

Web and Mobile Terms of Use

AEpiphanY, Inc., its predecessors, licensors, beneficiaries, and its contracted independent entities (collectively, the “Company,” “we,” or “us”), operates the website located at AEpiphanY.com and mobile applications (collectively, the “Site”). The services offered by the Company and the Site are referred to as “Services.” “You,” “your,” and “yourself” refer to the individual user of the Site and Services.

By accessing or using the Site and Services you agree to comply with and to be bound by all of the terms and conditions described in these Terms of Use (“ToU”). If you do not agree to all of these terms and conditions, you are not authorized to use the Site and Services and we ask that you immediately stop using the Site. The Company may revise and update the ToU at any time and publish the changes here. It is your responsibility to review the ToU and ensure you are compliant with all updates. Your continued use of the Site or of our Services will indicate your acknowledgement that you accept the revised terms and agree to be bound by the revised ToU.

YOU HEREBY CERTIFY THAT YOU ARE AGE 18 OR OLDER, HAVE THE LEGAL ABILITY TO CONSENT TO MEDICAL OR MENTAL HEALTH TREATMENT, AND AGREE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS AND TO THE TERMS LISTED BELOW.

To request Services for a minor patient, you must be the parent, legal guardian, or an individual with uncontested legal authority to arrange for and consent to the treatment of the patient. The parent or legal guardian must provide consent to the treatment of the minor patient before availing these Services for a minor. AEpiphanY does not seek through this Site to gather personal information from or about persons under the age of 13 without the consent of a parent or guardian. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of the information you provide and that we will and are entitled to rely upon your truthfulness.

Healthcare providers (“providers”) you access via this Service are relying upon your certification of understanding and agreement with the ToU herein in order to interact with you and provide their services over the AEpiphanY mobile application. We reserve the right to refuse or cancel your registration or your use of the Site and/or the Services if we determine that you have not provided complete and accurate information regarding your identity or have otherwise not provided accurate information regarding your age, residence, and contact information. You agree that you will promptly notify your provider of any change in your eligibility to use the Services. Additionally, you agree to notify us immediately of any known or suspected breach of security or unauthorized use of your registration with AEpiphanY.

The Site has been designed to provide general information about our products and Services. The AEpiphanY app is designed to provide you with a secure electronic platform to communicate with your doctor, therapist, or other licensed provider to receive telehealth services. You are responsible for obtaining and maintaining all equipment necessary to appropriately access the Site. The Site strives to keep its content accurate and current. We cannot guarantee, however,

that all of the information on the Site is completely current or applicable to your needs or circumstances.

In order to use AEpiphy Services, your provider must be registered with us. Your provider will send you an invitation and, once you have accepted the invitation to connect, you can begin receiving telehealth services from your provider through the AEpiphy mobile application. AEpiphy does not recommend, endorse, control, oversee, advise, or manage any specific healthcare service or service providers, nor does it attempt to do so, nor is it able to do so. AEpiphy is not liable for any harms or adverse effects owing or related to medical or healthcare services provided via the AEpiphy platform by a healthcare provider. Any and all results from healthcare services provided by a healthcare provider through the Site Services are the sole responsibility of you and the healthcare provider and you use the Service at your own risk.

EMERGENCIES

NEITHER THE SERVICES NOR THE SITE IS INTENDED FOR USE IN EMERGENCIES.

If you believe you are or may be experiencing an EMERGENCY, or if you believe your loved one may be, do not rely on Site Services. Contact an emergency resource immediately: 911, your own primary care physician, or the nearest hospital emergency department.

In using the Site and Services, you agree not to:

- 1) send or otherwise transmit to or through the Site any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful, or other material AEpiphy deems objectionable;
- 2) send or otherwise transmit any material that can cause harm or delay to the Site or to computers;
- 3) distribute any unsolicited advertising, solicitation, or promotional materials;
- 4) misrepresent your identity or affiliation in any way;
- 5) attempt to obtain or collect any information about users of the Site without the express written permission of AEpiphy;
- 6) gain unauthorized access to the Site, other users' accounts, names, personally identifiable information, or other information, or access to other computers or websites connected or linked to the Site;
- 7) reverse engineer or otherwise attempt to discover the source code of any portion of the Site;
- 8) interfere with the operation of the Site including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or interfering with or disrupting any network, equipment, or server;
- 9) create more than one account or create an account for anyone other than yourself without first receiving permission from the other person; or
- 10) impersonate another person or use another person's sign-in details to access the Site or Services.

Providers

All healthcare professionals providing telehealth Services to patients via the AEphany mobile application are required to be licensed and in current good standing with the applicable state licensing agency in the states where they practice. It is the providers' sole responsibility to determine the suitability of telehealth services for their patients before initiating services via the AEphany mobile application. It is the providers' sole responsibility to educate themselves on the laws and professional standards that apply to medical and/or mental health services provided via telehealth services.

You agree not to hold AEphany liable in any way for any treatment the health care provider may offer to you or to any minor in your care. AEphany makes no representations or warranties as to the conduct, ability, efficacy, accuracy, completeness, timeliness, or relevance of the information provided by providers using the AEphany platform or by third parties featured on or through the Site or Services.

Payments

You acknowledge and agree that you shall be personally responsible for all incurred fees, charges, and expenses for the Services you receive via this Site. Billing for clinical services is set by your provider and processed through the AEphany system. AEphany charges each provider a fee per patient use of the system and collects a service charge for card payment processing. Any payments collected by AEphany are used to compensate AEphany for its software development, overhead, administrative services, and other corporate costs and expenses, including transaction fees for credit card usage. Providers using the AEphany mobile application to provide telehealth services compensate us for the use of the AEphany technology and for administrative services related to use of the Service. Part of your payment for the use of the Services, accounted for separately, is remitted to the provider for the direct clinical services provided to you. AEphany does not earn any profit from the payment to your provider for healthcare services. Regardless of any payments made, AEphany does not hold itself out as your provider of clinical services; that is solely the role of your provider. You agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

When you register on the Site, you are required to create an account by entering your name, email address, and phone number. We will request your credit card information at the time of registration. This information will be used to bill you. AEphany takes all commercially reasonable steps to keep credit card and other private data secure, but no data security method is 100% safe. Your credit card or other transaction data are retained using 256-bit AES (bank-level) encryption to charge you monthly via Stripe payment processing. AEphany charges your card before the beginning of the next month's Service. You understand that if the payment on your account is delinquent this will result in disruption of your access to telehealth services via the AEphany mobile application and the Site. Your provider will be notified of this disruption in Services immediately. Disruption of Services via this Site does not preclude your ability to contact and/or receive services from your provider via phone, email, or other methods you and your provider have previously agreed upon; it only limits your access to AEphany Services.

Cancellation of Services

You can terminate your subscription to our Services at your discretion by cancelling your subscription in the Settings portion of the application. If you cancel your subscription before the end of your billing cycle, you will be refunded the remainder of the monthly fee calculated on a prorated basis.

No Warranty

THE SITE AND ALL MATERIALS, DOCUMENTS, OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, AEPIPHANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

AEPIPHANY MAKES NO WARRANTY THAT:

1. THE SITE OR THE MATERIALS WILL MEET YOUR REQUIREMENTS;
2. THE SITE OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;
3. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR ANY MATERIALS OFFERED THROUGH THE SITE, WILL BE ACCURATE OR RELIABLE; OR THAT
4. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS OR ARE SUITABLE FOR YOUR USE OR CIRCUMSTANCES.

YOU OBTAIN ANY MATERIALS THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK.

AEPIPHANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER MALWARE.

NO ORAL OR WRITTEN INFORMATION PROFFERED BY OUR STAFF SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF ANY ASSERTED WARRANTY.

LAWS REGARDING LIMITATION OF IMPLIED WARRANTIES VARY BY STATE AND LIMITATIONS OF IMPLIED WARRANTIES MAY NOT BE PERMITTED DEPENDING ON YOUR LOCATION. SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CHECK YOUR LOCAL LAWS TO DETERMINE APPLICABILITY.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSEES, OR OTHER AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF

BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR MATERIALS AVAILABLE FROM THIS SITE, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

IF YOUR USE OF MATERIALS FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify, and to hold harmless the Company, together with its officers and directors, from any and all liabilities, penalties, claims, causes of action, and demands brought by third-parties, including the costs, expenses, and attorneys' fees on account thereof arising, resulting from, or relating to: (a) your use of the Site or Services or your inability to use the Site or Services; (b) an allegation that you violated any representation, warranty, covenant or condition in this Agreement; or (c) your intentional or negligent misrepresentation or misuse confidential or protected information. Your agreement to defend, indemnify, and hold the Company and its officers and directors harmless applies whether any claim against the Company is based in allegations of violation of law or of contract or tort, and regardless of the form of action, including but not limited to your violation of any third-party rights, a claim that the Site and/or Services caused damage to you or to any third party and/or your use of and access to the Site and/or Services. This section shall survive your or our termination of or your cessation of use of the Site and Services.

Governing Law

The statutes and laws of the State of California, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site and the purchase of Services available through this Site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within the State of California with respect to such matters.

Any controversy or claim arising out of or relating to these ToU or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The number of arbitrators shall be one; the parties will split the arbitrator's fees equally. The place of arbitration shall be Los Altos, California. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Intellectual Property Ownership and Limitations of Use

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Contact

If you have any questions about the Terms of Use or your interaction with the Site, please contact us by phone at (650) 294-8975 or by email at team@aepiphany.com.

Should any of the above terms be deemed invalid, void, or unenforceable for any reason, that individual term shall be removed and shall not affect the validity or enforceability of remaining terms.

These Terms of Use are effective as of DATE, 03/01/2020