

Terms & Conditions

By using, visiting, or browsing the **Medicus** service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the **Medicus** service, including our website and user interfaces.

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Billing

By starting your **Medicus** membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the **Medicus** service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). **Medicus** provides your consultation for free. Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your **Medicus** membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

Membership fees and charges are fully earned upon payment. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

Ongoing Membership

Your **Medicus** membership will continue month- to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

Cancellation

You may cancel your **Medicus** membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS. To cancel, visit our website and request cancellation through the "Contact Us" link, or call 1-800-417-3240 (toll-free). There is a cancellation form that must be requested, filled out completely, and returned back before cancellation is approved.

1. Terms of Use

The **Medicus** Services are offered to you under, and you agree to be bound by, the terms and conditions of this Terms of Use. We reserve the right to update or change these Terms of Use at any time and for any reason by posting the modified Terms of Use. Your continued use constitutes your agreement to be bound by any such revisions and you should therefore periodically visit this page of the website and print the latest version of the Terms of Use for your records. The date of the last update to these Terms of Use is stated at the document.

2. Use of Services

NOT FOR EMERGENCIES. The **Medicus** Services are not for use for medical emergencies or urgent situations. IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY. **Medicus** is a medical service that provides a convenience to our customers of not having to see their Primary Physician in a non-emergency situation. **Medicus** does not replace the Primary Physician however we provide a service when your Primary Physician is unavailable. Patients should continue to get their yearly exams, blood work, and check-ups thru their Primary Physician. Patients who are requesting refills on prescriptions will be handled on a case-by-case basis. **Medicus** reserves the right to not refill prescriptions if our doctors deem it necessary for lab work to be completed for the safety and wellness of our patients.

Cost

Please see **Medicus** Plans and Pricing Page.

Medical Disclaimers

Medicus makes no warranty as to the content of any treatment response. You and your physician are solely responsible for all information and/or communication sent during a teleconsultation or other communication. **Medicus** does not guarantee that a teleconsultation is the appropriate course of treatment for your particular health care problem. You agree to contact your physician immediately should your condition change or your symptoms worsen. If you require urgent care, you should contact your local emergency services immediately. **Medicus** SCREENS AND CONFIRMS THE QUALIFICATIONS FOR ALL OF OUR TELEMEDICINE PROVIDERS.

Prescriptions

You agree that any prescriptions that you acquire through the **Medicus** Doc Services shall be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

Educational Resources

Medicus may send you newsletters regarding common medical and health related topics or preventive care messages containing specific medical and health related information, links to other related Web sites and specific questions related to your **Medicus** Record. Additionally, **Medicus** makes available self care informational services which provide general medical and health information. These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific medical diagnosis and treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by **Medicus**. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment. The information contained these communications and resources are compiled from a variety of sources and may or may not be considered authored by **Medicus**. **Medicus** makes no warranty as to the content of these materials or the information contained therein.

Your Account

You represent and warrant that you are at least eighteen years of age and that you possess the legal right and ability to enter into this Terms of Use, register on the **Medicus** Services under your own name and to use the **Medicus** Services in accordance with this Terms of Use and abide by the obligations hereunder. You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your password. You agree to prohibit anyone else from using your password and immediately notify **Medicus** of any unauthorized use of your password or other security concerns of which you become aware.

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3. Legal Notices and Disclaimers

General Disclaimers

YOU ACKNOWLEDGE THAT YOUR USE OF THE **Medicus** SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW **Medicus** AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, **Medicus** AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE **Medicus** PRODUCTS AND SERVICES PROVIDED HEREUNDER.

Medicus MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE **Medicus** SERVICES.

Limitation of Liability

IN NO EVENT SHALL **Medicus** NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES IN

EXCESS OF (i) THE PURCHASE PRICE FOR THE PRODUCT, OR (ii) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, \$1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL **Medicus** NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS WEB SITE OR ANY SERVICE OFFERED THROUGH THIS WEB SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF **Medicus** IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS.

4. Privacy

Medicus respects your privacy and takes privacy very seriously. By accepting this Terms of Use, you consent to the use and disclosure of personally identifiable information provided to us as outlined in our Privacy Policy, which is incorporated herein by reference.

Electronic Medical Record

Your **Medicus** Electronic Medical Record is created to store your personal health information online, including health conditions, allergies and medications. Any information provided as part of a teleconsultation becomes part of your **Medicus** Record. You agree to provide accurate information for your **Medicus** Record, to periodically review such information and to update such information as needed. For additional information regarding use of your **Medicus** Record, please see our Privacy Policy. It is your responsibility to confirm any third party information in your **Medicus** Health Record.

5. General Legal Provisions

Third Party Sites. Although **Medicus** may include links providing direct access to third-party Internet sites as a convenience, the inclusion of a link does not imply endorsement of the linked site by **Medicus**. **Medicus** takes no responsibility for the content or information contained on those other sites, and does not exert any editorial or other control over those other sites. Nor does **Medicus** take responsibility for the privacy policies and practices of these third-party links.

Operation and Record Retention

Medicus reserves complete and sole discretion with respect to the operation of the **Medicus** Services. **Medicus** may, among other things withdraw, suspend or discontinue any functionality or

feature of the **Medicus** Services. **Medicus** is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. **Medicus** is not responsible for maintaining data arising from use of the **Medicus** Services. **Medicus** reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the **Medicus** Service pursuant to its internal record retention and/or destruction policies.

Limitations on Use

You agree not to access or use the **Medicus** Services in an unlawful way or for any unlawful purpose. You agree not to post or transmit: (a) a message under a false name; or (b) any information which (i) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, Trojan horse or other code which is contaminating or destructive to the files or programs of **Medicus** or any of its affiliates. **Medicus** reserves the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Indemnity YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS **Medicus** AND ITS AFFILIATES FROM AND AGAINST ALL LOSSES, LIABILITY, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS TERMS OF USE, YOUR RELATIONSHIP WITH A **Medicus** PHYSICIAN, ANY NEGLIGENT OR WRONGFUL ACTION OR OMISSION BY YOU RELATED TO YOUR USE OF OR PROVIDING OF SERVICES THROUGH **Medicus**, OR ANY NEGLIGENT OR WRONGFUL USE OF THE **Medicus** SERVICES (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING YOUR ACCOUNT.

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Term and Termination

This Terms of Use shall commence upon the date you complete the registration process with **Medicus**. Either you or **Medicus** may terminate this Terms of Use and your right to use the **Medicus** Services at any time, with or without cause. This Terms of Use and the licenses granted hereunder shall terminate without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Terms of Use, or the rules for use of the

Medicus Service promulgated by **Medicus** from time to time. Upon any termination, you will destroy all copies of Call The Doc materials in your possession and cease any access to or use of the **Medicus** Services.

Notice

Medicus provide notice by e-mail to the e-mail address you provided during the registration, by a general notice on the **Medicus** Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the **Medicus** account information. You may give notice to **Medicus** at any time via electronic mail to customerservice@mymedicus.com or by letter delivered by first class postage prepaid U. S. mail or overnight courier to Medicus Global LLC, 2501 Walden Woods Drive #5756, Plant City FL 33563

Severability

The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Entire Agreement

This Terms of Use, together with any **Medicus** rules or policies referred to herein, represents the complete agreement between you and **Medicus** concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. **Medicus** may modify this Terms of Use as set forth above.

Assignment

You may not assign, transfer or delegate this Terms of Use or any part of it without **Medicus** prior written consent. **Medicus** may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

Waiver

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules or principles. Any cause of action or claim you may have with respect to **Medicus** must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the **Medicus** Services or web site.

Protecting Children

Medicus is designed and intended for use by adults. It is not intended for, or designed to be used by children under the age of eighteen. A parent or guardian, however, may use **Medicus** on behalf of a minor child. The parent or guardian assumes full responsibility for ensuring that the authentication information is kept secure and that the information submitted is accurate.