

## Provider Acceptable Use Policy

**PLEASE READ THESE TERMS CAREFULLY AS THEY MAY AFFECT YOUR LEGAL RIGHTS. IN PARTICULAR, PLEASE READ THE SECTION TITLED GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION, WHICH REQUIRES ALL DISPUTES TO BE SETTLED BY INDIVIDUAL BINDING ARBITRATION.** USE OF THE BOOKNDOC, INC. SERVICE, WHICH INCLUDES BUT IS NOT LIMITED TO, THE HEALTH CARE PROVIDER SCHEDULING SERVICE, AUTOMATED MESSAGING SERVICE, OR WEBSITE RELATED THERETO (COLLECTIVELY, THE “SERVICE” OR “SERVICES”) SIGNIFIES YOUR AGREEMENT TO THESE TERMS OF USE.

The following Acceptable Use Policy (“Terms” or “Terms of Use”) are applicable to the Services. Hereafter in this documentation, Bookndoc, Inc. and its affiliates, partners, representatives, employees, and contractors will be referred to as “Bookndoc,” “our,” “us”, or “we.” Certain Services of Bookndoc are provided to you in conjunction with our service providers, and their content providers, business partners and other parties (collectively, “Service Providers”).

By using our Service, you signify your assent to these Terms of Use. If you do not agree to these Terms of Use, please do not use or visit our Service. We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms periodically for changes. Your continued use of the Service following the posting of changes to these Terms of Use (including the Privacy Policy, the “Privacy Policy”) will constitute your acceptance to such changes. Each time you access or utilize the Services, following any amendment to these Terms, you will be signifying to us your assent to and acceptance of the revised Terms.

BY USING OUR SERVICE, YOU SIGNIFY, ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR YOUR ACTIONS AS A HEALTH CARE PROVIDER, AND OTHERWISE, UNDER APPLICABLE LAW. THIS INCLUDES, WITHOUT LIMITATION, CONFIRMING THAT YOU POSSESS ALL REQUIRED SKILL, EXPERIENCE, TRAINING, EDUCATION, QUALIFICATION, INSURANCE, REGISTRATIONS, AND LICENSING REQUIRED TO PRACTICE THE SPECIALTY AND/OR PROVIDE SERVICES AS A LICENSED HEALTH CARE PROFESSIONAL UNDER LOCAL, STATE, AND FEDERAL LAW. IN ADDITION, YOU VERIFY THAT YOU ARE NOT LISTED IN THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF THE INSPECTOR GENERAL EXCLUSION DATABASE.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)

Patient records, including but not limited to their scheduled appointments with you and whether they attend or do not attend to that appointment, contains

personal information about them and their health. This information may identify them and/or relate to their past, present or future physical or mental health or condition and related health care services such as that provided through the Service constitutes Protected Health Information (“PHI”). You are required by law to maintain the privacy of PHI. We are required to abide by these Terms, applicable law, and our Privacy Policy. At all times during your use of the Service you agree to abide by applicable law and protect the PHI of patients or prospective patients using the Service and, to the extent permissible by the law, to indemnify and hold harmless Bookndoc for any release, intentional or accidental, of PHI stemming from the use of the Service.

#### MOBILE TELEPHONES AND EXPRESS WRITTEN CONSENT (TCPA)

By signing up with the Service you are opting-in to receive text messages from the Service in conjunction with scheduling, account updates, and for any other reason or purpose we see fit. The content of those messages may contain, but need not contain, information regarding your scheduled appointments, your account information, follow up requests from Bookndoc regarding your use of the Service, and various confirmation messages.

If you are not the intended recipient to any text messages or emails sent by Bookndoc or the patients using the Service, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited.

Standard messaging and data rates may apply. To unsubscribe from receiving messages from us, text STOP. Text HELP for help. Text START to re-subscribe at any time. Alternatively, you may request to unsubscribe from messages by emailing [unsubscribe@bookndoc.com](mailto:unsubscribe@bookndoc.com). However, your unsubscribing from receiving text messages from the Service may limit your ability to make full use of the same.

#### FEES

You will be required to pay Bookndoc a fee in order to utilize certain portions of the Services. All fees will be paid in accordance with the amounts described on the Bookndoc website. However, your payment of any fee to Bookndoc, does not guarantee you any amount of patients, business, or profits. In addition, your payment of a fee does not guarantee any patient will be able to view your information through the Bookndoc website.

To help patients find health care providers through the Services, Bookndoc provides patients with lists and/or profiles of health care providers. These results may be based on the patient’s information, such as location, location preferences, reason for the visit, health coverage information, health care needs or diagnosis and/or desired specialty, or other criteria. As such, there is

no guarantee that any new or potential patient will attempt to make an appointment with you through the Service.

In addition, it is important that you understand that Bookndoc (a) does not recommend or endorse you, or any health care providers, and (b) does not make any representations or warranties with respect to you or the quality of any health care services you may provide. In addition, you are responsible for your compliance with all applicable laws, including anti-kick back laws, fee-splitting laws, and laws relating to referrals.

## ACCOUNTS

In order to receive appointment requests and make use of the Service as a health care provider, you need an account. In order to create an account, you are required to submit your name, address, mobile telephone number, and proof of licensure, as well as proof of professional liability insurance. You represent and warrant that: (a) all registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your account information at any time, for any reason, by following the instructions here [deletedoc@bookndoc.com](mailto:deletedoc@bookndoc.com). We may delete your information at any time, for any reason. If your information is deleted you will not be able to receive requests for appointments through the Bookndoc Service.

You are responsible for maintaining the confidentiality of your information and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. Bookndoc cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

## USE OF CONTENT

Our Service contains material, such as software, text, graphics, images, video, audio and other material (collectively, "Content"). The Content may be owned by us or may be provided through arrangements we have with others, including our Service Providers and their respective partners, sponsors, or affiliates. The Content is protected by copyright under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you may not use the Content except as permitted under these Terms of Use.

The Service is owned and operated by Bookndoc. No Content from Bookndoc may be copied, reproduced, modified, republished, uploaded, posted, transmitted, reprinted or distributed in any way without our expressed written permission. Modification of the materials or use of the materials for any other purpose is a violation of Bookndoc's copyright and other proprietary rights and

may be subject to civil and/or criminal penalties. If you violate any part of these Terms of Use, your permission to access and/or use the Content and the Service may be automatically terminated by Bookndoc, whereupon you must immediately destroy any copies you have made of the Content.

The Service is for individual provider use only and may not be used in connection with any commercial endeavors except those that are specifically authorized by Bookndoc. The following activities are expressly prohibited in connection with the Services: (i) collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other communications, (ii) any use of the Service, which in Bookndoc's sole judgment, degrades the reliability, speed, or operation of the Service or any underlying hardware or software thereof, (iii) any use of the Service other than through the Bookndoc website, including but not limited to the use of an automatic script or software program to respond to scheduling requests, and (iv) any use of the Service which is unlawful or in violation of these Terms of Use.

#### PRIVACY ON THIRD PARTY SITES

The Service may contain links to any number of other websites, including links to various third party service providers. Bookndoc is not responsible for the privacy practices or the content of any of those websites. Please check those websites for privacy policies and read them thoroughly prior to using their website.

#### THIRD PARTY PRODUCTS, MEDICAL ADVICE AND SERVICES

We are not responsible for examining or evaluating any products, advice or services offered by any third parties whose icons, products, advice, services or hyperlinks appear on or through the Service including but not limited to patients and any other health care professionals (generally "Third Party" or "Third Parties"). We make no representations, warranties or conditions regarding the offerings of any Third Parties whatsoever. Further, we do not assume any responsibility or liability for the products, advice, services and actions of any Third Parties. You understand that the purchase, payment, warranty, guarantee, delivery, maintenance and all other matters concerning the merchandise, services or information ordered or received from a Third Party is solely between you and the Third Party. We do not endorse, warrant or guarantee such products, advice information or services and are not liable for the accuracy, medical efficacy, completeness or usefulness of such information or the quality or availability of such products, advice or services. You further understand that we will not be a party to or in any way be responsible for monitoring any transaction between you and any Third Party.

We are not involved in any actual transaction between any health care provider and Third Party, including but not limited to patients or prospective patients, nor are we the agent of either for any purpose. As such, we will not be involved in resolving any disputes between you and any third party or patient or prospective patient relating to or arising out of any transaction between such parties. We urge you and all third parties to cooperate with one another to resolve any such disputes.

## DISCLAIMERS

The availability of the Services, and information appearing on the Services, are subject to change. Bookndoc is not responsible for any such changes and advises you to confirm all specific terms appearing on or through the Service before acting in reliance on such terms.

We cannot and will not be responsible for your damages or loss of business or revenue stemming from your use of the Services or a problem with the Service, even if that problem is a Service outage or the accidental or intentional deletion or dropping of a requested appointment.

We cannot and will not endorse or recommend your services as a provider. Bookndoc disclaims all responsibility regarding your performance.

THE MATERIALS AND SERVICES ON AND AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BOOKNDOC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BOOKNDOC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON AND MADE AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BOOKNDOC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS AND CONTENT IN AND AVAILABLE THROUGH THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT BOOKNDOC) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## INDEMNITY AND LIMITATION OF LIABILITY

**You agree to indemnify and hold Bookndoc (and its officers, directors, employees, agents and representatives) harmless against all claims, liabilities, losses, penalties, expenses, damages and costs, including reasonable attorneys' fees, resulting from or relating to your use of and access to the Service or failure to access same.**

**You agree to indemnify and hold harmless Bookndoc for any claims arising from your provision of misleading or false statements regarding your ability to practice medicine, your licensure, or anything else related to your legal ability to practice medicine.**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL BOOKNDOC BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL OR CONSEQUENTIAL DAMAGES) THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE THE MATERIALS IN AND AVAILABLE THROUGH THE SERVICE, EVEN IF BOOKNDOC OR A BOOKNDOC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BOOKNDOC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED ONE HUNDRED DOLLARS (\$100.00).

BOOKNDOC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Without limiting the foregoing, Bookndoc makes no representations or warranties about the following:

- Any amount of business, profits, appointments, requests, patients, or potential patients you might attain by accessing or utilizing the Services;
- The appointments made by patients or prospective patients, and their cancellation of same.
- The accuracy of the information provided by the patient, including but not limited to their insurance information, their name, or their intent or willingness to attend their requested appointment.
- The services offered, provided or rendered by other health care providers, whether scheduled through the Service or otherwise.
- The Content provided on or through the use of the Service.

- The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content on the Service.

Bookndoc has no control over patients or potential patients. We are not liable for cancelled appointments, or appointments made but not attended to by the patient, or mistakenly scheduled appointments.

Health care providers will receive a patient's request for an appointment, based only on the health care provider's specialty, the patient's insurance coverage, and the health care provider's practice location.

You acknowledge, understand, and agree that Bookndoc is not a referral system. Bookndoc does not refer, advise or give access to a limited number of health care providers. The access to the System is free for any health care providers who would like to register. The health care provider does not pay based on the volume of patients, the type of care, a percentage of revenue generated by the health care provider. Instead, the health care provider pay's per timeslots, with an unlimited access to patients within each timeslot(s).

## YOUR RESTRICTIONS AND AGREEMENTS

Without limiting anything in these Terms, you agree not to engage in any behaviors that would negatively impact the patient experience. This includes, but is not limited to, double booking, scheduling more patients than you can reasonably accommodate, or otherwise booking appointments in manners not consistent with the proper use of the Service. By accepting an appointment you warrant that you have the time available to accommodate the patient and their appointment at the time the appointment is set in the System and to provide a high standard of care to same.

## BOOKNDOC IS NOT A HEALTH CARE PROVIDER OR HEALTH PROFESSIONAL

You and the patient or prospective patient, and not Bookndoc, are solely responsible for choosing what health care choices and services are suitable for the patient or prospective patient's needs. We do not offer patients any advice in selecting a specialist, and any advice or ratings we make available with regards to health care providers will be made available from third party sources, such as Yelp or Google (which may in certain cases be selected by the health care provider), and are purely for patient informational purposes. It is your responsibility to ensure that you are compliant with all applicable law. While we

do take steps to verify that you hold active licenses and are not listed in the U.S. Department of Health and Human Services Office of the Inspector General Exclusion database, we cannot and will not be held responsible for your services or advice to any patient, your misrepresentations or provision of false information regarding your licensing or ability to practice medicine in your given field, in your given region, or in any other regard. You agree to indemnify and hold harmless Bookndoc from any claims arising from your provision of misleading or false statements regarding your ability to practice medicine, your licensure, or anything else related to your legal ability to practice medicine. Bookndoc shall not be responsible in any way for the manner in which you set your health care rates with patients who book an appointment with You through the Service.

Whenever any new or potential patient requests to make an appointment with a health care provider through the Service, You may at your sole discretion decide if you desire to be listed on the Bookndoc website only as an 'in-network' health care service provider (meaning that you only accept appointment requests from patients who are insured by insurance companies with which you are in contract). You may also choose to be listed on the Bookndoc website as 'out-of-network' health care service provider (meaning that you accept appointment requests from patients who are insured by insurance companies with which you are not in contract). As 'out-of-network' listed health care service provider, you may accept patients' appointment requests and (a) agree to their health insurance fee schedule by selecting in the dropdown menu "**Fee Schedule Accepted**", OR (b) apply to such patients the usual customary and reasonable rate ("UCR Rate" which is defined as the amount paid for a medical service in a geographic area based on what providers in the area usually charge for the same or similar medical service) by selecting in the dropdown menu "**UCR Rate**". Even if you accept a patient's appointment request with full understanding and knowledge of such patient's insurance status, as indicated to you by Bookndoc based on the information provided by such patient to Bookndoc, You hereby understand and agree that Bookndoc shall not be responsible for and does not guarantee (i) the accuracy of the patient's insurance-related information as provided by any such patient to Bookndoc, and therefore (ii) the insurance match between you and any patient. Thus, You shall verify and check by all means that at all times any patient's actual level of insurance coverage corresponds to the information provided to you on the Bookndoc website.

In all cases, when any new or potential patient's contract with such patient's health insurance company allows for assignment of benefits (arrangement by which a patient requests that their health benefit payments be made directly by the patient's insurance company to a designated physician in order to pay/cover in part such physician's health care fees), regardless of your status (namely 'In-Network', Fee Schedule or UCR).



## GOVERNING LAW, VENUE AND DISPUTE RESOLUTION

These Terms will be governed by the laws of the State of Delaware, United States, without regard to conflict-of-law principles. You agree that resolution of any dispute or claim arising out of or related to these Terms shall be subject to the exclusive jurisdiction and venue in the state and federal courts in Delaware.

If you believe you have a dispute or claim against us arising out of your use of the Service or under these Terms, you agree to first discuss the matter informally with us for at least 30 days. To do that, you must give us written notice, which will include your full name and contact information, the nature and basis giving rise to your dispute or claim and your proposed resolution, sent to the address below.

If we are unable to resolve your concerns informally within 30 days after our receipt of your notice, you may proceed only on an individual basis or commence an arbitration proceeding. IN DOING SO AND AGREEING TO THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AGREEING TO WAIVE YOUR RIGHT TO SUE IN COURT, HAVE A JURY TRIAL, AND LEAD OR PARTICIPATE IN A CLASS ACTION. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The cost of the arbitrator and the arbitration will be split equally between the parties, but each party shall pay individually for their own attorneys and other related fees. For the avoidance of doubt, you agree that YOU MAY ONLY BRING CLAIMS AGAINST BOOKNDOC IN YOUR INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, you agree that no arbitrator shall consolidate any other person’s claims with your claims and may not otherwise preside over any form of multi-party or class proceeding. You agree that the award of the arbitrator will be binding and may be entered as a judgment in any court of competent jurisdiction in the State of Delaware. You agree that we may seek interim or preliminary relief from a court of competent jurisdiction, necessary to protect our rights or property pending the completion of arbitration.

You must file a demand for arbitration with the AAA within ONE (1) YEAR after the date your claim arose, or within the shortest time period permitted by applicable law. Otherwise, your claim is waived.

## FORCE MAJEURE

Bookndoc will not be liable to you for any delay or other failure to perform under these Terms of Use that is due to causes beyond Bookndoc’s control, including acts of God, acts of a public enemy, terrorism, civil disorders, acts of the United

States of America or any state, territory or political division thereof, fires, floods, earthquakes, blizzards, and other extraordinary elements of nature.

## FEEDBACK

Bookndoc welcomes comments regarding the Service. If you submit comments or feedback to us regarding the Service, they will not be considered or maintained as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

## SURVIVAL

Any provisions of these Terms of Use that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, or arbitration) will continue in effect beyond any termination of these Terms of Use or of your access to or use of the Service.

## THIRD-PARTY BENEFICIARIES

These Terms of Use do not confer any rights, remedies, or benefits upon any person other than you and Bookndoc, except that our Service Providers are third-party beneficiaries of these Terms of Use.

## INTERNATIONAL USERS AND VISITORS

If you are accessing or using the Service from a jurisdiction outside of the United States, you understand and agree that such access and use shall be governed by these Terms and United States law.

## MISCELLANEOUS

Your browser may permit, or may even default, to transmitting a “Do Not Track” header to websites and online services you visit. There is currently no industry standard for what a website can, or should, do when a user transmits such a header. As a result, the Service, along with most other sites, does not recognize or modify its behavior as a result of the receipt of a “Do Not Track” header.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. This Terms of Use is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

These Terms may be subject to change; the result of any change will be reflected on these pages.

**EFFECTIVE AS OF: MAY 6, 2019**

**LAST UPDATED: MAY 6, 2019**