## **TERMS OF USE**

Medical Hearing Consultants ("MHC" "we" "us" or "our") operates the website <a href="https://medicalhearingconsultants.com">https://medicalhearingconsultants.com</a> (collectively, the "Site" or "Platform"). The Platform allows patients seeking hearing aids from a hearing aid provider to receive further medical evaluation by health care providers ("Telehealth Providers") for the purpose of optimal healthcare and patient convenience ("Services"). By accessing and using the Site and Services, you agree to be bound by these Terms of Use and all other terms and policies that appear on the Site. If you do not wish to be bound by any of these Terms of Use, you may not use the Site or the Services.

- 1. <u>Healthcare Services</u>. The Telehealth Providers who deliver Services through MHC are independent professionals. MHC does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Telehealth Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither MHC nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice you obtain from a Telehealth Provider via the Services.
- **2. Site Content.** None of the Site content (other than information you receive from Telehealth Providers) should be considered medical advice or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you.
- **3.** Access Rights. Subject to these Terms of Use, MHC grants to you a non-transferable, non-assignable, and non-exclusive license to access and use the Platform for your personal non-commercial use only in accordance with these Terms of Use. All rights not specifically granted to you by these Terms of Use shall remain with MHC. You must use the Platform solely for its intended purposes in accordance with the Agreement. You may not rent, lease, lend, sell, redistribute, reproduce or sublicense the Platform or make it available to any third party. You must not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform, or any part thereof.
- 4. Fees. You agree to pay all fees or charges for the Services in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Telehealth Provider with your payment information, you agree that the Telehealth Provider is authorized to immediately invoice you for all fees and charges due and payable to Telehealth Provider hereunder and that no additional notice or consent is required. If you do not have insurance coverage for Services, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses.
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- 6. <u>Disclaimer of Warranties</u>. YOU EXPRESSLY AGREE THAT USE OF THE SITE OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MHC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION.
- 7. <u>Limitation of Liability</u>. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MHC, TELEHEALTH PROVIDERS OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE,

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- 8. <u>Privacy and Communications</u>. MHC is required to comply with federal healthcare privacy and security laws and maintain safeguards to protect the security of your health information. Additionally, the information you provide to your Telehealth Provider during a medical consultation is confidential, except for certain legal exceptions as more fully described in our Notice of Privacy Practices.
- 9. Miscellaneous. These Terms of Use and your use of the Site shall be governed by the laws of the State of Michigan, without giving effect to the principles of conflict of laws. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in Detroit, Michigan, for any action related to these Terms of Use. No waiver by MHC of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MHC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.
- **10.** <u>Notices</u>. All notices to MHC under this Agreement shall be in writing and shall be mailed by first-class, registered, certified mail or overnight mail, return receipt requested or via email to 21482 Wedgewood Drive, Grosse Pointe Woods, MI 48236, [insert email].