

Terms and Conditions of Use

This is a website (the Website”) provided by Doctor Globe, Inc. (“DoctorGlobe”). Use of any website under the doctorglobe.com domain (collectively, the “Services”) is governed by the terms and conditions of this Agreement. Although accessible by others, the Services (which include content) are intended for access and use only by U.S. customers. Please read these terms and conditions of use (the “Agreement”) carefully before accessing or using the Services. Throughout this Agreement, DoctorGlobe is referred to as “we” or “us.”

General Terms and Conditions

By accessing or using the Services, you agree to bound by this Agreement as posted and accessible through our Website at the time of your access or use and to use the Services in accordance with the terms and conditions of this Agreement, our Privacy Policy and any additional terms and conditions that are referenced herein or that otherwise may apply to specific features of the Services, or to products or services that we make available to you through the Services (all of which are deemed part of this Agreement). If you do not agree to the terms and conditions of use for the Services as set forth in this Agreement, you may not use the Services.

If we need to change the terms of this Agreement in the future, we will post the revised Terms and Conditions of Use through our Website and update the “Last Revised” date, below, to reflect the date of the changes. You agree to review these Terms and Conditions of Use each time you use the Services so that you are aware of any modifications made to this Agreement. By continuing to access or use the Services after we post such changes, you agree to the terms of this Agreement, as modified.

What Service does DoctorGlobe Provide?

DoctorGlobe maintains and hosts website services that provide health provider and healthcare quality information for individuals age thirteen and older, as well as offers information and a means to enable you to schedule certain health care services via remote means by facilitating the connection between you and a health care provider through the use of the Website. Note that the capitalized word “Services” as used in this Agreement refers only to our Website and related content and does not refer to any health care services/consultations and treatment that users receive from health care professionals. Website content should not be considered health advice or an endorsement, representation or warranty that any particular treatment is safe, appropriate, or effective for you.

How to Use the Website?

To use the Website, you first need to sign up with DoctorGlobe. When signing up, you may be obligated to provide us with certain information, such as your name, address and date of birth. In the future, we may also require users to provide insurance information. Upon successful completion of the sign up process, we will provide you with a personal account, accessible for you with a password of your choice.

You have to be 13 years of age or older and reside in a jurisdiction in which we offer the Website to use the Website. If you reside in a jurisdiction that restricts the use of the Website because of age, or restricts the ability to enter into contracts such as this one due to age, you must abide by such age limits and you must not use the Website. You represent that you are of legal age to enter into a binding contract.

The Website identifies for you, health care providers who have licensed the Website from us and that have engaged us to provide administrative, scheduling, and other operational services. You will be able to select a health care professional to provide certain services. In the event a health care professional agrees to provide you with services, the Website can schedule those services. The health care professional will bill you for the services provided. We make no representation or warranty to you that any health care professional will be available to perform health care services

BY CLICKING THE LINK TO A PARTICULAR PROVIDER, YOU ARE SIGNALING YOUR DESIRE TO CONNECT WITH ONE OF THEM, AND ONE OR MORE OF THEM MAY THEN CHOOSE TO CONNECT WITH YOU AS SOON AS PRACTICABLE. PLEASE NOTE THAT DOCTORGLOBE DOES NOT REFER OR RECOMMEND ANY THERAPIST. DOCTORGLOBE IS A PLATFORM THAT ALLOWS YOU TO TRANSMIT A REQUEST TO A PANEL OF PROVIDERS, AND FACILITATES THE ABILITY OF A PROVIDER TO RESPOND TO YOUR REQUEST AND CHOOSE TO CONNECT WITH YOU.

DOCTORGLOBE IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR ANY OTHER LICENSED PROFESSION, DOES NOT PROVIDE HEALTH SERVICES, AND IS NOT A HEALTH CARE PROVIDER. DOCTORGLOBE DOES NOT INTERFERE WITH ANY OTHER LICENSED PROFESSION BY ANY HEALTH CARE PROFESSIONAL, WHO ARE EACH RESPONSIBLE FOR HIS OR HER SERVICES AND COMPLIANCE WITH THE REQUIREMENTS APPLICABLE TO HIS OR HER PROFESSION AND LICENSE. THE HEALTH CARE PROFESSIONAL WITH WHICH YOU ESTABLISH A TREATMENT RELATIONSHIP IS SOLELY RESPONSIBLE FOR PROVIDING YOU WITH SERVICES. WE ONLY ACT AS A TECHNOLOGY PLATFORM TO CONNECT YOU WITH HEALTH CARE PROFESSIONALS WHO MAY BE INTERESTED IN PROVIDING YOU WITH HEALTH SERVICES.

Your Use of the Services

You represent and warrant that the information you provide to us is accurate and complete. You acknowledge and agree that we are entitled at all times to verify the information provided and to deny your use of the Services at any time for any reason or no reason.

You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Website for your device. We are not liable if you do not have a compatible device or if you download the wrong version of the Website for your device.

By accessing or using the Services, you further agree that:

- You will only use the Services for your sole, personal use and you will not resell them to a third party;
- You will not copy or distribute the Services or other Services content
- You will not upload or transmit any communications or content of any type that infringes or violates any rights of any party;
- You will not use the Services for any purpose in violation of local, state, federal or international laws;
- You will not use the Services as a means to distribute advertising or other unsolicited material to any third party;
- You will not impersonate another person;
- You will not post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion;
- You will comply with all applicable third party terms of agreement when using the Services (e.g., your wireless data service agreement);
- You will ensure that no unauthorized person shall have access to your mobile device or your DoctorGlobe passwords or accounts;
- You will promptly notify us in the event your DoctorGlobe passwords or accounts have been compromised;
- You will not assign or otherwise transfer your account to any other person or entity;
- You will not try to harm the Services or impair the proper operation of the network in any way whatsoever; and
- You will provide us with whatever proof of identity we may request.

We reserve the right to immediately terminate your use of the Services should you fail to comply with any of the foregoing rules.

Our Right to Use User-Provided Content

We may, in our sole discretion, permit you to post or submit content and other materials through the Services (collectively, “User-Provided Content”). You grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such User-Provided Content, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose that we choose. Also, you grant us, and anyone authorized by us, the right to identify you as the author of any User-Provided Content submitted by you. You will not receive any compensation of any kind for the use of any User-Provided Content submitted by you.

You acknowledge that DoctorGlobe only acts as a passive conduit for the distribution of the User-Provided Content and is not responsible or liable to you or to any third party for the content or accuracy of the User-Provided Content. You understand that we have no obligation to monitor any areas of the Services through which users can post User-Provided Content. However, we reserve the right at all times, in our sole discretion, to screen User-Provided Content and to edit, move, delete, and/or refuse to accept any User-Provided Content that in our judgment violates this Agreement or is otherwise unacceptable or inappropriate, whether for legal or other reasons.

Any use by you of the User-Provided Content is entirely at your own risk. You represent and warrant that any User-Provided Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or publicity rights and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the right to grant the license described above.

You agree to indemnify and hold harmless DoctorGlobe, DoctorGlobe’s affiliates, and each of its and their respective directors, officers, managers, employees, shareholders, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including reasonable attorneys’ fees, that arise out of any User-Provided Content posted or transmitted through the Services by you or by others using your account.

Payment

There is no charge to access the Website

Intellectual Property Ownership

DoctorGlobe alone (and its licensors, where applicable) shall own all right, title and interest, including all intellectual property rights, in and to the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Services shall be owned solely and exclusively by DoctorGlobe, and/or, as applicable, DoctorGlobe’s third-party vendors, as shall any and all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide therein and thereto, and you hereby assign to DoctorGlobe any and all of your rights, title or interests in the Services or any modification to or derivative work of the

Services. You shall not remove or authorize or permit any third party to remove any proprietary rights legend from the Services.

This Agreement does not constitute a sale and does not convey to you any rights of ownership in or related to the Services, or any intellectual property rights owned by DoctorGlobe.

DoctorGlobe's name, logo and the product names and logos associated with the Services are trademarks of DoctorGlobe, its affiliated companies or third parties, and no right of license is granted to use them.

The materials on the Services are copyrighted by us and/or other applicable rights holders. You may download and reprint a single copy of the materials from the Services for your own personal, noncommercial use only, provided that you keep intact all credits and copyright and other proprietary notices. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).

Website License

Subject to your compliance with the terms and conditions of this Agreement, DoctorGlobe grants you a limited, non-exclusive, non-transferable license to download and install a copy of the Website on a mobile device that you own or control and to run such copy of the Website solely for your own personal use.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website in any way; (ii) modify or make derivative works based upon the Website; (iii) reverse engineer or access the Website in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Website, or (c) copy any ideas, features, functions or graphics of the Website; or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services.

Disclaimer

THE SERVICES AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ANY ACCESS TO OR USE OF THE SERVICES IS VOLUNTARY. WE WILL REGARD ALL ACCESS OR USE AS VOLUNTARY AND AT THE SOLE RISK OF THE USER.

NOTHING CONTAINED IN THE SERVICES IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. The services provided in the Website are here to, among other things, help you connect to health care providers only. Any information contained in the Services should not be relied upon as the basis of any health care decision. The Services do not constitute the practice of therapy, medical, nursing or other professional healthcare advice, diagnosis or treatment.

NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ THROUGH OUR WEBSITE. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, YOU MAY USE THIS WEBSITE TO TRY TO CONTACT A NEARBY QUALIFIED HEALTHCARE PROFESSIONAL. HOWEVER, IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 FOR EMERGENCY MEDICAL HELP.

We do not control, supply, endorse, warrant or guarantee any information, products, services or merchandise supplied by any of the health care providers that you may connect with via the Services.

We also do not warrant or guarantee that files that may be available for downloading through the Services will be free of infections or viruses, worms, Trojan horses or other code that contains contaminating or destructive properties.

We, and our technology service providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. You download and use the Services at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Services. Users of the Services are responsible for maintaining a means external to the Services for the reconstruction of any lost data.

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICES (INCLUDING ANY CONSULTATIONS OR OTHER SERVICES YOU MAY OBTAIN FROM HEALTH CARE PROVIDERS THAT YOU CONNECT WITH VIA THE SERVICES). WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE SERVICES OR ON THE INTERNET GENERALLY. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THEM.

Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL DOCTORGLOBE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS AGREEMENT, OR THE USE OF, OR THE INABILITY TO USE, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA MADE AVAILABLE THROUGH THE SERVICES OR ANY SERVICES PERFORMED BY ANY HEALTH CARE PROVIDERS THAT YOU CONNECT WITH VIA THE SERVICES (INCLUDING CLAIMS OF MALPRACTICE AGAINST THOSE HEALTH CARE PROVIDERS), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN THE MAXIMUM LIABILITY OF DOCTORGLOBE FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND MALPRACTICE), OR OTHERWISE) OF EVERY KIND ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATION OF LIABILITY OF DOCTORGLOBE WILL COVER, WITHOUT LIMITATION, ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA, AND ANY OTHER INJURY, ARISING FROM THE USE OF THE SERVICES.

Right to Modify

We may at our sole discretion change, add, or delete portions of this Agreement at any time on a going-forward basis. Continued use of the Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Service, inclusive of such changes.

Indemnification

You agree to indemnify and hold harmless DoctorGlobe, DoctorGlobe's affiliates, and each of its and their respective directors, officers, managers, employees, shareholders, agents, representatives, licensors, successors and assigns from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Services, violation of this Agreement by you or any other person using your account, or your violation of any rights of another. We reserve the right to control the defense of any claim for which we are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

Modifications to, or Discontinuation of, the Services

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services, or any portion thereof, with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Services or any portion thereof.

Privacy

Your use of the Services is subject to DoctorGlobe's Privacy Policy. Please review this policy so you understand what information we collect through the Services, how we use it, how we secure it, and when we may share it.

Notice of Copyright Infringement

The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on this Web site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, DoctorGlobe has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to Doctor Globe, Inc. email to support@DoctorGlobe.com.

Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters can be found elsewhere on our website or through the Website.

Miscellaneous

This Agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this Agreement and supersede all previous and contemporaneous agreements, proposals and communications, written or oral, related to that subject matter. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are available through the Services. In the event of any conflict between any such third-party terms and conditions and this Agreement, this Agreement will govern. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to any conflicts of law provisions contained therein.

Any dispute arising under or relating in any way to this Agreement will be resolved exclusively by final and binding arbitration in California under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in California for any action related to this Agreement.

This Agreement is personal to you and you may not assign it to anyone. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability

of any remaining provisions. This Agreement is not intended to benefit any third party, and do not create any third party beneficiaries. Accordingly, this Agreement may only be invoked or enforced by you or us. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Services or this Agreement must be filed by you within one year after such claim or cause of action arose or be forever barred. Any and all provisions of this Agreement that would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration including, without limitation, provisions relating to ownership, indemnification, limitation of liability and governing law.

Participant Health and Personal Information Sharing Acknowledgement

ON BEHALF OF MYSELF, AS WELL AS ANY AND ALL MEMBERS OF MY FAMILY THAT ARE AND WILL BE COVERED AS PARTICIPANTS UNDER ANY HEALTH PLAN PROVIDED BY MY EMPLOYER, I HEREBY CONFIRM THAT I KNOW AND AGREE THAT OUR PERSONAL AND HEALTHCARE INFORMATION HAS BEEN AND MAY BE EXCHANGED BETWEEN DOCTOR GLOBE, INC. AND MY EMPLOYER, HEALTH PLAN SPONSOR, HEALTH PLAN ADMINISTRATOR, HEALTH PLAN BROKER/CONSULTANT, AND OTHERS WHO MAY BE ESSENTIAL AND MATERIAL FOR ACCESSING THE DOCTORGLOBE ONLINE PLATFORM, AND FOR THE UTILIZATION OF DOCTORGLOBE'S SERVICES.

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