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## Terms of Use for HLTHDSK Services

*Last Updated: November 20, 2024*

These Terms of Use ("Agreement") govern your access to and use of the HLTHDSK services (the "Service"), which may include websites, mobile applications, communication tools, and other associated platforms operated by MD3C, LTD. ("HLTHDSK," "we," "us," or "our"). By accessing or using the Service, you agree to comply with and be bound by these Terms of Use. If you do not agree or do not understand these terms, do not access or use the Service.

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## Key Features of This Agreement

- **Incorporation of our Privacy Policy:** Your use of the Service is subject to our Privacy Policy, which is incorporated herein by reference.
  - **No Emergency Use:** HLTHDSK is not intended for emergency use. If you are experiencing a medical emergency, please call 911 if you are in the United States, or your local emergency response number.
  - **No Medical Advice:** HLTHDSK does not provide medical advice or establish a physician-patient relationship. *The information on this site has been included in good faith for general informational purposes only. It is not intended to amount to advice on which you should rely, and we give no representation, warranty or guarantee, whether express or implied as to its accuracy or completeness. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.*
  - **Consent to Communications:** By providing a phone number or email, you consent to receive communications, including SMS and email, from us. Message and data rates may apply.
  - **Arbitration Agreement:** Disputes must be resolved through binding arbitration rather than court proceedings, except as provided herein.
  - **Facility Manager Obligations:** Additional terms apply to Facility Manager accounts, outlined in the Addendum for Facility Managers.
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## 1. Service Overview

HLTHDSK is designed to help individuals, healthcare professionals, and healthcare organizations make informed decisions. The Service may include the ability to:

- Identify appropriate care venues based on user-provided information.
  - Facilitate communication between users and healthcare organizations.
  - Provide tools for healthcare organizations to manage patient engagement and visibility.
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## **2. User Responsibilities**

You agree to:

- Provide accurate and complete information.
- Maintain the confidentiality of your account credentials.
- Protect the confidentiality of any SMS messages or communications associated with your account.
- Comply with all applicable laws and regulations.

You agree not to:

- Use the Service in an emergency.
  - Engage in any activity that interferes with or disrupts the Service.
  - Attempt to gain unauthorized access to the Service or its associated systems.
  - Use the Service for any unlawful or prohibited purpose.
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## **3. Communications Consent**

By providing your phone number or email, you consent to receive communications from HLTHDSK, including marketing messages.

- SMS messages will identify requested connections between you and healthcare facilities.
  - You may opt out of text communications by replying “STOP,” but delays in processing such requests may occur.
  - HLTHDSK is not liable for fees or data charges associated with these communications.
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## **4. Limitation of Liability**

HLTHDSK makes no guarantees regarding the accuracy, reliability, or availability of the Service. Use of the Service is at your own risk.

To the fullest extent permitted by law:

- HLTHDSK disclaims all warranties, including implied warranties of merchantability and fitness for a particular purpose.
  - HLTHDSK is not liable for indirect, incidental, or consequential damages.
  - **Maximum Liability:** In no event shall HLTHDSK's total liability to you for any claims, losses, or damages arising out of or relating to these Terms or your use of the Service exceed the amount you paid for the Service during the calendar day or month in which the dispute arose.
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## 5. Facility Manager-Specific Terms

If you create a Facility Manager account, you represent that you have the authority to bind your organization to this Agreement.

- Facility Managers agree to provide accurate information regarding the capabilities of their respective facility or facilities.
  - Facility Managers agree to submit to a periodic compliance audit with regard to capabilities, which may take the form of an email questionnaire
  - Facility Managers assume all responsibility for interactions facilitated by the Service.
  - HLTHDSK reserves the right to audit Facility Manager accounts for compliance.
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## 6. No Emergency Use

The Service is not intended for emergency or urgent care situations. If you require immediate assistance, contact local emergency services.

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## 7. User Content Liability Disclaimer

HLTHDSK is not responsible for the content or data entered by users into the Service, including inaccuracies, omissions, or other errors. Users retain full responsibility for the accuracy of the information they provide.

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## 8. Prohibited Use List

The following activities are prohibited:

- Malicious exploitation or misuse of the Service.

- Scraping of data from the Service for any purpose whatsoever.
  - Distribution of false or misleading information.
  - Any activity that interferes with the operation of the Service, or might interfere with the long-term operation of the Service, or violates applicable laws.
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## 9. Sensitive Personal Health Information

HLTHDSK takes reasonable measures to protect any personal health information shared with or through our Service, however the Service does not provide healthcare and stores this information only at your request. While we implement standard security practices to protect user data, we cannot guarantee absolute security of any information transmitted through or stored in our Service. Users should exercise discretion when sharing any personal health information through our platform and acknowledge that such sharing is done at their own risk. We retain user data only as long as necessary to provide our services or as required by applicable law. If we become aware of any unauthorized access to or disclosure of user information, we will make reasonable efforts to notify affected you using the contact information provided in your account (email and/or phone number). You are responsible for maintaining accurate and up-to-date contact information, and HLTHDSK shall have no liability if a notification is not received due to inaccurate or outdated contact information.

**Data Accuracy:** You are solely responsible for the accuracy, completeness, and reliability of all information you provide through the Service. HLTHDSK expressly disclaims any liability for decisions, actions, or outcomes based on information provided by you or by third parties on your behalf, whether such decisions are made by the user or by third parties. You acknowledge that any inaccuracies in the data you or third parties provide are your sole responsibility, and HLTHDSK shall have no obligation to verify, correct, or maintain the accuracy of this information. You further acknowledge that reliance on any information obtained through the Service is at your own risk.

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## 10. Monitoring and Suspension

HLTHDSK reserves the right to monitor accounts and suspend or terminate access to the Service for suspicious or non-compliant activity. Temporary suspension may be used to prevent harm to the Service or its users.

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## 11. Educational Disclaimers

The Service is designed for informational purposes only and is not a substitute for professional medical advice, diagnosis, or treatment. Users are advised to consult qualified healthcare providers for all medical concerns.

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## 12. Arbitration Agreement

All disputes related to the Service must be resolved through binding arbitration in Chicago, IL, under the rules of the American Arbitration Association (AAA).

- **No Class Actions:** Disputes must be resolved on an individual basis.
- **Small Claims Exception:** Claims that qualify may be resolved in small claims court.

Both parties waive the right to a jury trial or to participate in a class action.

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## 13. Indemnification

You agree to indemnify, defend, and hold harmless HLTHDSK, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from: a) Your violation of these Terms of Use b) Your use or misuse of the Service c) Any content you submit, post, transmit, or make available through the Service d) Your violation of any rights of another person or entity e) Any claims brought by third parties arising from or related to your use of the Service or user-provided information f) Any decisions made or actions taken based on information obtained through the Service

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## 14. Force Majeure

HLTHDSK shall not be liable for any failure to perform its obligations under these Terms where such failure results from any cause beyond HLTHDSK's reasonable control, including but not limited to: a) Electronic or mechanical equipment failure b) Telecommunication or internet system failure c) Natural disasters or weather events d) Pandemic or public health emergencies e) Cyber attacks, hacking attempts, or security breaches f) Government actions or restrictions g) Labor disputes or workforce shortage h) Software or hardware malfunctions i) Third-party service provider failures

During Force Majeure events:

- The Service may be interrupted, limited, or unavailable
- Data loss or corruption may occur
- Response times may be delayed

- Normal operations and support services may be suspended

HLTHDSK shall not be responsible for any damages, liability, or losses resulting from such events, including but not limited to:

- Loss of access to the Service
- Data loss or corruption
- Missed communications or notifications
- Inability to process or transmit information
- Any consequential damages or losses

HLTHDSK will make reasonable efforts to restore Service functionality when circumstances permit, but makes no guarantees regarding the timing or completeness of such restoration.

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## 15. Modifications to the Terms

We reserve the right to update these Terms of Use at any time. Continued use of the Service after changes are posted constitutes your acceptance of the revised terms.

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## 16. Termination

HLTHDSK reserves the right to suspend or terminate your account for violations of these Terms.

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## 17. Additional Provisions

- **Severability:** If any provision of this Agreement is deemed invalid, the remaining provisions will remain in effect.
  - **Notices:** HLTHDSK may deliver notices via SMS, email, or postal mail to the contact information provided in your account.
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### Contact Information

For questions or concerns about these Terms of Use, contact us at:  
HLTHDSK Support

[support@hlthdsk.com](mailto:support@hlthdsk.com)

**Acknowledgment**

By using HLTHDSK, you acknowledge that you have read, understood, and agree to these Terms of Use.