

# Terms of Use

Last updated: September 6, 2023

Welcome to UP2U Telecare, LLC. (collectively “we,” “us,” “our,” or “UP2U Telecare”) website, located at [www.up2utelecare.com](http://www.up2utelecare.com) (the “Site”). Please read these Terms of Use (the “Terms”) carefully, as they govern your use of our Site and our Services.

**IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 or go to the nearest emergency room. UP2U Telecare’s services are NOT appropriate for emergency medical concerns.**

**1. Description of Services.** The Site provides a platform for adults to learn about the services offered by UP2U Telecare and connect with a Healthcare Provider for treatment, if desired (the “Services”). The Services may include such features as:

- Completing assessments to screen for conditions such as anxiety, depression, and other conditions. These assessments are based on medically validated studies, and while only a qualified Healthcare Provider can make a formal diagnosis, these assessments may help you determine whether UP2U Telecare’s services could be of benefit to you.
- Connecting with a licensed Healthcare Provider who is affiliated with UP2U Telecare (“Healthcare Provider(s)”) for evaluation and potential treatment of urgent care and psychiatric care needs.
- Receiving urgent care or mental health services on a recurring basis.
- Monitoring your care and progress through other tools and resources.

**2. Nature of Services.** The specific features of the Services offered by UP2U Telecare may change from time to time,

and UP2U Telecare, at its sole discretion, may choose to discontinue some or all of the Services. If Service changes are made, UP2U Telecare will make all reasonable efforts to ensure you receive notice of these changes in a timely fashion.

- 3. Healthcare Treatment.** Services offered by Healthcare Providers, including diagnoses, medical advice, and prescription medications are available in all 50 states and Washington D.C.  
To receive such Services, you must agree to the Telehealth Consent policy, which shall consist of: (1) your voluntary authorization to the rendering of treatment by Healthcare Providers as deemed necessary in their professional judgment; (2) your acknowledgement that no guarantees have been made as to the effect of such treatment; (3) your understanding that you have the right to refuse any treatment and discuss any treatments with healthcare providers; and (4) your understanding that you are responsible for the payment of the Services provided to you. You understand that UP2U Telecare provides a platform and mechanism for you to connect with Healthcare Providers, and that the Services you receive from your Healthcare Provider will ultimately be made at the professional discretion of the provider. If you believe that your Healthcare Provider in any way fails to meet professional standards, you may file a complaint against the Healthcare Provider to UP2U Telecare's administrative team. Details of your complaint should be emailed to [office@up2utelecare.com](mailto:office@up2utelecare.com). You cannot be discriminated against for submitting a complaint in good faith about the treatment you've been provided.

- 4. Agreement to Terms.** By using our Services, you agree to be bound by these Terms. Additionally, the terms of this Agreement shall be binding upon any of your heirs,

successors, assigns and legal representatives. If you don't agree to be bound by these Terms, do not use the Services.

5. **Privacy.** Please refer to our Privacy Policy, which details your consumer privacy rights, and our Notice of Privacy Practices, which details your healthcare privacy rights. These policies will provide information about how we may collect, use and disclose your information. By using the Services, you acknowledge and consent that your personal information is subject to the terms of our Privacy Policy.
6. **Changes to Terms.** We may update the Terms at any time, at our sole discretion. If we do so, we'll let you know by posting the updated Terms on the Site. It's important that you review the Terms whenever you use the Services, and periodically thereafter to see if they have been updated. If you continue to use the Services after we have posted updated Terms, you're agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then you may not use the Services anymore. Because our Services are evolving over time, we may change, add to or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
7. **Who May Use the Services?**
  - **Eligibility.** You may use the Services only if you are 18 years or older OR if you are a minor accompanied by a parent or legal guardian AND capable of forming a binding contract with UP2U Telecare, and are not barred from using the Services for any other reason.
  - **Registration and Your Information.** If you want to use the Services offered by UP2U Telecare, you may create an account via the Client Portal via the Site, by calling 931-253-7075, or via email to [office@up2utelecare.com](mailto:office@up2utelecare.com).
  - **Accuracy of Account Information.** It's important that you provide us with accurate, complete and up-to-date

information while creating your Account, and that you agree to update such information to ensure it remains current. If you don't, we might have to suspend or terminate your Account.

- **Account Protection.** You agree that you won't disclose your Account password to anyone, and that you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you're aware of these activities.

**8. Feedback.** We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by emailing [office@up2utelecare.com](mailto:office@up2utelecare.com). In doing so, you grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, and/or create derivative works based upon and otherwise exploit the Feedback for any purpose.

**9. Payment.** UP2U Telecare requires payment of a Fee for Services. These Fees are subject to change at the discretion of UP2U Telecare. We may update the Fees at any time, at our sole discretion. If we do so, we'll let you know by posting the updated Fees on the Site.

**10. General.** When you owe certain Fees (each, a "Transaction"), you expressly authorize us our third-party payment processor to charge you for the Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification ("Payment Information"). By providing us with your Payment Information, you represent and warrant that you have the

legal right to use all payment methods represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third-parties with whom we partner so we can complete your Transaction and charge your Payment Information for the type of Transaction you have selected (plus any applicable taxes and other charges). You may be requested either by UP2U Telecare to provide additional information to verify your identity before completing your Transaction.

- **Cancellation and No-Show.** By consenting to Services provided by UP2U Telecare, you consent to UP2U Telecare's Cancellation and No-Show terms. In accordance with these terms, we reserve the right to charge you 50% of appointment fee should you miss an appointment without providing proper notice of cancellation at least twenty-four (24) hours prior to the start time of your scheduled appointment. This fee is directly assessed to your payment information on-file and is not reimbursable.
- **Other Fees.** You agree to pay all other fees and charges including, for example, appointment no-show fees or late rescheduling fees ("Other Fees") associated with your Account on a timely basis. By providing us with your Payment Information, you authorize us to bill and charge your Fees using your Payment Information, and agree to maintain valid Payment Information in your Client Portal
- **Insurance.** In certain situations, you or a family member's health plan may cover all or a portion of your use of Services. UP2U Telecare does NOT bill any insurance for Services rendered. You may request a Superbill for proof of Services rendered to submit to your insurance company for possible reimbursement. There is a Fee associated with this request. UP2U

Telecare cannot guarantee reimbursement for any and all Services provided.

**10. Use of Services.** We invite you to use the Services for personal and non-commercial purposes. When you accept these Terms, we grant you a limited, personal, non-exclusive, non-transferable, fully revocable license to access and use the Services as permitted under these Terms and any other agreements you may have entered into with us. You have no other rights in or to the Services or any materials or content available therein (the “Content”), and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Services or Content in any manner. If you breach any of these Terms, your Services may be terminated at our sole discretion.

**11. Prohibited Uses.** You agree not to use the Services for commercial or public purposes or to: a) violate any local, state, national or international law; b) stalk, harass or harm another individual; c) collect or store personal data about other users or persons; d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; f) attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means; and/or g) impersonate any person or entity or otherwise misrepresent your affiliation with another person or entity.

**12. Intellectual Property.** You expressly acknowledge that UP2U Telecare or its licensors own all legal right, title and interest to the Site and Services. UP2U Telecare reserves all

rights not expressly granted in and to the Service. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, publication or other commercial use of any copyrighted material is strictly prohibited without our express written consent or the express written consent of the copyright owner or licensor.

- 13. Third-Party Sites.** The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risks arising from your use of any third-party websites or resources.
- 14. Warranty Disclaimers.** The Services and content are provided “as is,” without warranty of any kind. Without limiting the foregoing, we explicitly disclaim any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement, and any warranties arising out of course of dealing or usage of trade. We make no warranty that the Services provided will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.
- 15. Clinical Disclaimer.** UP2U Telecare does not recommend or endorse any specific drugs, tests, healthcare providers, products, procedures, opinions, “off-label” drug uses, or other information that may be mentioned through Services, and does not represent that Services provided on the Site are always an appropriate substitute for in-person medical services. Furthermore, Services are never appropriate for emergency situations.

**16. Indemnity.** You will indemnify and hold harmless UP2U Telecare and its officers, directors, employees, clinicians and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with: (i) your access to or use of the Services or Content, or (ii) your violation of these Terms.

**17. Limitation of Liability.** UP2U Telecare and its officers, employees, directors, clinicians, subsidiaries, affiliates, agents, and licensors are neither responsible nor liable for any indirect, incidental, special, consequential, exemplary, punitive, or other damages whatsoever (including, but not limited to, damages for lost profits, goodwill, use, data, or other intangible losses) arising out of or related to your use of the Site, including any content or information contained therein, or Services related thereto, whether based on contract, tort, warranty, statute, or otherwise. Your sole remedy in the event of any problem with the Site is to stop using the Site and the Services.

**18. Applicable Law.** The validity, interpretation, construction, and performance of these Terms and any claim, cause of action or dispute arising out of, or related to, these Terms, and dispute resolution, shall be governed by the laws of the State of Tennessee without giving effect to the principles of conflict of laws. Except for disputes subject to arbitration as described below, any disputes relating to these Terms or the Services, regardless of jurisdiction, will be heard in the courts located in Franklin County, Tennessee.

**19. Notices.** Any notices or other communications provided by UP2U Telecare under these Terms, including those regarding modifications to these Terms, will be given via the Site or such other means as UP2U Telecare deems appropriate, such as by phone or via email.

**20. Communications.** By using the Services, you consent to receiving electronic communications, including email, from UP2U Telecare. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of your relationship with UP2U Telecare. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You will retain the option to discontinue receiving marketing communications from UP2U Telecare at any time. By using the Services, you also consent to receiving traditional mail from UP2U Telecare.

**21. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator 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 that the other provisions of these Terms shall remain in full force and effect.

**22. Waiver of Rights.** Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to that breach or other similar breaches.

**23. Contact Information.** You may contact us at [office@up2utelecare.com](mailto:office@up2utelecare.com) or by calling 931-253-7075. If you have a question or complaint regarding the technology or Site, please contact us as described above.