

WITHmyDOC

Provider Terms of Service

YOU SHOULD CAREFULLY READ THE LINKED TERMS AND CONDITIONS (“TERMS”) AND THE WITHMYDOC, INC. (“US”, “WE”, OR “WITHMYDOC”) [PRIVACY POLICY](#) (“PRIVACY POLICY”) BEFORE USING THE WITHMYDOC PROVIDER WEB PORTAL (“WEB PORTAL”) AND ALL OF ITS CONTENT AND FUNCTIONALITY (COLLECTIVELY, THE “SERVICES”). BY CREATING AN ACCOUNT AND USING THE WEB PORTAL, YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT LOG ON OR USE THE WEB PORTAL.

By continuing to use the Services, You agree as follows:

- Any information that We collect through Your use of the Web Portal is subject to the [Privacy Policy](#), which is part of these Terms;
- You are licensed to provide virtual healthcare services through the Services;
- You understand and agree that these Terms are a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Web Portal in a manner consistent with applicable laws and regulations and these Terms, as they may be amended by WITHmyDOC from time to time; and
- You understand, accept, and have received these Terms and the Privacy Policy, and acknowledge that You can access the Terms at any time at https://wmdrpmer-my.sharepoint.com/:b:/g/personal/rdelarosa_withmydoc_com/Edm9foT1GZFLj2wxHxDSs6YBA0-leg67gLFfSOhUpWwBLQ?e=bc6ELO and the Privacy Policy at any time at https://wmdrpmer-my.sharepoint.com/:b:/g/personal/rdelarosa_withmydoc_com/Eb-5qkqli-5PoVLNIA63QvcBe60AKG1rV-nx14nePS5YA?e=5O2bh5.

IF YOU DO NOT AGREE WITH AND ACCEPT THE TERMS AND/OR PRIVACY POLICY, **DO NOT LOG INTO THE WEB PORTAL AND IMMEDIATELY DELETE ALL FILES**, IF ANY, ASSOCIATED WITH THE ACCOMPANYING SERVICES AND MATERIALS FROM YOUR COMPUTER AND/OR MOBILE DEVICE.

ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION OF THE TERMS, YOU AGREE THAT DISPUTES BETWEEN YOU AND WITHMYDOC WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BY CONTINUING TO USE THE WEB PORTAL, AND UNLESS YOU OPT-OUT, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT-OUT

OF THE ARBITRATION AGREEMENT BY PROVIDING WRITTEN NOTICE TO WITHMYDOC WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

Effective: October 2019

Last Updated: September 8, 2020

These Terms of Service ("Terms of Service" or "Terms") are a legal contract between you ("You/Your" or "User") and WITHmyDOC ("Us", "We", or "WITHmyDOC"), creators of the WITHmyDOC provider Web Portal (the "Web Portal"), and govern Your use of the Web Portal, and all of its content and functionality (collectively, the "Services"). These Terms apply to individuals accessing the Web Portal. By accepting these Terms of Service and using the Web Portal, You acknowledge that You have read, understand, and agree to these Terms and our ("Our") [Privacy Policy](#). Any capitalized terms not defined in these Terms are defined in the Privacy Policy.

What Is The Provider Web Portal?

Section 1

The Web Portal is intended to provide a convenient platform for providers to use to proactively track and analyze their patients' health condition(s) through pertinent health data collected via remote monitoring devices worn/used by their patients. **It is not intended for use by healthcare providers or patients for continuous patient monitoring in such a way that would allow immediate clinical action in an emergency situation.**

You may access and use the Web Portal only in accordance with these Terms, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as Our [Privacy Policy](#).

What Does WITHmyDOC NOT Provide?

Section 2

We do NOT guide medical decision-making

THE WEB PORTAL CANNOT AND IS NOT DESIGNED, INTENDED, OR APPROPRIATE TO REPLACE OR SUBSTANTIVELY IMPACT YOUR CLINICIAN-PATIENT RELATIONSHIP WITH OTHER USERS OR TO ADDRESS SERIOUS, EMERGENT, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.

We do NOT provide insurance billing services or guarantees

While We provide a convenient platform for You to track information that may allow You to provide certain services that may or may not be reimbursable by federal or state health insurance

payors, We are not billing experts and any information provided to You with respect to billing is for informational purposes only and should not be relied upon or construed to guarantee reimbursement of any services.

Who Is Eligible To Use The Services?

Section 3

You must register to create an account (“User Account”) and become a “Registered User” to use the Services. To register, You must create a username and provide Your name, Your email address, and other information specified in the registration form (“Registration Data”). You may change or correct information in Your account by contacting WITHmyDOC by completing this [contact form](#). You agree not to register for a User Account on behalf of an individual other than Yourself unless You are legally authorized to bind such person to these Terms. By registering another person, You hereby represent that You are legally authorized to do so.

By registering for an account and using the Services, **You represent and warrant:**

1. That You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law;
2. Your Registration Data is true, accurate, current, and complete;
3. You will update Your Registration Data as needed to maintain its accuracy;
4. You are licensed to provide virtual healthcare services through the Services;
5. You are authorized to create a User Account (either for Yourself or another person);
6. You are not located in a country that is subject to a U.S. Government embargo or that is designated by the U.S. Government as a “terrorist supporting” country, and You are not listed on any U.S. Government list of prohibited or restricted parties; and
7. You are legally authorized to view information stored in the Web Portal.

NOTE: THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE SERVICES WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE SERVICES MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE SERVICES.

THE SERVICES ARE NOT INTENDED FOR EMERGENCY SITUATIONS. IN THE CASE OF AN EMERGENCY WITH A PATIENT, YOU SHOULD CALL 911 OR DIRECT YOUR PATIENT TO CALL 911. IF THE SITUATION IS NOT AN EMERGENCY BUT YOU NEED A PROMPT RESPONSE FROM

WITHMYDOC, EITHER CALL WITHMYDOC DIRECTLY AT [\(786\) 621-2906](tel:(786)621-2906) OR COMPLETE [THIS CONTACT FORM](#).

How Will We Tell You If We Change These Terms?

Section 4

With the exception of the Arbitration Agreement (see “Dispute Resolution” section) included at the end of these Terms, WITHmyDOC reserves the right to change or modify these Terms at any time without prior notice to You. If We materially change or modify these Terms, We will let You know by (1) posting a new version to the Web Portal; and/or (2) sending You a notification to the email address You provided Us in the Registration Data.

If You continue to use the Services after We have let You know that We have made changes, You agree to be bound by the modified Terms. If You do not accept the changes, You should immediately stop using the Services and delete all files associated with the Services on Your computer and/or mobile device.

Who Owns The Services?

Section 5

WITHmyDOC owns the Services, including all content and functionality You access through the Web Portal. Subject to Your compliance with these Terms, WITHmyDOC grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services by accessing the Web Portal on Your personal computer and/or mobile device. THE WEB PORTAL IS FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY. You may not use the Services for any other purpose than what is allowed under these Terms without WITHmyDOC’s express written permission.

You may not use WITHmyDOC’s name, trademarks, service marks, or logos, or those of third parties appearing on the Web Portal in any advertising or publicity or to otherwise indicate WITHmyDOC’s or such third party’s sponsorship or affiliation with any product or service without express written permission from WITHmyDOC or such third party.

You own Your Personal Data (as defined in the Privacy Policy) and any other content You post on or through the Services (collectively, “Content”). As a condition of providing You the Services, You grant to WITHmyDOC a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, worldwide license to use Your Content for the purpose of providing the Services, subject to the restrictions in the [Privacy Policy](#). You also agree to allow WITHmyDOC to de-identify and anonymize Your Content, in accordance with Our [Privacy Policy](#), and to use or disclose such de-identified information for any legal purpose.

App Store & Google Play

Confidential Attorney Work Product

If You downloaded the Web Portal application (“Application”) from the Apple App Store or Google Play (the “App Provider”), by agreeing to this Agreement, You acknowledge that You understand and agree to the following:

1. this Agreement is only between You and WITHmyDOC, and not between You and the App Provider, and only WITHmyDOC is responsible for the Application (not the App Provider);
2. the App Provider has no obligation to furnish any maintenance or support services with respect to the Application;
3. in the event of any failure of the Application to conform to any applicable warranty, (i) You may notify the App Provider and the App Provider will refund the purchase price for the Application to You (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Application, and (iii) any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Our responsibility;
4. the App Provider is not responsible for addressing any claims You have or any claims of any third party relating to the Application or Your possession and use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
5. in the event of any third-party claim that the Application or Your possession and use of the Application infringes that third party’s intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim; and
6. the App Provider, and its subsidiaries, are third party beneficiaries of this Agreement as it relates to Your license of the Application. This means that, upon Your acceptance of this Agreement, the App Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to Your license of the Applications against You.

Apple users only: If You downloaded the Application from the App Store, the license granted to You in this Agreement is non-transferable and is for use of the Applications on any Apple products that You own or control.

What Are You NOT Allowed To Do With The Services?

Section 6

WITHmyDOC imposes certain restrictions on Your use of the Services. While using the Services, You shall not:

Confidential Attorney Work Product

1. provide false, misleading, or inaccurate information to WITHmyDOC or any other user;
2. impersonate, or otherwise misrepresent affiliation, connection, or association with any person or entity;
3. use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Services for any use, including without limitation use on third-party websites;
4. access content or data not intended for You, or log onto a server or account that You are not authorized to access;
5. violate any applicable law or regulation;
6. attempt to probe, scan, or test the vulnerability of the Web Portal or any associated system or network, or breach security or authentication measures without proper authorization;
7. interfere or attempt to interfere with the use of the Services by any other user, host, or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
8. forge any Transmission Control Protocol ("TCP")/Internet Protocol ("IP") packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance, or distribution by means of, the Web Portal;
9. post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes", or any other form of solicitation;
10. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by WITHmyDOC, You, or any other third party (including another user) to protect the Web Portal;
11. attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by WITHmyDOC in providing the Services. Any violation of this section may subject You to civil and/or criminal liability; or
12. encourage or enable any other individual to do any of the above.

WITHmyDOC is not obligated to monitor Your use of the Services, but We may do so to ensure Your compliance with these Terms, and/or to respond to law enforcement or other government agencies if and when We are required to. WITHmyDOC reserves the right to suspend or terminate

Your use of the Services without notice to You if You partake in any of the prohibited uses described above.

Who Protects Your Login Information?

Section 7

The Web Portal is designed to require users to create a username and password to access and use the Web Portal. Your username and password are, collectively, Your “User Credentials.” You are solely responsible for (A) maintaining the strict confidentiality of Your User Credentials; (B) not allowing another person to use Your User Credentials to access the Web Portal; and (C) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Your User Credentials, regardless of whether You were aware of those activities. You agree to immediately notify WITHmyDOC in writing by completing this [contact form](#) of any unauthorized use of Your User Credentials or any other compromise of the security of Your User Account.

WITHMYDOC WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. WITHMYDOC IS NOT AND SHALL NOT BE LIABLE FOR ANY HARM ARISING FROM OR RELATING TO THE THEFT OF YOUR USER CREDENTIALS AND/OR ANY RESULTING ACCESS TO YOUR PERSONAL DATA, YOUR DISCLOSURE OF YOUR USER CREDENTIALS, OR THE USE OF YOUR USER CREDENTIALS BY ANOTHER PERSON OR ENTITY REGARDLESS OF WHETHER YOU WERE AWARE OF SUCH USE.

You may be held liable for any losses incurred by WITHmyDOC, its affiliates, officers, directors, employees, consultants, agents, and/or its representatives (“Related Parties”) due to someone else’s use of Your account or password, regardless of whether You were aware of such use.

How Does WITHmyDOC Protect Your Privacy?

Section 8

WITHmyDOC respects the information You provide to us. Please see our [Privacy Policy](#) for an explanation of the information that We collect from You and how We use Your information that is NOT subject to the Health Insurance Portability and Accountability Act (“HIPAA”), which is the primary federal law governing the privacy of health information. By accessing or using the Services, or by downloading or uploading any content from or through the Services, You acknowledge and agree to the provisions of the [Privacy Policy](#) and affirm that the [Privacy Policy](#) is a part of these terms.

By using the Services and accepting these Terms, You acknowledge that WITHmyDOC may share Your Personal Data with other users, including with third parties as described in [the Privacy Policy](#), and will seek Your consent before doing so where required by law.

We are not responsible for nor liable to You or any third party for a third party's treatment of Personal Data, including any collection, use, disclosure, storage, loss, theft or misuse of Personal Data, whether or not such treatment violates applicable law.

EU Citizens and GDPR: Please see our [Privacy Policy](#) for specific information regarding Your rights under GDPR and WITHmyDOC's commitment to protecting those rights.

Computer Equipment and Internet Access

Section 9

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "Systems") necessary for You to access and use the Services. This includes, without limitation, obtaining Internet services, using up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

How Can You Opt-Out Of Receiving Emails From WITHmyDOC?

Section 10

In using the Services, You may receive periodic email communications and information regarding the Services that You cannot opt out of receiving. You may also receive periodic promotions and other offers or materials We believe might be of interest to You. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each newsletter; or (b) changing the Communications Preferences in Settings.

Third Parties and Third-Party Sites

Section 11

Certain areas or features of the Services may allow You to access websites or applications that are not WITHmyDOC websites or applications (collectively, "Third-Party Sites"). You acknowledge and agree that the Third-Party Sites may have different privacy policies, terms of service, user guides and/or business practices (collectively, "Third-Party Rules") than WITHmyDOC, and that Your use of such Third-Party Sites is governed exclusively by the respective Third-Party Rules. WITHmyDOC provides links to Third-Party Sites to You as a convenience, and We do not verify, make any representations, or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality, or completeness of the content, application, links displayed, and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT WITHMYDOC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, APPLICATION, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference in the Web Portal to any product, service, publication, institution, organization of any third-party entity, or individual does not constitute or imply WITHmyDOC's endorsement or recommendation.

Your Representations and Warranties

Section 12

You represent and warrant that Your use of the Services will be in accordance with these Terms and all applicable laws, regulations, rules, and WITHmyDOC policies and procedures. Specifically, **YOU REPRESENT AND WARRANT THAT YOU ARE LEGALLY AUTHORIZED TO SHARE PERSONAL DATA (BELONGING TO YOURSELF OR OTHERS ON WHOSE BEHALF YOU ARE SUBMITTING SUCH PERSONAL DATA) WITH US.**

Warranty Disclaimers & Limitation of Liability

Section 13

NO WARRANTIES

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WITHMYDOC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHMYDOC MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WITHMYDOC MAKES NO WARRANTY REGARDING THE QUALITY OF THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WITHMYDOC OR THROUGH THE SERVICES OR MATERIALS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS THROUGH AND INTERACTIONS WITH THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, PATIENTS AND OTHER AUTHORIZED THIRD PARTIES.

WITHMYDOC CANNOT ALWAYS FORESEE OR ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES THAT MAY RESULT IN FAILURE TO OBTAIN DATA OR LOSS OF DATA, PERSONALIZATION SETTINGS, OR OTHER SERVICE INTERRUPTIONS. WITHMYDOC CANNOT ASSUME RESPONSIBILITY FOR THE TIMELINESS, ACCURACY, DELETION, NON-DELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS, OR PERSONALIZATION SETTINGS. IT IS YOUR RESPONSIBILITY TO BACKUP ANY INFORMATION YOU ENTER INTO THE WEB PORTAL.

YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGE

YOU AGREE THAT YOUR USE OF THE WEB PORTAL IS AT YOUR SOLE RISK. YOU WILL NOT HOLD WITHMYDOC OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER WITHMYDOC NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, MAINTAINING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR APPLICATIONS, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WITHMYDOC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN MEETING ITS ESSENTIAL PURPOSE.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR THESE TERMS, YOUR ONLY REMEDY IS TO DISCONTINUE USING THE SERVICES. WITHMYDOC IS NOT LIABLE TO YOU OR ANY PERSON FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON INFORMATION INCLUDED IN THE SERVICES. WITHMYDOC IS NOT LIABLE TO ANY USER OR PERSON FOR ANY HARM CAUSED BY YOUR NEGLIGENCE OR MISCONDUCT, WHETHER OR NOT RELYING UPON INFORMATION COLLECTED, GENERATED, OR STORED VIA THE SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, WITHMYDOC'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00. ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT FROM WHICH THE CLAIM AROSE.

Indemnification

Section 14

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WITHMYDOC, ITS CLIENTS, AND ITS SUPPLIERS AND THEIR RESPECTIVE RELATED PARTIES FROM ANY LIABILITY, LOSS, CLAIM, SUIT, DAMAGE, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF SERVICES, YOUR VIOLATION OF THESE TERMS OR ANY NEGLIGENT OR WRONGFUL CONDUCT BY YOU OR RELATED TO YOUR ACCOUNT BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICES THROUGH YOUR ACCOUNT, REGARDLESS OF WHETHER YOU WERE AWARE OF SUCH USE.

How Can You Provide Us With Feedback?

Section 15

We welcome and encourage You to provide feedback, comments, and suggestions for improvements to the Services (“Feedback”). You may submit Feedback by completing this [contact form](#). You acknowledge and agree that if You submit any Feedback to Us, You hereby grant to Us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that You own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

How Can Your Account Be Terminated?

Section 16

If You breach any of these Terms, We may suspend or disable Your account or terminate Your access to the Services without prior notice to You. There may be other instances where We may need to terminate Your access to the Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the Services and materials at any time, with or without cause.

If You wish to terminate Your account, please contact WITHmyDOC by completing this [contact form](#), immediately discontinue Your use of the Services, and delete all files associated with the Services from Your computer and/or mobile device.

Dispute Resolution

Section 17

You agree that any dispute between You and WITHmyDOC arising out of or relating to these Terms will be governed by the dispute resolution procedure outlined below. We want to address Your concerns without needing a formal legal case, so We have included a tiered dispute resolution process. This Dispute Resolution/Arbitration Agreement section may be modified by written agreement between You and WITHmyDOC.

Confidential Attorney Work Product

Before filing a claim against WITHmyDOC, You agree to try to resolve the dispute informally by completing this [contact form](#). We will try to resolve the dispute informally by contacting You through email. If a dispute is not resolved within 15 days after submission, You may bring a formal proceeding, as outlined below.

In the event of any controversy or claim arising out of or relating to these Terms or a breach of these Terms, You must first attempt to settle the dispute with non-binding mediation through the American Health Lawyers Association (“AHLA”).

You shall, in writing, join WITHmyDOC in a joint demand for mediation and afterward jointly select a suitable mediator from the AHLA roster. If You and WITHmyDOC cannot agree upon a mediator, the AHLA shall designate one. The mediation will be conducted according to the AHLA’s Agreement to Mediate. The findings, conclusions, and recommendations of the mediator shall be non-binding, confidential, and inadmissible in arbitration or any other subsequent proceeding. Either You or WITHmyDOC shall have the right to bypass mediation and/or reject the Mediator’s findings, conclusions, and recommendations. In which event, all claims and disputes shall be exclusively, fully, and finally resolved using binding arbitration through the AHLA. You and WITHmyDOC agree to employ three (3) arbitrators (the “Panel”), where one (1) arbitrator is selected by You, one (1) is selected by WITHmyDOC, and the third (3rd) is selected by mutual consent of You and WITHmyDOC. If You and WITHmyDOC cannot agree upon the third arbitrator, the first two (2) arbitrators chosen shall select the third arbitrator. The selection decision shall be binding.

The arbitration shall be conducted by telephone, online, and/or be solely based on written submissions—the specific manner to be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the Panel may be entered in any court of competent jurisdiction.

You and WITHmyDOC shall each pay 50% of all mediator and/or arbitrator costs, expenses, and fees incurred in connection with mediating and/or arbitrating under these Terms.

Any claim or dispute arising under these Terms must be initiated for mediation and/or arbitration within two (2) years from its accrual date. Any claim or dispute initiated two (2) years or longer from its accrual date shall be time-barred and dismissed.

Exceptions to Agreement to Arbitrate: WITHmyDOC may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in the informal dispute-resolution process described above.

YOU MAY ONLY RESOLVE DISPUTES WITH WITHMYDOC ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR

REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER THESE TERMS OF SERVICE.

Notwithstanding the above, You can decline or “opt out” of the alternative dispute resolution process described above by completing this [contact form](#) within 30 days of first accepting these Terms and stating that You (first and last name) decline this dispute resolution process.

YOU UNDERSTAND AND AGREE THAT, BY NOT OPTING-OUT OF THE ALTERNATIVE DISPUTE RESOLUTION PROCESS DESCRIBED, YOU WAIVE ANY RIGHT TO JURY TRIAL TO WHICH YOU MAY OTHERWISE BE ENTITLED IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE.

If You opt-out of the dispute resolution process described in this section, or if any matter is otherwise determined not to be subject to such dispute resolution process, You hereby submit to the exclusive jurisdiction of any state or federal court sitting in the State of Florida within twenty-five (25) miles of Davie, Florida in any legal proceeding arising out of or relating to these Terms. You agree that any and all claims and matters arising out of these Terms, unless subject to the dispute resolution process described above, may be heard and determined in any such court, and You hereby waive any right to object to such filing on grounds of improper venue, forum non-conveniens, or other venue-related grounds, unless such objection asserts that the claim or matter in dispute is subject to determination through the dispute resolution process described above.

General Contract Terms

Section 18

These Terms, the Privacy Policy, and any other terms incorporated herein by reference, constitute the entire and exclusive understanding and agreement between WITHmyDOC and You regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between WITHmyDOC and You regarding the Services.

GOVERNING LAW

These Terms shall be governed by the laws of the State of Florida without reference to its conflict of laws provisions.

ASSIGNMENT

You may not assign or transfer these Terms, by operation of law or otherwise, without WITHmyDOC's prior written consent. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. WITHmyDOC may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

NOTICES

Confidential Attorney Work Product

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by WITHmyDOC via email (in each case to the address that You provide); and/or (ii) by posting to the Web Portal. For notices made by email, the notice will be effective as of the date the notice is first transmitted.

GENERAL

The failure of WITHmyDOC to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of WITHmyDOC. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If, for any reason, a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

CONTACTING WITHmyDOC

Please feel free to contact Us if You have any questions about the Terms of Service and/or any other documents referenced herein. You may contact Us by completing this [contact form](#), or by contacting Us at Our mailing address:

WITHmyDOC
4111 SW 47th Avenue, #319
Davie, FL, 33314

PRIVACY COMPLIANCE OFFICER:

WITHmyDOC
Attn: Privacy Compliance Officer
4111 SW 47th Avenue, #319
Davie, FL, 33314
United States