



TERMS OF SERVICE

Thank you for selecting WellCloudMD. These Terms of Service, including the Privacy Policy, which are incorporated herein by this reference and which you can access at www.wellcloudmd.com (collectively, the “Terms”), are a binding legal contract, along with the Membership Agreement, and constitute the entire agreement between WellCloudMD LLC (“WellCloudMD”), and the individual who subscribes to, purchases, or uses the WellCloudMD Services (“You” or “Your”).

Before You click on the “I AGREE” button, please read these Terms carefully.

By clicking the “I AGREE” button or by accessing or using the Services, You agree to the Terms of Service and You represent that You have the authority to enter into these Terms of Service. If You do not agree to these Terms of Service, then WellCloudMD is unwilling to provide the Services to You. WellCloudMD is an independent marketing company that markets WellCloudMD which is a medical discount program and the Teladoc telemedicine service (“TelaDoc”).

Terms of Service governs Your use of the WellCloudMD service offering. The Services are limited to providing You with access the medical discount networks and to TelaDoc on the terms set forth herein. By agreeing to the Terms, You agree to also adhere to all terms, conditions, privacy policies, disclaimers and other terms of TelaDoc which are located at www.teladoc.com.

Your continued use of the Services following modification to the Services constitutes Your agreement to be bound by the modified Services or the modified Terms of Service. The Services may not always be available in Your time zone or geographic location. You may review the most current version of these Terms of Service at www.WellCloudMD.com/terms.pdf. You may not use the Services until You have accepted these Terms of Service. Each time You use or access the Services, You reaffirm Your acceptance of these Terms of Service.

YOUR ACCOUNT

To access and use the Services, You may create a WellCloudMD account at NB30047.mymemberportal.com. Your WellCloudMD account is protected by a username and password (Your “Account”). You agree to provide WellCloudMD with accurate and complete information when You register for an Account.

When You purchase the Services from WellCloudMD, You are required to provide Your name, mailing address, email address, telephone number, and payment information. You are responsible for the actions of any authorized household member, including minors.

After You pay for the Services, You will receive an email which provides information about establishing Your medical profile at www.teladoc.com.

You, not WellCloudMD, are solely responsible for Your Account. WellCloudMD is not liable for any loss or damage arising from any access to, sharing or use of, Your Account. If You believe there has been unauthorized access to Your Account, You must notify WellCloudMD immediately at www.WellCloudMD.com. WellCloudMD takes Your right to privacy and the security of Your Account seriously.

YOUR SERVICE PERIOD

Your Services will begin one day following Your registration and payment for the Services. If WellCloudMD or TelaDoc are unable to commence Services at the beginning of the Service Period because of any failure on Your part, You nonetheless will incur fees beginning on the first day of the Service Period.

PRICE, PAYMENTS AND CANCELLATION

Price. The current price for the Service was provided to You on the website at Your time of purchase. The monthly fee is subject to change on thirty (30) day notice by WellCloudMD. All charges and fees to be paid by You are exclusive of any applicable sales, use, excise or services taxes ("Taxes") that may be assessed on the provision of the Services. In the event that any Taxes are assessed on the provision of any of the Services, the Taxes will be included in Your invoice and Your payment.

Payments. The date that You purchase the WellCloudMD subscription will be the first day of your billing cycle. The Services will automatically renew at the end of each monthly billing cycle. On or after the first day of each successive monthly billing cycle, WellCloudMD shall charge the credit or debit card that You provided to WellCloudMD when You completed Your initial purchase. If Your Services have been suspended for non-payment, Your Account will only be reactivated upon payment, in full of all overdue fees.

Cancellation. You may cancel the Services at any time by giving notice to WellCloudMD at 704-245-6283. Notice of cancellation must be received by WellCloudMD at least ten (10) days prior to the end of the billing cycle and in such event Your Services will terminate at the end of the billing cycle. Cancellations received with less than ten (10) days notice prior to the end of the billing cycle shall result in the Services terminating at the end of the next billing cycle and Your Account shall be charged accordingly.

After cancellation, You will no longer be able to use any Services or access Your Account. Your access to the Services will automatically terminate or expire upon the earliest of (1) non-renewal or cancellation of the Services or failure to pay fees when due, if applicable, (2) WellCloudMD's discontinuation of the Services, or (3) Your failure to comply with the Terms. You acknowledge and agree that after non-renewal, cancellation or expiration of the Services, WellCloudMD may delete Your Account. WellCloudMD reserves the right to terminate Your Services, upon notice, if WellCloudMD determines, in its sole business judgment, that the services are being used (a) fraudulently, (b) maliciously, or (c) unreasonably. In the event that Your Services are terminated by WellCloudMD, WellCloudMD is not obligated to refund fees already paid. The Services are also subject to the additional requirements, limitations, and restrictions set forth in the terms, conditions, privacy policies, disclaimers and other terms of TelaDoc. Please refer to www.teladoc.com for information about those restrictions.

YOUR INFORMATION

You warrant that the information You provide WellCloudMD is accurate and complete. You agree to keep Your password and other account details secret, and not share them with anyone else, in order to prevent unauthorized access to Your account. If Your contact information or other account information changes, or if that information is compromised in any way, it is imperative that You update Your account details immediately.

NO MEDICAL ADVICE

WellCloudMD is not licensed to practice medicine and contracts with Teladoc and other third parties to provide telephone and online video medical consultations to You.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY FOR ACCOUNTS OUTSIDE OF FLORIDA

YOUR USE AND ACCESS OF THE SERVICES IS AT YOUR SOLE DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT RESULTS FROM THE USE THEREOF.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WELLCLOUDMD WILL HAVE NO LIABILITY FOR THE SERVICES PROVIDED BY TELADOC, OR ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY WELLCLOUDMD, TELADOC AND/OR ITS INDEPENDENT ASSOCIATES. IF WELLCLOUDMD WORKS WITH YOU ON ANY PASSWORD OR OTHER ACCESS CONTROL ORIENTED PROBLEMS, WELLCLOUDMD STRONGLY RECOMMENDS THAT YOU RESET SUCH PASSWORDS(S) IMMEDIATELY FOLLOWING THE COMPLETION OF THE SERVICES.

THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT WELLCLOUDMD DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (1) VIRUSES, WORMS, TROJAN HORSES AND OTHER UNDESIRABLE DATA OR SOFTWARE, OR (2) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, DEVICES AND NETWORKS. WELLCLOUDMD IS NOT RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR ACCOUNT, YOUR DATA AND YOUR DEVICES. YOU ACKNOWLEDGE AND AGREE THAT WELLCLOUDMD SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE CONTACT OR OTHER INFORMATION, INCLUDING, BUT NOT LIMITED TO, YOUR FAILURE TO RECEIVE CRITICAL INFORMATION ABOUT THE SERVICES. THE SERVICES AND THIRD-PARTY COMPONENTS ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. WELLCLOUDMD DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, THE SERVICES PROVIDED BY TELADOC OR THE SERVICES PROVIDED BY INDEPENDENT ASSOCIATES.

YOUR USE AND ACCESS TO THE SERVICES IS AT YOUR SOLE DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR DEVICE, SOFTWARE AND THE LOSS OF YOUR USER PROPERTY THAT RESULTS FROM THE USE OR ACCESS THEREOF.

WELLCLOUDMD DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED BY WELLCLOUDMD, PARTNER COMPANIES, TELADOC, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES. WELLCLOUDMD DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT ITS SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. YOU UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WELLCLOUDMD SHALL CREATE ANY ADDITIONAL WELLCLOUDMD WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF WELLCLOUDMD'S OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WELLCLOUDMD COMPANY OR ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AFFILIATES, AGENTS, REPRESENTATIVES, SALES ASSOCIATES, INDEPENDENT ASSOCIATES, SUPPLIERS, RESELLERS, PARTNER COMPANIES, TELADOC, EMPLOYEES, AGENTS, LINKED-TO MERCHANTS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST TO PROCURE SUBSTITUTE SERVICES, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF ANY SERVICES, OTHER INTANGIBLE LOSSES OR BUSINESS INTERRUPTION, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY SERVICES, DATA, OR INFORMATION PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES, EVEN IF WELLCLOUDMD, ITS EMPLOYEES, INDEPENDENT ASSOCIATES, PARTNER COMPANIES, TELADOC, SELF HEALTH OR LINKED-TO MERCHANTS HAS BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE). IN ANY CASE AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF WELLCLOUDMD FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE SERVICE FEES PAID BY YOU TO WELLCLOUDMD IN THE 12 CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DAMAGES ARISING. IF THE SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN WELLCLOUDMD SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING TERMS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES. YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT SUCH LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THESE TERMS AND WELLCLOUDMD'S AGREEMENT TO PROVIDE YOU THE SERVICES, AND IS AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE FOREGOING TERMS MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WELLCLOUDMD, ITS INDEPENDENT ASSOCIATES, PARTNER COMPANIES OR LINKED-TO MERCHANTS SHALL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF WELLCLOUDMD'S OBLIGATIONS HEREUNDER.

GENERAL LEGAL TERMS

Governing Law and Arbitration. These Terms shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without reference to conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to or in any way connected with these Terms, shall be in the state or federal courts, as applicable, located in Mecklenburg County, North Carolina. The parties waive any other choice of venue.

No claims under these Terms may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

The parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to these Terms within sixty (60) days of the date such dispute arises. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to these Terms, including the existence, validity, interpretation, performance, termination or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association (“AAA”). There will be three (3) arbitrators (the “Arbitration Tribunal”), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The arbitration will be conducted in English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but the parties shall share equally the expenses of the Arbitration Tribunal and the AAA.

These Terms will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Charlotte, North Carolina, or other location as is mutually agreed by the parties. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Your failure to pay for Services in accordance with these Terms of Service may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

General. These Terms constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. If one or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. The failure to enforce or the waiver by either party of a default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach. You may not assign or delegate any rights or obligations under the Terms. Any purported assignment and delegation shall be ineffective. WellCloudMD may freely assign or delegate all rights and obligations under the Terms, fully or partially, with or without notice to You. WellCloudMD may also substitute, by way of novation, any third-party that assumes our rights and obligations under these Terms of Service. If You or WellCloudMD cannot perform its obligations under these Terms of Service because of any act of God, accident, loss of internet connectivity, delays or downtime, strike, court order, fire, riot, war, failure of third-party equipment or any other cause not within the affected party’s reasonable control and that could not be avoided through the exercise of reasonable care and diligence (a “Force Majeure Event”), then the non-performing party will, if possible and reasonable, (1) promptly notify the other party, (2) take reasonable steps to resume performance as soon as possible, and (3) not be considered in breach during the duration of the Force Majeure Event. If a Force Majeure Event continues for five (5) days, WellCloudMD may terminate Your subscription to the Services and these Terms by providing electronic notice to

You. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. The following provisions shall survive termination or expiration of these Terms of Service: Your Account, Price, Payments and Cancellation, Your Conduct, WellCloudMD's Property, Disclaimer of Warranties; Limitation Of Liability, Governing Law and Arbitration and General Legal Terms.

Contact WellCloudMD. If You have any concerns about the Service or these Terms of Service, please send an email to info@wellcloudmd.com, or call (704) 247-6477. WellCloudMD will make every reasonable effort to address Your concerns and remedy any problems You present to WellCloudMD.