

TERMS OF USE

These Terms of Use govern your use of the website located at www.ezcareclinic.io (the "Website") and New Beginnings Reintegration and Continuum Care Services, Inc., ("Smart Health OC") (New Beginnings Reintegration and Continuum Care Services, Inc., collectively, the "Companies") and related services. The Website is a service for clients to manage their health using email, telephone and telecommunications-enabled care from physicians and other health care professionals employed by or contracted with Smart Health OC ("Providers"). By using the Website you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of Smart Health OC ("Member"). If you wish to become a Member and make use of the Smart Health OC service (the "Service"), please read this Agreement. CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE USING THE WEBSITE OR SERVICE. USING THE WEBSITE OR SERVICE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE SITE IS NOT INTENDED FOR USE IN A MEDICAL EMERGENCY OR IN CASE OF AN URGENT HEALTHCARE NEED.

1. Acceptance of Terms of Use Agreement. (a) Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your membership in the Service. This Agreement may be modified by Smart Health OC from time to time, and such modifications will be effective upon posting by Smart Health OC on the Website. This Agreement incorporates by reference Smart Health OC's Notice of Privacy Practices and any notices regarding the Website or policies posted on the Website. By accessing the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

(b) Format of Agreement. By accessing the Website or becoming a Member, you consent to have this Agreement provided to you in electronic form. You may request a non-electronic copy of this Agreement at any time. To receive a non-electronic copy of this Agreement, please send an e-mail to info@smarthealthoc.com or a letter and self-addressed stamped envelope to: Smart Health OC, 4200 Latham Street, #A, Riverside, CA, US 92501. (c) Withdrawing Your Consent. You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form. To withdraw your consent, please send an email to info@smarthealthoc.com or a letter and self-addressed stamped envelope to: Smart Health OC, 4200 Latham Street, #A, Riverside, CA, US 92501. Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password, and you will not have the right to use the Service unless, and until, we issue you a new username and password. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.

2. Eligibility and Acknowledgment. By using the Website, you acknowledge and agree that (a) the Service is provided at the sole discretion of the Providers; (b) the Service is limited to diagnosis and treatment of those non-emergent medical condition appropriate for diagnosis and treatment using email, telephone and/or telecommunications; (c) accessing the Service from a state other than a state which Smart Health OC operates is prohibited, and you confirm that you are physically located in a state which Smart Health OC operates when you request to use the Service; (d) the Service may not be reimbursable by commercial insurers, managed care organizations, preferred provider organizations or other payors, but you may separately from Smart Health OC seek reimbursement from any such payor for the cost of use of the Service (e) you are at least 18 years of age, or accompanied by a parent or guardian who can give informed consent on your behalf if you are under the age of

18 at the time of the consultation; and (f) if you are seeking services on behalf of a child, dependent or other person for whose medical care you are responsible, your approval of the terms of this Use Agreement will bind such other person to these terms.

3. **Non-commercial Use by Members.** The Website is for the personal use of individual Members only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive action. Use of the Website is with the permission of **Smart Health OC**, which may be revoked at any time, for any reason, in **Smart Health OC**'s sole discretion.
4. **Charges on Your Billing Account.**

(a) **General.** **Smart Health OC** bills you through an online account (your "Billing Account") for use of the Service. You agree to pay **Smart Health OC** all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize **Smart Health OC** to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. **Smart Health OC** reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. The payment might be divided into two parts. First part charges at the moment of the appointment booking. The rest charges just before the appointment starts. (b) **Current Information Required.** You must provide current, complete and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify **Smart Health OC** if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure of your user name or password. (c) **Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If **Smart Health OC** does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.

5. **Account Security.** You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify **Smart Health OC** of any unauthorized use of your username or password or any other breach of security related to your account, and (b) ensure that you exit from your account at the end of each session. **Smart Health OC** will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling any auto-sign in feature if you have linked your **Smart Health OC** account to any electronic mail service or other account.
6. **Content on Smart Health OC Website.** **Smart Health OC Medical Clinic, Inc.** owns and retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of Companies and their licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.
7. **Prohibited Activities.** **EzCare** reserves the right to investigate and terminate your membership if you have misused the Service, or behaved in a way which could be regarded as inappropriate or engaged in conduct that is unlawful or illegal. The following is a partial

list of the type of actions that you may not engage in with respect to the Service: • You will not express or imply that any statements you make are endorsed by **Smart Health OC** without our specific prior written consent. • You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents. • You will not post, distribute, remove or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights. • You will not interfere with or disrupt the Service or the site or the servers or networks connected to the Service or the Website. • You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. • You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service. • You will not “frame” or “mirror” any part of the Service or the Website, without **Smart Health OC**’s prior written authorization. You will not use meta tags or code or other devices containing any reference to **Smart Health OC** or the Service or the site in order to direct any person to any other web site for any purpose. • You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or cause or enable others to do so.

8. **Permission to Treat.** By completing your registration through the Website, you give permission to the Providers to provide you with medical care. You may withdraw this consent at any time by no longer seeking care from **Smart Health OC** or by providing notice to **Smart Health OC** of such withdrawal. **Smart Health OC** has the right to refuse access to the Service to any person at any time, for any reason, or for no reason at all.
9. **Modifications to Service.** **Smart Health OC** reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that **Smart Health OC** shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
10. **Copyright and Trademark.** You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. The trade names, trademarks, service marks, logos, and slogans contained in the Website are the trade names, trademarks, service marks, logos and slogans of the Companies and/or their subsidiaries and affiliates (each a “Mark” and collectively the “Marks”). You are not authorized to use any Mark in any advertisement, publicity or in any other commercial manner without our prior written consent. The trade names, trademarks, service marks, logos and slogans contained in the Website that are not our Marks are the trade names, trademarks, service marks, logos and slogans of their respective owners.
11. **Privacy.** Use of the Website and/or the Service is also governed by our Notice of Privacy Practices and privacy policy, copies of which may be found on our Website. You authorize **Smart Health OC** to use and publish any comments you choose to share about the Service, including comments shared in patient satisfaction surveys, unless otherwise specified. **Smart Health OC** will only publish comments using your first name. If you choose to share your protected health information over email, telephone or video communications you acknowledge that such email, telephone or video communications may not be encrypted and/or may not be a secure method of communication, and you assume the risk of such unsecured communications.
12. **Disclaimers Regarding the Service.** YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT THE SITE IS NOT INTENDED FOR USE IN A MEDICAL EMERGENCY OR IN CASE OF AN URGENT HEALTHCARE NEED, AND AGREE THAT YOU WILL SEEK CARE ELSEWHERE IN THE EVENT OF A MEDICAL

EMERGENCY OR URGENT HEALTHCARE NEED. The Service is not a replacement for your primary care physician or annual office check-ups. The Service is not an online pharmacy, and Providers do not prescribe elective medications, narcotic pain relievers, or drugs listed as controlled substances by the U.S. Drug Enforcement Agency. You agree that any prescription obtained through the Service from a Provider will be used only for its intended use. **Smart Health OC** does not guarantee that a specific medication will be prescribed if requested.

13. **Disclaimers Regarding the Website.** **Smart Health OC** is not responsible for any incorrect or inaccurate content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. **Smart Health OC** is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. **Smart Health OC** assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. **Smart Health OC** is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof. Under no circumstances will **Smart Health OC** or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and **Smart Health OC** expressly disclaims any warranty of fitness for a particular purpose or non-infringement. **Smart Health OC** cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. **Smart Health OC** makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website.

14. **Links.** The Website or Service or third parties may provide links to websites operated by third parties. These links are provided solely for convenience and reference purposes only. The inclusion of any such link does not imply that we endorse the content of any web site to which the Website provides a link, nor are we liable for your reliance on or use of any information or materials contained in them.
15. **User Feedback** You may be asked to provide feedback on your **Smart Health OC** experience. This feedback is always optional and your choice. This feedback may be hosted and stored at a third party site. You agree to not provide any personally identifiable information when providing feedback.
16. **Limitation of Liability** To the extent permitted by law, in no event will **Smart Health OC** be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages arising from your use of the Website or the Service. Notwithstanding anything to the contrary contained herein, **Smart Health OC's** liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to **Smart Health OC** for the Service during the term of membership.

17. Indemnity by You. You agree to indemnify and hold **Smart Health OC**, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of (a) your use of the Website or the Service in violation of this Agreement, (b) your failure to comply with applicable laws and regulations; and/or (c) your breach of this Agreement and/or any breach of your representations and warranties set forth above.
18. Arbitration of Disputes.

(a) It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. (b) You understand and agree that this agreement to arbitrate binds you and anyone else who may have a claim arising out of or related to all treatment or services provided by **Smart Health OC** or physicians employed or engaged by **Smart Health OC**, including a spouse or heirs and any children, whether born or unborn at the time of the occurrence giving rise to any claim. This includes, but is not limited to, all claims for monetary damages exceeding the jurisdictional limit of the small claims court, including, without limitation, suits for loss of consortium, wrongful death, emotional distress or punitive damages. You further understand and agree that if you sign this Agreement on behalf of some other person for whom you have responsibility, then, in addition to myself, such person(s) will also be bound by this agreement to arbitrate, along with anyone else who may have a claim arising out of the treatment or services rendered to that person. You also understand and agree that this agreement to arbitrate relates to claims against **Smart Health OC** or physicians employed or engaged by **Smart Health OC** and any consenting substitute physician, as well as the physician's partners, associates, association, corporation or partnership, and the employees, agents, and estates of any of them. You also hereby consent to the intervention or joinder in the arbitration proceeding of all parties relevant to a full and complete settlement of any dispute arbitrated under this Agreement, as set forth in the Medical Arbitration Rules of the California Medical Associations and the California Hospital Associations (the "Rules"). (c) You agree that the arbitrators have the same immunity from civil liability as that of a judicial officer when acting in the capacity of arbitrator under this agreement to arbitrate. This immunity shall supplement, not supplant, any other applicable statutory or common law. (d) YOU UNDERSTAND THAT YOU DO NOT HAVE TO SIGN THIS AGREEMENT TO ARBITRATE IN ORDER TO RECEIVE THE SERVICES OF EZCARE OR ITS EMPLOYED OR ENGAGED PHYSICIANS, AND THAT IF YOU DO SIGN THIS AGREEMENT TO ARBITRATE AND CHANGE YOUR MIND WITHIN 30 DAYS OF TODAY, THEN YOU MAY CANCEL THIS AGREEMENT TO ARBITRATE BY GIVING WRITTEN NOTICE TO EZCARE WITHIN 30 DAYS OF THE DATE OF YOUR SIGNATURE BELOW STATING THAT YOU WANT TO WITHDRAW FROM THE ARBITRATION PROVISIONS OF THIS AGREEMENT. SHOULD YOU CHOOSE TO WITHDRAW FROM THE ARBITRATION PROVISIONS OF THIS AGREEMENT, ALL OTHER PROVISIONS OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. (e) On behalf of yourself and all others bound by this agreement to arbitrate as set forth in Paragraph 19(b), agreement is hereby given to be bound by the Medical Arbitration Rules of the California Medical Associations and the California Hospital Associations, as they may be amended from time to time, which Rules are hereby incorporated into this Agreement.

19. Jurisdiction and Choice of Law. If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of California, without regard to its conflict of law provisions.
20. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.
21. Acknowledgment of Terms and Electronic Signature. You certify that you have read, accept, and hereby consent to the terms of this Agreement, and your acceptance of these terms

constitutes your electronic signature to this Agreement. You agree that you may be sent electronic notices to the email address provided during your registration for the Service. Any notice sent to that email address will be effective once delivered, regardless of whether or not you actually received the notice or choose to read it. This Agreement constitutes the sole agreement between you and **Smart Health OC** for your use of the Service, and any further statements or inducements, oral or written, not contained in this Agreement shall not bind either you or **Smart Health OC**. Any of the terms of this Agreement which are invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement.

22. Referral Policy. Personal invite links should only be used for personal and non-commercial purposes. This means that you can share your invite link with your personal connections via email, Twitter feeds, Facebook pages, personal blogs, etc. where you are the primary content owner. However public distribution on sites where you are a contributor but not the primary content owner (e.g., Wikipedia, coupon websites) is not allowed. Promoting your referral code via Search Engine Marketing (e.g., AdWords/Yahoo/Bing) is also not allowed. **Smart Health OC** reserves the right to suspend your account and/or revoke any and all referral credits at any time if we feel they were earned inappropriately.
23. Text Messaging. By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from **Smart Health OC** at any time by texting the word STOP to from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

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A JURY OR COURT TRIAL. SEE PARAGRAPH 19 OF THIS AGREEMENT. I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Consent To Telehealth Services

Consent For Medical Care: I consent to medical testing, care and treatment by New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers. **Consent for Telemedicine:** I agree to care using Telemedicine. This is care done by sending video images or other transmitted information to a Provider who is in a different place from me. There are some advantages to care by Telemedicine. Advantages include being able to get faster care, and more immediate response by a Provider. There are also possible problems. These include interruptions, unauthorized access and technical difficulties. An exam, consultation or service by Telemedicine may miss information that a direct exam might provide. At any time, I may refuse or stop an exam, consultation or service done by Telemedicine. Technical assistants may also be present during the exam, consultation or service to help with the process. There may be charges for Providers and the facility for Telemedicine services. **Assignment of Benefits:** I hereby irrevocably assign payment to New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers accepting this assignment. Where benefits are applicable, I certify that the information given by me in applying for payment, under Title XVIII or XIX of the Social Security Act, is correct and request that payment of authorized benefits be made to MHS on my behalf. **Release of Information for Payment Purposes:** I hereby authorize and consent New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers' release of medical information to obtain payment as described in the New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers Privacy Notice. This consent includes, without limitation, present and future HIV test results and mental health records. **Obligation for Payment:** I understand I am financially responsible to MHS and physicians for charges for all services provided by New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers to me, which my insurance carrier does not cover (which includes all commercial and government third-party payors). I understand that it is my responsibility to comply with all requirements for insurance out-of-network coverage. I further understand and agree that any credit balance resulting from payment may be applied to any other accounts owed by me to New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers. In the event that I fail to fulfill any of the payment obligations in this section, I agree to pay any and all attorney fees and/or collection costs incurred by New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers in the enforcement of my payment obligations or any other obligations as specified herein. **Release of Liability for Loss of Personal Property:** I fully understand that the staff of New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers cannot give attention to any item of personal property, regardless of value. In the event of the loss of such items, I will not hold New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated offices responsible, but will personally assume any cost and expense incurred because of such loss. **Communications:** I authorize New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers to contact me by the use of any automatic dialing system or by pre-recorded forms of voice/messaging system. I also authorize New Beginnings Reintegration and Continuum Care Services, Inc and its affiliated providers or other providers or their agents or affiliates to contact me on my home phone, cell phone (by either voice call or text message), and/or electronic mail owned or used by me. If I request medical or financial information be sent by e-mail, fax, or other electronic means I understand there is a risk of misdirection disclosure, or interception by unauthorized parties. If I make such a request, I assume that risk. I further authorize New Beginnings Reintegration and Continuum Care Services, Inc and entities contracted with New Beginnings Reintegration and Continuum Care Services, Inc to contact me for the purpose of inquiring about my patient experience at any New Beginnings Reintegration and Continuum Care Services, Inc facility. **Professional Billing:** Charges for physicians who provided your care and interpreted your tests are not included in your hospital bill. You will receive separate bills from the emergency room physician, radiologist, pathologist, anesthesiologist, surgical assistants, specialty consults, and your attending physician outside of this medical group.

