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April, 2020

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You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

### **Risks of Telepsychology and Telehealth Services**

By using the Services, you acknowledge the potential risks associated with telehealth and telepsychology services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or psychological care decision making by the Provider; delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

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In order to access the Site and the Services, you represent and warrant that you are older than 18 years old. If you are under the age of 18 and wish to create an account with Docademic or receive Services through our Site, your parent or legal guardian must create the Account, submit your personal information, agree to the Terms of Use and the Privacy Policy on your behalf. You agree to fully, accurately, and truthfully create your Docademic Account ("Account"), including but not limited to your name, mailing address, phone number, email address, and password, which become your Docademic ID and credentials. The Docademic ID and/or credentials are personal to you, and you are solely responsible for maintaining the confidentiality of your Docademic ID and/or credentials, and for all activities that occur under such Docademic ID and/or credentials. You agree to prohibit anyone else from using your Docademic ID and/or credentials and agree to immediately notify Docademic of any actual or suspected unauthorized use of your Docademic ID and/or credentials or other security concerns of which you become aware. Your access to the Site may be revoked by Docademic at any time with or without cause.

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By providing your phone number, you are agreeing to be contacted by or on behalf of Docademic and Docademic Provider Group at the number you have provided, including calls, to receive informational, Services related (e.g., progress tracking, appointment reminders, etc.) and marketing communications relating to the Site and Services. You can opt-out of receiving further calls from us by sending an email to [support@doc.com](mailto:support@doc.com). Please note, that by withdrawing your consent, some Site features and certain Services may no longer be available to you.

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2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
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5. Provide your full legal name and your electronic or physical signature.

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**ATT: Copyright Agent  
Docademic, Inc.  
800 SE 4<sup>th</sup> Avenue, Suite 710  
Hallandale Beach, FL, 33009**

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including the provider/patient relationship can affect a patient outcome, and with intricate and interdependent technologies and complex decision-making it is often difficult or impossible to accurately determine what the factors were and in what proportion they affected an outcome. Provider shall be solely responsible for its use of the Site and Services, and the provision of medical and psychological services to Provider's patients. In this regard, Provider releases Docademic and waives any and all potential claims against Docademic as a result of Provider's use of the Site and Services, and the provision of services to Provider's patients.

As a result of the complexities and uncertainties inherent in the patient care process, Provider agrees to defend, indemnify and hold Docademic harmless from any claim by or on behalf of any patient of Provider, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, which is brought against Docademic, regardless of the cause if such claim arises for any reason whatsoever, out of Provider's use or operation of the Site and Services. To the extent applicable, Provider will obtain Docademic's prior written consent to any settlement or judgment in which Provider agrees to any finding of fault of Docademic or defect in the Site or Services. Docademic will promptly notify Provider in writing of any claim subject to this indemnification, promptly provide Provider with the information reasonably required for the defense of the same, and grant to Provider exclusive control over its defense and settlement.

If you submit, upload, transmit, or post any consents, notices, advice, recommendations, comments, files, videos, images or other materials to us or our Site ("Provider Content") or provide any Provider Content to patients or other consumers, you agree not to provide any Provider Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. Provider is solely responsible for obtaining all necessary agreements and consents from, and providing all required notices to, patients and other consumers. You agree not to contact other users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to Docademic that you have the legal right and authorization to upload all Provider Content at the Site. Docademic shall have a royalty-free, irrevocable, transferable right and license to use the Provider Content however Docademic desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Provider Content and/or incorporate such Provider Content into any form, medium or technology throughout the world. Docademic is and shall be under no obligation (1) to maintain any Provider Content in confidence; (2) to pay to you any compensation for any Provider Content; or (3) to respond to any Provider Content.

Docademic does not regularly review Provider Content, but does reserve the right (but not the obligation) to monitor and edit or remove any Provider Content submitted to the Site. You grant Docademic the right to use the name that you submit in connection with any Provider Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Provider Content. You are and shall remain solely responsible for the content of any Provider Content you post to the Site or provide to patients or other

consumers. Docademic and its affiliates take no responsibility and assume no liability for any Provider Content submitted by you or any third party.

## **20. Dispute Resolution; Arbitration Agreement**

We will try work in good faith to resolve any issue you have with Site, including Services ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Docademic agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or your use of the Site, including Services ordered or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Docademic are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Docademic.

If you desire to assert a claim against Docademic, and you therefore elect to seek arbitration, you must first send to Docademic, by certified mail, a written notice of your claim ("Notice"). The Notice to Docademic should be addressed to: Attn: Legal, Docademic Inc. 800 SE 4<sup>th</sup> Avenue, Suite 710, Hallandale Beach FL 33009 ("Notice Address"). If Docademic desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Docademic, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Docademic and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Docademic may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Docademic or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Docademic receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000.

The arbitration will be governed by the laws of the State of Florida, the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the

Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless Docademic and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Docademic's last written settlement offer made before an arbitrator was selected (or if Docademic did not make a settlement offer before an arbitrator was selected), then Docademic will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND DOCADEMIC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Docademic agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Miami, Florida.

## **21. Force Majeure**

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

## **22. Indemnification**

You agree to defend, indemnify, and hold harmless Docademic, Docademic Provider Group, and any affiliates from and against any and all rights, demands, losses, liabilities, damages, claims,

causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site, Services or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to Docademic, Docademic Provider Group, or any Provider or customer service agent; and/or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site, Services, or any information on the Site, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

### **23. Application Support; Functionality**

All questions and requests relating to Site support must be directed to Docademic. To submit a support request, please email us at support@doc.com. The Select Third Parties, as defined in Section 26, are not responsible for providing support for the application portions of the Site and may not be contacted for support. Docademic will use commercially reasonable efforts to respond to questions and provide support during the first 24 hours. Please note that we may change or remove functionality and other features of the Site at any time, without notice.

### **24. Modified Devices and Operating Systems**

Docademic will have no liability for errors, unreliable operation, or other issues resulting from use of the Site on or in connection with rooted or jail broken devices or use on any mobile device that is not in conformance with the manufacturer's original specifications, including use of modified versions of the operating system (collectively, "Modified Devices"). Use of the Site on Modified Devices will be at your sole and exclusive risk and liability.

### **25. No Liability for Select Third Parties**

Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store, marketplace, or similar service through which you obtain the Site, and their respective affiliates, suppliers, and licensors (collectively, the "Select Third Parties") are not parties to these Terms of Use and they do not own and are not responsible for the Site. Docademic, and not any Select Third Parties, is responsible for addressing any claims raised by you or any third party regarding the Site or your use or possession thereof, including claims related to product liability, legal, or regulatory requirements, and consumer protection or similar legislation. You are responsible for complying with all application store and other applicable Select Third Parties' terms and conditions. YOU AGREE (I) THE SELECT THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (II) IN NO EVENT WILL THE SELECT THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS AGREEMENT OR THE SITE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (III) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY SELECT THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED FIVE DOLLARS (\$5.00); AND (IV) YOU

WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE SELECT THIRD PARTIES ARISING OUT OF THE SITE AND THESE TERMS OF USE. THE THIRD PARTIES ARE INTENDED THIRD PARTY BENEFICIARIES OF THESE TERMS OF USE, AND ARE CAPABLE OF DIRECTLY ENFORCING ITS TERMS. NOTHING CONTAINED IN THESE TERMS OF USE WILL BE CONSTRUED AS MODIFYING OR AMENDING ANY AGREEMENTS OR OTHER TERMS BETWEEN YOU AND THE SELECT THIRD PARTIES WITH REGARD TO THEIR SUBJECT MATTER. In the event of any claim that the Site or your possession and use of the Site infringes a third party's intellectual property rights, the Select Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim.

## **26. Revisions; General**

Docademic reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. Docademic reserves the right to modify these Terms of Use at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Docademic and you pertaining to the subject matter hereof. In its sole discretion, Docademic may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

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