



## CLOUD PLATFORM SERVICES TERMS AND CONDITIONS

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

- Any information that We collect through Customer's use of the Solution is subject to the Privacy Policy, which is part of these Terms;
- Customer is licensed to provide virtual healthcare services through the Services;
- Customer understands and agrees that these Terms are a legally binding agreement and the equivalent of a signed, written contract;
- Customer will use the Solution in a manner consistent with applicable laws and regulations and these Terms, as they may be amended by WITHmyDOC from time to time; and

IF CUSTOMER DOES NOT AGREE WITH AND ACCEPT THE TERMS AND/OR PRIVACY POLICY, **DO NOT LOG INTO THE SOLUTION AND IMMEDIATELY DELETE ALL FILES**, IF ANY, ASSOCIATED WITH THE ACCOMPANYING SERVICES AND MATERIALS FROM CUSTOMER'S COMPUTER AND/OR MOBILE DEVICE.

**ARBITRATION NOTICE:** EXCEPT IF CUSTOMER OPTS-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION OF THE TERMS, CUSTOMER AGREES THAT DISPUTES BETWEEN CUSTOMER AND WITHMYDOC WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BY CONTINUING TO USE THE SOLUTION, AND UNLESS CUSTOMER OPTS-OUT, CUSTOMER WAIVES CUSTOMER'S RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. CUSTOMER CAN OPT-OUT OF THE ARBITRATION AGREEMENT BY PROVIDING WRITTEN NOTICE TO WITHMYDOC WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

**These Terms and Conditions ("Terms") are a legal contract between Customer ("Customer" or "User") and WITHmyDOC ("Us", "We", or "WITHmyDOC")**, creators of the WITHmyDOC provider Solution (the "Solution"), and govern Customer's use of the Solution, and all of its content and functionality (collectively, the "Services"). These Terms apply to individuals accessing the Solution. By accepting these Terms and using the Solution, Customer acknowledge that Customer 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 Solution?

#### Section 1

The Solution 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.**

Customer may access and use the Solution only in accordance with these Terms, and Customer agrees 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 SOLUTION CANNOT AND IS NOT DESIGNED, INTENDED, OR APPROPRIATE TO REPLACE OR SUBSTANTIVELY IMPACT CUSTOMERS 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 Customers to track information that may allow Customers 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 Customers 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

Customer may allow individual users that are either employed or affiliated with the customer but each individual user must register to create an account (“User Account”) and become a “Registered User” to use the Services. To register, Customer must create a username and provide Registered User name, Registered User email address, and other information specified in the registration form (“Registration Data”). Customer may change or correct information in Customer account by contacting WITHmyDOC by emailing [info@withmydoc.com](mailto:info@withmydoc.com)

Customer agrees not to register for a User Account on behalf of an individual unless Customer are legally authorized to bind such person to these Terms. By registering another person, Customer hereby represent that Customer are legally authorized to do so.

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

1. That Customer is at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law;
2. Customer Registration Data is true, accurate, current, and complete;
3. Customer will update Customer Registration Data as needed to maintain its accuracy;
4. Customer are licensed to provide virtual healthcare services through the Services;
5. Customer are authorized to create a User Account (either for Customer or another person);

6. Customer is 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 Customer are not listed on any U.S. Government list of prohibited or restricted parties; and
7. Customer is legally authorized to view information stored in the Solution.

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

THE SERVICES ARE NOT INTENDED FOR EMERGENCY SITUATIONS. IN THE CASE OF AN EMERGENCY WITH A PATIENT, CUSTOMER SHOULD CALL 911 OR DIRECT CUSTOMER PATIENT TO CALL 911. IF THE SITUATION IS NOT AN EMERGENCY BUT CUSTOMER NEED A PROMPT RESPONSE FROM WITHMYDOC, EITHER CALL WITHMYDOC DIRECTLY AT [\(786\) 621-2906](tel:7866212906) OR COMPLETE BY EMAILING [INFO@WITHMYDOC.COM](mailto:INFO@WITHMYDOC.COM)

## How Will We Tell Customer 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 Customer. If We materially change or modify these Terms, We will let Customer know by (1) posting a new version to the Solution; and/or (2) sending Customer a notification to the email address Customer provided Us in the Registration Data.

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

## Who Owns The Services?

### Section 5

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

Customer may not use WITHmyDOC’s name, trademarks, service marks, or logos, or those of third parties appearing on the Solution 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.

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

### **App Store & Google Play**

If Customer downloaded the Solution application ("Application") from the Apple App Store or Google Play (the "App Provider"), by agreeing to this Agreement, Customer acknowledges that Customer understands and agrees to the following:

1. this Agreement is only between Customer and WITHmyDOC, and not between Customer 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) Customer may notify the App Provider and the App Provider will refund the purchase price for the Application to Customer (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 Customer have or any claims of any third party relating to the Application or Customer 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 Customer 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 Customer license of the Application. This means that, upon Customer 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 Customer license of the Applications against Customer.

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

## What Are Customers NOT Allowed To Do With The Services?

### Section 6

WITHmyDOC imposes certain restrictions on Customer's use of the Services. While using the Services, Customer shall not:

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 Customer, or log onto a server or account that Customer are not authorized to access;
5. violate any applicable law or regulation;
6. attempt to probe, scan, or test the vulnerability of the Solution 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 Solution;
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, Customer, or any other third party (including another user) to protect the Solution;
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 Customer 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 Customer use of the Services, but We may do so to ensure Customer 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 Customer use of the Services without notice to Customer if Customer partake in any of the prohibited uses described above.

## Who Protects Customer Login Information?

### Section 7

The Solution is designed to require users to create a username and password to access and use the Solution. Customer username and password are, collectively, Customer “User Credentials.” Customer are solely responsible for (A) maintaining the strict confidentiality of Customer User Credentials; (B) not allowing another person to use Customer User Credentials to access the Solution; and (C) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Customer User Credentials, regardless of whether Customer were aware of those activities. Customer agrees to immediately notify WITHmyDOC in writing emailing [info@withmydoc.com](mailto:info@withmydoc.com) of any unauthorized use of Customer User Credentials or any other compromise of the security of Customer User Account.

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

Customer 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 Customer account or password, regardless of whether Customer were aware of such use.

## How Does WITHmyDOC Protect Customer Privacy?

### Section 8

WITHmyDOC respects the information Customer provide to us. Please see our [Privacy Policy](#) for an explanation of the information that We collect from Customer and how We use Customer 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, Customer 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, Customer acknowledge that WITHmyDOC may share Customer Personal Data with other users, including with third parties as described in [the Privacy Policy](#), and will seek Customer consent before doing so where required by law.

We are not responsible for nor liable to Customer 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 Customer rights under GDPR and WITHmyDOC’s commitment to protecting those rights.

## Computer Equipment and Internet Access

### Section 9

Customer are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "Systems") necessary for Customer 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. Customer 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 Customer Systems.

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

## How Can Customer Opt-Out Of Receiving Emails From WITHmyDOC?

### Section 10

In using the Services, Customer may receive periodic email communications and information regarding the Services that Customer cannot opt out of receiving. Customer may also receive periodic promotions and other offers or materials We believe might be of interest to Customer. Customer 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 Customer to access websites or applications that are not WITHmyDOC websites or applications (collectively, "Third-Party Sites"). Customer acknowledge and agree that the Third-Party Sites may have different privacy policies, Terms, user guides and/or business practices (collectively, "Third-Party Rules") than WITHmyDOC, and that Customer use of such Third-Party Sites is governed exclusively by the respective Third-Party Rules. WITHmyDOC provides links to Third-Party Sites to Customer 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.

CUSTOMER 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 CUSTOMER USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference in the Solution to any product, service, publication, institution, organization of any third-party entity, or individual does not constitute or imply WITHmyDOC’s endorsement or recommendation.

## Customer Representations and Warranties

### Section 12

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

CUSTOMER ARE SOLELY RESPONSIBLE FOR ALL OF CUSTOMER COMMUNICATIONS THROUGH AND INTERACTIONS WITH THE SERVICES AND WITH OTHER PERSONS WITH WHOM CUSTOMER COMMUNICATE OR INTERACT AS A RESULT OF CUSTOMER 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 CUSTOMER RESPONSIBILITY TO BACKUP ANY INFORMATION CUSTOMER ENTER INTO THE SOLUTION.

#### **CUSTOMER RESPONSIBILITY FOR OUR LOSS OR DAMAGE**

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

#### **LIMITATION OF LIABILITY**

CUSTOMER ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF CUSTOMER ACCESS TO AND USE OF THE SERVICES REMAINS WITH CUSTOMER. 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 CUSTOMER COMMUNICATE OR INTERACT AS A RESULT OF CUSTOMER 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 CUSTOMER ARE DISSATISFIED WITH THE SERVICES OR THESE TERMS, CUSTOMER ONLY REMEDY IS TO DISCONTINUE USING THE SERVICES.** WITHMYDOC IS NOT LIABLE TO CUSTOMER 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 CUSTOMER 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 CUSTOMER. 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

**CUSTOMER 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 CUSTOMER ACCESS TO OR USE OF SERVICES, CUSTOMER VIOLATION OF THESE TERMS OR ANY NEGLIGENT OR WRONGFUL CONDUCT BY CUSTOMER OR RELATED TO CUSTOMER ACCOUNT BY CUSTOMER OR ANY OTHER PERSON ACCESSING THE SERVICES THROUGH CUSTOMER ACCOUNT, REGARDLESS OF WHETHER CUSTOMER WERE AWARE OF SUCH USE.**

## How Can Customer Provide Us With Feedback?

### Section 15

We welcome and encourage Customer to provide feedback, comments, and suggestions for improvements to the Services ("Feedback"). Customer may submit Feedback by completing this [contact form](#). Customer acknowledges and agrees that if Customer submits any Feedback to Us, Customer hereby grants 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 Customer own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

## How Can Customer Account Be Terminated?

### Section 16

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

If Customer wish to terminate Customer account, please contact WITHmyDOC by emailing [infor@withmydoc.com](mailto:infor@withmydoc.com), immediately discontinue Customer use of the Services, and delete all files associated with the Services from Customer computer and/or mobile device.

## Dispute Resolution

### Section 17

Customer agree that any dispute between Customer and WITHmyDOC arising out of or relating to these Terms will be governed by the dispute resolution procedure outlined below. We want to address Customer 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 Customer and WITHmyDOC.

Before filing a claim against WITHmyDOC, Customer agree to try to resolve the dispute informally by emailing [info@withmydoc.com](mailto:info@withmydoc.com). We will try to resolve the dispute informally by contacting Customer through email. If a dispute is not resolved within 15 days after submission, Customer 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, Customer must first attempt to settle the dispute with non-binding mediation through the American Health Lawyers Association (“AHLA”).

Customer shall, in writing, join WITHmyDOC in a joint demand for mediation and afterward jointly select a suitable mediator from the AHLA roster. If Customer 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 Customer 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. Customer and WITHmyDOC agree to employ three (3) arbitrators (the “Panel”), where one (1) arbitrator is selected by Customer, one (1) is selected by WITHmyDOC, and the third (3rd) is selected by mutual consent of Customer and WITHmyDOC. If Customer 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.

Customer 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.

**CUSTOMER 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.**

**Notwithstanding the above, Customer can decline or “opt out” of the alternative dispute resolution process described above by emailing [info@withmydoc.com](mailto:info@withmydoc.com) within 30 days of first accepting these Terms and stating that Customer (first and last name) decline this dispute resolution process.**

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

If Customer 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, Customer 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. Customer 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 Customer 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 Customer regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between WITHmyDOC and Customer regarding the Services.

## **GOVERNING LAW**

These Terms shall be governed by the laws of the State of Florida and within the jurisdiction of Broward County Florida without reference to its conflict of laws provisions.

## **ASSIGNMENT**

Customer may not assign or transfer these Terms, by operation of law or otherwise, without WITHmyDOC's prior written consent. Any attempt by Customer 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**

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 Customer provide); and/or (ii) by posting to the Solution. 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 Customer have any questions about the Terms and/or any other documents referenced herein. Customer may contact Us by emailing [infor@withmydoc.com](mailto:infor@withmydoc.com) , or by contacting Us at Our mailing address:

WITHmyDOC  
13798 NW 4<sup>th</sup> Street Suite 31`1  
Sunrise, FL 33325

## **PRIVACY COMPLIANCE OFFICER:**

WITHmyDOC  
Attn: Privacy Compliance Officer  
13798 NW 4<sup>th</sup> Street Suite 31`1  
Sunrise, FL 33325  
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