of the service (including the content thereof or any review related

thereto), the ability of Healthcare Provider to provide services, or the ability of Members to pay for services are solely the responsibility of each User.

Separate Agreements. Users acknowledge and agree that you will be required to enter into a separate agreement and/or waiver, directly between the Healthcare Provider and Member, prior to purchasing a Provider Services and such agreement and/or waiver may place additional restrictions on your booking of Provider Services. Any separate agreements and/or waivers relating to the Provider Services are under the sole control of any Healthcare Provider or provider and Member.

Your Representations and Warranties

By registering on the Sites, you represent and warrant the following: (i) you are at least eighteen (18) years of age, (ii) you have the legal ability and authority to enter into these Terms with Viclinic, (iii) the information you have provided to Viclinic in your registration is accurate and complete, (iv) you will comply with any and all laws applicable to your use of the Sites, (v) you will not interfere with a third party's use and enjoyment of the Sites, (vi) you will not interfere with or disrupt Viclinic's or its vendors' security measures, (vii) if any information you provide to Viclinic becomes inaccurate, incomplete or otherwise false or misleading, you will immediately notify Viclinic, (viii) you acknowledge that any fees paid by you or by any other persons on your behalf are not provided in exchange for any undertaking by Viclinic or its representatives that such healthcare services will be made available to you, and (ix) you are accessing the Sites for yourself or a child under the age of eighteen for whom you are the legal guardian.

Healthcare Provider Terms

Healthcare Provider Responsibilities

As Healthcare Provider you accept responsibility for patients as well as yourself in the use of this Service. You are also responsible for the quality of the Provider Services you provide during your use of the Service and for complying with all applicable laws in connection with your use of the Service. For example, you are responsible for obtaining any and all Federal, State and local licenses and certifications which may be required to practice your profession when using this Service and maintaining malpractice and liability insurance in compliance with regulatory and local requirements.

You are also responsible for obtaining patient consent if required by law and complying with any and all privacy laws applicable to the use of this Service with your patients, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Viclinic has established reasonable safeguards and procedures to protect the security of patient information, but you must also take steps to protect your privacy and confidentiality that of your patients.

Account Registration

To register for an account with Viclinic, Healthcare Providers are *required* to provide certain Personal Information, and information about their practices, including: Provider's name, date of birth, gender, address, email, mobile and work phone; the Healthcare Provider's practice name, address, phone number and fax number; and a user id and password. We may also collect certain optional information, including: middle name or initial, bank account or other payment information and other contact details, picture and communication preferences.

Transaction Fee

We charge Healthcare Providers a transaction fee as indicated ("Transaction Fee") from the entire Service fee for facilitating the booking. We reserve the right to round up amounts to the nearest whole dollar (for example, \$202.60 will be rounded to \$203). We reserve the right to change

the Transaction Fee at any time. The Healthcare Provider will receive payment for their services every two weeks. Viclinic charges in US dollars unless otherwise specified. Viclinic reserves the right to adjust its transaction fees at any time.

Payment Terms

Viclinic will deposit payments for completed Services minus the Transaction Fee to your accounts on bi-weekly basis. You should be aware that Viclinic may use a third-party payment processor (the "Payment Processor") to link Viclinic to your credit card account. The processing of payments, as applicable, in connection with your use of the Viclinic Service will be subject to the terms, conditions, and privacy policies of the Payment Processor and your credit card issuer in addition to this Terms. Viclinic is not responsible for any errors by the Payment Processor or your credit card issuer.

General Account Terms

You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

You are responsible for maintaining the security of your account and password. Viclinic cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify Viclinic of any unauthorized uses of your account, or any other breaches of security. Viclinic will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

Content

If you make (or allow any third party to make) material available through the Site (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software.

By making Content available, you represent and warrant that:

- the downloading, copying, and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, trojan horses, or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;

- the Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other groups and web sites, and similar unsolicited promotional methods;
- the Content is not named in a manner that misleads your readers into thinking that you are another person or company; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses, and effects of the materials, whether requested to do so by Viclinic or otherwise.

Without limiting any of those representations or warranties, Viclinic has the right (though not the obligation) to, in Viclinic's sole discretion:

- refuse or remove any content that, in Viclinic's reasonable opinion, violates any Viclinic policy or is in any way harmful or objectionable, or
- terminate or deny access to and use of the Service to any individual or entity for any reason. Viclinic will have no obligation to provide a refund of any amounts previously paid.

As a user, you may deactivate your account at any time. Personally identifying information such as your name, username, and profile photo will no longer be associated with Content you have posted.

Minimum Age

The Services are intended solely for persons who are 18 or older. Any access to or use of the Services by anyone under 18 is expressly prohibited. By accessing or using the Services you represent and warrant that you are 18 or older.

Member Fees, Cancellation and Refund Policy

You agree to pay Viclinic the fees indicated for the Service. When payments begin, they will be charged on a pre-pay basis and will cover the use of the Service for the period as indicated. Fees are fully refundable if the Member cancels Services within 24 hours prior to Services scheduled. If the Medical Provider fails to provide Service. Members can request a refund or reschedule Service with different Medical Provider Viclinic reserves the right to refuse or grant a refund for the Services. Please contact Viclinic at support@viclinic.com for any refund inquiries.

Our authorized third-party Payment Processors will charge the payment method you specified at the time of purchase or as agreed to as part of the selected Service. You authorize us to charge all fees as described in these Terms of Use or on the Site for the Services you select to that payment method. If you pay any fees with a credit card, we may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. The processing of payments, as applicable, in connection with your use of the Viclinic Service will be subject to the terms, conditions, and privacy policies of the Payment Processor and your credit card issuer in addition to this Terms. Viclinic is not responsible for any errors by the Payment Processor or your credit card issuer.

Copyright Policy

Viclinic respects copyright law and expects its users to do the same. It is Viclinic's policy to terminate in appropriate circumstances users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Intellectual Property Ownership

The Services contain proprietary materials such as logos, text, software, photos, video, graphics, music and sound. Viclinic is the owner or licensee of all such proprietary material and all intellectual property rights therein, including without limitation, copyrights and trademarks. In using the Services, you agree not to upload, download, distribute, or reproduce in any way any such proprietary materials without obtaining Viclinic's prior consent.

Changes

We reserve the right to modify these terms at any time and modified terms are effective upon posting to the Site. We will make reasonable efforts to inform you of these changes via email or through the Service. Your continued use of or access to the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. Viclinic may also, in the future, offer new services and/or features including the release of new tools and resources. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Data

Users may request data related to their personal account and group(s) respectively. Viclinic has the right to refuse repetitive or technically difficult requests. For information about how we collect and share user information please refer to our Privacy Policy.

General Representation and Warranty

You represent and warrant that:

- your use of the Service will be in strict accordance with all Viclinic policies and procedures, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content), and
- your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.

Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". VICLINIC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS AND SUPPLIERS HEREBY

EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER VICLINIC NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS NOR SUPPLIERS WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT BREACHES OF SECURITY.

VICLINIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT:

- **THE INFORMATION PROVIDED ON SITE IS TRUE OR CORRECT,**
- **YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,**
- **YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,**
- **ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR**
- **THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.**

Limitation of Liability

IN NO EVENT WILL VICLINIC ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES BE LIABLE TO ANY PARTY FOR:

A. ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE, DAMAGES ARISING OUT OF THE USE, AVAILABILITY OR UNAVAILABILITY OF THE SERVICES (INCLUDING BUT NOT LIMITED TO THE UNAVAILABILITY OR CHANGE IN ADVERTISED SERVICES) OR ANY OTHER SERVICES OR GOODS OBTAINED THROUGH USE OF ANY OF THE FOREGOING, OR ANY DATA TRANSMITTED THROUGH THE SERVICE, EVEN IF VICLINIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

- a. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:**
- b. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;**
- c. ANY CHANGES WHICH VICLINIC MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);**
- d. YOUR FAILURE TO PROVIDE VICLINIC WITH ACCURATE ACCOUNT INFORMATION;**
- e. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.**

B. ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY OCCUR AS THE RESULT OF SERVICES.

C. NOTWITHSTANDING THE TERMS, IN NO EVENT SHALL VICLINIC BE HELD LIABLE, FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO VICLINIC UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION. VICLINIC SHALL HAVE NO LIABILITY FOR

ANY FAILURE OR DELAY DUE TO MATTERS BEYOND THEIR REASONABLE CONTROL. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Indemnification

IN THE EVENT OF A DISPUTE BETWEEN A HEALTHCARE PROVIDER AND A MEMBER, MEMBER AND PROVIDER, JOINTLY AND SEVERALLY, HEREBY AGREE TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS VICLINIC AND ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "VICLINIC PARTIES") FROM ANY CLAIMS BROUGHT AS A RESULT OF MEMBER AND/OR PROVIDER'S (1) BREACH OF THE TERMS, (2) VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY, AND (3) USE OF THIS SITE AND THE SERVICES.

Disputes Resolution

This Agreement constitutes the entire agreement between Viclinic and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized agent/employee of Viclinic, or by the posting by Viclinic of a revised version. Any and all disputes arising of this Agreement, termination, or our relationship with you shall be determined by applying laws of the State of Delaware.

If any part of this Agreement is held invalid or unenforceable, that part will be struck, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign your rights under this Agreement without written consent from Viclinic; Viclinic may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

ARBITRATION

Dispute resolution and arbitration

By using this Site, you agree that any and all disputes, claims or controversies that you may have against Viclinic arising out of or relating to or connected in any way to (i) your use of this Site (ii) any services obtained from or provided by Viclinic or (iii) this Agreement (including the interpretation and scope of this clause and the arbitrability of the dispute), shall be resolved exclusively by mandatory, binding arbitration initiated through and administered by the American Arbitration Association ("AAA"). You further agree that arbitration will be conducted by a single arbitrator pursuant to the applicable Rules and Procedures established by AAA, and that any arbitration proceeding, if necessary, will be held in Atlanta, Georgia or at such other location as may be mutually agreed upon by Viclinic and you. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitrator shall apply Delaware law consistent with the Federal Arbitration Act, and shall honor claims of privilege recognized at law. In order to initiate arbitration with the AAA, you may be responsible for paying a filing fee to the AAA, however, in the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Viclinic will reimburse as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. There will be no right or authority for any claims to be arbitrated on a class action or representative basis. **YOU UNDERSTAND AND AGREE THAT, BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AND VICLINIC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.** You are thus giving up your right to go to court to assert or defend your rights. Your rights will be determined by a neutral arbitrator, and not a judge or jury.

All claims you bring against Viclinic must be resolved in accordance with this arbitration provision. All claims filed or brought by you contrary to this provision will be considered improperly filed and void. Should you file a claim contrary to this arbitration provision, Viclinic will notify you in writing of the improperly filed claim, and you must promptly withdraw the claim. If you fail to promptly withdraw the claim after receiving written notice from Viclinic, Viclinic may recover its reasonable attorneys' fees and costs incurred to enforce this arbitration provision.

Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Viclinic's address for Notice is: support@viclinic.com.

The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Viclinic may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Viclinic shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Enforceability

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision was not contained herein.

Miscellaneous

General Compliance with Laws

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Services.

Headings

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Entire Agreement

This Agreement constitutes the entire agreement between Viclinic and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized agent/employee of Viclinic, or by the posting by Viclinic of a revised version.

Governing Law

The terms of this Agreement shall be construed in accordance with the substantive laws of the State of Delaware, United States of America, without giving effect to the principles of conflict or choice of law of such state. The original form of this Agreement has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or might require this Agreement to be written in any language other than English. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods.

Severability

If any part of this Agreement is held invalid or unenforceable, that part will be struck, and the remaining portions will remain in full force and effect.

Waiver

A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

Assignment

You may not assign your rights under this Agreement without written consent from Viclinic; Viclinic may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Termination

Viclinic may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your use of all or any portion of the Services if you breach the Terms, or at any time or for any reason, at the sole discretion of Viclinic.

No Relationship

No joint venture, partnership, employment, or agency relationship exist between you, Viclinic or any third party provider as a result of this Agreement or use of the Service.

Non-Endorsement

Viclinic does not recommend one Healthcare Provider over another and does not provide advice to users regarding which Healthcare Provider to select. All comments or reviews posted by Viclinic users, or Members on our Site do not represent the views of Viclinic in any way and are not endorsed by Viclinic absent a specific written statement to the contrary.

Force Majeure

Viclinic shall not be liable for any delay or failure to perform in connection with any Services, Service or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands or and orders of any government or agency, illness or incapacitation of Healthcare Provider, or any other cause which is beyond the control of Viclinic. Viclinic is hereby released by you from any claim or demand for any direct or consequential damages arising out of failure to perform as a result of a force majeure event whether or not herein enumerated or other event referenced above.

Contacting Viclinic

If you have any questions about these Terms of Service, please contact Viclinic at support@viclinic.com.