

GoldCare Telemed Terms of Use

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Use of the Site.

GoldCare Telemed (“**GoldCare Telemed**”, “**we**”, “**us**”, or “**our**”) operates the website located at <http://www.goldcaretelemed.com/> and other related websites and mobile applications with links to these Terms of Use (collectively, the “**Site**”). We offer online telehealth services enabling our members (“**Members**”) to report their health history and engage healthcare professionals (“**Healthcare Professionals**”) to obtain medical and healthcare services (“**Services**”). By accessing and using the Site, you agree to be bound by these Terms of Use and all other terms and policies that appear on the Site. If you do not wish to be bound by any of these Terms of Use, you may not use the Site or the Services.

Healthcare Services.

The Healthcare Professionals who deliver Services through GoldCare Telemed are independent professionals practicing within a group of independently owned professional practices collectively known as “**GoldCare Telemed Professionals**”. GoldCare Telemed does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by Healthcare Professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither GoldCare Telemed nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice you obtain from a Healthcare Professional via the Services.

Site Content.

None of the Site content (other than information you receive from Healthcare Professionals) should be considered medical advice or an endorsement, representation, or warranty that any particular medication or treatment is safe, appropriate, or effective for you.

User Accounts.

When you register on the Site, you are required to create an account (“**Account**”) by entering your name, email address, password and certain other information collected by GoldCare Telemed (collectively “**Account Information**”). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Services. You agree that the Account Information that you provide to us

at all times, including during registration and in any information you upload to the Site, will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone, or create more than one Account (with the exception of subaccounts established for children of whom you are the parent or legal guardian). You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. GoldCare Telemed reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account Information. In no event and under no circumstances shall GoldCare Telemed be held liable to you for any liabilities or damages resulting from or arising out of your use of the Site, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else's account at any time.

Use of the Services by Children.

The Services are available for use by children but children are not authorized to become Members and may not use the Services without the supervision of a parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

Access Rights.

We hereby grant to you a limited, non-exclusive, nontransferable right to access the Site and use the Services solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us ("**Access Rights**"). We reserve the right, in our sole discretion, to deny or suspend use of the Site or Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Site or Services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Site or Services; (d) distribute viruses or other harmful computer code through the Site; or (e) otherwise use the Services or Site in any manner that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with Healthcare Professionals through the Site and to refrain from contacting Healthcare Professionals for telehealth services outside of the Site. GoldCare Telemed is not responsible for any interactions with Healthcare Professionals that are not conducted through the Site. We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.

Fees and Purchase Terms.

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing GoldCare Telemed with your credit card number or PayPal or Venmo account and associated payment information, you agree that GoldCare Telemed is authorized to immediately invoice your account for all fees and charges due and payable to GoldCare Telemed hereunder and that no additional notice or consent is required. If your health plan, employer or agency has arranged with GoldCare Telemed to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with GoldCare Telemed, that fee adjustment will be reflected in the fee that you are ultimately charged. Please check with your employer, health plan or agency to determine if any Services will be reimbursed.

If you do not have insurance coverage for Services, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses. GoldCare Telemed offers no guarantee that you shall receive any such reimbursement. GoldCare Telemed reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use. **You understand and agree that for Services provided on an appointment basis, you will be responsible for a missed appointment fee equal to all or a portion of the fees you and your insurer or other payor would have paid for the scheduled services if you do not cancel a scheduled appointment at least 24 hours in advance, unless we notify you in writing that a shorter cancellation window applies.**

Termination.

You may deactivate your Account and end your registration at any time, for any reason by sending an email to careteam@goldcaretelemed.com. GoldCare Telemed may suspend or terminate your use of the Site, your Account and/or registration for any reason at any time. Subject to applicable law, GoldCare Telemed reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, GoldCare Telemed will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Healthcare Professionals are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

Right to Modify.

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

DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE SITE OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOLDCARE TELEMED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION.

LIMITATION OF LIABILITY.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL GOLDCARE TELEMED, GOLDCARE TELEMED PROFESSIONALS OR THEIR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Indemnification.

You agree to indemnify, defend and hold harmless GoldCare Telemed, GoldCare Telemed Professionals and their officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal and accounting fees (“**Claims**”), resulting from, or alleged to result from, your violation of these Terms of Use.

Geographical Restrictions.

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

Disclosures.

All Health Professionals performing licensed clinical services on the Site hold the professional licenses issued by the professional licensing boards or agencies in the states where they practice. All physicians and psychologists hold advanced degrees in either medicine or psychology and have undergone postgraduate training. You can report a complaint relating to the care provided by a Healthcare Professional by contacting the professional licensing board in the state where the care was received. In a professional relationship, sexual intimacy is never appropriate and should be reported to the board or agency that licenses, registers, or certifies the licensee.

You can find the contact information for each of the state professional licensing boards governing medicine on the Federation of State Medical Boards website at <http://www.fsmb.org/state-medical-boards/contacts> and governing psychology on the Association of State and Provincial Psychology Boards website at <http://www.asppb.net/?page=BdContactNewPG>.

Any clinical records created as a result of your use of the Services will be securely maintained by GoldCare Telemed on behalf of GoldCare Telemed Professionals for a period that is no less than the minimum number of years such records are required to be maintained under state and federal law, which is typically at least six years.

Website Links.

WE WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, NOR FOR YOUR USE OF SUCH INFORMATION, SOFTWARE OR LINKS, NOR FOR THE ACTS OR OMISSIONS OF ANY SUCH WEBSITES OR THEIR RESPECTIVE OPERATORS.

Ownership.

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by GoldCare Telemed, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site except as generally and ordinarily permitted through the Site according to these Terms of Use. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

Trademarks.

Certain of the names, logos, and other materials displayed on the Site or in the Services may constitute trademarks, trade names, service marks or logos ("**Marks**") of GoldCare Telemed or other entities. You are not authorized to use any such Marks without the express written permission of GoldCare Telemed. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

Privacy and Communications.

GoldCare Telemed is required to comply with federal healthcare privacy and security laws and maintain safeguards to protect the security of your health information. Additionally, the information you provide to your Healthcare Professional during a medical consultation or therapy session is legally confidential, except for certain legal exceptions as more fully described in our Privacy Policy. We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Privacy Policy.

As part of providing you with the Services, we may need to provide you with certain communications such as appointment reminders, service announcements, privacy notices, administrative messages and other communications about the Services (“**Communications**”). These Communications are considered part of the Services and your Account.

You understand that by checking the “agree” box for these Terms of Use and/or any other forms presented to you on the Site you are agreeing to these Terms of Use and that such action constitutes a legal signature. You agree that we may send to you Communications through electronic means including but not limited to: (1) by email, using the address that you provided to us during registration, (2) short messaging service (“**SMS**”) text message to the mobile number you provided us during registration (“**SMS Messages**”), (3) push notifications on your tablet or mobile device, or (4) by posting Communications on the Site. The delivery of any Communications from us is effective when sent by us, regardless of whether you read the Communication. You can withdraw your consent to receive Communications by deactivating your Account. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and GoldCare Telemed. GoldCare Telemed cannot ensure the security or confidentiality of messages sent by email. Information relating to your care, including clinical notes and medical records, are stored on secure, encrypted servers maintained by GoldCare Telemed.

[SMS Messages Terms and Conditions](#)

The number of SMS Messages we send as part of our Communications will depend on the frequency of your use of the Services. You can stop receiving SMS Messages at any time by texting “**STOP**” to the number associated with our account.. If you send the message “**STOP**” to us, we will send you a reply message to confirm that you have been unsubscribed from SMS Messages. After this, you will no longer receive SMS Messages from us. If you text “**HELP**” to us, we will reply with instructions on how to receive SMS Messages as well as how to unsubscribe from SMS Messages.

Participating Carriers

AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch

(Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

T-Mobile is not liable for delayed or undelivered messages.

Message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

Miscellaneous.

These Terms of Use and your use of the Site shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. ANY DISPUTE ARISING UNDER OR RELATING IN ANY WAY TO THESE TERMS OF USE WILL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION IN SAN FRANCISCO, 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. ALL CLAIMS, WHETHER IN ARBITRATION OR OTHERWISE, MUST BE BROUGHT SOLELY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in San Francisco, California, for any action related to these Terms of Use.

No waiver by GoldCare Telemed of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of GoldCare Telemed to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

GoldCare Telemed devotes considerable effort to optimizing signal strength and diagnosis deficiencies but is not responsible for the internet or data bandwidth and signal of your mobile device.

The Digital Millennium Copyright Act of 1998 (the "**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 the 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 Website, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, GoldCare Telemed 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 GoldCare Telemed, 275 Battery Street, Suite 650, San Francisco, CA 94111.

Please send any questions or report any violations of these Terms of Use to careteam@goldcaretelemed.com