

HelloMD Terms of Use

BY “REGISTERING AN ACCOUNT” WITH HELLOMD,” YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT “REGISTER AN ACCOUNT”, YOU WILL NOT BE ABLE TO USE OR RECEIVE THE BENEFIT OF THE HELLOMD SERVICES. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO “REGISTERS AN ACCOUNT” ON YOUR BEHALF.

This website, located at <https://www.hellomd.com>, and the HelloMD Mobile Applications (collectively, the “Site”), are owned and operated by Ondello, Inc. (d/b/a HelloMD) (and collectively with its subsidiaries, affiliates, successors, and assigns, “HelloMD”, “we,” or “us”).

This Site provides Qualifying Patients¹ with (i) information on licensed physicians, doctors of osteopathy, and health care providers and the services and facilities provided by the same who are subscribers to the HelloMD services (collectively hereafter “Licensed Health Care Provider(s)”), (ii) concierge-type assistance in planning for health care procedures and appointments with Licensed Health Care Providers, especially as it relates to location and geographic-specific information in the area surrounding the Licensed Health Care Provider or facility, (iii) development and gathering of health care records and health care information with retention of the same for use in Licensed Health Care Provider appointments and communications, (iv) administrative support in connection with third-party financing and payment options for Licensed Health Care Provider services and submission of third-party insurance claims for reimbursement of health care expenses when possible, and (v) in certain circumstances, telecommunications support using the Site for direct access to Licensed Health Care Providers and facilities with whom a qualifying patient has an existing Licensed Health Care Provider to patient relationship for communication, consultations, assessments, and ongoing treatment.

This Site also makes available communication forums for the exchange of general wellness information and otherwise between Qualifying Patients, Licensed Health Care Providers, and others. All such communication is at the sole discretion of participants in the forums and HelloMD does not review or confirm any information or content for accuracy or any other purpose. Except for the limited subscription arrangement with Licensed Health Care Providers who subscribe to the HelloMD services, HelloMD has no

¹Qualifying Patients are those individuals who demonstrate to the satisfaction of a licensed physician, doctor of osteopathy, or licensed health care provider (collectively “Licensed Health Care Provider”) that they suffer from the requisite debilitating conditions or are undergoing certain qualifying medical treatments (such as chemotherapy or radiotherapy) as defined and governed by applicable state laws and regulations relating to the use of cannabis for medical treatment of the foregoing in the state in which the Qualifying Patient resides and their Licensed Health Care Provider practices, which state also legalized, decriminalized, and/or allows for the possession and consumption of cannabis for medical use by qualifying patients.

relationship or affiliation with any individual providing content on the Site as part of these communication forums.

**IF YOU HAVE A MEDICAL EMERGENCY,
IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911.**

Your access to and use of the Site are subject to these terms of use (“*Terms of Use*”), as well as all applicable laws and regulations. Please read these Terms of Use carefully. If you do not accept and agree to be bound by any of these Terms of Use, you are not authorized to access or otherwise use the Site or any information or Content contained on the Site, as defined in these Terms of Use. Your access to and use of the Site constitutes your acceptance of and agreement to abide by each of these terms and conditions set forth below. This Site is continually under development, and HelloMD reserves the right to revise or remove any part of these Terms of Use in its sole discretion at any time and without prior notice to you. Any changes to these Terms of Use are effective upon posting to the Site. Unless otherwise indicated, any new Content added to the Site is also subject to these Terms of Use upon posting to the Site. If you disagree with these Terms of Use, your sole remedy is to discontinue your use of the Site. Your continued use after a change has been posted constitutes your acceptance of the changes.

THIS WEBSITE FACILITATES COMMUNICATION AND COORDINATION WITH YOUR LICENSED HEALTH CARE PROVIDER, AND IN CERTAIN CIRCUMSTANCES FACILITATES DIRECT COMMUNICATION WITH THE SAME. IT DOES NOT REPLACE YOUR RELATIONSHIP WITH ANY LICENSED HEALTH CARE PROVIDER OR OTHER HEALTH CARE SERVICE, AND HELLOMD DOES NOT PROVIDE MEDICAL ADVICE, RECOMMENDATIONS OF CANNABIS FOR MEDICAL USE, DISTRIBUTION OF CANNABIS IN ANY FORM WHATSOEVER FOR THE PURPOSE OF MEDICAL TREATMENT OR OTHERWISE, CARE, DIAGNOSIS, OR TREATMENT.

Acceptance of Use and Terms of Use

Cannabis is currently listed as a Schedule I controlled substance pursuant to the federal Controlled Substances Act. Consequently, possession, distribution, cultivation, and manufacture of cannabis are illegal under federal law. Upon acceptance of this Agreement, you represent and warrant that you understand the varied legal risks associated with your use of cannabis for medical treatment, including arrest and prosecution under applicable federal laws. Should any criminal or civil administrative or legal actions be instituted against you for your use or possession of cannabis for medical treatment as recommended by a Licensed Health Care Provider you select through HelloMD, you will not hold HelloMD or any of its Licensed Health Care Providers liable for any loss, injury, or claims of any kind resulting from those actions. You are solely responsible for maintaining a full understanding of the medical cannabis laws in the state in which you reside.

HelloMD does not in any way engage in the cultivation, manufacture, distribution, sale, or online sale of cannabis or any cannabis product for medical use or otherwise. Licensed Health Care Providers subscribing to the Site do not in any way engage in the cultivation, manufacture, distribution, sale, or online sale of cannabis or any cannabis product for medical use or otherwise. Neither HelloMD nor its Licensed Health Care Providers shall assist you at any time or in any way in the procurement of any cannabis or cannabis product for your consumption, possession, sale or distribution, cultivation, or manufacture of the same for medical use or otherwise. Neither HelloMD nor its Licensed Health Care Providers shall procure on your behalf any cannabis or any cannabis product in any form whatsoever for your medical use or otherwise.

In order to gain access to and to use the Site, you must demonstrate to the satisfaction of HelloMD that you currently reside in a state, including the District of Columbia, that allows certain individuals with distinct and defined debilitating conditions or that are undergoing certain medical treatments² to consume cannabis for medical use (“Medical Cannabis State(s)”). Only a valid, state-issued, non-expired identification card or driver’s license (collectively “Identification”) shall be sufficient to demonstrate state residency.

Upon demonstration of residency in a Medical Cannabis State through submission to HelloMD of your Identification, HelloMD shall coordinate your initial communication with a Licensed Health Care Provider of your choice who also practices in your Medical Cannabis State of residency. You shall not have any access through HelloMD to any Licensed Health Care Provider who does not also practice in the same Medical Cannabis State of which you are a resident. Upon acceptance of this Agreement, you represent and warrant that you understand that there exists a conflict between federal and state law, and, as such, federal regulators may view any action by Licensed Health Care Providers to prescribe cannabis to you for your medical use as unlawful under federal law.

Licensed Health Care Providers are in no way obligated to recommend to you the use of cannabis for your medical treatment. It is in the sole discretion of your Licensed Health Care Provider, through its bona fide Health Care Provider to patient relationship with you and corresponding medical examination or series of examinations to be conducted in accordance with the applicable and governing state laws and regulations of the respective Medical Cannabis State, to determine whether cannabis would be effective as a treatment for your condition(s) (“Patient Recommendation”). Neither HelloMD nor its Licensed Health Care Providers make any warranties or guaranties that the use of medical cannabis would be an effective treatment for your medical conditions.

Should a Licensed Health Care Provider determine that you have a qualifying debilitating condition or that you are undergoing certain medical treatments to justify Patient Recommendation, you bear the sole responsibility of obtaining cannabis for your medical use within the Medical Cannabis State in which you reside. At no time shall you provide cash or any form of remuneration to either HelloMD or to your Licensed Health Care

² Qualifying Patient “debilitating conditions” and “medical treatments” are defined and governed by various state laws and regulations in each Medical Cannabis State.

Provider specifically or solely for making a Patient Recommendation on your behalf or in exchange for the same; while certain fees shall apply for your medical consultation with a Licensed Health Care Provider, there is no guarantee of a Patient Recommendation of any kind and all such Recommendations are solely within the professional medical judgment and discretion of the Licensed Health Care Provider.

This Site is intended for use only by persons who are at least eighteen (18) years of age; if you are under 18 years of age, your parent or legal guardian must accompany and strictly monitor your use of the Site.³ Licensed Health Care Providers will not make Patient Recommendations on behalf of any individual using the Site who is under the age of 18 unless such Recommendations are made in compliance with the laws and regulations governing Patient Recommendations to minors in the respective Medical Cannabis State(s), which may require, among other requirements and restrictions, consent on behalf of the minor by the minor's parent or legal guardian. If such consent is required, HelloMD will issue consent forms to the minor's parent or legal guardian to fully execute and return to HelloMD and its Licensed Health Care Providers prior to any Patient Recommendation. HelloMD does not seek through this website to gather personal information from or about persons under the age of 18.

Availability

HelloMD services are only made available to Qualifying Patients that reside in Medical Cannabis States. The services provided through the Site vary by qualifying patient debilitating condition and/or medical treatment (such as chemotherapy or radiotherapy) as dictated by applicable state laws and regulations in the Medical Cannabis States and by state of residence and licensure of the Qualifying Patient and Licensed Health Care Provider, with specific emphasis on providing Qualifying Patients' information to enable them to make a selection of the appropriate Licensed Health Care Providers and corresponding medical services, and the tools to plan for services, engage remotely (as permitted in a given Medical Cannabis State), and coordinate such care, if necessary. HelloMD services are subject to state laws and regulations and may change from time to time due to changes in such regulatory requirements.

Corporate Structure

HelloMD is a corporation that makes the Site, related technology, and other administrative and management services available for Licensed Health Care Providers and their Qualifying Patients to coordinate and communicate as described in these Terms of Use and otherwise on the Site.

³ Medical Cannabis States maintain varying laws and regulations governing a Licensed Health Care Provider's ability to recommend cannabis for medical use to an individual under the age of 18 ("minor"). If you are a minor, your parent or legal guardian is responsible for fully understanding and complying with those laws and regulations regarding Patient Recommendations for minors in your Medical Cannabis State of residence.

Your Relationship with HelloMD

HelloMD provides a platform for you to consult with your Licensed Health Care Provider and to obtain access to additional information regarding the use of cannabis for medical treatment, which you may or may not choose to utilize in planning your health care and wellness. The services provided through the Site are not a substitute for direct in-person health care services. The decision to focus on diagnosis, treatment recommendations, or both rests with you and your Licensed Health Care Provider, whom you select in your sole discretion. You understand that by coordinating and in certain cases consulting with a Licensed Health Care Provider through the Site, you are not entering into a doctor-patient relationship with HelloMD and you understand and acknowledge that HelloMD is neither a Licensed Health Care Provider nor a provider of cannabis for medical use.

By accepting the Terms of Use, you understand that your Licensed Health Care Provider may send you messages, reports, and emails via the Site regarding the treatment of your condition. It is your responsibility to monitor these messages, reports, and emails. You agree that you will not hold HelloMD liable for any loss, injury, or claims of any kind resulting from your failure to read these messages or for your failure to comply with any treatment recommendations contained in these messages.

Consultative Service

If permitted by the respective Medical Cannabis State(s), your Licensed Health Care Provider may use the Site to provide advice or diagnosis to you. Your Licensed Health Care Provider providing such services through the Site may not have the benefit of information that would be obtained by examining you in person and observing your physical condition, in each instance. Therefore, your Licensed Health Care Provider providing services through the Site may not be aware of facts or information that would affect his or her opinion of your diagnosis. By deciding to engage the services of the Site, you acknowledge and agree that you are aware of this limitation and agree to assume the risk of this limitation. Furthermore, you agree and accept that: (i) the diagnosis you will receive is limited and provisional; (ii) the opinion is not intended to replace a full medical evaluation or an in-person visit with your Licensed Health Care Provider; (iii) your Licensed Health Care Provider providing services through the Site may not have important information that is usually obtained through a physical examination; and (iv) the absence of a physical examination may affect your Licensed Health Care Provider's ability to diagnose your condition, disease, or injury.

In order for your Licensed Health Care Provider to determine whether your medical conditions would benefit from the use of cannabis, certain Medical Cannabis States require that you undergo an in-person, medical examination or series of examinations with your Licensed Health Care Provider. Should your Medical Cannabis State require an in-person, physical medical examination or series of examinations prior to Patient Recommendation, HelloMD will assist you in the coordination of an in-office visit or visits with a Licensed Health Care Provider. If you refuse or are unable to undergo such examination(s), your Licensed Health Care Provider is prohibited from making any Patient Recommendation on your behalf.

You also agree that the opinion expressed by a Licensed Health Care Provider using this Site is not that of HelloMD and will not be used in any legal dispute against HelloMD, including but not limited to litigation, arbitration, claim for disability benefits, claim for worker's compensation and/or malpractice claims.

Duty to Provide Information and Access

If you consult with a Licensed Health Care Provider through the Site, you have a duty to provide appropriate real-time audio and video access (consistent with any technical and quality requirements described on the Site) to enable an appropriate evaluation and connection by your Licensed Health Care Provider. You also have a duty to provide truthful and accurate responses on any patient forms or information requests your Licensed Health Care Provider may provide through the Site.

Privacy Policy

HelloMD understands the importance of confidentiality and privacy regarding your health information. Please see our Privacy Policy at <https://www.hellomd.com/about-us#privacy> for a description of how we may collect and use your personal information. In tandem with HelloMD's Privacy Policy, by entering into this Agreement you represent and warrant that you understand that certain health care records pertaining to any Patient Recommendation made on your behalf by your Licensed Health Care Provider may be subject to mandatory disclosure and production to relevant government authorities by either HelloMD or its Licensed Health Care Providers under the applicable and governing laws and regulations of your Medical Cannabis State. Specifically, by entering into this Agreement you represent and warrant that you understand that copies of your medical records stating that you have been diagnosed with a serious medical condition or are undergoing certain medical treatments for which the medical use of cannabis is an appropriate remedy may be subject to mandatory disclosure and production either HelloMD or its Licensed Health Care Providers to relevant government authorities under the applicable and governing laws and regulations of your Medical Cannabis State.

Independence of Licensed Health Care Providers

The professionals utilizing or featured on the Site are subscribers to and licensees of the Site and not employees or independent contractor service providers of HelloMD. Any opinions, advice, or information expressed by a Licensed Health Care Provider, health care facility, professional or specialist using or featured on the Site are of the facility and professional alone. They do not reflect the opinions of HelloMD. HelloMD does not recommend or endorse any specific tests, providers, products, the use of cannabis for medical efficacy, Patient Recommendations, procedures, medications, devices, opinions, or other information that may be mentioned on the Site or by a licensee of HelloMD.

The inclusion of Licensed Health Care Providers on the Site or in any professional directory located on the Site does not imply recommendation or endorsement of such

Licensed Health Care Provider nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any Licensed Health Care Provider contained therein.

SUCH INFORMATION IS PROVIDED ON AN “AS-IS” BASIS AND HELLOMD DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. HELLOMD SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY SITE USER) IN RELIANCE ON INFORMATION ABOUT LICENSED HEALTH CARE PROVIDERS ON THE SITE. THE USE OF THE SITE BY ANY ENTITY OR INDIVIDUAL TO VERIFY THE CREDENTIALS OF LICENSED HEALTH CARE PROVIDERS IS PROHIBITED.

Registration; User Accounts, Passwords, and Security

You are not obligated to register with HelloMD in order to access the Site. However, certain services of the Site are available only to users who have registered with HelloMD or other persons affiliated with HelloMD who have been granted accounts with usernames and passwords (“Secure Users”). If you are a Secure User, you agree to accurately maintain and update any information about yourself that you have provided to HelloMD. If you do not maintain such information, or HelloMD has reasonable grounds to suspect as much, HelloMD has the right to suspend or terminate your account and your use of the Site. You may have as many active Secure User accounts on the Site as you choose at any given time, and only you may use your designated accounts to access the Site, and you may not use anyone else’s account at any time. With the exception of parents and legal guardians acting on behalf of minor Qualifying Patients in accordance with the laws and regulations of the respective Medical Cannabis State, you may not make any request for a Patient Recommendation on behalf of any other individual with a HelloMD account or otherwise at any time. You also agree to promptly notify HelloMD of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Site by emailing HelloMD at support@hellomd.com. In addition, you agree to exit from your Secure User account at the end of each session. HelloMD explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

Our Site requires users to give us unique identifiers in order to log into many areas of the Site. We utilize these unique identifiers to verify the user’s identity and eligibility, in order to protect our members from the release of sensitive or personally identifiable information to unauthorized users. To help protect the privacy of data you transmit through the Site, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology.⁴ In addition, HelloMD takes steps to protect the user data we collect against unauthorized access. However, you should keep

in mind that the Site and our services are run on software, hardware, and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control.

You must exercise caution, good sense, and sound judgment in using the Site. You are prohibited from violating, or attempting to violate, the security of the Site. Any such violations may result in criminal and/or civil penalties against you. HelloMD may investigate any alleged or suspected violations and if a criminal violation is suspected whether in regards to the Site or your procurement of a Patient Recommendation, HelloMD will cooperate with law enforcement agencies in their investigations.

Help Forums

This Site does now, and may in the future, offer a forum in which a user may request technical help regarding usage of the Site. You must exercise caution, good sense, and sound judgment in submitting messages to be posted to a forum. You are responsible for any material you submit in a post. You agree, represent, and warrant that any information you post is: truthful, accurate, not misleading, and offered in good faith; not invasive of another's privacy, abusive, threatening or obscene; not infringing upon the copyright, trademark, or other intellectual property rights of others; not advertising your personal sale, cultivation, manufacture, or distribution of cannabis for medical or commercial use by yourself or by or for other individuals. You further agree, represent, and warrant that you have the right to post or transmit such information. By submitting a message to be posted to a forum, except as expressly provided in HelloMD's privacy policy, you automatically grant HelloMD a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the message, or any part of it (and derivative works thereof), alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicensees. You further agree that HelloMD has the right to use, without any payment or accounting to you or others, any concepts, know-how or ideas that you post to a forum. The content of such information, whether publicly posted or privately transmitted, is your sole responsibility. You must not post any material to a forum that you consider to be confidential or proprietary. Any material that you post will be considered non-confidential and non-proprietary. This policy serves to avoid potential misunderstandings or disputes regarding ownership of ideas.

Under applicable copyright law, the author of any post is the owner of the copyright in the post. Aside from the license that all registered users have granted to HelloMD upon submitting a message as stated above, no one visiting the forum is licensed to copy, reproduce, republish, modify, transmit, or distribute in any way any of the messages, or any portion of the messages, posted to the forum without the prior written permission of the copyright owner.

HelloMD does not endorse, support, represent, or guarantee the truthfulness, accuracy, or reliability of any messages posted to a forum, or endorse any opinions expressed in

such posts. You acknowledge that any reliance on material in posted messages will be at your own risk. Most of the content posted to the forums is provided by third parties like you. HelloMD is not responsible for this third-party content.

Credit Transactions

As part of the services on the Site, HelloMD facilitates your payment of certain fees to Licensed Health Care Providers and, with the exception of cannabis in any form whatsoever, may also offer HelloMD products and services for your purchase from time to time through the Site, however, the only accepted form of payment on the Site is by certain major credit cards, or ACH transfers; cash will not be accepted. When you pay by credit card, you hereby authorize HelloMD to bill and charge the credit card indicated in your order for any fees and any other amounts provided for in your order as the same become due and payable. In the event that your credit card expires or HelloMD is otherwise unable to debit the applicable amounts from your credit card, HelloMD shall provide notice to you, whereupon you shall immediately furnish HelloMD with a valid credit card for payment. Your request for services through the Site will not be fulfilled until full payment has been received and/or verified.

Limited License and Site Access; All Rights Reserved

The Site contains text, pictures, graphics, logos, button items, images, works of authorship, and other content (collectively, "*Content*"). We grant you a limited license to access and make personal use of the Site, but not to download (other than for page caching) or modify it, or any portion of it, except with our express written consent. This license does not include: any resale or commercial use of the Site or the Content; any derivative use of the Site or the Content; or any use of data mining, robots, or similar data gathering and extraction tools.

This Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or proprietary information (including images, text, page layout, or form) of HelloMD without our express written consent. You may not use any meta-tags or any other "hidden text" containing our trademarks or service marks without our express written consent.

We (or the respective third-party owners of Content) retain all right, title, and interest in the Site and any Content and features offered on the Site, including any and all intellectual property rights. We (or the respective third-party owners of Content) reserve all rights not expressly granted herein. Any unauthorized use terminates the foregoing licenses and permissions.

Intellectual Property Rights

Except as otherwise expressly stated, all Content appearing on the Site is the copyrighted work of HelloMD or its third-party content providers and is protected by U.S. and international copyright laws. The compilation (meaning the selection, coordination, and arrangement) of the Site is also the exclusive property of HelloMD and is protected by U.S. and international copyright laws.

Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from the Site, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of HelloMD or any applicable third-party suppliers. The use of Content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by HelloMD. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. HelloMD does not warrant or represent that your use of Content or any other materials displayed on the Site will not infringe rights of third parties. Your use of any of the Content beyond the scope of personal use may require a license from the owner of the rights to the data with respect to the use of portrait right, trademark, copyright, design right, right of utilization or any other rights of the persons, products or landscape portrayed in the provided Content. HelloMD is not responsible for any claims of ownership rights to any images or data against you. You will indemnify, defend and hold harmless HelloMD from and against any losses or claims, by an owner of data or image rights or any third party resulting from any violation of these Terms of Use.

Certain trademarks on the Site are the service marks and trademarks of HelloMD or its licensees. The domain name for the Site, the HelloMD logo and elements of the design of the Site are service marks, trademarks, logos, and/or trade dress of HelloMD. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Site are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from the Site without the prior written authorization of HelloMD.

Permission for all other uses of Content, service marks, trademarks, logos, trade dress or other intellectual property contained herein, including reproducing and distributing multiple copies or using Content, service marks, trademarks, logos, trade dress or other intellectual property on any other website or networked computer or linking to any page at the Site, must be obtained from HelloMD or the appropriate rights owner in advance; otherwise, such use is prohibited. Requests for such authorization from HelloMD should be submitted via email to support@hellomd.com. All design rights, databases and compilation and other intellectual property rights associated with the Site, in each case whether registered or unregistered, and related goodwill, are proprietary to HelloMD.

Notice and Procedure for Making Claims of Intellectual Property Infringement

HelloMD respects the intellectual property of others and takes the protection of copyrights and all other intellectual property very seriously, and HelloMD asks our users to do the same. HelloMD therefore employs measures to prevent copyright and other intellectual property infringement on the Site. Pursuant to Title 17, United States Code, Section 512(c)(2), if you believe that your work has been copied in a way that constitutes copyright or other intellectual property infringement, please send a written notification of the claimed copyright or other intellectual property infringement to the following Designated Agent:

HelloMD
101 California Street, Suite 2710
San Francisco, CA 94901
Tel: 844-611-3108

Under Title 17, United States Code, Section 512(c)(3)(A), to be effective the notification must include substantially the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- Identification of the copyrighted work or other intellectual property that you claim has been infringed, or if multiple copyrighted works or other intellectual property on the Site are covered by the notice, a representative list of such works;
- Identification of the material that you claim is infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit HelloMD to locate the material;
- Information reasonably sufficient to permit HelloMD to contact you, such as your name, address, telephone number and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law; and
- A statement by you that the notification is accurate, and under penalty of perjury, that you are the copyright or other intellectual property owner or authorized to act on the copyright or other intellectual property owner's behalf.

Do not send any inquiries unrelated to copyright or other intellectual property infringements to the contact listed above.

Ownership of Information Submitted via the Site

With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Policy) or other information governed by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA"), any information you transmit to HelloMD via the Site, whether by direct entry, submission, email or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of HelloMD.

Such information may be used for any purpose, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. HelloMD shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to HelloMD via the Site or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information.

Connection Requirements

You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use the Site, and HelloMD reserves the right to change the access configuration of the Site at any time without prior notice.

Prohibited Use

Any use or attempted use of the Site (i) for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (iii) that could interfere with any other party's use and enjoyment of the Site, (iv) to gain unauthorized access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining or any other means, (v) to access systems, data, or information not intended by HelloMD to be made accessible to a user, (vi) to obtain any materials, or information through any means not intentionally made available by HelloMD, (vii) to reverse engineer, disassemble or decompile any section or technology on the Site, or (viii) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Site, you agree you will not: (a) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity; (b) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any HelloMD representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware or any other similar software or programs that may damage the operation of another's computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising including but not limited to advertising the personal sale, cultivation, manufacture, or distribution of cannabis for medical or commercial use by you or by or for other individuals, promotional materials, "junk mail,"

“spam,” “chain letters,” “pyramid schemes,” “phishing” or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law, or those applicable state laws and regulations in your Medical Cannabis State of residence; (i) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Site by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Site or any related networks or systems; (m) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; (n) harvest or otherwise collect information about others, including email addresses; (o) use any robot, spider, scraper, or other automated or manual means to access the Site, or copy any content or information on the Site; or (p) assist or permit any person in engaging in any of these activities.

HelloMD reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a user's access and/or account and assistance of law enforcement where necessary or when required. HelloMD may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be expressly limited by the Privacy Policy, HelloMD reserves the right at all times to disclose any information as HelloMD deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in HelloMD's sole discretion.

Right to Monitor

HelloMD neither actively monitors general use of the Site under normal circumstances nor exercises editorial control over the content of any third party's website, email transmission, news group, or other material created or accessible over or through the Site. However, HelloMD does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in HelloMD's sole discretion, may be illegal, may subject HelloMD to liability, may violate these Terms of Use, or are, in the sole discretion of HelloMD, inconsistent with HelloMD's purpose for the Site.

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All parts of these Terms of Use apply to the maximum extent permitted by law. We both agree that if we cannot enforce a part of this contract as written, that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

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Neither these Terms of Use, nor any Content, materials or features of the Site create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

Remedies

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Contacting Us

If you have any questions or concerns about these Terms of Use, please contact us at info@hellomd.com or at the mailing address provided. We will attempt to respond to your questions or concerns promptly after we receive them.

Electronic Fund Transfers ("EFTs") and Account Balances

By creating an account with HelloMD and initiating bank deposits or withdraws (i.e. EFTs), you agree to the terms of service and privacy policy of our financial software provider, Synapse, and Synapse financial institution **partner's Terms of Service & Privacy Policy** (<https://synapsepay.com/legal>) ("**Synapse TOS**") which are incorporated herein by reference. Terms not defined in this section shall be defined in Synapse TOS.

We have partnered with Synapse, a financial services software company, to pay for your HelloMD **doctor's** consultation service. When you sign up for an account with our Platform, you will also be signing up for a Synapse User Account (as defined in SynapsePay TOS). You authorize us to share your identity and banking information with Synapse to open and support your User Account as further detailed in our [Privacy Policy](#) and **Synapse's** Privacy Policy. It is your responsibility to make sure the data you provide us is accurate and complete. Additionally, you are responsible for complying with Synapse TOS when using your User Account. It is your responsibility to read and understand Synapse TOS as it contains terms and conditions relating to your Synapse user account including but not limited to your rights, limitations, reversal and other liabilities, limitation of liability and binding arbitrations provisions.

When you open a Synapse User Account, you will link a checking or savings account to perform EFT and, if applicable, deposit funds into your Synapse User Account. Deposits into your User Account are held at Synapse's financial institution partners as detailed in Synapse TOS. DEPOSITS HELD IN A USER ACCOUNT MAY BE ELIGIBLE FOR INSURANCE BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("**FDIC**") ON A PER USER BASIS DEPENDING ON THE RULES AND LIMITATIONS SET FORTH BY THE FDIC. FOR PURPOSES OF APPLICABLE FDIC DEPOSIT INSURANCE LIMITATIONS, DEPOSITS IN ACCOUNTS AT THE FINANCIAL INSTITUTIONAL PARTNER(S) OPENED THROUGH THE FINANCIAL INSTITUTIONAL PARTNER(S) WITH SYNAPSE MAY NOT BE SEPARATELY INSURED FROM ANY OTHER ACCOUNTS YOU MAY HAVE OPENED WITH THE FINANCIAL INSTITUTIONAL PARTNER(S), DEPENDING ON THE NAMED ACCOUNT OWNERS.

All EFT transactions are performed by and deposits are held by Synapse financial institution partner. HelloMD and Synapse only transmit transaction instructions to Synapse financial institution partner. HelloMD will provide you with all transactions notifications and User Account balances in addition to providing customer support relating to your Synapse User Account as detailed below.

Transactions History and Disputes

All questions regarding EFT transactions or your Synapse User Account must be directed to support@hellomd.com and not to Synapse or its financial institution partners. HelloMD is responsible for resolving issues and errors relating to transactions and account balances. If you wish to make a financial service complaint against HelloMD, you may email issues@synapsepay.com.

These Terms of Use were last updated on May 11, 2017.