

# MDVita® Patient Portal User Agreement

This **MDVita® Patient Portal User Agreement** (“Agreement”) constitutes a legally binding agreement between you and Health Care 2000 Inc and its affiliates and subsidiaries. This Agreement governs your access and use of the MDVita®: Patient Portal (the "Patient Portal").

By agreeing to this Agreement you agree that you understand and agree to be bound by the Terms and Conditions with respect to your access to and use of the Patient Portal. In the event of any inconsistency between this Agreement and the Terms and Conditions, this Agreement shall govern with respect to your access to and use of the Patient Portal.

**Note that Section 14 of this Agreement contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of disputes or claims in connection with this Agreement or the Patient Portal.**

**YOU AGREE TO BE BOUND BY THIS AGREEMENT WHEN YOU CLICK “I AGREE” AND/OR CONTINUE TO ACCESS OR USE THE PATIENT PORTAL. IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE PATIENT PORTAL.**

## **1. Description of the Patient Portal**

MDVita is providing the Patient Portal to you so you can conveniently store, access, and manage your medical records as provided by your Healthcare Provider within your Patient Portal account. Through use of the Patient Portal, you will also be able to authorize others, including healthcare providers, to access the information stored in your Patient Portal account. The information stored in your Patient Portal account is not intended to be, and should not be used for, diagnosis or treatment purposes. Such information may not always be accurate or up-to-date depending on your Healthcare Provider.

## **2. Information Provided Through the Patient Portal**

Information provided to you through the Patient Portal is governed by your Healthcare Provider. **Always seek the advice of your health care provider with any questions you may have regarding interpretation of your medical conditions, or other health related issues.**

**IN THE CASE OF A HEALTH EMERGENCY, SEEK IMMEDIATE ASSISTANCE FROM EMERGENCY PERSONNEL OR CALL 911. NEVER DELAY OBTAINING MEDICAL ADVICE OR DISREGARD**

## **MEDICAL ADVICE BECAUSE OF INFORMATION YOU ACCESSED ON OR THROUGH THE PATIENT PORTAL.**

### **3. Changes to this Agreement**

MDVita and Healthcare 2000 Inc may, at any time and from time to time, supplement, amend, or otherwise change this Agreement. Any changes to this Agreement will be effective immediately upon providing notice of the changes to you either when you log in to the Patient Portal or by sending notice of the changes to your Healthcare Provider. You agree to comply with, and be bound by, the modified Agreement either or (i) by continuing to use or access the Patient Portal after receiving notice of the changes as described above (ii) by not requesting to terminate your Patient Portal account after receiving a notice of the changes as described above.

### **4. Changes to the Patient Portal**

MDVita and Healthcare 2000 Inc may add features to or delete features from the Patient Portal at any time, without notice to you.

### **5. Right to Use the Patient Portal**

By agreeing to this Agreement, you confirm that you are a resident of the United States, Puerto Rico, or the Virgin Islands and are at least 18 years of age. You agree to comply with this Agreement, the Terms and Conditions, all applicable laws, and other applicable MDVita and Healthcare 2000 Inc policies, practices, and notices provided or referenced herein at all times when using the Patient Portal. MDVita and Healthcare 2000 Inc retains the right to block or otherwise prevent delivery of any type of e-mail or other communication to or from the Patient Portal as part of our efforts to protect the Patient Portal, protect Patients and their Healthcare Providers, or stop you from breaching this Agreement.

### **6. Sharing Information and Co-Custodians**

You may authorize another person (such as a family member) to access your Patient Portal. **By agreeing to this Agreement, you acknowledge that you understand that when you give others access to your Patient Portal account, they can use, disclose, reproduce, distribute, share, display, and/or transmit that information, including communicating that information to the public. If you do not want others to have this ability, you should not provide others with access to information stored in your Patient Portal account. You acknowledge and agree that you are responsible for maintaining the confidentiality of your Patient Portal login ID and password, and for all uses of your login ID, password, and/or Patient Portal account, whether by you or any other person.**

### **7. Accessing the Information of Others**

Through your use of the Patient Portal, you may be given access to another person's health-related information. Others may share their information with you, or designate you as a co-custodian of their Patient Portal account.

**If you are given access to another person's health-related or other information), you agree that you will only access such information to the extent you have permission or legal authority to do so. You further agree that you will not use, disclose, reproduce, distribute, share, display, and/or transmit that information in a way that infringes the privacy or other rights of another person.**

**For the avoidance of doubt, all users of the Patient Portal, including without limitation, those accessing another person's health-related information or those acting as co-custodians, shall be bound by the terms of this Agreement in the same manner as a patient user of the Patient Portal.**

#### **8. Disclaimer of Liability; Limitation of Your Right to Sue MDVita and Healthcare 2000 Inc for Damages**

BECAUSE YOU CONTROL THE EXTENT TO WHICH THE INFORMATION STORED IN YOUR PATIENT PORTAL ACCOUNT IS SHARED, MDVITA AND HEALTHCARE 2000 INC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR HOW YOUR INFORMATION IS USED OR DISCLOSED ONCE IT HAS BEEN SUBMITTED TO AND STORED ON THE PATIENT PORTAL. IN ADDITION, MDVITA AND HEALTHCARE 2000 INC. ASSUME NO LIABILITY FOR ANY ACTIONS TAKEN, INCLUDING ANY FURTHER USE OR DISCLOSURE OF YOUR INFORMATION, BY PERSONS TO WHOM YOU HAVE PROVIDED ACCESS TO YOUR PATIENT PORTAL ACCOUNT OR BY PERSONS THEY MAY HAVE SHARED THE ACCESS OF YOUR PATIENT PORTAL ACCOUNT.

YOU AGREE THAT YOU WILL HOLD MDVITA AND HEALTHCARE 2000 INC HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, OR DAMAGES RESULTING FROM ANY USE OR MISUSE OF THE PATIENT PORTAL, OR ANY USE OR DISCLOSURE OF YOUR LABORATORY TEST RESULTS AND/OR OTHER INFORMATION STORED IN OR ACCESSED THROUGH YOUR PATIENT PORTAL ACCOUNT.

#### **9. Data**

MDVITA PATIENT PORTAL IS A PRIVATE PORTAL OPERATED BY HEALTHCARE 2000 INC FOR THE CONVENIENCE OF YOUR PROVIDER'S PATIENTS. IT HAS BEEN DESIGNED SO THAT YOU MAY ACCESS CERTAIN PERSONAL AND HEALTH-RELATED INFORMATION STORED IN YOUR PATIENT PORTAL ACCOUNT AS PROVIDED BY YOUR HEALTHCARE PROVIDER.

**YOUR MEDICAL INFORMATION IS GENERATED AND GOVERNED BY YOUR HEALTHCARE PROVIDER; IT MAY BE RELEASED ON YOUR PATIENT PORTAL BY YOUR HEALTHCARE PROVIDER ACCORDING YOUR HEALTHCARE PROVIDER POLICIES AND REGULATIONS. TO GET YOUR HEALTH INFORMATION RELEASED OR UPDATED ON**

**YOUR PATIENT PORTAL YOU MUST CONTACT YOUR HEALTHCARE PROVIDER.**

**10. Privacy**

YOUR PRIVACY IS IMPORTANT TO US AND WE ARE COMMITTED TO PROTECTING YOUR INFORMATION IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS AND CONSISTENT WITH OUR ESTABLISHED POLICIES.

**11. No Warranty Limitation of Liability**

THE PATIENT PORTAL AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PATIENT PORTAL ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. MDVITA AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE PATIENT PORTAL AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PATIENT PORTAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR USE OF THE PATIENT PORTAL IS AT YOUR OWN RISK. ACCESS TO THE PATIENT PORTAL MAY BE INTERRUPTED AND THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PATIENT PORTAL MAY NOT BE ERROR-FREE. NONE OF HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PATIENT PORTAL OR THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PATIENT PORTAL WARRANTS THAT THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PATIENT PORTAL ARE ACCURATE, RELIABLE, COMPLETE, USEFUL, OR CORRECT; THAT THE PATIENT PORTAL WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE PATIENT PORTAL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

ADDITIONALLY, HC 2000 MAKES NO REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED: (I) REGARDING THE SAFETY, ACCURACY, OR EFFICACY OF THE PATIENT PORTAL, OR THE INFORMATION STORED ON THE PATIENT PORTAL; (II) THAT THE

PATIENT PORTAL WILL OPERATE IN A MANNER THAT IS UNINTERRUPTED OR ERROR-FREE, OR (III) REGARDING ANY OTHER SUBJECT MATTER OF THIS AGREEMENT.

YOU ACKNOWLEDGE THAT ANY CLAIMS RELATED TO THE ESTABLISHMENT OR PERFORMANCE OF THE PATIENT PORTAL SHALL BE BROUGHT TO THE ATTENTION OF YOUR HEALTHCARE PROVIDER.

UNDER NO CIRCUMSTANCES SHALL MDVITA, ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PATIENT PORTAL OR THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PATIENT PORTAL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE, THE PATIENT PORTAL. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES TO THE EXTENT INDICATED ABOVE, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE PATIENT PORTAL WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS.

#### **12. Liability Release; Indemnification**

YOU HEREBY EXPRESSLY RELEASE HEALTH CARE 2000 INC, ITS AFFILIATES AND SUBSIDIARIES, AND AGREE TO INDEMNIFY AND HOLD HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURIES AND/OR CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES WHICH ARISE, OR ARE ALLEGED TO HAVE ARISEN, IN CONNECTION WITH THE USE, OPERATION OR FUNCTIONING OF THE PATIENT PORTAL.

#### **13. Term and Termination**

Either party may terminate this Agreement at any time. You understand that you are solely responsible for backing up the data that you store on the Patient Portal, and that upon termination, you must immediately discontinue use of the Patient Portal. This section of this Agreement, as

well as other provisions that should by their context survive, shall survive termination of this Agreement for whatever reason.

#### **14. Arbitration and Class Action Waiver**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PATIENT PORTAL, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

YOU AND HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE PATIENT PORTAL SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION USES A SINGLE, NEUTRAL ARBITRATOR TO DECIDE A DISPUTE (INSTEAD OF A JUDGE OR JURY); ARBITRATION ALLOWS FOR MORE LIMITED DISCOVERY THAN IN A COURT CASE; AND THE ARBITRATION PROCESS AND RESULT IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. IN AN ARBITRATION YOU HAVE THE RIGHT, AT YOUR EXPENSE, TO BE REPRESENTED BY AN ATTORNEY OF YOUR CHOOSING. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF UNDER THIS AGREEMENT THAT A COURT CAN AWARD UNDER THIS AGREEMENT. YOU AND HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, AGREE THAT ANY IN-PERSON ARBITRAL HEARING WOULD OCCUR IN THE UNITED STATES IN MIAMI-DADE COUNTY, FL. HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, FURTHER AGREES THAT YOUR FILING FEE FOR AN ARBITRATION WILL BE CAPPED AT THE AMOUNT SET BY THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE THAT, BY AGREEING TO THIS AGREEMENT, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND THE TERMINATION OF YOUR USE OF THE PATIENT PORTAL. REGARDLESS OF THE FORUM, YOU AND HEALTH CARE 2000 INC AND ITS AFFILIATES AND SUBSIDIARIES, 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, THE ARBITRATOR MAY NOT JOIN OR CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT

OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. 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.

#### **15. Entire Agreement**

This Agreement and any other policies or notices referenced herein, represent the entire agreement of the parties with respect to the subject matter hereof. Certain provisions of this Agreement may be incorporated herein via hyperlink. You agree that if at the time of accepting this Agreement, such hyperlinks do not redirect you to the appropriate web page, you will notify your Healthcare Provider immediately. Failure to notify your Healthcare Provider immediately shall be deemed as acceptance of the provisions incorporated herein by hyperlink as though they redirected you to the appropriate web page.