Date: 2024-09-12

Terms Of Use

I. Introduction

Welcome to MDView.com's technological functionality for the MDView Management, LLC. service, which is conducted by third party physicians.

THE MDVIEW MANAGEMENT, LLC SERVICE IS CONDUCTED BY THIRD PARTY PHYSICIANS WHO UTILIZE OUR TECHNOLOGY TO COMMUNICATE WITH YOU.

Payment is owed to the third-party physicians for the review and report whether or not you seek follow-up video or other consultation. Payment to MDView Management, LLC for technological facilitation is final.

YOU AGREE TO ULTIMATELY LOOK SOLELY TO THE THIRD-PARTY PHYSICIANS and NOT to MDView Management, LLC for any disputes regarding payment to them and their services. MDView Management, LLC is not responsible to the telehealth services rendered by such third party. We are purely a technological platform facilitating the communications and may also act as the third party's billing agent. Should you encounter questions, concerns, or issues pertaining to the services you receive through the App, please contact MDView Management, LLC and we will attempt to assist by offering customer service solutions as the billing agent for the third-party physicians.

Please read these Terms of Use carefully before using this website and associated application for the MDView Management, LLC. services (each and collectively, referred to as the "App"). As used in these Terms of Use, "MDView Management, LLC" includes MDView Management, LLC and its successors and assigns. MDView Management, LLC may be referred to in these Terms of Use as "Company," "we," "us," "our" and "ourselves." Users are also referred to herein as "you" and the like. These Terms of Use include our Privacy Policy, which is incorporated by reference into these Terms of Use.

Binding Agreement. This is an agreement between our users and us (i.e., a legally binding contract). It may change as our business changes, and you agree you will review it and any updates regularly. Your continued use of the App means you accept any changes.

By installing, visiting, registering for, accessing, and/or otherwise using our App you accept, without limitation or qualification, the following Terms of Use together with our Privacy Policy, which together constitute an Agreement between you and MDView Management, LLC. If you do not agree to these Terms of Use, you must not access or use the App. You further agree to indemnify, defend and hold MDView Management, LLC, its affiliates, parents, subsidiaries and successors and each of their managers, members, officers, directors, shareholders, employees and agents harmless, from and against all liabilities, losses, expenses, damages and costs (including attorneys' fees), resulting from any violation by you of these Terms of Use. You accept these Terms of Use each time you install and access the App. If you are under 18 years of age, only your parent or guardian may access or use the App on your behalf.

Revisions to Terms of Use. We reserve the right, at our sole discretion, to change the terms and conditions of these Terms of Use from time to time, and your continuing use of our App constitutes your acceptance of and agreement to any changed terms and conditions. We may revise these Terms of Use at any time by posting an updated version. You should visit this page periodically to review the most current Terms of Use, because you are bound by them. Your continued use of the App after a change to these Terms of Use constitutes your binding acceptance of the updated Terms of Use.

II. The App

The "App" means the MDView Management, LLC website and associated application for the Company service (the "App").

The App is intended for personal educational use only and may not be used in litigation, regulatory proceedings, licensing board complaints, insurance disputes, workers' compensation claims, arbitration, or any formal or informal adversarial process involving third-party providers. This App and the information displayed on the App are intended to be general educational information and not medical advice. Information obtained solely from the App or the information displayed on the App are not medical advice and are not part of the services rendered by a practitioner. The App and any interactions with practitioners do not and are not intended to replace the medical advice of your treating doctor or supplant your existing doctor-patient relationship with your treating doctor. If at any time, you have questions related to your health, prescription medication, or any information related to your well-being, please consult with your treating doctor. Your treating doctor has ultimate authority for your medical care and treatment recommendations.

No Legal, Regulatory, or Dispute-Related Use or Participation: You acknowledge and agree that services provided through the App, including second-opinion reports, written interpretations, and any optional video consultations, are for educational and informational purposes only. These services may not be used in connection with legal proceedings, regulatory matters, licensing board complaints, malpractice claims, insurance disputes, or any adversarial or investigative process. MDView Management, LLC does not facilitate, support, or permit follow-up communications, reviews, testimony, responses, or consultations between users and practitioners related to such matters. Any request for such services is outside the scope of the App and will not be fulfilled.

Independent Practitioners. The App technology is licensed to third party independent licensed healthcare practitioners (including physicians) so they may connect directly with you. Healthcare practitioners rendering services in such capacity are not MDView Management, LLC employees or agents rendering such services at the direction of, under the supervision of or otherwise on behalf of MDView Management, LLC.

MDView Management, LLC is NOT a healthcare provider. All of the interpreting and treating healthcare practitioners who license our technology to connect directly with you are independent professionals ultimately solely responsible for the reports, advice and services each provides to you. MDView Management, LLC does not practice medicine, nursing or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by providers licensing our technology, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither MDView Management, LLC nor any third parties who promote the App or provide you with a link or access to the App shall be liable for any professional advice you obtain from

a treating practitioner. Should you encounter questions, concerns, or issues pertaining to the services you receive through the App, please contact MDView Management, LLC and we will attempt to assist by offering customer service solutions as the billing agent for the third-party physicians.

You hereby certify that you are physically located in the state you choose/have chosen as your current location. You also certify your understanding that services provided by the practitioner do not meet the prescribed standards for reimbursable telehealth services nor is this type of service otherwise covered by Medicare or commercial insurance. You acknowledge that your ability to access and use the App are conditioned upon the truthfulness of these certifications and that the practitioners you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify MDView Management, LLC and the practitioners you interact with from any resulting damages, costs, or claims.

Restrictions on Practitioner Contact for Dispute-Related Matters. Users agree not to attempt to contact practitioners directly, either through or outside the App, for purposes related to legal claims, regulatory matters, licensing board complaints, testimony, correspondence review, or dispute-related activity arising from services obtained through MDView. This restriction does not apply to standard customer support, billing inquiries, or educational follow-up services offered within the scope of the App.

No Ongoing Duty or Post-Service Obligations. Once a report, interpretation, or consultation has been delivered through the App, the practitioner has no obligation to provide additional follow-up commentary, correspondence review, clarification, advocacy, testimony, or participation in disputes, complaints, or third-party inquiries. All services conclude upon delivery of the originally purchased service.

No Guaranty of Availability or Service. We do not guarantee that the App will match users with practitioners qualified to treat uses in their local area of residence.

We are not responsible or liable for any failure, unavailability or inability of a licensee healthcare provider to be able to provide services or directly schedule with you via the App, which may because of the unavailability of a practitioner licensee in your geographic area or because of the time frame for or type of requested service. The licensed practitioners operate independently and reserve the sole right to refuse or decline to provide their services to any particular user.

If you have selected practitioners from the App and the practitioners decline to provide their services, we will work with you to facilitate the selection of a new practitioner.

Services ordered by the selected Practitioners will be fulfilled based on the Practitioners' availability. You have access to review the Practitioners' availability schedule and Video Consultation schedule within the App prior to making your selections. Although every effort will be made by your Practitioner to provide services in reasonably timely fashion and in accordance with their displayed availability schedules, neither we nor the Practitioners represent or warrant as to the timeframe in which such services will be fulfilled, including the option to allow the App to select Practitioners on your behalf to attempt to expedite your ordered services.

We strive to provide advanced technological means to facilitate a secure connection between you and the Practitioner

listed on the App. As with any advanced technologies or Internet based services, there are potential risks associated with the use of the Site and the Platform. These risks include, but may not be limited to:

- Information transmitted may not be sufficient such as poor resolution of images or incomplete data;
- Delays in rendering Services could occur due to failures of the electronic equipment;
- A lack of access to all of your medical records may result in judgment errors;
- Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail, causing a breach of privacy of personal health information; or
- From time to time, we may update its software, systems, programs and technology, which may result in service interruption and system changes.
- In the case that you selected a Practitioner that may not be suitable for interpreting your particular case, then additional time maybe required by us to connect you with a Practitioner who can provide you with the services ordered.

Agreement with Practitioners. Users may be required to agree to additional agreements provided by the practitioners before the practitioners will provide services.

Users may be required to agree to additional agreements and complete forms provided by practitioners before they provide services to the users. We will integrate such third party practitioner agreements/forms with our App at our discretion, but are not responsible for the content thereof.

Terminating Ordered Services. Practitioners may terminate a service at any time.

Practitioners are in complete control over whether a service is completed. A practitioner may refuse to provide services to a user, even after agreeing to perform the service via the App. The App is not intended to be used for any tortious or illegal purposes and MDView Management, LLC will cooperate fully with any law enforcement investigation. Practitioners may also choose not to perform a service when a user is unwilling to sign any necessary agreements. Practitioners may terminate a service when they do not feel safe or comfortable because of user conduct or otherwise, and the user will still be charged. MDView Management, LLC will make every attempt to find a suitable replacement practitioner for the user. In the event a replacement practitioner cannot be found, or the services cannot be performed for any reason, refunds may be available at MDView Management, LLC's sole discretion.

MDView Management, LLC Does Not Itself Provide Medical or Clinical Advice. MDView Management, LLC and the App do not give medical or clinical advice. MDView Management, LLC is not a healthcare practitioner and is not a medical or nursing organization, hospital, healthcare provider, or employer or provider of medical or clinical professionals or services. The App may provide helpful information and functionality to assist you in clinical decision-making or to find and connect with a practitioner App technology licensee. You assume full risk and responsibility for the use of information you obtain from or through the App by the licensed healthcare professionals utilizing the technology to communicate with you.

Practitioners, and not MDView Management, LLC, will be ultimately solely responsible for the services they independently provide either themselves or through their own owners, employees and/or agents. In addition, we do not recommend or endorse the credentials, quality or qualifications of any practitioners or health-related products, items, or services. MDView Management, LLC is not responsible or liable for any referral or recommendation of a third party, product or supply made by a practitioner.

You are not a patient of MDView Management, LLC. The advice you receive from your healthcare professional should trump any information you read or otherwise view on the App. Healthcare professionals communicating with you through the App technology are ultimately solely responsible for the medical and clinical decision making and advice.

Contact 911 in case of any health emergency.

No Patient Relationship. Your use of the App does not create a patient relationship with MDView Management, LLC. You should consult with qualified health professionals who are familiar with your individual medical needs concerning your specific medical issues. Telemedicine consults by third party practitioner licensees of our App are not a substitute for in-person examination by a qualified healthcare professional.

Never disregard professional advice or delay in seeking it because of information you read on the App.

Medical Emergency. If you think you may have a medical emergency, call your doctor or 911 immediately. The App is not intended for emergency situations.

Practitioner Screening. We evaluate licensee practitioners in a commercially reasonable manner to attempt to prohibit those we do not want to use the App to connect with you. However, we are not responsible for the conduct of any practitioners who use the App technology, and provide no guaranty or assurance as to their background or experience.

We take steps to learn about individuals who apply to license and use the App as a practitioner. We may accept or deny such individuals from using the App as a practitioner, in our sole judgment. We are not responsible or liable for the conduct of any users of the App, including any services provided by practitioners. Email us at support@mdview.com to notify of us of inappropriate or illegal conduct or content you encounter on the App.

1. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE APP OR OF PRACTITIONERS, OR OF PRACTITIONER'S QUALIFICATIONS OR BACKGROUND.

2. When using the App, you agree you will not cause nuisance, annoyance, inconvenience, or offense to anyone.

3. In certain instances, we may require you to provide proof of identity to access or use the App, and you may be denied access or use of the App if you refuse to provide proof of identity.

You agree that we may provide information about you with practitioners when you request, complete information or respond to any inquiry (including through posting mechanisms, including forms, we provide).

The terms "post" and "posting" as used in these Terms of Use shall mean the act of submitting, uploading, completing forms

on, publishing, displaying, or similar action on the App.

III. Purchases and Subscriptions

Users are required to pay fees as then-required by the App.The payment terms you agree to at the time of your sign up or election of a particular service are binding and deemed incorporated into this agreement.

Fees. The App will provide mechanisms for direct payment to practitioners or to us in the capacity as their billing agent or to a third party financial service/payment processor or institution, and to us. You authorize MDView Management, LLC to initiate payment with our payment processors.

All payments are final. Fees are non-refundable, subject to our and the practitioner's absolute discretion.

Refund Policy. All payments to us and to practitioners are final. MDView Management, LLC and practitioners will not be required to refund any such fees. You may contact us at support@mdview.com with respect to any dispute of our own charges. Should you encounter questions, concerns, or issues pertaining to the services you receive through the App or payments you have made, please contact MDView Management, LLC and we will attempt to assist by offering customer service solutions as the billing agent for the third-party physicians, limited to administrative, billing, and platform-related matters.

Third-Party Payment Processors.MDView Management, LLC uses third-party payment processors for electronic commerce. Our payment processors and the payment methods they accept may change without notice. Our payment processors accept payments through methods detailed on the applicable payment screen, which may include various credit card payment methods. By using such third-party payment processors, you agree to their terms and conditions of use including any fees associated with such payment processing. Such third parties may charge fees to process payments. We may pay certain fees at our sole discretion. MDView Management, LLC disclaims all liability with regards to any fees or problems you have with third-party payment processors including, without limitation, online merchant services.

Availability of Certain Forms of Payment. MDView Management, LLC makes no representations or warranties about the continued availability of any particular form of payment method made available for use with the App.

Taxes and Fees. You are responsible for any taxes or fees. All transactions are in U.S. dollars. You are responsible for determining and paying the appropriate government taxes, fees, and charges resulting from a transaction occurring via the App. We are not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or charges.

Third Party Fees. All third-party fees (such as data usage fees charged by your internet or mobile provider) and compliance with any applicable third party terms (such as your internet App provider's terms of services) are your sole responsibility.

U.S. Dollars. All transactions through the App are in U.S. dollars.

IV. Minors

No part of the App is directed to persons under the age of 18. IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE DO NOT

USE OR ACCESS THE APP AT ANY TIME OR IN ANY MANNER. A parent or authorized legal representative of a minor may use the App on behalf of a minor.

V. Your Account

You are responsible for your log-in credentials and for keeping your information accurate and private.

You are responsible for any activity resulting from the use of your log-in credentials on the App.

1. Accuracy. You represent and warrant that the information you provide to MDView Management, LLC and practitioners upon registering with and during usage of the App and at all other times will be true, accurate, current, and complete.

2. Your Log-In Credentials. To use the App, you may have log-in information, including a username and password. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the App and to preserve the confidentiality of your username and password, and safeguard any device that you use to access the App. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY UNAUTHORIZED ACCESS OR USE OF YOUR LOG-IN CREDENTIALS OR ACCOUNT.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify MDView Management, LLC by e-mail to support@mdview.com. You will be solely responsible for the losses incurred by MDView Management, LLC and others due to any unauthorized use or access of your account.

VI. Communications

WARNING: DO NOT E-MAIL, POST OR SUBMIT VIA FORMS ANY MEDICAL OR HEALTHCARE INFORMATION IF NOT EXPRESSLY ASKED FOR. WE ARE NOT RESPONSIBLE FOR PRIVACY ISSUE ASSOCIATED WITH SAME.

MDView Management, LLC may communicate with you by email, telephone (texting or calls), push notifications, or posting notices on the App.

You agree to receive email, telephone calls, text messages, and push notifications from us at the contact information you provided to us and using the App on your computer and as installed on your mobile device for App-related purposes (e.g., without limitation, notifying you about services, information on new products or features). If you call us by telephone, we may record the telephone call for quality and training purposes.

Text Messages. By providing us with your mobile telephone number, you consent to receive text messages at that number as requested for account verification and other administrative purposes. While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees. You are responsible for these charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the cellular telephone operator or other networks.

Electronic Notices. By using the App or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the App. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the App or sending an email or text to you. You may have a legal right to receive this notice in writing. To receive written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us by e-mail at support@mdview.com or by mail at 5846 South Flamingo Road Suite 253, Cooper City, FL 33330.

VII. MDView Management, LLC's Content Ownership and Use

MDView Management, LLC owns or has rights to all of the content and software we make available through the App, but you may use it as you use the App. You may not use our logo, taglines or name without our written permission.

The contents of the App include: designs, text, graphics, images, video, data, information, logos, button icons, software, programming, source/computer code, templates, layouts, audio and/or video files, and other MDView Management, LLC content regardless of form (i.e., whether video, paper, electronic or otherwise), whether tangible or intangible, or whether existing now or in the future (collectively, "MDView Management, LLC Content"). All MDView Management, LLC Content and the compilation (meaning the collection, arrangement, layout and assembly) of all MDView Management, LLC Content are the property of MDView Management, LLC or its licensors and are protected under copyright, trademark, and other laws.

License to You. The App is licensed, not sold, to you. Subject to your complete and ongoing compliance with these Terms of Use, we authorize you, subject to these Terms of Use, to access and use the App and the MDView Management, LLC Content solely for your limited, personal use only, at our discretion. Any other use is expressly prohibited. This license is non-transferable and revocable at any time without notice and with or without cause. Unauthorized use of the MDView Management, LLC Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, and other proprietary notices contained in the original MDView Management, LLC Content on any copy/printout you make of the MDView Management, LLC Content. MDView Management, LLC retains all right, title and interest in and to all MDView Management, LLC Content.

MDView Management, LLC Marks. "MDView Management, LLC," the MDView Management, LLC logo, and other MDView Management, LLC logos and product and App names and tag lines are or may be trademarks of MDView Management, LLC (the "MDView Management, LLC Marks"). Without our prior written permission, and except as solely enabled by any link or code as provided by us, you agree not to display, publish or use the MDView Management, LLC Marks in any manner.

VIII. Suggestions and Submissions

We appreciate your comments, but if you send us creative ideas, we can use them without compensating you, and you will have no rights whatsoever to any improvements or developments we create.

We appreciate hearing from our users and welcome your comments regarding the App. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials ("creative ideas"), we shall:

1. own, exclusively, all now known or later discovered rights arising or derived from the creative ideas;

2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any creative ideas; and

3. be entitled to unrestricted use of the creative ideas for any purpose whatsoever, commercial or otherwise, without compensation or other consideration to you or participation by you or any other person or entity.

We may own and exploit same in any manner, and you waive all rights therein, including moral rights.

IX. Disclaimers, Limitations, and Prohibited Activity

You are responsible for your actions when using and relying on the App or content, consultation and services available on and through the App.

Do not engage in activities using the App that are harmful or illegal.

You agree to use the App only for its intended purpose and in an authorized manner. You must use the App in compliance with all privacy, data protection, intellectual property, and other applicable laws and regulations. Without limitation, the following uses of the App are prohibited. You may not:

1. attempt to interfere with, harm, reverse engineer, decompile, disable, steal from, or gain unauthorized access to the App, user accounts, or the technology and equipment supporting the App;

2. frame or link to the App without permission;

3. use data mining, robots, or other data gathering devices on or through the App;

4. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;

5. pose as a licensed healthcare practitioner while using the App when you are not a licensed practitioner;

6. disclose personal information about another person without his/her consent;

7. harass or abuse others, or post objectionable material;

8. sell, transfer, sublicense, or assign any of your rights to use the App to a third party without our express written consent;

9. post advertising or marketing links or content, except as specifically allowed by these Terms of Use;

10. use or access the App if you are (or are employed or engaged by) a competitor of MDView Management, LLC, except with our prior written consent, which we may withhold in our sole discretion and without explanation;

11. use or access the App for purposes of monitoring its availability, performance or functionality, or for any other

benchmarking or competitive purposes;

12. use the App in an illegal way or to commit an illegal act in relation to the App or that otherwise results in fines, penalties, and other liability to MDView Management, LLC or others; or

13. access the App from a jurisdiction where it is illegal or unauthorized.

X. Consequences of Violating these Terms of Use

If you do not act acceptably, we may prohibit your use of the App.

Without limiting any other remedies available to us at law and in equity which are cumulative and not alternative, we reserve the right to suspend or terminate your account and prevent access to the App for any or no reason, at our discretion. We reserve the right to refuse to provide the App to you in the future. All indemnification obligations in these Terms of Use survive termination of your account.

XI. MDView Management, LLC Not Liable

We are not liable for the actions of users when they use the App or for professional services, advice and outcomes resulting from your consultation with third party practitioners. We may also change the App at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view or receive using the App. You assume all risk associated with the App, including services rendered by third party licensee practitioners. We make no promises and disclaim all warranty of specific results from the use of the App.

Changes to the App. We may change, suspend, or discontinue any aspect of the App at any time, including hours of operation or availability of the App or any feature, without notice or liability.

Storage of Data:

The Company is ultimately not responsible for storing, filing, or safe keeping medical, personal or imaging information/films after services are delivered or services have been terminated for any reason. The Company accepts no responsibility for any items, films or records which may be lost or stolen while being shipped to and/or from the Company. Use of our services for storage of your medical data is solely at your own risk.

User Disputes with Practitioners. We are not responsible for any disputes or disagreements between you and any third party you interact with using the App, including practitioners providing reports, consultation, and services hereunder. However, should you encounter questions, concerns, or issues pertaining to the services you receive through the App, please contact MDView Management, LLC and we will attempt to assist by offering customer service solutions as the billing agent for the third-party physicians. MDView Management, LLC will not be performing any claims adjustment services, auditing the performance of healthcare services (or the appropriateness or correctness of any charges from

healthcare providers/suppliers if ever applicable), or handling any disputes among such providers/suppliers and users. You assume all risk associated with dealing with such practitioners and other third parties. You agree to ultimately resolve disputes directly with the other party to the extent we are unable to assist. You waive and release MDView Management, LLC from all claims, demands, and damages in disputes among users of the App and with such practitioners. You also agree not to involve us in such disputes, but we ask that you notify MDView Management, LLC in the event of such dispute, as it's important we get feedback on the practitioners using our App. All fees for our own technological facilitation, software and other services are FINAL. Use caution and common sense when using the App.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any content of the App. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third party or the quality or nature of third-party products or services obtained through the App. We further make no representations or warranties about maintaining the integrity of data, content and information you post via the App. Use the App at your own risk.

Third-Party Websites and Applications. The App may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, services or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.

Third-Party Functionality. The App may allow you to use third-party content and functionality. You use such content or functionality subject to such third parties' terms and conditions.

A. Disclaimer of Warranties

You use the App at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE APP AND ANY SERVICES OR PRODUCTS OR OTHER ITEMS AND INFORMATION MADE AVAILABLE ON OR THROUGH THE APP INCLUDING ANY HEALTHCARE REPORTS, SERVICES AND SUPPLIES IS AT YOUR SOLE RISK, AND THE APP AND ANY SUCH SERVICES, PRODUCTS, ITEMS AND INFORMATION AVAILABLE ON OR THROUGH THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS, SERVICES, INFORMATION OR ITEMS OFFERED BY THE RELEASED PARTIES OR THIRD PARTIES ON OR THROUGH THE APP, IMPLIED OR EXPRESS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (I) THE APP OR ANY PRODUCTS, SERVICES, INFORMATION, REPORTS, ADVICE OR OTHER ITEMS MADE AVAILABLE ON OR THROUGH THE APP WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR WILL HAVE ANY SPECIFIC RESULTS, (II) THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (INCLUDING AS TO ANY RISK OF CORRUPTION OR DELETION OF ANY DATA OR INFORMATION YOU PROVIDE USING THE APP), (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE APP OR DATA/INFORMATION (INCLUDING THAT PROVIDED BY YOU) WILL BE CORRECTED; AND (C) ANY MATERIAL

DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APP IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

Released Parties Defined. “Released Parties” include MDView Management, LLC and its affiliates (including, without limitation, commonly owned entities or Company-controlled entities, parents and subsidiaries) and their respective owners, officers, directors, managers, employees, agents, partners, licensors, licensees and successors.

We are not liable for anything that happens to you involving the App including arising from healthcare services and consultation rendered by third party licensee practitioners. If you use the App in a way that causes us to be included in litigation, you agree to pay all legal fees and costs for Released Parties, including those incurred in the proceeding, leading up to the proceeding and for collection on any judgment.

YOU SPECIFICALLY ACKNOWLEDGE THAT COMPANY SHALL NOT BE LIABLE FOR ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY INCLUDING PRACTITIONERS PROVIDING TELEMEDICINE/TELEHEALTH CONSULTATION AND THAT THE RISK OF HARM, INJURY, OR DEATH OR OTHER DAMAGE FROM SERVICES RENDERED BY ANY THIRD PARTY (EVEN IF MARKETED OR LINKED TO OR FACILITATED VIA OUR APP) IS SOLELY YOUR OWN.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ACCESS TO AND USE OF THE APP, INCLUDING, WITHOUT LIMITATION, RELATING TO OR RESULTING FROM: (I) INJURY, DAMAGE OR DEATH; (II) THE USE OF OR THE INABILITY TO USE THE APP OR ANY PRODUCTS, SERVICES, INFORMATION OR OTHER ITEMS MADE AVAILABLE ON OR THROUGH THE APP; (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE APP; (IV) UNAUTHORIZED ACCESS TO, CORRUPTION OF, INTERFERENCE WITH, OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON OR THROUGH THE APP; (VI) YOUR RELIANCE ON CONTENT, CONSULTATION AND ADVICE MADE AVAILABLE BY US OR BY A THIRD PARTY; OR (VII) ANY OTHER MATTER, CIRCUMSTANCE OR OCCURRENCE RELATING TO THE APP. WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ANY OF OUR OBLIGATIONS UNDER THESE TERMS OF USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR APP OR ANY HEALTHCARE PRACTITIONER, AND THE RELEASED PARTIES ARE NOT LIABLE FOR ANY LOSS, CLAIM, INJURY, DEATH OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE APP. BY USING THE

APP YOU THEREBY RELEASE THE RELEASED PARTIES FROM ANY LIABILITY RELATED TO ANY USE OF OUR APP OR THE CONDUCT, MALPRACTICE OR MISCONDUCT OF A USER OR PRACTITIONER.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' COLLECTIVE MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE APP OR YOUR USE OF CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED $100. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE APP AND COMMUNICATIONS THROUGH OR VIA THE APP, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, PROPERTY DAMAGE, OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THIS APP OR PERSONS YOU MEET THROUGH THE APP INCLUDING PRACTITIONERS. YOU ASSUME SOLE RISK OF SAME. YOU WILL TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE APP. YOU ASSUME ALL RISK WHEN ENGAGING THE SERVICES OF ANY OTHER USER AND PRACTITIONERS AND IN CONNECTION WITH USING THE APP, INCLUDING BUT NOT LIMITED TO ANY RISKS ASSOCIATED WITH PRACTITIONER SERVICES AND CONDUCT. YOU WILL NOT HOLD THE RELEASED PARTIES LIABLE FOR ANY SERVICES, PRODUCTS, INFORMATION OR OTHER ITEMS DELIVERED WHICH ORIGINATED THROUGH OR VIA THE APP AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, SUITS, CLAIMS, OR CONTROVERSIES THAT ARISE OR ARE RELATED IN ANY WAY TO THE APP, THE INFORMATION PROVIDED THROUGH THE APP AND THE ITEMS/SERVICES/CONTENT/FUNCTIONALITY PROVIDED BY OR TO ANY USER OF THE APP.

COMPANY DOES NOT MAKE ANY GUARANTEES AS TO INSURANCE POLICIES HELD BY PRACTITIONERS.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including, without limitation, legal and accounting fees, alleging or resulting from your access or use of the App, including, but not limited to, (i) your use of or reliance on any third-party content, advice and services including that of the third party healthcare practitioners, (ii) your use of or reliance on any MDView Management, LLC Content, (iii) your breach of these Terms of Use, or (iv) if you are a practitioner, any damages arising from services rendered by you, including any personal injury, property damage, or death.

XII. General Terms

These Terms of Use constitute the entire agreement between you and MDView Management, LLC concerning your use of the App. No joint venture, partnership, employment, or agency relationship exists between you and MDView Management, LLC as a result of these Terms of Use or use of the App. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. Except as otherwise stated in these Terms of Use, if any provision of these Terms of Use is found by a court of competent jurisdiction or arbitrator to be invalid or exceed the

scope of lawful authority, the parties nevertheless agree that the court or arbitrator shall endeavor to give effect to the parties' intentions as reflected in the provision to the maximum extent available in the jurisdiction in which enforcement is available, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use and Privacy Policy are for convenience of reference only and have no legal or contractual effect. The word "including" means "including without limitation" unless otherwise expressly indicated.

XIII. Dispute Resolution

Mandatory arbitration. Please read this carefully. It affects user's rights. You and MDView Management, LLC and each of our legal representatives, heirs, estates, successors, and permitted assigns agree to arbitration (except for matters that may be taken to small claims court), as the exclusive form of dispute resolution except as provided for below, for all disputes and claims arising out of or relating to this agreement. 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. Please visit www.adr.org for more information about arbitration. No arbitration is required for equitable relief sought by us.

Commencing arbitration. A party seeking arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a "notice"), or, in the absence of a mailing address provided by user, to user via any other method available to user, including via email and text message. The notice to MDView Management, LLC should be addressed by e-mail to support@mdview.com with a copy by mail to 5846 South Flamingo Road, Suite 253, Cooper City, FL 33330 Attn: MDView Management. The notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the "demand"). If the claim is not resolved within 30 days after the notice is received, then user or MDView Management, LLC may commence an arbitration proceeding as set forth below or file a claim in small claims court. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its commercial arbitration rules and the supplementary procedures for consumer related disputes (the "rules"), as modified by this agreement. The rules and AAA forms are available at www.adr.org.

Arbitration proceeding. The arbitration will be in English. A single independent and impartial arbitrator with his or her primary place of business in Broward County, Florida will be appointed pursuant to the rules, as modified herein. The following rules will apply: (a) the arbitration will be conducted by telephone, online, or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (b) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

No class actions. User may bring claims (including actions in equity) against us only in their individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the arbitrator may not consolidate proceedings brought by user with more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found to be unenforceable, then this entire mandatory arbitration section will be null and void at MDView Management, LLC's option.

Decision of the arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this deadline by 30 days in the interests of

justice. Arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the award. The award will be in writing and will include a statement setting forth the reasons for the claim's disposition. The arbitrator will apply Florida State law during the arbitration. To the extent these terms and user's use of the service evidence a transaction involving interstate commerce, the United States federal arbitration act will govern the interpretation, enforcement, and proceedings pursuant to the mandatory arbitration clause in these terms of use/terms and conditions.

Equitable relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which MDView Management, LLC seeks equitable relief of any kind, which are cumulative and not exclusive of other rights and remedies at law and in equity and which will not require the posting of bond, and notwithstanding anything herein to the contrary whatsoever, MDView Management, LLC may seek equitable relief and associated remedies at law in any jurisdiction and venue in which such relief is desired.

Claims; Time Bar. Notwithstanding any other rights a party may have under law or equity, any cause of action a user may have arising out of or related to this agreement by you against us must commence within one (1) year after the cause of action accrues. Otherwise, the cause of action is permanently barred.

Improperly filed claims. All claims user brings against MDView Management, LLC must be resolved in accordance with this section. All claims filed or brought contrary to this section will be considered improperly filed. Should user file a claim contrary to this section, MDView Management, LLC may recover attorneys' fees and costs up to $10,000, provided that MDView Management, LLC has notified user in writing of the improperly filed claim, and user has failed to promptly withdraw the claim.

Enforceability. If the arbitration provisions of this section or the entirety of this section (excluding this paragraph) is found to be unenforceable, then, at MDView Management, LLC's sole option, the entirety of this section will be null and void (excluding this paragraph) and, in which case, the exclusive jurisdiction and venue of Broward County in the State of Florida will govern any action arising out of or related to this agreement other than equitable action and associated remedies at law sought by MDView Management, LLC. Any other provisions of this agreement which are invalid in their entirety are severable.

XIV. Governing Law; Choice of Forum.

The laws of the State of Florida, excluding its conflicts of law rules, govern these Terms of Use and your use of the App. Your use of the App may also be subject to other local, state, national, or international laws; provided, however, that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any provision of these Terms of Use. To the extent that any action relating to any dispute hereunder is required to be brought in a court of law, subject to the exceptions stated herein, it will be subject to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida and you hereby irrevocably submit to personal jurisdiction, and waive any defense of inconvenient forum.

This website and its contents are intended to comply with the laws and regulations of the United States. Although the

information on this website is accessible to users outside of the United States, the information on the website pertaining to MDView Management, LLC information, services and products or other products is intended for use only by residents of the United States. Other countries may have laws, rules and regulatory requirements that differ from those in the United States. MDView Management, LLC makes no representation that materials on its website are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws. MDView Management, LLC reserves the right to limit provision of our products or services to any person, entity, geographic region or jurisdiction and/or to limit the quantities of any products or services we provide. Any offer for any product or service made on this website is void where prohibited.