



First Choice Telehealth, LLC • 507 Lakeshore Dr. Eustis, FL. 32726
Phone: (407) 374-5111 • Fax: (407) 374-5112 • Email: info@firstchoicetelehealth.com

FIRST CHOICE TELEHEALTH PATIENT TERMS AND CONDITIONS OF SERVICE:

THESE TERMS AND CONDITIONS OF SERVICE AGREEMENT (the “Agreement” or “Terms”) are made between:

1. FIRST CHOICE TELEHEALTH, LLC, a limited liability company organized under the laws of the State of Florida (“FIRST CHOICE TELEHEALTH”, or “FCT”),

First Choice Telehealth, LLC

507 Lakeshore Drive

Eustis, FL, 32726

2. “THE PATIENT” - defined as the consumer or end user of medical / mental healthcare Professional services.

Each, individually, a Party; collectively, “the Parties.”

WHEREAS, FCT offers certain proprietary software products further detailed herein as a service;

WHEREAS, the Patient seeks to gain access to healthcare through FCT’s Software Products;

NOW, THEREFORE, for the consideration noted above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, seeking to be legally bound, hereto agree:

1. THE SERVICE.

FCT is a third-party telehealth platform provider that connects healthcare Providers to Patients via secure telecommunication platforms selected at FCT’s discretion in order to:

- a) Facilitate tele-communication between Providers and Patients.

- . b) Provide additional services including secure: scheduling, text messaging, record keeping and other services related to healthcare treatment.
- . c) Provide technical support and guidance for both the Provider and Patient to assist with the effective use of the platform(s).
- . d) FCT does not provide, and our services do not include, medical or mental health care or other Professional services related to medical or mental healthcare. In providing the Service to Health Professionals and to Patients, FCT does not enter into a Provider-Patient relationship with anyone, nor does it offer medical advice or mental health or behavioral health advice to anyone. The Parties agree that the Provider is not an employee or agent of FCT. FCT may terminate any agreement it has with any Provider, but otherwise has no authority to discipline, fire or terminate a Provider. In particular, FCT has no authority to influence, much less control, how Providers practice, nor does it seek to acquire any such authority. Rather, we are a technology provider and technology consultation service that provides a platform or platforms with which Providers can provide their services to Patients. Additionally, we offer technical assistance, guidance and training to Patients and Providers on how to use telehealth technology.
- . e) The Providers providing services on the site are not employees or agents of FCT, nor are they associated with FCT in any way. To the extent required by law, each Provider is required to comply with the standard of care applicable as a Provider.
- . f) FCT does not endorse, nor is it competent to evaluate the competence or credentials of any Provider nor any methods or practices that may be found on or provided through this site. It is the responsibility of the Patient end user to verify the competency of the Provider.
- . g) FCT contracts with multiple platform sources to bring the Provider and Patient the optimal combination of platforms for their particular application based upon the Provider's reported usage.

2. Provider Eligibility.

a.) To use the Service, a Provider must be a healthcare Professional licensed in the state in which the Patient lives and in compliance and in good standing with all applicable local, state and federal regulatory requirements.

b.) Accounts. A Patient may not authorize others to use his username or password, or transfer or assign his username or password to anyone else without FCT's written approval. Any attempt to do so will be null and void, and grounds for FCT's immediate termination of Patient's account. Patient is

solely responsible for all usage or activity on his account including, but not limited to, use of the account by any person who uses his username or password, with or without authorization, or who has access to any mobile or other device on which Patient's account resides or is accessible

3. Providers and Patients Must have Mastery of Online Technological Tools.

While FCT makes every reasonable effort to facilitate the use of technology for the Provider and the Patient by offering training, guidance and technical support, the ultimate responsibility for the use of technology falls upon the Provider / Patient as follows:

4.1 Encryption and Information Security: I understand that, as a Patient, I am responsible for maintaining the privacy and security of information about myself that I discuss through FCT. I agree that I will use only highly secured passwords, and will change them monthly. I will not authorize others to use my username or password, or transfer or assign my username or password to anyone else without FCT's written approval. I also agree that I will not use WiFi networks that are not encrypted, or public, shared computers, or laptops lacking master password protection. When using cell phones I recognize the added security risks and take full responsibility for any breach related to this choice. Recognizing that the commonest reason for data breaches is human error, I will protect my computer's physical security so that no one but me or those I authorize can get access to it.

4.2 Passwords: Passwords must be changed regularly. All Patients are required to change their FCT passwords monthly. I agree to use only passwords that are at least 8 characters long with both upper and lower case letters, and have at least 2 different numbers and 2 special characters. I will not use any variation of my name, social security number, address, or other information about me that is readily available. I agree that I will not store my FCT password on my computer.

4.2 Virus Protection: All Patients have the ultimate responsibility of ensuring their machine is safe and secure.

4.3 Hardware: I agree that as a Patient I am fully responsible for being familiar with my hardware.

4.4 Third-Party Services: I agree that I will not use any software or service in conjunction with FCT software that has not been approved by FCT.

5 Patient emergencies: FCT IS NOT INTENDED FOR USE IN EMERGENCIES. IF YOU THINKS YOU ARE OR MAY BE HAVING A MEDICAL EMERGENCY, YOU AGREE THAT YOU WILL NOT RELY UPON FCT FOR HELP. YOU AGREE THAT YOU WILL CALL YOUR LOCAL HEALTH PROFESSIONAL

OR THE APPROPRIATE EMERGENCY CONTACT NUMBER IN YOUR LOCATION OR, IF SAFE, HEAD IMMEDIATELY TO THE NEAREST EMERGENCY ROOM.

6. Applicability.

In order to use the FCT Platform ("Service") the Patient must comply with the Terms and Conditions of Service.

7. Provider-Patient Relationship.

The Service shall be solely provided pursuant to an established Provider-Patient relationship and related to the treatment of the Patient. I agree that in using FCT I will accept care only from Providers who have already cared for me in person.

8. Prohibited Activities.

Patient agrees not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the FCT servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at FCT's sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information from the Service except as required and permitted by this Agreement; (viii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (ix) interfering with the proper working of the Service; (x) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xi) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

FCT may permanently or temporarily terminate, suspend, or otherwise refuse to permit Patient's access to the Service without notice and liability for any reason, including if in FCT's sole determination Patient violates any provision of this Agreement, or for no reason.

All aspects of the Service are subject to change or elimination at FCT's sole discretion. FCT reserves the right to interrupt the Service with or without prior notice for any reason or no reason. Provider agrees that FCT will not be liable for any interruption of the Service, delay or failure to perform.

Patient is solely responsible for interactions with other FCT users. FCT reserves the right, but has no obligation, to monitor disputes between Patients and other users.

8. Patient Provider Interactions.

FCT is not responsible for, nor will it be liable for, any interaction a Patient has with a Provider.

9. Medical Advice.

The tele-communication platform provided shall be used only as a conduit for healthcare services. No other applications should be used for treatment or confidential information in conjunction with the platform provided. The content contained on this site is not and should not be considered medical advice. No representation or warranty is made that any particular drug or treatment is safe, appropriate or effective, and FCT does not endorse or advocate any treatment method.

10. Eligibility Requirements to Access Patient Portions of the Site.

Patient agrees to promptly pay all fees and charges for the Service.

11. Registered User Accounts.

In order to access the Services, Patient will be required to become a registered user of the Services by creating a FCT account ("Account"). To create an Account, Registered user must be of legal age to form a binding contract. If registered user is not of legal age to form a binding contract, registered user may not register to use FCT Services. When a registered user registers, he must choose a user name and a password. Registered user is responsible for safeguarding and maintaining the confidentiality of his password and agrees not to disclose it to any third party. Registered user will be solely responsible for any activities or actions taken under his Account, whether or not registered user has authorized such activities or actions. FCT is not responsible for any unauthorized access to registered user's account. Registered user must notify FCT immediately if he knows or suspects that any unauthorized person is using his password or Account.

Registered user represents that the information provided to FCT at all times is true, accurate, current, and complete. This information includes, but is not limited to, name, address, phone numbers, e-mail addresses, payment information, and account numbers. Changes can be made in the "Patient area" of

the Site. By creating an Account, registered user expressly consents to the use of electronic records to store information related to these Terms or his use of the Services. FCT cannot and will not be liable for any loss or damage arising from registered user's failure to comply with the above requirements.

Registered users may establish accounts on behalf of a minor only if the registered user is the legal parent or guardian of the minor child. Parent or guardian must be present whenever the child is treated unless otherwise arranged with the Provider. FCT has no control over the treatment of minors and therefore takes no responsibility for the treatment or the verification of the registered user's legal right to represent the minor.

12. Treatment Provider Profiles.

As part of FCT's telehealth platform(s), FCT provides profile pages for Providers which will allow the Providers to include information about themselves, their background and experience, and their practice and treatment focuses along with any information documents they see fit to offer to patients. Providers are solely and exclusively responsible for the content of their respective profiles, and FCT expressly disclaims any and all liability for the content of the Treatment Provider profiles, including, without limitation, the accuracy or reliability of any information contained therein.

13. Patient's FCT Profile.

Patient's FCT profile will allow Patient to enter, store, and access their health information online, including medical history, current conditions, symptoms, complaints, allergies and medications, and for your Provider to communicate with you about your care. All of the information contained in your FCT profile will be maintained in accordance with FCT 's Privacy Policy.

Providers may add information to a Patient's FCT profile detailing their findings, diagnosis, treatment plan, and recommendations, including any laboratory tests that were ordered and any medications that were prescribed. Provider will have access to all information in Patient FCT Profiles.

It is the Provider's responsibility to use and disclose any and all information included in their FCT profile in accordance with applicable state and federal laws, including, without limitation, obtaining any consents or authorizations that may be required for information to be shared with third parties and in compliance with all federal regulations related to healthcare and privacy and tele-health services. FCT disclaims any and all liability in connection with the Provider's use of patient profile information.

14. Responsibility for Your Care; Verifying Credentials of Treatment Providers

Provider must establish a profile page on FCT containing information about Providers and its services,

including Office Hours, as well as biographical information about itself. FCT is not responsible for, and neither controls nor attempts to control, what a Provider represents about itself on its profile page. FCT does not evaluate Providers, nor does it attempt to do so, nor is it competent to do so. FCT makes no representations or warranties concerning the education, training, competence, experience, knowledge, or skill of any Provider, who becomes a Provider simply by agreeing to the Terms and paying the necessary fees. Provider is responsible for the accuracy of all information it posts to its profile page. Provider agrees that it will promptly update its profile and Office Hours as appropriate with any material changes to its information or schedule. FCT expressly disclaims any liability for fraudulent or inaccurate credentials or claims by Providers.

FCT highly recommends and it is your responsibility that you separately confirm that your Provider is in good standing with his or her respective licensing board(s).

15. Use of the Services by Children.

The provision of Provider services by Treatment Providers through the Services is available for use by children. However, all Patients and end users under the age of 18 must have permission from the end user's parent or legal guardian and the Patient's parent or legal guardian must take part in each online consultation. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with our Terms and our Privacy Policy.

16. Restrictions on Conduct.

The services may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Services. When asked for your location, or for his age or date of birth, Patient will provide an accurate, truthful response. When asked whether anyone else is present in the same room with him, the Patient will provide an accurate, truthful response and identify any such other person(s). Patient acknowledges that a Provider will rely upon the information the Patient provides. Patient acknowledges that his failure to limit his use of FCT to lawful purposes may subject him to civil or criminal liability or both, to termination of his privilege to utilize FCT, and to any other remedies at law or in equity that may be available to FCT. Any violation of these restrictions may result in immediate barring Patient immediately from the use of the Services and/or further actions in the sole discretion of FCT, including cooperation with the appropriate legal authorities into any investigation and prosecution of your actions.

In addition, without limitation, you agree that you will not do any of the following while using or accessing the Services:

- (a) transmit or upload any information for which you don't have the right to transmit, publish, copy, upload, or disseminate,
- (b) upload, post, email or otherwise transmit any Content that infringes on the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- (c) use the Services to collect or store personal data about other users without their express permission;
- (d) knowingly include or use any false or inaccurate information in any profile;
- (e) upload, post, email or otherwise transmit any unlawful, harassing, privacy-invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; any content that may cause damage to a third party; any content that may constitute, cause or encourage a criminal action or violate any applicable law; any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation, as well as viruses or other computer code or software that may interrupt, destroy, limit the functionality of the Services, or interfere with the access of any other user to the Services;
- (f) circumvent, disable, or otherwise interfere with security-related features of the services or features that prevent or restrict use or copying of any Content;
- (g) use any meta tags or other hidden text or metadata utilizing a FCT name, trademark, URL or product name;
- (h) attempt to probe, scan or test the vulnerability of any FCT system or network or breach or impair or circumvent any security or authentication measures protecting the Services;
- (i) attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the services;
- (j) use the services in any way that competes with FCT, including, without limitation, pretexting or misrepresenting one's identity or posing as a current or prospective Patient in order to solicit or recruit Treatment Providers, directly or indirectly;
- (k) encourage or instruct any other person or entity to do any of the foregoing;
- (l) solicit the performance of any illegal activity or other activity that infringes FCT's rights or the rights of others;

(m) interfere with or disrupt, or attempt to interfere with or disrupt, any of FCT's systems, services, products, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.

17. Sexually Explicit Content.

FCT provides a platform for Providers to provide tele-health medical and mental health services. FCT understands that by its very nature, often these services may contain content of a sexually explicit nature. You agree that the transmission of any content of a sexually explicit nature, whether via email, messaging, video-conferencing, or other form of transmission, in writing, or through voice communication, video, or photographs or illustrations of any kind, shall be restricted to use the Provider identifies as necessary to provide actual treatment, consultation, therapy, or other legitimate means. The use of the services to transmit any information of a sexually explicit nature for any other purpose, including the use or exploitation of minors for a sexually explicit purpose, is expressly forbidden.

18. Termination; Cancellation.

The Parties acknowledge that FCT is continually evolving and innovating. FCT reserves the right to change its site or the Content it offers, and the products or services you may access at any time without notice. FCT may discontinue offering its Services or Site and may suspend or terminate your right to use our Services or Site at any time, in the event that you breach these Terms, for any reason, or for no reason at all, in our sole discretion, and without prior notice. After such termination, FCT will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Providers are required to provide you with continuing care under their applicable legal or ethical obligations to you.

Upon termination of your right to use our Services or Site or our termination of the Services or Site, all licenses and other rights granted to you by these Terms will immediately terminate.

You may terminate your Account at any time and for any reason by sending FCT notice in writing or through customer service. Upon any termination by you, your Account will no longer be accessible. Any cancellation request will be handled within 30 days of receipt of such a request by FCT.

Your obligations under this agreement survive and extend past any termination or suspension of our services to you. Your obligations shall survive and remain in full force and effect, but the provision of your License to use the services shall be suspended, terminated or cancelled, as the case may be.

19. Payment Services.

Patient Fees

Every established Patient will be charged according to the fee schedule established with his Provider. Payments for all services are payable upon provision of the requested service by the Provider. Patients pay no subscription fees for using the Service. These are the sole responsibility of the Provider. Patients pay only for services provided. Patient may pay Provider charges (fees for medical service provided) via credit or debit card. Patient payment details will be encrypted to minimize the possibility of unauthorized access to and disclosure of Patient account details.

- I. At the time of registration, Patient will be asked to provide credit or debit card details. If at any time FCT is unable to obtain payment of any charges using such credit card details, FCT may freeze the Patient's account until all fees have been received with settlement in full. All fees and charges will be charged in US dollars.
- II. All Patient service fees are determined between the Provider and the Patient. FCT has no control, influence or responsibility for the determination of Provider to Patient (medical service) fee amounts. All disputes regarding Patient Provider fees shall be addressed between these two parties without any liability on the part of FCT.
- III. Patients may close their accounts at any time via the provided platform under account settings. In closing their accounts, Patients shall hold FCT harmless for any damages associated with subsequent communications or lack thereof with their Providers.

20. Ownership of Intellectual Property Rights.

The information and content contained in this site, any information used in advertising for this Site, and any information that you may receive ("Content") are protected by U.S. and international copyright, trademark, and other laws. FCT owns or has the license to use all of the intellectual property relating to FCT, the Services, the Site, and the Content, including, without limitation, all intellectual property rights protected as patent pending or patented inventions, trade secrets, copyrights, trademarks, service marks, trade dress, or proprietary or confidential information, whether or not they happened to be registered. You will not acquire any intellectual property rights in FCT by your use of the Services or the Site. You only hold a non-exclusive license to use this information contained on the Site as indicated in Section 27 below.

21. License.

FCT grants you a limited, non-exclusive, non-transferable and revocable license, without the right to

sublicense, to access and use the Services and to download and print any Content provided by FCT solely for your personal and non-commercial purposes. You may not use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, prepare derivative works based upon, or otherwise exploit the services or Content, except as expressly permitted in these Terms, and without FCT's express prior written consent. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by FCT or its licensors, except for the licenses and rights expressly granted in these Terms. Unless otherwise expressly agreed in writing by FCT, the Services are only permitted to be used within the United States of America.

22. Third-Party Websites; Advertisements.

Links to third-party websites or resources and advertisements from third parties do not originate from FCT. Your web browser or certain platform hosts, however, or both, may produce advertisements that appear as a part of the browser connection to the platform. FCT is not responsible or liable for the availability or accuracy or privacy practices of, and FCT does not endorse, sponsor, or recommend such websites, resources, or third-party advertisements ("third party information"), which may change at any time without notice to FCT. FCT does not endorse, sponsor, or recommend third party information. When FCTs makes such third-party information available on the Site or through the Services, you must look solely to the third party with respect to third-party information.

Your use of the websites or resources of third parties is at your own risk. FCT and its affiliates will not be liable for any claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or relating to the websites or resources of third parties.

23. Disclaimer of Warranties.

PATIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICES AND CONTENT IS AT HIS SOLE DISCRETION AND RISK. THE SERVICES AND CONTENT, AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND.

FCT AND ITS LICENSORS AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES AND CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING, COURSE OF PERFORMANCE, ACCURACY,

RELIABILITY, COMPLETENESS, SECURITY, TIMELINESS, TITLE, APPLICABILITY TO ANY PERSON'S INDIVIDUAL CIRCUMSTANCES, OR ANY OTHER WARRANTY OF ANY INFORMATION CONTAINED HEREIN OR PROVIDED BY FCT. FCT AND ITS LICENSORS AND AFFILIATES MAKE NO WARRANTY THAT THE CONTENT PATIENT ACCESSES ON FCT'S WEBSITE OR USING FCT'S SERVICE SATISFIES THE LAWS OR REGULATIONS REQUIRING THE DISCLOSURE OF INFORMATION FOR PRESCRIPTION DRUGS.

IN ADDITION, FCT AND ITS LICENSORS AND AFFILIATES DISCLAIM ANY WARRANTIES REGARDING AND PERFORMANCE OF THE SERVICES OR THAT THE SERVICES WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. FCT DOES NOT REPRESENT OR WARRANT THAT ACCESS TO FCT WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES, WORMS, TROJAN HORSES, OR OTHER MALWARE WILL BE TRANSMITTED ON OR THROUGH FCT. ACCORDINGLY, FCT ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF FCT.

NO ADVICE OR INFORMATION PROVIDED TO YOU BY FCT WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

OUR SERVICES AND SITE CONTENT ARE DEVELOPED FOR USE IN THE UNITED STATES AND FCT AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTY CONCERNING THE SERVICES OR CONTENT WHEN THEY ARE USED IN ANY OTHER COUNTRY.

NEITHER FCT NOR ITS AFFILIATES SHALL BE LIABLE TO PROVIDER OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "DAMAGES") ALLEGEDLY SUSTAINED OR ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF FCT SERVICES OR PRODUCTS HEREUNDER, THE SALE OR PURCHASE OF ANY SERVICES, PROVIDER'S ACCESS TO OR INABILITY TO ACCESS FCT, INCLUDING DAMAGES FOR VIRUSES, WORMS, TROJAN HORSES, OR OTHER MALWARE ALLEGED TO HAVE BEEN OBTAINED FROM OR THROUGH FCT, YOUR USE OF OR RELIANCE ON FCT OR ANY OF THE INFORMATION OR MATERIALS AVAILABLE ON FCT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PATIENT HEREBY AGREES TO RELEASE FCT AND ITS AFFILIATES FROM SUITS, CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE,

KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (COLLECTIVELY, "CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH PROVIDER'S USE OF FCT.

SOME JURISDICTIONS DO NOT PERMIT FCT TO EXCLUDE WARRANTIES IN THESE WAYS, SO IT IS POSSIBLE THAT THESE EXCLUSIONS WILL NOT APPLY TO FCT'S AGREEMENT WITH PATIENT. IN SUCH EVENT, THE EXCLUSIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

24. Indemnification.

You agree to forever indemnify, defend, and hold harmless FCT, FCT's licensors and affiliates and our respective directors, officers, employees, contractors, agents, and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or relating to any of the following matters:

- (a) your access to or use of the Services, the Site, or the Content;
- (b) your violation of any of the provisions of these Terms of Service;
- (c) any activity related to your Account by you or any other person accessing the Site or Services through your account, including, without limitation, negligent or wrongful conduct; or
- (d) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right.

FCT reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

25. Limitation of Liability

In no event will FCT or FCT's licensors or affiliates be liable to you for any damages whatsoever, including without limitation, indirect, incidental, special, punitive or consequential damages, or lost profits, arising out of or in connection with your use of the services, the site, or the content, whether the damages are foreseeable and whether or not FCT has been advised of the possibility of such damages in advance. If you are dissatisfied with the services, the site or the content, or the terms, your sole and exclusive remedy is to discontinue using the site.

Nothing herein shall limit the potential Professional liability of our treatment Providers or other licensed healthcare Professional arising from or related to medical or mental health advice, diagnosis, or treatment they provide to you, except as provided under applicable state laws. In many jurisdictions, Providers are required to report confidential information if they have reason to believe that a Patient is likely to harm others or himself/herself. In no event shall FCT be liable for the disclosure of your confidential information by a Provider from whom you receive medical or mental health services. FCT is not liable to any person or user for any harm caused by the negligence or misconduct of a Provider providing medical or mental health services. In no event will the cumulative liability of FCT or FCT 's licensors or affiliates to you, whether in contract, tort, or otherwise, exceed \$1,000.00.

Any claim or cause of action arising out of or relating to your use of the services, the site or the content or our relationship with you, regardless of theory, must be brought within one (1) year after the occurrence of the event giving rise to the claim or cause of action or be forever barred.

Some jurisdictions do not permit us to limit our liability in these ways, so it is possible that these limitations will not apply to our Agreement with you. In such event, the limitations shall apply to the fullest extent permitted under the applicable law.

26. Errors and Inaccuracies.

The information on the Site including, without limitation, information regarding pricing, may contain typographical errors or other errors or inaccuracies, and may not be complete or current. FCT reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you. FCT will not, however, guarantee that any such errors, inaccuracies, or omissions will be corrected. FCT reserves the right to refuse to fill any orders or provide Services that are based on inaccurate or erroneous information on the Site, including, without limitation, incorrect or out-of-date information regarding pricing, payment terms, or for any other lawful reason.

27. General Terms.

These Terms of Service constitute the entire agreement between you and us relating to our Services, the Site, and the Content, replacing any prior or contemporaneous agreements, whether written or oral, unless you have signed a separate written agreement with us relating to our Services, the Site, or the Content. If there is any conflict between the Terms and a separate signed written agreement between you and us relating to our Services, the Site, or the Content, the signed written agreement will control.

Our licensors may be entitled to enforce this agreement as third-party beneficiaries.

The failure by you or us to enforce any provision of the Terms will not constitute a waiver. If any court of law having the jurisdiction to decide the matter, rules that any provision of the Terms is invalid or unenforceable, then the invalid or unenforceable provision shall be removed from the Terms or reformed by the court and given effect so as to best accomplish the essential purpose of the invalid or unenforceable provision, and all of the other provisions of the Terms shall continue to be valid and enforceable. Nothing contained in these Terms of Service shall limit the ability of a party to seek an injunction or other equitable relief without posting any bond. The titles of the Sections of the Terms are for convenience only and shall have no legal or contractual effect.

28. Arbitration.

For any claim, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through JAMS. The parties must comply with the following rules:

- (a) The arbitrator shall be selected from JAMS and the arbitration shall be conducted in accordance with JAMS' Comprehensive Arbitration Rules and Procedures, except as otherwise specified below;
- (b) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration;
- (c) the arbitration shall not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed by the parties; and
- (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Any dispute, controversy, or disagreement arising out of or relating to these Terms, the breach thereof, or the subject matter thereof, shall be settled exclusively by binding arbitration. The arbitrator shall be selected from JAMS and the arbitration shall be conducted in accordance with JAMS' Comprehensive Arbitration Rules and Procedures. The arbitration shall be held in Lake County, Florida, unless the Parties mutually agree to have such proceeding in some other locale. To the extent of the subject matter of the arbitration, the arbitration shall be binding not only on all parties to these Terms, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

29. Governing Law and Forum for Disputes.

These terms of service and our relationship with you shall be governed by the laws of the state of Florida, excluding its choice of laws rules. You and FCT each irrevocable agrees that the exclusive venue for any action or proceeding arising out of or relationship to these terms of service or our relationship with you, regardless of theory, shall be the U.S. District Court, Middle District, Ocala, FL or the State Courts located in Lake County, Florida. You and FCT each irrevocably consents to the personal jurisdiction of these courts and waives any and all objections to the exercise of jurisdiction by these courts and to this venue. Notwithstanding the foregoing, however, you and FCT agree that FCT may commence and maintain an action or proceeding seeking injunctive or other equitable relief in any court of competent jurisdiction.

30. Changes to These Terms.

FCT reserves the right to change our Terms at any time. Any changes that FTC makes will become a part of its agreement with you when they are posted to our Site. Your continued use of our Services or the Site will constitute your agreement to the changes we have made. The last date these Terms were revised is set forth at the end of this document.

31. Payments.

ALL PAYMENTS MADE TO FCT ARE FINAL. FCT HAS NO RETURN POLICY.

38. Contact Us: info@FirstChoicetelehealth.com

First Choice Telehealth, LLC,

507 Lakeshore Drive,

Eustis, Florida, 32726

EXHIBIT A: BUSINESS ASSOCIATE AGREEMENT

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is effective as of (the “Agreement Effective Date”) by and between (“Covered Entity”) and FCT, LLC (“Business Associate”).

WHEREAS, Covered Entity has engaged Business Associate to provide telehealth text and video conferencing platform and services;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined) and the HIPAA Regulations (as hereinafter defined), and is permitted to use or disclose such information only in accordance with HIPAA and the HIPAA Regulations;

WHEREAS, Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean FCT, LLC.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement shall mean Medical or Mental Health

Professional.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining

compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement and according to the terms and conditions of the use of Business Associate's services.]

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity

(e) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Except as otherwise limited in this Agreement, Business Associate may use protected health information ("PHI") to provide Data Aggregation services to covered entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B). Data Aggregation services involve the combining by BA of (a)PHI with (b) Protected Health Information received by BA in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

(g) Business Associate will not receive direct or indirect remuneration in exchange for any PHI unless a HIPAA-compliant authorization is obtained that includes information with regards to future sales. PHI may be sold for the purposes of public health, research or treatment, merger or sale of the entity or service payments. Limited marketing communications may be made by the Business Associate on behalf of the covered entity so long as a HIPAA-complaint authorization is obtained.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of

covered entity under 45 CFR 164.520, to the extent that

such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Safeguards, Reporting, Mitigation and Enforcement

(a) Safeguards. Business associate shall use any and all appropriate administrative, physical and technical safeguards to (i) prevent use or disclosure of covered entity's PHI otherwise than as provided by this Agreement, and (ii) protect the confidentiality, integrity and availability of any electronic PHI.

(b) BA's Agents. Business associate shall not disclose PHI to any agent or subcontractor of business associate except with the prior written consent of covered entity. BA shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to be bound by the same restrictions and conditions that apply to business associate with respect to such PHI; provided, however, that business associate shall not disclose or provide access to covered entity's PHI to any subcontractor or agent without the prior consent of covered entity.

(c) Reporting. Business associate shall report to covered entity as soon as practicable of business associate becoming aware of any use or disclosure of covered entity's PHI in violation of this Agreement or applicable law. Business associate shall also report to covered entity within the same time-frame any Security Incident of which it becomes aware.

(d) Mitigation. Business associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any use or disclosure of covered entity's PHI in violation of this Agreement or applicable law.

(e) Sanctions. Business associate shall have and apply appropriate sanctions against any employee, subcontractor, or agent who uses or discloses covered entity's PHI in violation of this Agreement or applicable law.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of acceptance of terms and shall terminate on deactivation or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is

sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within thirty (30) days.

(c) Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the

requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

EXHIBIT B: PATIENT FEE SCHEDULE AGREEMENT

Patient fee schedule: The Provider determines the Patient fee schedule by establishing a US dollar amount for each service (session type) the Provider intends to provide for Patients. Provider has the sole right to change session types or fees for session types at any time but fees should be discussed with the Patient in advance of the provision of services. Providers are encouraged to post Fee Schedule on their Provider Profile for easy reference to Patients. Provider may add or delete session types at their discretion but should notify patients of any changes. Patient agrees to pay any and all fees charged by the Provider according to the Fee Schedule.

FCT will assist the Provider in the technical aspects of setting up initial Patient fee schedule and in modifying fee schedules as needed as part of FCT'S consulting and technical support but FCT assumes no liability and shall be held harmless on any disputes involving Provider charges to Patients.

FCT reserves the right to subcontract any support services to a third party. This includes platforms, widgets, modular components, technical support, security monitoring and analysis specialists and any other necessary support service needed.

FCT pays routine credit card transaction fees, platform costs, fees for collateral widgets, applications, platform security monitoring, security analysis and co-op fees, auditing, back up, collects all funds from the Patient, pays the Provider according to the Provider agreement, provides guidance and support to both Providers and Patients so as to facilitate the proper use of telehealth services, provides per transaction accounting within the platform(s).