

JEFFCONNECT™ TERMS OF USE

Last Revised: February 13, 2018

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY
CALL 911 IMMEDIATELY**

**JEFFCONNECT™ IS NOT FOR USE FOR EMERGENCY
MEDICAL CARE**

WELCOME TO THE JEFFCONNECT™ WEBSITE. PROFESSIONAL TELEHEALTH SERVICES ARE PROVIDED THROUGH THIS SITE BY: (I) FOR SERVICES RENDERED TO PATIENTS LOCATED IN THE COMMONWEALTH OF PENNSYLVANIA, SERVICES MAY BE RENDERED BY AND THROUGH JEFFERSON UNIVERSITY PHYSICIANS, ABINGTON MEMORIAL HOSPITAL, ARIA HEALTH PHYSICIAN SERVICES, AND CERTAIN OF THEIR AFFILIATES, AS APPLICABLE, BASED UPON THE ENTITY WITH WHICH THE TREATING PHYSICIAN IS AFFILIATED, (II) JEFFERSON UNIVERSITY PHYSICIANS FOR SERVICES RENDERED TO PATIENTS LOCATED IN THE STATE OF DELAWARE, (III) JEFFERSON UNIVERSITY PHYSICIANS, INC. FOR SERVICES RENDERED TO PATIENTS LOCATED IN THE STATE OF MARYLAND, AND (IV) JEFFERSON UNIVERSITY PHYSICIANS OF NEW JERSEY, P.C. AND KENNEDY MEDICAL GROUP PRACTICE, P.C. FOR SERVICES RENDERED TO PATIENTS LOCATED IN THE STATE OF NEW JERSEY (THESE ENTITIES ARE COLLECTIVELY REFERRED TO HEREIN AS “JEFFERSON”).

YOUR USE OF THE JEFFCONNECT™ WEBSITE IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS OF USE (THE “TERMS”). PLEASE REVIEW THE TERMS IN THEIR ENTIRETY AND THE LINKS CONTAINED HEREIN. BY CHECKING THE CHECKBOX INDICATING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND/OR PROCEEDING TO USE THE JEFFCONNECT™ WEBSITE, INCLUDING, BUT NOT LIMITED TO, PARTICIPATING IN A VIDEO VISIT, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS WEBSITE OR ANY OF THE SERVICES OFFERED THROUGH THE WEBSITE. BY CONTINUING TO ACCESS OR USE THIS WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS.

Please print and keep a copy of these Terms for your records. Jefferson may, from time to time, at its discretion, change these Terms. Any modifications shall be effective immediately upon posting. You agree to review the Terms each time you access the website to be aware of any such changes. Each time you access or use this site, you are confirming your acceptance of the Terms as they appear at the time of your access or use.

Changes to the Notice of Privacy Practices are subject to the procedures set forth in our “Notice of Privacy Practices.” The various Jefferson entity Notices of Privacy Practices can be found at the following websites:

- For Jefferson Health: <http://hospitals.jefferson.edu/patients-and-visitors/patient-policies/privacy-practices/>
- For Abington Health: <http://www.abingtonhealth.org/patients-visitors/rights-responsibilities/privacy-notice/#.V8XRM9LbKUk>
- For Aria Health: <https://www.ariahealth.org/contact-us/hipaa-information>
- For Kennedy Health: <https://www.kennedyhealth.org/notice-privacy-practices>

PLEASE READ THESE TERMS CAREFULLY.

I. What is JeffConnect?

JeffConnect consists of telehealth platforms and infrastructure designed to connect individuals with participating physicians and other healthcare providers from Jefferson (“Providers”) via live streaming audio and video (the “Platform”) for the purpose of participating in a health care evaluation (“Service(s”).

Telehealth includes, but is not limited to, telemedicine. This means that patients and their families now have direct access to a qualified provider for non-emergency healthcare needs, without having to visit a clinic or physician’s office. Specific examples of non-emergency healthcare needs include mild to moderately symptomatic cold and flu, upper respiratory infections, upset stomach, sinusitis, and other everyday ailments. This Service is a convenience, and your interaction with the Providers through this website is not intended to replace your relationship with your existing primary care physician (to the extent you are obtaining Services through JeffConnect from a Provider other than your primary care physician) or any in-person physician care.

JeffConnect is not an insurance product, nor is it an internet pharmacy. Providers may prescribe medications when medically indicated in their sole professional judgment; however, due to varying state laws, prescriptions may not be available in your state. In the event that a Provider does prescribe a medication, he/she will comply with all applicable federal and state laws. NOTE: Prescriptions for non-therapeutic drugs and controlled substances are not available via JeffConnect.

The Providers reserve the right to deny care via JeffConnect for any reason. If you are denied Services through this site, you are solely responsible to take steps to seek care, including follow-up with a physician in person.

What are the different types of telehealth Services offered?

There are two primary types of telehealth Services offered through this JeffConnect website:

- Diagnostic Examinations: Medical consultation between a Provider and you, often resulting in diagnosis and specific treatment recommendations. Medication may be prescribed if appropriate for the illness or ailment you are reporting and permitted by applicable law. A Provider will make a reasonable effort to consult with you, usually within thirty (30) minutes of your request (estimated time is subject to volume of requests and time of day of your request).
- Scheduled Outpatient Examinations: Convenient appointments for examinations with your Jefferson Provider (subject to your Provider’s determination that an in-person examination is not necessary).

II. Express Acknowledgements

By proceeding with your use of the Service, you acknowledge that you are competent to accept the Services offered through JeffConnect. You also acknowledge that you understand these Terms and that you agree to the following:

1. **This Service is not intended for emergencies.** If you are experiencing an emergency, call 911 immediately.
2. This is a convenience care service. It is not intended to serve as long-term preventive care or take the place of a regularly scheduled, in-person physical examination. It is not intended to replace your in-person visits to your primary care physician.
3. You have voluntarily chosen to be seen via telehealth as opposed to a traditional, face-to-face visit.
4. If you experience difficulty using the Service, you should contact your primary care physician's office.
5. You agree to contact your primary care physician immediately if your condition changes or your symptoms worsen following your telehealth visit. Unless you and your Provider have agreed otherwise, you should not assume that your Provider is actively reviewing your Jefferson medical record for changes. You should actively communicate any changes in your condition that concern you following your telehealth visit to your primary care physician or other appropriate provider. **If you are experiencing an emergency condition, you should contact your local emergency services immediately.**
6. If you are prescribed medications via the Service, you represent that they are for your own use and you will not sell, distribute, or otherwise dispense any medications that were prescribed for you.
7. You must tell the Provider about all of your current medications (including prescription medicines, over-the-counter medications, vitamins, and herbal/natural remedies) as well as any allergies and medical conditions that you have or are experiencing. This is important because certain medications, vitamins, or herbs may conflict with medication that may be prescribed by the Provider when you use the Service. This could cause an adverse reaction which could be serious, or could render any medicines the Provider prescribes for you less effective. You have the right to request a copy of any prescription written or medical record noted.
8. In order to access this website, you must be at least eighteen (18) years of age to ensure compliance with the Child Online Protection Act.
9. If you are using the Service to seek care for a minor under the age of eighteen (18) or to seek care for an incapacitated adult for whom you are the legal representative, you represent that you are at least eighteen (18) years of age and that you possess the legal right and ability on behalf of yourself and the minor child for whom you are a legal parent or guardian or the adult for whom you are the authorized legal representative to be bound by the terms of these Terms.
10. You may only use this Service within the fifty (50) United States as permitted by Jefferson. Service is deemed to have occurred in the state where the care is received and Provider is licensed.
11. The Service is being provided by Providers who are licensed in the state where care is sought. Each time you use the Service, you certify that you are located in the state you have selected and will remain in that state for the entire length of the telehealth visit.
12. If your certification is inaccurate, you agree to indemnify Jefferson, its third-party technology Platform provider(s), and the Providers you interact with from any resulting damages, costs, or claims.

III. Consent to Telehealth Services

To better serve the needs of people throughout our region, Jefferson has implemented a Platform through which it is making some health care services available via two-way interactive audio and video communications and/or by the electronic transmission of information, which may assist in the evaluation and treatment of health care problems. Referred to as "telehealth," this means that you may be evaluated and

treated by a Provider for scheduled outpatient exams or convenience care visits. Since this may be different from the type of consultation with which you are familiar, you understand, agree and consent to the following:

1. **JeffConnect is not for emergency medical needs. If you experience any symptoms or problems that you believe to be a medical emergency, you should call 911 immediately.**
2. The types of conditions for which telehealth Services are appropriate are limited. Therefore, the Provider will decide whether your condition is suitable for an effective telehealth encounter.
3. You will provide accurate, complete, and truthful information to the Provider. You understand that any failure to do so may result in an incorrect diagnosis or treatment recommendation that could be harmful or ineffective.
4. The possible risks of telehealth include, but are not limited to: (A) failures or limitations of equipment used to transmit the Services may cause delays in medical evaluation and consultation or treatment; (B) security protocols could fail, causing a breach of privacy of your personal medical information; and (C) lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.
5. The telehealth process may consist of transmission of video or digital photographs or images of you, or of transmission of x-rays, test results or details of your medical record or other personally identifiable health information. You understand that an electronic record of certain information resulting from your request for Services will be created and it will be transmitted to and discussed with the Provider and may be forwarded to your primary care physician or other third parties as permitted by law. You authorize the disclosure of such information for your care, payment or healthcare operations.
6. Video recordings may be taken of the telehealth consultation. Video recordings and other data, including x-rays, images, and photographs may be kept, viewed and used for purposes including, but not limited to, teaching, training, technical, scientific, research or administrative purposes, including, but not limited to, performance improvement, as permitted by law.
7. The Provider will keep an electronic or written record of the consultation in your medical record.
8. The Provider will likely be at a different geographic location from you.
9. Participation in telehealth is voluntary. You have the right to: (A) refuse the telehealth consultation or stop participation at any time without jeopardizing your right to future care; (B) limit the examination during the consultation; (C) request that nonmedical personnel leave the room or be denied permission to view the telehealth consultation at any time; (D) request to consult privately with the Provider at any time; and (E) ask questions about the Service provided.
10. You have received the Notice of Privacy Practices of the relevant Jefferson entity which can be found at:
 - For Jefferson Health: <http://hospitals.jefferson.edu/patients-and-visitors/patient-policies/privacy-practices/>
 - For Abington Health: <http://www.abingtonhealth.org/patients-visitors/rights-responsibilities/privacy-notice/#.V8XRM9LbKUk>
 - For Aria Health: <https://www.ariahealth.org/contact-us/hipaa-information>
 - For Kennedy Health: <https://www.kennedyhealth.org/notice-privacy-practices>

You authorize Jefferson to disclose any health information in conformance with the provisions of the relevant Notice of Privacy Practices.

11. You acknowledge that the nature and purpose of the proposed telehealth consultation have been explained to your satisfaction.

12. You acknowledge and understand that there are certain risks, limitations, and potential benefits involved in a telehealth consultation and treatment. You voluntarily assume them in the hopes of obtaining the desired beneficial results.
13. You represent that you are an adult at least eighteen (18) years of age and are accessing the Service either for your own use, on behalf of a minor for whom you are the parent or legal guardian, or on behalf of an adult for whom you are the authorized legal representative.
14. Use of JeffConnect is subject to these Terms and the policies referenced herein.
15. You acknowledge that this consent is in addition to, and shall supplement, any additional Service-specific consent form which you have signed for your Provider.

IV. Financial Responsibility

You agree that the Service may be provided to you for a fee and that you will pay the applicable fee at the time of the Service. You understand that most insurers do not cover these types of telehealth Services (i.e., that these Services may be deemed non-covered Services by your insurance provider), that your insurance provider will not pay for or be liable for any non-covered Services, and that you likely will be responsible to cover the entire cost, and agree to pay and be solely financially responsible for all costs for non-covered Services.

You further agree, to the extent your insurance provider covers the Service, in whole or in part, that you and your insurance provider will be financially responsible for all such covered Services and you will pay any applicable deductible or co-pay at the time of Service. You hereby authorize payment to be made directly to Jefferson and/or any Provider(s) providing medical Services for all telehealth or other applicable benefits payable by your insurance, including interest and attorney's fees, if applicable.

In recognition of Jefferson's right to recover payment for the Services rendered, you agree to allow Jefferson to file any appeals of denials or take any other action Jefferson deems to be appropriate on your behalf to seek recovery of full payment from any third party payer or other responsible entity for medical care rendered.

You certify that any information you provide in connection with applying for payment under any Federal or State Health Care Program (including, but not limited to, Medicare or Medicaid), is true and correct. You understand that your obligation to pay Jefferson may not be deferred for any reason, including pending legal actions against other parties to recover medical costs. You acknowledge that if your account is referred to an attorney or agency for collection, you are obligated to pay attorney's fees, court costs, and collection expenses.

V. Account Enrollment

To access the Service, you must first create an individual user account ("Account") by providing certain information. Except for any subaccounts established for minor children of whom you are a parent or legal guardian or for adults for whom you are the authorized legal representative, you agree that you will not create more than one Account, or create an Account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Service and, if applicable, in order for Jefferson to send notices to you, you agree to: (i) provide true, accurate, current, and complete information as prompted by our Account enrollment form; and (ii) each time you log on, maintain and promptly update all Account information to keep it true, accurate, current and complete. You may give notice of a change in your contact information, including notice of a change of your email address, to JeffConnect at any time via

electronic mail to JeffConnect@jefferson.edu. Your notice shall not include any medically related information, and any such information will not be added to your medical record or relayed to any medical provider.

If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service.

Notices, disclosures, reports, documents, communications or other records regarding the Service (collectively, “Notices”) may be sent in an electronic form through your use of the Platform. The Notices may be sent to the email address that you provided or by posting the Notice on the Platform or otherwise through the site. By accessing Jefferson’s Services through the JeffConnect website or email communications, you authorize Jefferson to communicate medical information to you at all identified addresses, emails or other locations (physical or electronic) that you provide. The delivery of any Notice is effective when sent, regardless of whether you read it. If you do not want to receive Notices electronically or at a particular physical address, please notify us at JeffConnect@jefferson.edu.

Jefferson (or its third-party technology Platform provider(s), if directed by Jefferson) may suspend or terminate your access to the Service at any time, for any reason or for no reason at all, in its sole discretion. These Terms shall survive the termination of your access to the Service and you shall continue to be bound to the terms contained herein. Jefferson reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice. Jefferson reserves the right to delete or change any username or password at any time, for any reason or no reason at all. Jefferson does not discriminate on the basis of age, color, race, national origin, religion, gender or any other legally protected characteristic. If your Account is disabled, it is your responsibility to contact your primary care physician for follow-up service. You will not be contacted by Jefferson to advise you to do so.

VI. Acceptable Use

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that violates these Terms. You shall not use the Service or its third-party provider Platform for any commercial purposes. You shall not post, use, store, or transmit: (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Platform by any method, including through the use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Service in any manner that could damage, disable or impair the Platform or Service. You shall not attempt to gain unauthorized access to any user accounts (including, but not limited to, medical records or personally identifiable health information), computer systems, or networks through hacking, password mining or any other means. You shall not use any robot, scraper, crawler, spider, data mining software, or other similar means to access the Platform for any purpose.

You accept and agree to adhere to the relevant Jefferson entity’s website terms of use, which can be found at the following links:

- Jefferson Health: <http://hospitals.jefferson.edu/patients-and-visitors/patient-policies/terms-of-use/>.

- Abington Health: <http://www.abingtonhealth.org/disclaimer/#.V8btstLbKUk>
- Aria Health: <https://www.ariahealth.org/bucks-county>
- Kennedy Health: <https://www.kennedyhealth.org/>

VII. Privacy and Security

Jefferson has implemented a variety of commercially standard encryption and security technologies and procedures that seek to protect your personal information from unauthorized access. Jefferson also maintains standard physical and electronic procedural safeguards that seek to limit access to your personal information as required by applicable law. In addition to Jefferson's Notices of Privacy Practices discussed above, Jefferson's Online Privacy Statements can be found at the following links:

- Jefferson Health: <http://hospitals.jefferson.edu/patients-and-visitors/patient-policies/online-privacy-statement/>
- Abington Health: <http://www.abingtonhealth.org/disclaimer/#.WI-aKtLruUk>
- Aria Health: <https://www.ariahealth.org/contact-us/privacy-statement>
- Kennedy Health: <https://www.kennedyhealth.org/about/important-information>

Jefferson has implemented policies and procedures to ensure the confidentiality, integrity, and availability of all electronic protected health information that it creates, receives, maintains, or transmits. Jefferson has implemented policies and procedures to protect against any reasonably anticipated threats or hazards to the security or integrity of such information and protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the federal Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") or state law. In doing so, Jefferson may use any security measures that allow it to reasonably and appropriately implement the standards and implementation specifications as specified in HIPAA or by state law.

Access to the Platform and Service is enabled only by usernames and passwords. You should keep your username and password confidential. Do not share your username or password with anyone or allow another person to access the Service using your username and password. Please notify Jefferson if you have any reason to believe that your username and/or password has been lost or misused in any way. You are solely responsible for any and all use of the Service using your username and password. Jefferson reserves the right to revoke or deactivate your username and password at any time and for any reason.

VIII. Service Availability and Record Retention

Jefferson reserves complete and sole discretion with respect to the operation of the Service. Jefferson may, among other things, withdraw, suspend or discontinue any functionality or feature of the Platform or Service at its discretion. Subject to applicable law, Jefferson reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform in connection with the Service pursuant to its internal record retention and/or destruction policies and practices.

IX. DISCLAIMERS

ACCESS TO THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JEFFERSON AND ITS THIRD-PARTY TECHNOLOGY

PLATFORM PROVIDER(S) DISCLAIM 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.

WITHOUT LIMITING THE FOREGOING, JEFFERSON DOES NOT WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES JEFFERSON MAKE ANY WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, OR SUITABILITY OF THE PLATFORM OR ANY OF THE INFORMATION CONTAINED OR PROVIDED THROUGH OR ON THE PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND YOUR RELIANCE UPON ANY OF ITS CONTENT ARE AT YOUR SOLE RISK. LIKewise, TO THE EXTENT THAT ANY THIRD PARTY PROVIDES ANY OF THE CONTENT ON THE PLATFORM, NO SUCH THIRD PARTY GIVES YOU ANY WARRANTIES ABOUT HOW THE PLATFORM WILL WORK, ITS AVAILABILITY, OR ANY RESULTS YOU CAN EXPECT TO RECEIVE.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE PLATFORM OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE PLATFORM CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. JEFFERSON CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSSES, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE OR THE INTERNET OR FROM YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE PLATFORM.

LINKS TO THIRD-PARTY WEBSITES MAY BE PROVIDED TO YOU. THE LINKS ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU. JEFFERSON DOES NOT ENDORSE THE CONTENT OF THESE THIRD-PARTY WEBSITES NOR DOES JEFFERSON CONTROL OR GUARANTEE THE ACCURACY OR RELIABILITY OF THE CONTENT LOCATED ON ANY THIRD-PARTY WEBSITES. JEFFERSON IS NOT RESPONSIBLE AND ASSUMES NO LIABILITY FOR THE INFORMATION, CONTENT OR SOFTWARE OF ANY THIRD-PARTY WEBSITES. IF YOU DECIDE TO ACCESS THIRD-PARTY WEBSITES, YOU DO SO AT YOUR OWN RISK.

X. LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE PLATFORM, INCLUDING INACCURACIES OR ERRORS CAUSED BY THE PLATFORM, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE PLATFORM AND SERVICE PROVIDED THEREUNDER. JEFFERSON, ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER(S), AND ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE PLATFORM SHALL NOT BE LIABLE FOR YOUR USE OF THE PLATFORM, INCLUDING, BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS CAUSED BY THE PLATFORM, ANY INFRINGEMENT OF ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PLATFORM CONTENT.

YOU HEREBY RELEASE AND HOLD HARMLESS JEFFERSON, ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER(S), AND ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE 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 PLATFORM.

UNDER NO CIRCUMSTANCES SHALL JEFFERSON OR ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER(S), OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR MOBILE DEVICE OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE PLATFORM OR SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF JEFFERSON OR ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER(S), OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT JEFFERSON'S THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER(S), LICENSORS, SUPPLIERS, AND ANY OTHER THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE (EXCLUDING PROVIDERS): (A) ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE; (B) ARE NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICE; AND (C) EACH EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF HEALTHCARE VIA THE SERVICE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE.

XI. INDEMNIFICATION

WITHOUT LIMITING THE GENERALITY OR EFFECT OF OTHER PROVISIONS OF THESE TERMS, AS A CONDITION OF USE, YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND JEFFERSON, ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER(S), AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS AND THEIR OFFICERS, DIRECTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES (COLLECTIVELY, "INDEMNIFIED PARTIES" AND EACH, INDIVIDUALLY, AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, LIABILITIES AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY ANY INDEMNIFIED PARTY IN CONNECTION WITH ANY THIRD PARTY CLAIMS ARISING OUT OF: (I) YOUR FAILURE TO COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS; AND (II) YOUR BREACH OF ANY OF YOUR OBLIGATIONS SET FORTH IN THESE TERMS.

JEFFERSON RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY JEFFERSON, AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT THE PRIOR WRITTEN CONSENT OF JEFFERSON.

XII. Intellectual Property

All of the content available on or through the Platform is the property of Jefferson or its licensors and is protected by copyright, trademark, patent, trade secret or other intellectual property laws. We give you permission to display, download, store and print the content only for your personal, non-commercial use. All software and accompanying documentation made available for download from the Platform is the copyrighted work of Jefferson or its licensors. Any copy made of information obtained through the Platform must include the copyright and other proprietary notices contained on the original.

All Jefferson trade and service names, including, but not limited to “Jefferson” are trademarks of Jefferson. All other brands and names are the property of their respective owners, including those related to Jefferson’s third-party technology Platform provider(s). Nothing contained in the Platform or Service should be construed as granting any license or right to use any trademark displayed on the Platform without the express written permission of Jefferson or such third-party that may own the trademark.

Subject to the terms of these Terms, Jefferson, through its third-party technology Platform provider(s), hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the Platform or Service to the extent, and only to the extent, necessary to access and use the Service.

The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Platform or Service to any third party or use the Platform or Service to provide service bureau, time sharing or other services to third parties.

XIII. Miscellaneous

JeffConnect may make available to you certain general medical information via the Platform or through other means. These resources, if provided to you, are for general educational and informational purposes only. They are not intended to be, nor should they be, relied upon as a substitute for patient-specific medical diagnosis for any medical condition by an appropriate medical provider. JeffConnect makes no warranty as to the content of these materials or the information contained therein.

The laws of the Commonwealth of Pennsylvania shall apply, without regard to conflict of laws rules, for the resolution of any dispute based upon or relating to these Terms. To the extent permitted by applicable law, you agree that the Federal courts in Pennsylvania shall be the sole and exclusive forum relative to any and all disputes arising out of or related to these Terms. These Terms and any links contained herein, constitute the sole and entire agreement between you and Jefferson relating to the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in these Terms shall bind either

you or Jefferson. Any of the terms of these Terms which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of these Terms or affecting the validity or enforceability of these Terms as a whole.

Should any concerns arise regarding the Platform or Service provided, contact our ComplyLine at 1-888-5COMPLY (1-888-526-6759) or your Provider's office.

Additionally, you may choose to file a written complaint with the physician licensing board for the state in which the Service was provided. Upon request, we will provide you with the correct address for filing a complaint. Filing a complaint will not result in retaliation.

Jefferson shall not be liable for any delay, loss, failure, or inability to perform its obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God; acts of public enemy; acts of governmental authority; severe weather conditions; or any other cause beyond its control not specifically set forth herein.

XIV. State-Specific Notices

MARYLAND PATIENTS

Services in Maryland are provided through Jefferson University Physicians, Inc. The following Jefferson physicians are licensed to provide Services to patients located in Maryland: (1) Dr. Roger Band (MD Medical License Number D80722); (2) Dr. Judd Hollander (MD Medical License Number D80770); (3) Dr. Alexander Kleinmann (MD Medical License Number D80666); (4) Dr. Lara Phillips (MD Medical License Number D81261); and (5) Dr. Kristin Rising (MD Medical License Number D80811).

BEFORE YOU CONTINUE ON THIS SITE, YOU MUST READ AND AGREE TO THESE TERMS. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, YOU CANNOT USE THE SERVICE AND MUST EXIT THE SITE.