

Term Of Use

1. Use of Website.

- Welcome to Tu Salud Virtual, a website owned and operated by Primary Physician Care, PSC. (“Tu Salud Virtual”, “AMG-Virtual Health”) and supported by the technology operated by American Wells Corporation (American Well). Every time in this Term of use that are used the names “us” or “our” is referred to Tu Salud Virtual and American Well. Tu Salud Virtual provides the materials on this website solely for your own use for informational purposes only. All use of the website is subject to the terms and conditions set forth below. By accessing and using this website, you agree to be bound by these Terms of Use and all other terms and policies that appear on this website. Please read these Terms of Use carefully. If you do not agree with any of these Terms of Use, you may not use this website and should not enter any information in it.

2. Right to Modify.

- We reserve the right to modify these Terms of Use at any time, effective upon posting. Your use of this website following such changes will be deemed to be an acceptance of any changes. You agree to review these Terms of Use each time you use this website so that you may be aware of any changes to these terms.

3. Access to the Website.

- You or TU SALUD VIRTUAL may suspend or terminate your access to the website at any time, for any reason or for no reason. TU SALUD VIRTUAL has the right (but not the obligation) to refuse to provide access to the website to any person or organization, or to prohibit any person or organization from using the website, at any time, for any reason or for no reason at all, in our sole discretion. You represent and warrant that you are at least 18 years of age and possess the legal right and ability to agree to these Terms of Use and to use this website in accordance with these Terms of Use. TU SALUD VIRTUAL maintains this website from offices in the Puerto Rico and makes no representation that materials on the website are appropriate or available for use in other locations. If you access this website from a location outside the Puerto Rico or United States, you do so at your own risk and initiative and are responsible for compliance with applicable laws at your location.

4. Your Information.

- Any and all information you post or otherwise provide to TU SALUD VIRTUAL by means of this website is true and accurate, not misleading, and offered in good faith. You agree that any information you provide through this website is not generally confidential and TU SALUD VIRTUAL may use information that you supply through the website to improve our service and product offerings or our website and also to provide you with additional information about our products and services. We may use common internet

technologies, such as “cookies”, to manage the information we receive from you. TU SALUD VIRTUAL will not share, sell or otherwise distribute any of your personally-identifiable information with third parties for their promotional or sales purposes. In the event we provide a product or service to you, we may share certain information only with organizations who work with TU SALUD VIRTUAL in order to provide those services to you.

5. Medical Information.

- This website may contain general information relating to various medical conditions and their treatment. Such information is provided for informational purposes only. The content of this website is not intended to be a substitute for professional medical advice, diagnosis, or treatment. The content relating to medical conditions and their treatment is not meant to be a substitute for advice provided by a doctor or other qualified healthcare professionals. You should not disregard or delay seeking medical advice based on anything that appears in this website. **IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.** TU SALUD VIRTUAL is not engaged in rendering medical or similar professional services or advice, and the information provided is not intended to replace medical advice offered by a physician. You should not use the information contained herein for diagnosing a health problem or disease. **YOU SHOULD NOT CONSTRUE THIS CONTENT AS ANY WARRANTY OR RECOMMENDATION OF TREATMENT.**

6. Intellectual Property.

- All material contained in this website (including images, text, and the look and feel attributes) is the property of TU SALUD VIRTUAL and/or its licensors and is protected by copyright, trademark, patent, trade secret, and other intellectual property law. TU SALUD VIRTUAL reserves all rights in that regard. Removing or altering the copyright notice on any material that appears in this website is strictly prohibited. Nothing contained in this website should be construed as granting any license or other right without the express written permission of TU SALUD VIRTUAL.

7. Links to Other Websites.

- This website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement or recommendation by TU SALUD VIRTUAL of the content on such third-party websites or as an indication of any affiliation, sponsorship or endorsement of or by such third-party websites. If you use any links, you will leave the TU SALUD VIRTUAL website. TU SALUD VIRTUAL is not responsible for the content of linked third-party websites and does not make any representations regarding the privacy practices of, or any information or product or accuracy of materials found on such third-party websites. If you decide to access any of the third-party websites linked to this website, you do so entirely at your own risk.

8. Prohibited Uses. You agree not to:

- upload or transmit any communication or content of any type that infringes or violates any rights of any party.
- use, modify, sell, assign or transfer the content or reproduce, display, publicly perform, distribute, post, transmit or otherwise use this website or any of its contents in any way for any public or commercial purpose.
- reverse engineer, disassemble or decompile any software included in the content.
- use this website for any purpose in violation of local, state, national, or international laws.
- use this website as a means to distribute or post advertising or other unsolicited material to any third party.
- impersonate any person or entity or falsely represent your identification or affiliation.
- distribute viruses or other harmful computer code.
- harvest or otherwise collect information about others.
- promote, encourage, or engage in defamatory, harassing, abusive, or otherwise objectionable behavior.
- interfere with the operation of this website.
- copy or distribute in any medium any part of this website.

9. Coupon Terms & Conditions.

- The Coupon may not be combined with other promotional offers during the same visit. Only one Coupon per visit.
- Coupons are not for resale and are not redeemable for cash.
- We reserve the right to discontinue or change any coupon or promotional offer at any time, without notice.
- All conditions stated on the Coupon must be met to receive the discount (e.g. a coupon must be used before its expiration date).

10. No Warranty.

- ACCESS TO THE WEBSITE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TU SALUD VIRTUAL DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE MATERIALS ON THIS WEBSITE AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TU SALUD VIRTUAL DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO ANY INFORMATION OBTAINED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, TU SALUD VIRTUAL DOES NOT WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES TU SALUD VIRTUAL MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE WEBSITE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

11. Limit of Liability.

- IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE WEBSITE. UNDER NO CIRCUMSTANCES SHALL TU SALUD VIRTUAL OR ANY TU SALUD VIRTUAL LICENSOR, LICENSEE OR SUPPLIER BE LIABLE IN ANY WAY FOR YOUR USE OF THE WEBSITE OR ANY OF ITS CONTENT INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSSES OR DAMAGES OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, AND ANY WEBSITE LINKED TO THE WEBSITE, OR THE MATERIALS OR INFORMATION CONTAINED ON ANY OR ALL SUCH WEBSITES. UNDER NO CIRCUMSTANCES SHALL TU SALUD VIRTUAL, ITS LICENSORS, LICENSEES OR SUPPLIERS OR PROVIDERS BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE TU SALUD VIRTUAL AND HOLD TU SALUD VIRTUAL ITS LICENSORS AND SUPPLIERS AND PROVIDERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

12. Governing Law.

- These Terms of Use and your use of the website shall be governed by the laws of the Commonwealth of Puerto Rico without regard to its conflict of laws principles. Any legal action or proceeding related to this Website shall be brought exclusively in a local court of competent jurisdiction sitting in San Juan, Puerto Rico.

13. Informed Consent

- By clicking the "AGREE or ACCEPT" button in the in the platform at the time of Telehealth consultation you acknowledge that you are consenting to receiving care via the Service. The scope of care will be at the sole discretion of the healthcare provider who is treating you, with no guarantee of diagnosis, treatment, or prescription. The healthcare provider will determine whether or not the condition being diagnosed and/or treated is

appropriate for a telehealth encounter via the Service. The Service respects and upholds patient confidentiality with respect to protected health information as outlined by the Health Insurance Portability and Accountability Act ("HIPAA"), and, subject to HIPAA regulations, will obtain express patient consent prior to sharing any patient-identifiable information to a third party for purposes other than treatment, payment or health care operations. In addition, by clicking the "AGREE" button you are authorizing TU SALUD VIRTUAL providers to release your contact information to TU SALUD VIRTUAL solely in order for American Well to provide you with marketing materials promoting the Service. You may opt out of receiving such marketing materials by contacting us at contact@tusaludvirtual.com. Finally, when using the Service you may be asked if you would like to share certain PHI collected by Apple's HealthKit with American Well. By clicking on "SYNC" you are authorizing TU SALUD VIRTUAL to collect and TU SALUD VIRTUAL providers to utilize such PHI.

14. Informed Consent performed by TU SALUD VIRTUAL providers

- Telemedicine involves the use of electronic communications to enable health care providers at sites remote from patients to provide consultative services. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include live two-way audio and video and other materials (e.g. medical records, data from medical devices).
- The communications systems used will incorporate network and software security protocols to protect the confidentiality of patient information and will include reasonable measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.
- An encounter summary will be provided to the patient at the end of each encounter which may be kept for the patient's records and may be shared with the patient's local primary care or other provider, as appropriate.

15. Anticipated Benefits of Telemedicine:

- Improved access to medical care by enabling a patient to remain at his or her home or office while consulting a clinician.
- More efficient medical evaluation and management.

16. Possible Risks of Telemedicine:

- As with any medical procedure, there are potential risks associated with the use of telemedicine. TU SALUD VIRTUAL providers believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:
 - Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment.
 - Security protocols could fail, causing a breach of privacy of personal medical information.
 - Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

17. By accepting these Terms of Use, you acknowledge that you understand and agree with the following:

- I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine; I have received the TU SALUD VIRTUAL Notice of Privacy Practices which explains these issues in greater detail.
- I understand that telemedicine may involve electronic communication of my personal medical information to medical practitioners who may be located in other areas, including out of state.
- I understand that I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured.
- I understand that my healthcare information may be shared with other individuals for treatment, payment and healthcare operations purposes. Psychotherapy notes are maintained by clinicians but are not shared with others, while billing codes and encounter summaries are shared with others and with me. If I obtain psychotherapy from TU SALUD VIRTUAL provider, I understand that my therapist has the right to limit the information provided to me if in my therapist's professional judgment sharing the information with me would be harmful to me.
- I further understand that my healthcare information may be shared in the following circumstances:
 - When a valid court order is issued for medical records.
 - Reporting suspected abuse, neglect, or domestic violence.
 - Preventing or reducing a serious threat to anyone's health or safety.

18. Patient Consent to the Use of Telemedicine

- I have read and understand the information provided above, and understand the risks and benefits of telemedicine, and by accepting these Terms of Use I hereby give my informed consent to participate in a telemedicine visit under the terms described herein.

19. Payment Authorization

- By accepting these terms of use, you are authorizing American Well to charge your credit card for the full amount due from you with respect to your consultation. Please note that TU SALUD VIRTUAL may not be given full or complete information from your health plan regarding the applicable co-pay due from you for your consultation. As such, you may be billed multiple times with respect to a consultation – once prior to beginning the visit and a second time once your health plan has advised us as to what additional co-pays, if any, you owe.
- I understand that this authorization to bill my credit card or debit card (including any other American Well accepted payment mechanism) will remain in effect until I cancel it in writing, and I agree to notify American Well in writing of any changes in my account information. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF), I understand that TU SALUD VIRTUAL may at its discretion attempt to process the charge again at any time within 30 days. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the co-payment required by my health plan.