

# Salud Con Vigor

Effective Date: October 10, 2020

**AMONG OTHER ACTIVITIES, SALUD CON VIGOR'S SERVICES ENABLE COORDINATION AND COMMUNICATION WITH A HEALTH CARE PROVIDER. IT DOES NOT REPLACE YOUR RELATIONSHIP WITH ANY PHYSICIAN. THESE SERVICES MIGHT NOT BE APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS. IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911.**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BECAUSE THEY SET FORTH THE IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT THE SERVICES.**

**YOU UNDERSTAND THAT BY ACCESSING OR USING THE SITES OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU MAY NOT USE THE SITES OR ANY SERVICES PROVIDED ON OR THROUGH THE SITES.**

**THE TERMS OF USE ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.**

## **INTRODUCTION**

Salud Con Vigor LLC, and their respective affiliates (collectively, "**we**", "**us**", or "**our**") own and operate the websites located at [www.saludconvigor.com](http://www.saludconvigor.com) and collectively with any affiliated mobile application ("**App**"), the "**Sites**"). The Sites are intended to facilitate the provision of the Services to registered users. The "**Services**" may include (i) providing individuals with information on health care and wellness ("**Content**"); (ii) providing individuals with pharmacy services; (iii) development and gathering of health care records and health care information with retention of the same for use in health care provider appointments, communications, and pharmacy services; (iv) administrative support in connection with scheduling, payment for health care provider services, and payment for pharmacy services; and (v) telecommunications support for using the Services as a means of direct access to health care providers provided by Salud Con Vigor LLC., and similar affiliated professional entities for communication, consultations, assessments, and treatment by such health care organizations and their providers.

These terms and conditions of use ("**Terms of Use**") describe your rights and responsibilities regarding the Salud Con Vigor Sites that you may use to receive Services. Your access to and use of the Sites is subject to these Terms of Use, our Privacy Policy, as well as all applicable laws and regulations. In these Terms of Use, the terms "**you**" and "**yours**" refer to the person using the Services. Even though you may

have arrived to the Sites through a website or mobile application operated or controlled by a third party, including by an affiliate of Salud Con Vigor, you understand and agree that these Terms of Use are entered into between you and Salud Con Vigor. If you do not accept and agree to be bound by these Terms of Use, you are not authorized to access or otherwise use the Sites, Services or any information or Content provided through the Sites or Services. The Sites and Services are continually under development, and Salud Con Vigor reserves the right to review or remove any part of these Terms of Use in its sole discretion at any time and without prior notice to you. You should check the Terms of Use from time to time when you use the Sites or Services to determine if any changes have been made. Any changes to these Terms of Use are effective upon posting to the Sites. Unless otherwise indicated, any new Content added to the Services is also subject to these Terms of Use upon posting to the Sites. If you disagree with these Terms of Use, your sole and exclusive remedy is to discontinue your use of the Sites and/or Services. Your continued use after a change has been posted constitutes your acceptance of the changes.

## **AVAILABILITY**

Certain of our Services are currently only available to individuals located in certain states.

## **ELIGIBILITY**

To qualify to use the Services, the following must be true:

- You are age 18 or over.
- You are located in a State Where We Operate (depending on the type of Services).
- You agree to be legally bound by and comply with these Terms of Use.

You understand and agree that satisfying the above requirements does not guarantee that you will receive Services through Salud Con Vigor. In addition to the above requirements, Salud Con Vigor and certain affiliated professional entities reserve the right to change or include new requirements as deemed appropriate in their sole discretion without providing prior notice to you.

## **REQUIREMENTS FOR USE**

You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Sites. Fees and charges may apply to your use of the mobile services and to the Internet.

## **SPECIAL CONSENT TO TELEHEALTH SERVICES**

Telemedicine involves the delivery of health care services using electronic communications, information technology, or other means between a health care

provider and a patient who are not in the same physical location. Telemedicine may be used for diagnosis, treatment, follow-up and/or related patient education, and may include, but is not limited to:

- Electronic transmission of medical records, photo images, personal health information, or other data between a patient and health care provider;
- Interactions between a patient and health care provider via audio, video, and/or data communications; and
- Use of output data from medical devices, sound, and video files.

The electronic systems used in the Services will incorporate network and software security protocols to protect the privacy and security of health information and imaging data, and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption.

Please see our Consent to Telehealth available on the Sites for a description of the risks and benefits of telemedicine. The Consent to Telehealth is hereby incorporated into these Terms of Use by reference and constitutes a part of these Terms of Use.

## **PRIVACY POLICY**

Salud Con Vigor understands the importance of confidentiality and privacy regarding your health information. Please see our Privacy Policy available on the Sites for a description of how we may collect and use your personal information. The Privacy Policy is hereby incorporated into these Terms of Use by reference and constitute a part of these Terms of Use.

## **YOUR RELATIONSHIP WITH SALUD CON VIGOR**

Salud Con Vigor does not provide any medical services, including via the Sites and Services. Rather, Salud Con Vigor provides a technology platform for you to access a health care provider employed or contracted with Salud Con Vigor LLC or similar affiliated professional entities and obtain access to additional information, which you may or may not choose to utilize in planning your health care and wellness. The health and wellness resources made available through our Services are not a substitute for direct in-person health care services in all cases. The decision to focus on diagnosis, treatment recommendations, or both, rests with you and the health care provider. You understand that by coordinating and in certain cases consulting with a Salud Con Vigor, LLC., or affiliate health care provider through the Services, you are not entering into a provider-patient relationship with Salud Con Vigor.

By accepting the Terms of Use, you agree and consent to Salud Con Vigor, and affiliates, or health care providers sending you disclosures, notices, messages, reports, and other communications. It is your responsibility to monitor these communications. You acknowledge and agree that you will not hold us or any Salud Con Vigor affiliate liable for any loss, injury, or claim of any kind resulting from your failure to read these

communications or for your failure to comply with any treatment recommendations contained in these communications.

## **CONSULTATIVE SERVICE**

In some cases, a Salud Con Vigor LLC., or affiliated health care provider may use the Services to provide advice or treatment to you. A health care provider consulting with you through the Services may not have the benefit of information that would be obtained by examining you in person and observing your physical condition, in each instance. Therefore, the health care provider may not be aware of facts or information that may affect his or her opinion regarding a potential diagnosis or treatment recommendation. To reduce the risk to you of this limitation, Salud Con Vigor strongly encourages you to provide all relevant information and discuss any and all diagnosis and treatment options with a health care provider. Moreover, a health care provider utilizing Salud Con Vigor may be limited by state law in prescribing certain medications to you without first conducting an in-person physical examination. By deciding to engage the Services, you acknowledge and agree that you are aware of these limitations and agree to assume the risk of these limitations. Furthermore, you agree and accept that: (i) any diagnosis you may receive is limited and, in some cases, provisional; (ii) the health care services are not intended, in all cases, to replace a full medical evaluation or an in-person visit with a health care provider; (iii) a health care provider acting through the Services may not have important information that is usually obtained through a “hands-on” physical examination; and (iv) the absence of a physical examination may affect the health care provider’s ability to diagnose any potential condition, disease or injury.

For more information regarding the health care services offered by health care providers utilizing the Services, please visit [Saludconvigor.com](http://Saludconvigor.com).

## **SITE CONTENT**

Except for specific communications received from a Salud Con Vigor, LLC., or affiliate health care organizations and providers, none of the Content you receive through the Sites should be considered medical advice.

## **REGISTRATION AND USER ACCOUNTS**

Although certain parts of the Sites are accessible by any individual, you are obligated to register with Salud Con Vigor to access the Services. The Services are available only to users who have registered with Salud Con Vigor and to other persons affiliated with Salud Con Vigor who have been granted accounts with usernames and passwords (“**Secure Users**”). If you are a Secure User, you agree to provide information that is accurate, complete and correct, and to accurately maintain and update any information about yourself that you have provided to Salud Con Vigor. If you do not maintain such information, or Salud Con Vigor has reasonable grounds to suspect as much, Salud Con Vigor has the right to suspend or terminate your account and your use of the Services. You also agree to immediately notify Salud Con Vigor of any unauthorized

use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing Salud Con Vigor at [info@saludconvigor.com](mailto:info@saludconvigor.com). Salud Con Vigor may take any and all actions it deems necessary or reasonable to maintain the security of the Sites, Services and your Secure User account.

You agree to keep confidential your username and password and to exit from your Secure User account at the end of each session. You are responsible for all activities that occur under your account and for maintaining the confidentiality of your password. You are responsible for changing your password promptly if you think it has been compromised. You may not transfer or share your password with anyone, or create more than one account. You may not use anyone else's account at any time. Salud Con Vigor explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You acknowledge and agree that: (1) all or any part of the Sites may not be accessible at any time, for any period, or for any reason; and (2) Salud Con Vigor will not be liable if for any reason all or any part of the Sites are unavailable at any time or for any period.

### **'JAILBREAKING' THE MOBILE OPERATING SYSTEM**

The App is intended for use only on a mobile phone that runs an unmodified manufacturer approved operating system. Using the App on a mobile phone with a modified operating system may undermine security features that are intended to protect your protected health information from unauthorized or unintended disclosure. As a result, you may compromise your protected health information if you use the App on a mobile phone that has been modified. Use of the App on a mobile phone with a modified operating system is a material breach of these Terms of Use.

### **ACCESS RIGHTS AND PROHIBITED USE**

Subject to your compliance with these Terms of Use, we hereby grant to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Sites in the United States and to use the Services solely for your personal and non-commercial use and only as permitted under these Terms of Use, the Consent to Telehealth, and the Privacy Policy. No other right, title, or interest in or to the Sites is transferred to you, and all rights not expressly granted are reserved by Salud Con Vigor or its licensors. We reserve the right, in our sole discretion, to deny or suspend use of the Sites or Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (b) use the Sites or Services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Sites; (d) distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or our Sites, or any other system, device, or property; (e) access or use the Sites in any manner or for any

purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; (f) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Sites, Services or related materials in any way; (g) use or access the Sites to create or develop competing products or services or for any other purpose that is to Salud Con Vigor's detriment or commercial disadvantage; (h) take any action or use the Sites in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Sites or any content, in whole or in part; (i) disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Sites or any computer network; (j) bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Salud Con Vigor or any of our service providers to protect our Sites; (k) remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Sites or any content made available to you on or through our Sites; (l) use any manual process or automated device to monitor or copy any content made available on or through our Sites for any unauthorized purpose except as permitted by this section; (m) copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Salud Con Vigor or third-party content from the Sites; (n) otherwise use the Sites in any manner that exceeds the scope of use granted above; or (o) encourage or enable any other individual to do any of the foregoing.

## **OWNERSHIP OF INFORMATION SUBMITTED VIA THE SITES**

With the exception of any personal data or information you submit maintained in accordance with our Privacy Policy (which may be governed by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA") or related state-specific privacy laws and regulations), you understand and agree that any information you provide to Salud Con Vigor on or through the Sites or Services, whether by direct entry, submission, email or otherwise, including, but not limited to, data, questions, comments, forum communications, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of Salud Con Vigor, LLC., and/or similar affiliated professional entities, or individual health providers utilizing the Services.

Such information may be used for any purpose, including, without limitation, reproduction, solicitation, disclosure, transmission, publication, broadcast, and posting. Salud Con Vigor shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Salud Con Vigor via the Services or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information.



For any personal data or information subject to the foregoing exception, and to the extent permitted by law, you: (1) understand and agree that any such information provided by you may be used, copied or displayed by Salud Con Vigor, Salud Con Vigor may create derivative works of any such data, and Salud Con Vigor may provide such data to our service providers, our successors and assigns, Pennsylvania Medical, P.C. and affiliated health care providers, and their affiliated professional entities, in performance of their services; and (2) grant Salud Con Vigor, our service providers, our successors and assigns, Salud Con Vigor, LLC., and affiliated health care providers, and their affiliated professional entities, the fully transferable and sublicenseable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third parties any data or information you submit on or through the Sites for the purposes of providing services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of Salud Con Vigor using such data.

## **OWNERSHIP OF SITE CONTENT**

As between Salud Con Vigor and you, Salud Con Vigor is the sole and exclusive owner of all right, title and interest in and to the Sites and their content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement and look and feel), other Content, and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you. You are not permitted to reproduce, publish, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the material on our Sites except as generally and ordinarily permitted through the Sites according to these Terms of Use. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Sites or Content shall be owned solely and exclusively by Salud Con Vigor or its licensors, including all intellectual property rights therein. You may not access or use for any commercial purposes any part of the Sites or Content.

## **TRADEMARKS**

Certain names, logos, and other materials displayed in and through the Sites may constitute trademarks, trade names, service marks or logos ("**Marks**") of Salud Con Vigor or its affiliates. You are not authorized to use any such Marks without the express written permission of Salud Con Vigor. Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates.

## **LINKS TO THIRD-PARTY HYPERLINKS AND WEBSITES**

The Sites may contain hyperlinks or references to other websites ("**Linked Sites**") operated by third parties. The Linked Sites may not be under our control, therefore, we are not responsible for the information, products or services described thereon, or for the content of any Linked Site, including, without limitation, any link contained in a

Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Sites to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Sites.

You may have arrived to the Sites through a Linked Site, including a Linked Site controlled by a parent, subsidiary or affiliate of Salud Con Vigor. You understand and agree that we are not responsible for the information, products or services described on those Linked Sites and only these Terms of Use will apply to your use of or access to the Sites.

## **TERMINATION**

The Terms of Use will remain in full force and effect as long as you continue to access or use the Sites or Services. You may terminate the Terms of Use at any time by discontinuing use of the Sites. Your permission to use the Sites automatically terminates if you violate these Terms of Use.

Salud Con Vigor may terminate or suspend any of the rights granted by these Terms of Use and your access to and use of the Sites or Services with or without prior notice, for any reason, and at any time. The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Venue, Severability of Provisions; No Waiver; and Assignment.

Subject to applicable law, Salud Con Vigor reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Sites pursuant to its internal record retention and/or content destruction policies. After such termination, Salud Con Vigor will have no further obligation to provide the Services, except to the extent an affiliated professional entity is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical and professional obligations to you. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services in any way, and further agree that if you violate this restriction after such termination, you will indemnify and hold Salud Con Vigor harmless from any and all liability that Salud Con Vigor may incur therefore.

## **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT USE OF THE SITES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THE SITES AND ANY SERVICES ARE PSAVIDED THROUGH THE SITES ON AN "AS IS" AND "AS AVAILABLE" BASIS. SALUD CON VIGOR AND ITS AFFILIATES, INCLUDING WITHOUT LIMITATION ALL AFFILIATED PROFESSIONAL ENTITIES, AND THEIR RESPECTIVE OFFICERS,



DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “**RELATED PERSONS**”) MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES AND SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SITES OR SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE FULLEST EXTENT OF APPLICABLE LAW, NEITHER SALUD CON VIGOR NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR USEFULNESS OF THE SITES. FURTHERMORE, SALUD CON VIGOR DOES NOT GUARANTEE THAT THE SITES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND SALUD CON VIGOR DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SITES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION.

#### **LIMITATION OF LIABILITY**

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT WILL SALUD CON VIGOR, ITS RELATED PERSONS OR LICENSORS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY

INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SITES OR ANY SERVICES PROVIDED THROUGH THE SITES, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITES. THIS IS TRUE EVEN IF SALUD CON VIGOR OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Salud Con Vigor, its affiliates (including without limitation all affiliated professional entities), subsidiaries, and their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from, your use of materials or features available on the Sites in an unauthorized manner, fraud, violation of law, or willful misconduct, or any breach by you of these Terms of Use.

## **MODIFICATIONS TO THE SITES**

Salud Con Vigor reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Sites or Services or any portion thereof, with or without notice. You agree that Salud Con Vigor shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Sites or Services.

## **PHARMACY SERVICES**

If you receive a prescription as a result of the Services, you may select Salud Con Vigor LLC., or one of our partner pharmacies (collectively, the "Salud Con Vigor Network") to ship your prescription. You give us consent to send and disclose to the Salud Con Vigor Network all information provided by you, health care records, and other applicable health care information and personal information (such as your name, location and demographic information) so that you may receive pharmacy services.

## **PACKAGING AND FULFILLMENT RESTRICTIONS**

If you select to use the Salud Con Vigor Network to fulfil any prescriptions provided by health care providers through the Services, you acknowledge that your medication, if

approved, will not be shipped in child-resistant packaging and that you must keep it out of the reach of children.

## **PAYMENT**

You agree to pay all fees due for services requested. You will see a prompt for your payment details, such as your credit card information and any promotional codes you may have. By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due.

You understand and agree that you are responsible for all fees due to receive health care services and pharmacy services, including any fees charged by the health care organization(s) or provider(s). Your payments to Salud Con Vigor may include fees charged by health care organization(s) or provider(s) for health care services and/or pharmacy services, which Salud Con Vigor collects on their behalf. Any health care services or pharmacy services not made available through the Services are not included in the payments collected by Salud Con Vigor and you may be separately charged by the applicable health care providers for such services. In the event that your credit card expires or Salud Con Vigor, our affiliates, or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method. Salud Con Vigor and/or the health care organization(s) and/or provider(s) have no obligation to provide any health care services or pharmacy services unless and until full payment has been received and/or verified.

## **SPECIAL NOTICE TO MEDICARE AND MEDICAID BENEFICIARIES**

Federal and state health care programs, such as Medicare and Medicaid, do not pay for all health care costs, even for some health care services and products that you or your health care provider have good reason to think you need. If you are a beneficiary of a federal or state health care program, and such program does not pay for certain services or products rendered to you, you may have to pay for these services and products. As we understand it, neither federal nor state health care programs currently pay for any of the medical services or products made available through the Services performed by affiliated health care organizations or providers, at least not in the way such services or products are provided (i.e., using telemedicine and bundled treatment offerings). By agreeing to use the Services, you acknowledge and agree that: (1) you will pay directly for any medical services and products provided to you, and (2) neither Salud Con Vigor nor any Salud Con Vigor affiliated health care organization or provider will bill any federal or state health care program for such medical services or products.

## **GOVERNING LAW; DISPUTE RESOLUTION; ARBITRATION; VENUE; SEVERABILITY OF PROVISIONS**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND SALUD CON VIGOR TO RESOLVE ALL DISPUTES BETWEEN US THROUGH

## **BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SALUD CON VIGOR**

These Terms of Use and your use of the Sites shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. Any dispute arising under or relating in any way to these Terms of Use will be resolved exclusively by final and binding arbitration in New York, New York under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction. The parties agree that the courts located in New York, New York shall have exclusive personal jurisdiction, subject matter jurisdiction, and venue for any such claim.

All parts of these Terms of Use apply to the maximum extent permitted by law. Salud Con Vigor and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

### **NO WAIVER**

No waiver by Salud Con Vigor 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 by Salud Con Vigor to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

### **NO AGENCY RELATIONSHIP**

Neither these Terms of Use, nor any Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

### **REMEDIES**

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

## **ASSIGNMENT**

You may not assign any of your rights under these Terms of Use, and any such attempt will be null and void. Salud Con Vigor, LLC., and their affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms of Use if some or all of the business of Salud Con Vigor is transferred to another entity by way of merger, sale of its assets or otherwise.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

Salud Con Vigor reserves the right to remove any content or any other material or information available on or through our Sites, at any time, for any reason. Salud Con Vigor otherwise complies with the provisions of the Digital Millennium Copyright Act (“**DMCA**”) applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. This Section describes the procedure that should be followed to file a notification of alleged copyright infringement with Salud Con Vigor

**Notification of Claimed Copyright Infringement. If you have objections to copyrighted content or material made available on or through our Sites, you may submit a notification to our Agent at [info@saludconviogr.com](mailto:info@saludconviogr.com) and include Copyright Infringement in the subject of your email.**

Any notification to Salud Con Vigor under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed;
- An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- An identification of the content or material that you claim is infringing and where it is located on our Sites;
- Information sufficient for Salud Con Vigor to contact you, such as your address, telephone number, and/or email address;
- A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- A signed statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner’s behalf.