



# Welcome to Elite Global Doctors!

**Elite Global Doctors, Inc.** (d/b/a Elite Global Doctors or Elite Global Doctors) ("Elite Global Doctors," "we," "us," "our") provides its services (described below) to you ("you") through its website located at <https://eliteglobaldoctors.com> (the "Site") and through its mobile applications (the "App"), and through its services, content, tools, widgets, software, API(s), and/or other related products, services, data, or information provided to you by Elite Global Doctors (collectively, including any new features and applications, and the Site and the App, the "Service(s)"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service").

Version effective as of November 1, 2021. Access to and use of this website are governed by the terms and conditions described below, as well as by the legislation applicable in the **State of Florida, United States of America**, for patients within any territory in which the website is used.

Consequently, all visits and all contracts and transactions carried out on this "Elite Global Doctors" site, as well as their legal effects, shall be governed by these rules and subject to said legislation. The terms and conditions contained in this instrument shall apply and be understood to form part of all acts and contracts executed or entered into through the offering and marketing systems included in this website between the users of this site or by any of the other companies or entities that are subsidiaries, parent companies, or affiliates thereof, which make use of this site and which shall hereinafter also be referred to indistinctly as "the companies," "the offering company," "the provider," or "the providing company," as appropriate to the context of the text.

This contract describes the general terms and conditions and the particular conditions, hereinafter ("Terms and Conditions"), applicable to the use of the services offered and/or provided by Elite Global Doctors within the site <https://eliteglobaldoctors.com> (the "Site"), including the tools provided through it for conducting remote video-consultations and the exchange of information and/or personal data, hereinafter also referred to as "Services."

Any person wishing to use the Site or the Services may do so subject to the acceptance of the Terms and Conditions described herein.

**Any person who does not accept these terms and conditions, which are mandatory and binding, must refrain from using the site and/or the services.** You must read, understand, and accept all the conditions established in the terms and conditions prior to registering as a user of Elite Global Doctors.

**The use of our services is not appropriate for emergencies. If you believe you have a medical emergency or a mental health issue, or if at any time you are concerned about your care or treatment, call the appropriate emergency number in your country or go to the nearest clinic or emergency room.**

## DO NOT USE THE SITE IN THE EVENT OF MEDICAL EMERGENCIES

If you have a medical emergency, you must immediately go to an urgent care medical center. The Site is a



platform developed and operated by Elite Global Doctors to provide you with electronic access to health consultations with physicians legally authorized to practice medicine and other health professionals through a remote digital platform; as well as to offer you information about Elite Global Doctors, its products, and services.

Your interactions with the medical video-consultation service providers through the Site are not intended to replace your personal relationship with your regular health care provider(s). Likewise, the medical advisory services offered by Elite Global Doctors do not intend to, nor are they capable of, replacing your regular health check-ups with the physician or medical professional of your choice.

Accordingly, by accepting these Terms and Conditions, you acknowledge that a video-consultation or medical assistance through the Telemedicine Platform is only intended to and allows for the supplementation of the existing offer of access to health services, but in no case is it intended to replace in-person care if deemed necessary by the physician or the patient.

The Elite Global Doctors telemedicine consultation uses an electronic medical record to log the history, exam results and images, diagnoses, and background of the User or patient, similar to those currently used in traditional in-person consultations. The main difference is that the physical examination is performed virtually, allowing for the recording of images through the User's or patient's computer camera, which in any case does not replace an in-person physical exam; therefore, if deemed necessary, the patient will be referred to an in-person medical consultation.

## INDEPENDENCE OF PROFESSIONAL JUDGMENT

All medical or other service providers are professionals and, as such, offer their services in the free exercise of their professions. Any information, recommendation, instruction, diagnosis, prescription, or treatment issued or received through the Site originates from and is exclusively attributable to said professional, arising from the information you provide to the professional within a direct professional-patient relationship.

This agreement is the user agreement (the "**Agreement**") of Elite Global Doctors. This Agreement describes the terms and conditions applicable to your use of our services available under the domain and subdomains of the Site. If you do not accept or do not agree to be bound by the terms and conditions of this Agreement, do not access the Site or use the Services. As explained below, we reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Your continued use of the Service after the date such changes become effective constitutes your acceptance of the new Terms of Service.

Access to and use of this website and telemedicine platform are governed by the terms and conditions described below, as well as by applicable legislation. Consequently, all visits and all contracts and transactions carried out on this site, as well as their legal effects, shall be governed by these rules and subject to the relevant legislation.

Furthermore, when using certain services, you may be subject to additional terms and conditions applicable to you as a user of Elite Global Doctors, including, but not limited to, the Privacy Policy found at <https://eliteglobaldoctors.com/privacy> (the "**Privacy Policy**"). You must read, agree to, and accept all the terms and conditions contained in this Agreement and the Privacy Policy—which include the terms and conditions expressly set forth below and those incorporated by reference—before you may use the Site.



## **Right of Access and Use of the Services.**

### **Description of Services:**

Elite Global Doctors is a platform that facilitates the marketing and sale of healthcare services by healthcare providers ("Providers") to patients, including you ("you" or "Patients") seeking healthcare services and Providers thereof, prescription services as described herein, and the scheduling and payment for healthcare services and/or prescription services by you. Users of the Site shall be considered "Guests" or "Members."

"Guests" may access a minimum level of services available on the Site, and access to some features may be limited. To benefit from all Services offered by Elite Global Doctors and to access additional features otherwise unavailable to Guests, you must register as a Member and provide certain information about yourself, which Elite Global Doctors is permitted to use and disclose as provided in our Privacy Policy. A user of the Site may also be classified by the Site as an "Inactive Member." An Inactive Member is a user of the Site who was at one time a Member but who now no longer has access to additional features or Services.

### **Medical Advice Disclaimer:**

As further specified herein, you acknowledge and agree that "Elite Global Doctors" does not provide any medical services or medical advice, nor does it make any representation, warranty, or endorsement regarding the medical services you may obtain on the Site and/or the Services, professional medical advice, or the delay in seeking medical treatment due to something you have read or accessed through the Site. If you think you may have a medical emergency, call your doctor or your local emergency number immediately. No healthcare provider/patient relationship is created when you use the Services. Elite Global Doctors is not responsible for any advice, treatment, diagnosis, or any other third-party information, product, or service that you acquire or access through the Site.

Elite Global Doctors is not a pharmacy and does not perform pharmacy services, including advice on prescription medications. You acknowledge that for any advice or questions related to medications, you must contact your physician, pharmacist, or healthcare provider.

The inclusion of any healthcare provider in the Services shall not be considered an endorsement of such healthcare provider by Elite Global Doctors and shall in no way signify that Elite Global Doctors has conducted due diligence or any other investigation regarding the healthcare provider.

### **Your Registration Obligations:**

You may be required to register with Elite Global Doctors to access and use certain features of the Service and become a Member. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. **If you are under 18 years of age, you are not authorized to use the Service, with or without registration.**

Currently, our Service is only available to individuals located in countries and states where we offer the Service, for users who are eighteen (18) years of age or older, or the age of majority in their jurisdiction of



residence.

By visiting, accessing, registering for, or using the Service, you (a) warrant to us that you meet all of these eligibility requirements, (b) warrant that when you use the Service to consult with a Provider, you are located in the same state as the shipping address you provide in your account, (c) agree to comply with all applicable laws when visiting, accessing, or registering for our use of the service, and (d) agree that you will only use the Service for lawful purposes. Our Service is subject to national/state regulations and may change from time to time due to changes in applicable regulatory requirements.

#### **Member Account, Password, and Security:**

You are responsible for maintaining the confidentiality of your password and account, if applicable, and are fully responsible for any and all activities that occur under your password or account. Elite Global Doctors has the right to act upon instructions received under your password. You agree to (a) immediately notify Elite Global Doctors of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Elite Global Doctors is not responsible for any actions or transactions carried out to or from your accounts by any other party using your password, and Elite Global Doctors shall not be liable for any loss or damage arising from your failure to comply with this Section.

#### **Modifications to Our Service:**

Elite Global Doctors reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Elite Global Doctors shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

#### **General Practices Regarding Use and Storage of Your Information:**

You acknowledge that Elite Global Doctors may establish general practices and limits concerning the use of the Service, including, without limitation, the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Elite Global Doctors' servers on your behalf. You agree that Elite Global Doctors has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Elite Global Doctors reserves the right to terminate accounts that are inactive for an extended period. Furthermore, you acknowledge that Elite Global Doctors reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### **Mobile Services:**

The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device and (ii) the ability to browse the Service and the Site from a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading,



installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices and in all countries and situations. By using the Mobile Services, you agree that we may communicate with you regarding Elite Global Doctors and other entities by SMS, MMS, text message, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Elite Global Doctors account information to ensure that your messages are not sent to the person who acquires your old number.

#### **Electronic Communications:**

When you visit the Site or send emails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

By using the Site, you acknowledge and agree that Elite Global Doctors will send emails to members related to their member account and Elite Global Doctors promotions. You may unsubscribe from Elite Global Doctors email services at any time by logging into the Site and changing your notification preferences. You may also unsubscribe from special promotional emails by clicking the unsubscribe link in any of our email communications, within the subscription preferences.

By using the Site and opting in to receive emails, text messages, and electronic communications, you acknowledge and agree that Elite Global Doctors will transmit certain portions of your Protected Health Information ("PHI"), as that term is defined under HIPAA, electronically. You acknowledge and agree that while Elite Global Doctors takes commercially reasonable steps to protect the privacy and security of your PHI, no system is completely secure. You may opt out of receiving emails or text messages at any time by unsubscribing.

You acknowledge and agree that you are solely responsible for providing Elite Global Doctors with accurate contact information, including your mobile device number and email address, where we may send communications containing your PHI. Elite Global Doctors is not responsible for user errors and omissions.

#### **Use of Services:**

You agree to use the Services only to assist you in finding a healthcare provider for yourself or for another person. You are solely responsible for all images, information, data, text, messages, or other materials ("content") that you upload, post, or display (hereinafter, "upload") or email or otherwise use through the Service. You shall ensure that all content you upload or share complies with all applicable laws, rules, and regulations, is appropriate and non-offensive, and that you have all necessary rights to use, share, and/or upload such content without infringing any third-party rights. Elite Global Doctors reserves the right to investigate and take appropriate legal action against anyone who, in its sole discretion, violates this provision, which includes, but is not limited to, removing the offending content from the Service, suspending or terminating the account of such violators, and reporting you to the competent law enforcement authorities. You agree not to use the Service in a manner that Elite Global Doctors determines, in its sole discretion, to be unlawful or inappropriate.



#### **Fees:**

In the event that you choose to use the Services to schedule and pay out-of-pocket for healthcare services, you will be required to provide Elite Global Doctors or Elite Global Doctors' financial partner with information regarding your credit card or other payment instrument. You represent and warrant to Elite Global Doctors that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Elite Global Doctors the amount specified in the payment plan in accordance with the terms of such plan and these Terms of Service. If you dispute any charges, you must inform Elite Global Doctors within sixty (60) days after the date on which Elite Global Doctors charges you. You shall be responsible for all taxes associated with the Services. Providers may choose to offer financing for the healthcare services they list for sale on the Elite Global Doctors Service.

Furthermore, we have no control over and cannot guarantee the availability of any healthcare provider at any particular time. Elite Global Doctors is not responsible for any canceled or missed appointments, nor for any injury or loss resulting from the foregoing, nor for any other injury or loss related to your use of the Site or the Services.

#### **Cancellations.**

Elite Global Doctors' cancellation policy facilitates easy booking, cancellation, and rescheduling. Elite Global Doctors will issue a full refund for any of our visits when cancelled within the following time limits:

- **Virtual Visits:** Cancel up to 3 hours before the scheduled visit.
- **In-person Visits:** Cancel up to 24 hours before the scheduled visit.
- **All other visits** (including laboratory, imaging, and visits that do not include a specific day or time at purchase): Cancel up to 10 days after the purchase date, once Elite Global Doctors confirms with the provider that the visit did not take place.

#### **We cannot offer refunds for the following:**

- No-shows or missed appointments.
- Refund requests based on not receiving a prescription or disagreeing with the clinical outcome of the visit.
- Surgical procedures with specific scheduling requirements.
- Any request made 10 days after the original purchase date.

If you mistakenly book a same-day appointment and need to cancel it, Elite Global Doctors will provide a refund if the cancellation is requested within one hour of completing the purchase.

#### **Jurisdiction.**

This Service is hosted in the United States of America and offers its services in specific, designated countries.



Elite Global Doctors does not warrant that materials are appropriate or available for use outside the countries where we offer services. If you access our Service, you shall be responsible for compliance with all local laws and agree to comply with all laws and regulations applicable to your use of our Services.

Please also note that information you submit to us may be transmitted to and shared with third parties located in other countries for the purpose of providing Services to you. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the **State of Florida, United States**.

The Service is designed and intended for Providers, Patients, and/or other users in the countries where we offer services only. We do not warrant that the information and services provided on the Service are applicable, appropriate, or available for Providers, Patients, and/or other users in locations outside those where we provide the service. Accessing the Service from territories where the services or content are illegal is prohibited. If you choose to access the site, it is understood that you do so on your own initiative, without our consent, and you are responsible for compliance with local laws.

#### **Commercial Use.**

Unless otherwise expressly authorized herein or within the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purpose, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use only.

#### **Prescription Services.**

As part of the Services, Elite Global Doctors may facilitate the delivery of prescriptions for medications prescribed by a physician when available. However, Elite Global Doctors is not a pharmacy and does not represent itself as one, nor does it represent any pharmacy.

Medications are prescribed at the Provider's discretion and only if medically necessary. Elite Global Doctors does not guarantee that you will obtain a prescription. The Provider must be able to write prescriptions through the service. You agree that prescriptions are for your personal use. You also agree to read all information and labels accompanying your prescription(s) and to contact a pharmacist or your healthcare provider if you have questions. Please note that Providers do not prescribe controlled substances as part of Elite Global Doctors' prescription services.

Elite Global Doctors is not insurance and does not accept any insurance for provider visits or medications.

#### **Intellectual Property.**

The contents of the screens relating to Elite Global Doctors' services, as well as the programs, databases, and networks, are the property of Elite Global Doctors and are protected by international laws and treaties on copyright, trademarks, patents, models, and industrial designs. The improper use and the total or partial reproduction of said contents are prohibited, except with the express written authorization of Elite Global Doctors. The site may contain links to other websites, which does not indicate that they are owned or operated by Elite Global Doctors. Since Elite Global Doctors has no control over such sites, it shall not be responsible for the contents, materials, actions, and/or services provided by them, nor for damages or losses caused by the



use thereof, whether caused directly or indirectly. The existence of links to other websites does not imply a partnership, relationship, approval, or endorsement by Elite Global Doctors of such sites and/or their content.

#### **Rights of Use. Service Content, Software, and Trademarks:**

You acknowledge and agree that the Service may contain content or features ("Service Content") protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Elite Global Doctors, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service, you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Elite Global Doctors from accessing the Service (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Elite Global Doctors, our affiliates, and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Elite Global Doctors reserves all rights not expressly granted herein.

The Elite Global Doctors name and logos are trademarks and registered service marks of Elite Global Doctors (collectively, the "Elite Global Doctors Trademarks"). Other company, product, and service names and logos used and displayed through the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Elite Global Doctors. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Elite Global Doctors Trademarks displayed on the Service, without our prior written permission in each case. All goodwill generated from the use of Elite Global Doctors Trademarks will inure to our exclusive benefit.

#### **Third-Party Material.**

Under no circumstances will Elite Global Doctors be liable in any way for any content, material, or service of, or provided by or on behalf of, third parties (including users or healthcare providers), including, but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of such content. You acknowledge that Elite Global Doctors does not pre-screen content, but that Elite Global Doctors and its designees shall have the right (but not the obligation), in their sole discretion, to refuse or remove any content available through the Service. Without limiting the foregoing, Elite Global Doctors and its designees shall have the right to remove any content that violates these Terms of Service or that Elite Global Doctors, in its sole discretion, deems objectionable. The Services help you find and obtain certain third-party healthcare services provided by or on behalf of independent third-party Providers unrelated to Elite Global Doctors. Elite Global Doctors does not warrant or make representations regarding the reliability, quality, or suitability of such healthcare services or Providers. By using the Service, you agree to hold us completely harmless from any cause or damage that may arise from the transactions involved. As a user, by posting any



content in our directory, or by allowing us to do so, you grant us a license to use your content, including any material, information, and any name, etc., in the promotion of our directory and Services. Neither Elite Global Doctors nor its affiliates or licensors are responsible for the conduct, whether online or offline, of any third-party provider or any user of the services. Any individual providing any third-party service is not an employee or contractor of Elite Global Doctors, and Elite Global Doctors is not responsible for their actions or inactions nor for the services they provide (or fail to provide).

You acknowledge that the list of healthcare providers appearing on the Service may not be a complete list of all healthcare providers within the specified specialty category or distance from the specified address and may not be updated regularly, even if we have been advised of incorrect or incomplete information. While we take commercially reasonable steps to ensure that the information contained regarding a particular healthcare provider is accurate and complete, we rely on the information provided by the healthcare provider, which may not be accurate, complete, and/or updated on a regular basis. We are not responsible for the content or descriptions of the healthcare providers' services.

#### **User Content.**

With respect to the content or other materials that you upload through the Service or share with other users or recipients (collectively, "**User Content**"), you represent and warrant that you own all right, title, and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By voluntarily providing us with User Content, which may include Personal Information (as defined in the Privacy Policy), you consent to our use of Personal Information in accordance with these Terms of Service and our Privacy Policy. You also agree that any User Content you submit through the Service that is communicated to our partners, affiliates, and medical providers will be accurate and complete. By uploading any User Content, you grant and will grant Elite Global Doctors and its affiliated companies a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable, perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Service, the promotion, advertising, or marketing thereof, the improvement of the Service, and as aggregated and/or de-identified data for any lawful purpose in any form, medium, or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Service ("**Submissions**") provided by you to Elite Global Doctors are non-confidential, and Elite Global Doctors shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Elite Global Doctors may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) Comply with legal process, applicable laws, or governmental requests; (b) Enforce these Terms of Service; (c) Respond to claims that any content violates the rights of third parties; (d) Protect the rights, property, or personal safety of Elite Global Doctors, its users, and the public.

You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Elite Global Doctors does not provide any medical advice or services and should not be relied upon as a



substitute for consultations with qualified professionals who are familiar with your individual needs. Providers (and not us) are solely responsible for all content and healthcare services they provide. Elite Global Doctors shall have no liability whatsoever to you for acts, omissions, care, or lack thereof on the part of the Providers. We are not responsible for any disputes between Providers and you (for example, as a result of the healthcare services they provide or are supposed to provide).

### **Our Obligations.**

To provide and process the services for you, Elite Global Doctors shares your personally identifiable information with our authorized service providers who perform certain services or functions on our behalf. Elite Global Doctors may be required by law to disclose the information you have provided when using any of the services on the Site. Elite Global Doctors may also disclose information when someone poses a threat to the interests of Elite Global Doctors (such as user fraud) or whose activities may harm others. Furthermore, in the reasonable opinion of Elite Global Doctors' officers, it may be necessary to provide certain information to third parties, such as law enforcement authorities or the governing bodies of a particular healthcare provider. In the event that Elite Global Doctors receives a court order to disclose information on the Site about you or your activities on the Site, you agree that such information may be disclosed.

You may request that we update or change the information you provided to us or receive a copy of the information we have stored by sending an email to [security@eliteglobaldoctors.com](mailto:security@eliteglobaldoctors.com) or by updating the information in your member profile. We will make all reasonable efforts to comply with your wishes or provide an explanation as to why we cannot make the requested changes. We may request proof of identity before responding to any request.

### **Third-Party Websites.**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Elite Global Doctors has no control over such sites and resources, and Elite Global Doctors is not responsible for and does not endorse such sites and resources. Furthermore, you acknowledge and agree that Elite Global Doctors shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods, or services available on or through any such site or resource.

### **Indemnification and Payments.**

You agree to release, indemnify, defend, and hold Elite Global Doctors and its affiliates and their officers, employees, directors, and agents collectively ("Indemnitees") harmless from and against any and all losses, damages, liabilities, fines, fees, costs, and expenses, including reasonable attorneys' fees, arising out of or related to allegations, rights, claims, or actions of any kind arising out of or related to: (i) injury (including death) or property damage caused by your action or inaction or that of your agents; (ii) your use of the Service; (iii) any User Content or any other content or material you provide directly or indirectly; (iv) your connection to the Service; (v) your violation of these Terms of Service or this Agreement; or (vi) your violation of the rights



of another person.

#### **Disclaimer of Warranties.**

Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Elite Global Doctors expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Elite Global Doctors does not warrant that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, or (iv) the quality of any products, services, information, providers, or other material purchased or obtained by you through the service will meet your expectations.

"Elite Global Doctors" is not responsible for any type of damage, harm, or loss to the user caused by failures in the system, the server, or the internet that prevents or restricts the provision of services in any way. "Elite Global Doctors" shall also not be responsible for any virus that could infect the user's equipment as a result of accessing, using, or examining its website or following any transfer of data, files, images, texts, or audio contained therein, in both cases due to events beyond its control. Users hereby release "Elite Global Doctors" from any liability to that effect and, consequently, from demanding any payment for damages of any kind resulting from technical difficulties or failures in the systems or the internet. "Elite Global Doctors" does not guarantee continuous or uninterrupted access and use of the site and/or the provision of services. The system may eventually be unavailable due to technical difficulties or internet failures, or any other circumstance beyond its control; in such cases, efforts will be made to restore it as quickly as possible without any liability being attributed to the company.

#### **Limitation of Liability.**

You expressly understand and agree that Elite Global Doctors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, or damages for loss of profits, including but not limited to damages for loss of data or losses (even if Elite Global Doctors has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, including results from:

- (I) The use or the inability to use the service;
- (II) The cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the service;
- (III) Unauthorized access to or alteration of your transmissions or data;
- (IV) Statements or conduct of any third party on the service (including without limitation any provider);
- (V) Any other matter relating to the service.



In no event shall the total liability to you for all damages, losses, or causes of action exceed the amount you have paid to Elite Global Doctors in the last six (6) months or, if greater, one hundred United States dollars (US\$ 100).

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue use of the service.

#### **RESPONSIBILITIES:**

The liability of Elite Global Doctors derived from the services provided through telemedicine corresponds to an obligation of MEANS (best efforts) and not of RESULTS. Therefore, all obligations arising from the provision of services to users under this contract are obligations of means.

## **Dispute Resolution**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

#### **Arbitration Agreement:**

This section regarding Dispute Resolution by binding arbitration is referred to in these Terms of Service as the Arbitration Agreement ("Arbitration Agreement"). You agree that any and all disputes or claims that have arisen or may arise between you and Elite Global Doctors, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than in court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify.

Furthermore, this Arbitration Agreement does not prevent you from bringing issues to the attention of federal, state, or local agencies, and such agencies may, if the law permits, seek compensation on your behalf. You agree that, by accepting these Terms of Service, you and Elite Global Doctors are each waiving the right to a trial by jury or to participate in a class action lawsuit. Your rights will be determined by a neutral arbitrator, not by a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

#### **Prohibition of Class and Representative Actions and Non-Individualized Relief:**

You and Elite Global Doctors agree that each of us may bring claims against the other only on an individual



basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Elite Global Doctors agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's individual claim(s), and the arbitrator may award public injunctive relief under applicable law to the extent required for the enforcement of this provision.

#### **Pre-Arbitration Dispute Resolution:**

Elite Global Doctors is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer service at [support@Eliteglobaldoctors.com](mailto:support@Eliteglobaldoctors.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Elite Global Doctors should be sent to [info@Eliteglobaldoctors.com](mailto:info@Eliteglobaldoctors.com) ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Elite Global Doctors and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Elite Global Doctors may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Elite Global Doctors or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Elite Global Doctors is entitled.

#### **Future Changes to Arbitration Agreement:**

Notwithstanding any provision in these Terms of Service to the contrary, Elite Global Doctors agrees that if it makes any future change to this arbitration agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending written notice to Elite Global Doctors within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you agree that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

#### **Termination.**

You agree that Elite Global Doctors, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Elite Global Doctors believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. Elite Global Doctors may also, in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice, and Elite Global Doctors may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Furthermore, you agree that Elite Global Doctors shall not be liable to you



or any third party for any termination of your access to the Service.

### **General.**

These Terms of Service, together with the Privacy Policy, constitute the entire agreement between you and Elite Global Doctors and govern your use of the Service, superseding any prior agreements between you and Elite Global Doctors with respect to the Services. You may also be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content, or third-party software. These Terms of Service shall be governed by the laws of the State of Florida, United States of America, without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Weston, Florida, United States of America. The failure of Elite Global Doctors to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of or related to the use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose; otherwise, such claim shall be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Elite Global Doctors, but Elite Global Doctors may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles or headings in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Notice to Elite Global Doctors must be in writing, sent by certified mail or nationally recognized overnight courier, with a duplicate copy to the legal department, with delivery confirmation. The Service may also provide notices of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

We shall not be deemed to be in breach of these terms nor held liable for any failure to comply with these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including, but not limited to, acts of God, terrorism, war, invasion, failures of public networks, electrical shortages, disease, epidemics, pandemics, earthquakes or floods, civil disorder, strikes, fires, or other disasters.

### **Privacy.**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent unless otherwise permitted, and we only use your information as described in our Privacy Policy. We consider the protection of users' privacy to be a very important community principle. We clearly understand that you and your information are one of our most important assets. Our current Privacy Policy is available on the Site at <https://eliteglobaldoctors.com/privacy>. If you object to your information being transferred or used in this way, please do not use the Services.



**Additional Questions.** Please contact us by email at [security@eliteglobaldoctors.com](mailto:security@eliteglobaldoctors.com) to report any violations of these Terms of Service or to raise any questions regarding these Terms of Service or the Service.

#### **Telemedicine.**

Some of our Services may include an online telehealth solution that allows participating medical professionals and healthcare staff ("**Providers**") to communicate with their clients and/or patients (collectively, "**Patients**") to provide healthcare-related services online and conduct virtual home visits via an Internet connection. We are not responsible for Internet connectivity, the lack thereof, or any problems or issues related to its use. We are not a medical service provider, a health insurance company, nor are we licensed to sell health insurance. The Services are not intended to be used by Providers and/or Patients for active patient monitoring in a manner that enables immediate clinical action or continuous monitoring.

Providers who deliver services through our Service are independent professionals practicing within independently owned professional practice groups. We do not practice medicine or any other licensed profession, and we do not interfere with the practice of medicine or any other licensed profession by the Providers, each of whom is responsible for their services and for compliance with the requirements applicable to their profession and license.

The information provided by Providers and/or Patients is simply transmitted through the Services; it is not verified or endorsed by us and is provided "as is." We disclaim all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall we be liable to you or anyone else for any decision or action taken by any party (including, without limitation, any user of the Service) based on information regarding Providers or Patients on the Service.

A healthcare provider's ability to use our services is not an endorsement or recommendation of that healthcare provider by us. Neither we nor any third parties promoting the Services or providing you with a link to the Services shall be liable for the professional advice you obtain from a Provider through the Services. The medical advice provided by your Provider is not under our control, nor is it provided by us. If you are a Patient, you accept responsibility for yourself in the use of the Services. You acknowledge that your relationship for healthcare services is with your healthcare provider and that you obtain the Provider's services at your own risk and assume full responsibility for all risks associated therewith, to the extent permitted by law. By using the Service, you agree not to hold us responsible in any way for any negligence or poor treatment that the Provider may provide.

We reserve the right, but not the obligation, to confirm certain credentials of the Providers using our Services, such as validating that they are in good standing with their respective licenses. Providers who use or appear on the Service are independent professionals practicing in their own name and are not our employees. Any opinion, advice, or information expressed by a healthcare facility, professional, specialist, or other Provider using or appearing on the Service belongs solely to that facility, professional, specialist, or other Provider. They do not reflect our opinions.

We do not recommend or endorse any specific tests, Providers, products, procedures, medications, devices, opinions, or other information that may be mentioned on the Service or by a Provider or licensee of ours. We make no representations or warranties regarding the training or skill of any Provider delivering services through the Service. You will be provided with a list of available providers registered on our platform based



solely on the information you provide to us. Ultimately, you are responsible for choosing your particular Provider. The inclusion of Providers in the Service or in any professional directory located on the Service does not imply a recommendation or endorsement of such Provider, nor is such information intended to be a tool for verifying the credentials, qualifications, or skills of any Provider included therein.

To the extent that a Provider provides you with medical advice through the Services, such medical advice is based on your personal health data provided by you to the Provider and on local standards of care for the symptoms you present, based on the information you provide.

Patients may be required to provide certain personal information, including: name, date of birth, gender, address, email, mobile and work phone numbers, as well as a user ID and password. Patients may also provide certain optional information, including middle name or initial, home phone and other contact information, pharmacy name and contact details, and image and communication preferences. Additionally, the Patient may communicate other health-related information to the Provider during a video consultation through the Services. The patient's medication history is a list of prescriptions that have been prescribed by healthcare providers. A variety of sources, including pharmacies and health insurers, contribute to the collection of this history. By using the Services, you give your permission to allow your particular Provider to obtain your medication history, specifically for use in the provision of care. Optional information is not required to register for an account but may be helpful in providing you with a more personalized experience when using the Site or its Services.

The use of the Service by any entity or individual to verify the credentials of Providers is prohibited.

Aquí tienes la traducción de las secciones finales sobre consentimiento informado, riesgos y actualizaciones del acuerdo:

#### **Informed Consent and Risks.**

As with any medical procedure, there are potential risks associated with the use of telemedicine or any other Service. We believe the likelihood of these risks materializing is very low. These risks may include, but are not limited to, the following:

- a) Delays in medical evaluation, consultation, or treatment may occur due to equipment deficiencies or failures, which may include poor data and video quality.
- b) Security protocols could fail, causing a breach of privacy of personal medical information.
- c) Lack of access to complete medical records may result in adverse drug interactions, allergic reactions, or other negative outcomes.

You understand that the laws protecting the privacy and confidentiality of medical information also apply to telemedicine. You understand that telemedicine may involve the electronic communication of your personal medical information to physicians who may be located in other areas, including outside your country of residence. You understand that you may expect the anticipated benefits from the use of telemedicine, but that no results can be guaranteed or assured. You understand that all information will become part of your medical record and will be available to you by printing the visit summary. This information will have the same restrictions on dissemination without your consent. Except to the extent that it has already been relied upon,



you understand that you may withdraw your consent at any time by contacting us as set forth herein to withdraw your consent and inactivate your account. You understand that your medical information may be shared with others for purposes of treatment, payment, and healthcare operations. Physicians maintain psychotherapy notes but do not share them with others, while billing codes and encounter summaries are shared with others. If you obtain psychotherapy services, you understand that your therapist has the right to limit the information provided to you if, in your therapist's professional judgment, sharing the information with you would be harmful to you. Furthermore, you understand that your medical information may be shared in the following circumstances: When a valid court order is issued for medical records; to report suspected abuse, neglect, or domestic violence; or to prevent or reduce a serious threat to the health or safety of any person.

By using the services and/or accepting these terms, you agree and consent that you have read and understood the information provided herein, and you understand the risks and benefits of telemedicine; by accepting these terms of use, you hereby grant your informed consent to participate in a telemedicine visit under the terms described herein. You agree to receive care through the service; the scope of care will be at the sole discretion of the provider treating you, without a guarantee of diagnosis, treatment, or prescription; the provider will determine if the condition being diagnosed and/or treated is appropriate for a telehealth encounter through the service.

You undertake not to use the Site for any purpose that is unlawful or prohibited by these General Terms and Conditions. By giving your acceptance to this contract, you agree to be bound by the provisions of these General Terms and Conditions, including the authorizations granted by you hereunder.

#### **Changes and Updates.**

Elite Global Doctors reserves the right, at any time, to modify, alter, or update these Terms of Service by posting the new modified, altered, or updated terms on the Site or by other reasonable means, and you agree to be bound by such modifications, alterations, or updates. If you do not agree to such modifications, alterations, or updates, you must terminate your use of the Services. Any such changes will become effective when posted. Your continued use of any of the Services after the posting of notice of any changes to this Agreement will constitute your acceptance of such modifications, alterations, and updates.