

TERMS OF USE

Contractual Relationship

Please read these terms carefully as they constitute a legal agreement between you and **Clindle LLC**. By using the services, you confirm your agreement to be bound by these terms. If you do not agree to these terms, do not access or use the services.

Arbitration Agreement

Important: Resolve disputes with Clindle on an individual basis by binding arbitration between you and Clindle LLC, and NOT in a court of law, including but not limited to federal, state statutory, small claim court, common law claims, and consumer protection laws and principles. This agreement precludes you from bringing any individual, class, collective, or representative action against Clindle LLC, and precludes you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Clindle LLC by someone else.

You acknowledge and agree that you and Clindle LLC are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. However, you and Clindle LLC each retain the right to bring an individual action in small claims court to prevent actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Services

Clindle LLC offers an online platform for **providers** and **patients** to connect through synchronous and asynchronous telecommunications technologies. The professional services provided by Clindle LLC are collectively referred to in these **Terms of Use** as the **'Services**'. Our goal is to make care **affordable and accessible** for all.

When using Clindle Services, you can **book and pay for appointments** for yourself or someone else. It's important to note that any **prescriptions** you acquire from a **Provider** are intended solely for your personal use or for the person whose name appears on the prescription. If you have any questions about a prescription, you should **contact a physician or pharmacist**.

By utilizing Clindle Services, you acknowledge the potential risks associated with **Telehealth Services**. These risks include:

- Poor resolution of images, which may impact appropriate medical decision-making.
- Delays in evaluation or treatment due to electronic equipment failures.

- Limited access to your medical records, which could lead to adverse drug interactions, allergic reactions, or other judgment errors.
- The **potential risk of privacy breaches** related to your health information if security protocols fail.

As part of the services provided by Clindle LLC, it's important to recognize that Clindle is **not liable** for any potential risks, damages, or harms arising from the **exposure or utilization of medications** or other related items produced and/or dispensed by **local or non-local pharmacies** or prescription dispensing agencies. This agreement precludes you from bringing any individual, class, collective, or representative action against Clindle LLC and prevents you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Clindle LLC by someone else under this agreement.

Under the same agreement, you agree not to participate in or seek relief under any current or future class, collective, consolidated, or representative actions brought against Clindle LLC and/or Clindle Services by someone else. Any disputes with Clindle LLC or Clindle Services would be addressed on an individual basis between you and Clindle LLC, and **not in a court of law**, including but not limited to federal, state statutory, small claims court, common law claims, and consumer protection laws and principles. The result and/or reward from such a dispute would only be a refund of your personal contributions, which might be less than or equal to your unpaid and unused personal contributions or revenue from such contributions.

Cancellation and Refund Policy

Each appointment removes a timeslot from a provider's availability for the day. For this reason, we are unable to offer refunds once an appointment has been booked. However, you may contact customer care within 24 hours of missing your appointment to reschedule the visit. Not all visits will result in a prescription. No refund will be issued when a prescription is not deemed necessary after the encounter.

Telehealth Services are NOT for medical emergencies or urgent situations. If you believe you have an emergency, call 9-1-1 immediately or go to the nearest emergency room. Clindle LLC reserves the right, at any time, to modify, alter, or update these Terms of Service by posting the modified, altered, or updated terms on the Site or through other reasonable means, and you agree to be bound by such modifications, alterations, or updates.

Please contact us by email to report any violations of these Terms of service or to pose any questions regarding these Terms or the Service.

By using Clindle services, I have read and agreed to the <u>Privacy Policy</u> and <u>Terms of Use</u>. I agree to receive text messages from this practice and understand that message frequency and data rates may apply.

Last modified: January 5, 2024