

1. Authorization for Healthcare Technology Services and Financial Agreement

Providence Express Care at Home, through www.athome.providence.org and all associated sites, web applications and mobile applications, (“Providence Home Visit”) are provided by Providence Health & Services, and connects patients with healthcare providers (individually referred to as a “Providence Health & Services Provider,” and collectively as “Providence Health & Services Providers”) to carry out a range of patient services including patient scheduling, patient geo-location, as well as directing on-call health care visits. The current services may be expanded to include a platform to allow healthcare providers to provide care via telemedicine, which shall be subject to the terms herein. By clicking the “AGREE” checkbox, you authorize Providence Home Visit to provide medical treatment to you or to the individual you identified upon registration at the Providence Home Visit site, supported by Medicast, Inc. (“Medicast”) and you indicate that you understand the following regarding the services:

- You understand that through registration with the Providence Home Visit site, your location will automatically be transmitted to a nearby, on-call Providence Health & Services Provider, allowing you to choose whether such healthcare provider will be dispatched to your location. (the “Online Geo-Location Platform” or the “Platform”)
- You understand, acknowledge and agree that the nature of medical treatment you will receive in conjunction with the Online Geo-Location Platform will be limited to a telephonic consultation, and as appropriate, an in-person meeting between you and Providence Health & Services Provider at a location of your choosing. You understand, acknowledge and agree that the nature of medical treatment you will receive via the Online Care Platform, if implemented, will be limited to a primary care office visit evaluation and treatment. You understand, acknowledge and agree that the Online Care Platform is an appropriate platform for this type of medical treatment.
- The Providence Health & Services Provider may be: (a) a physician, a nurse practitioner, or other qualified practitioners; and (b) independent contractors and/or employees of Providence.
- The Providence Health & Services Provider you see is licensed in your state, and has the necessary skill, training and education to provide medical care that is allowed by their respective licenses.
- As with any medical procedure, there are potential risks associated with the use of the Platform (defined below). The possible risks include: (i) in rare cases, information transmitted may not be sufficient (e.g. poor resolution of images, inaccurate identification of patient location) to allow for appropriate medical decision making by the practitioner; (ii) delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment; (iii) in rare circumstances, without full disclosure from you, the lack of access to your complete medical record may impact analysis of your medical condition; and (iv) in very rare instances, security protocols could fail, causing a breach of privacy of personal medical information or medical history.

By clicking the “AGREE” checkbox, you also indicate that you accept financial responsibility for the treatment provided. Payment is due at the time of service and our model is a self-pay service direct to the customer. Insurance and health coverage are not accepted, and the services may not be covered under any health benefit plan or insurance coverage plan. No deductible, co-pay or co-insurance or similar coverage expenses or benefits apply. You are solely responsible for all charges incurred by using our services, including your in-person visits from Providence Health & Services Provider. If you need financial assistance or wish to establish a payment plan you can contact a Providence Healthcare financial representative. Should your account be assigned to an attorney or collection agency, you will be obligated to pay associated costs.

If you are referred for additional services, the health care provider treating you may be an independent contractor not employed by Providence Healthcare. You understand that Providence Healthcare may make inquiries regarding insurance coverage and your financial responsibility from third party payers or financial references. In addition, you approve these payers and/or references to release information to Providence Healthcare.

Government Program Beneficiaries: You understand that due to federal and state regulation, the services offered through the Platform are not available to Medicare, Medicaid and Tricare beneficiaries. If you are a beneficiary of a government health care plan, you will not utilize the Platform.

All other Payers: You acknowledge and agree that the health care services offered through the Platform may not be covered by your health plan. By utilizing the Platform, you are agreeing to allow Providence to file a claim with your insurance company, or you agree to provide direct payment to Providence Healthcare for the services received in conjunction with the use of the Platform.

2. Notice of Privacy Practices

Please note that personal information collected through the Platform and Providence Health & Services Provider is subject to separate notices of privacy practices.

You can find links to the Notices of Privacy Practices applicable to the services provided by Providence Healthcare through the Platform [here](#).

3. Providence Home Visit Website Terms of Use

Welcome to the Providence Home Visit Platform, a proprietary software platform that (1) provides Online Geo-Location Platform, and (2) if home care services are available, will allow you to have live visits with healthcare providers at home or through video, secure text chat, phone and mobile devices (the “Online Care Platform” and collectively with the Online Geo-Location Platform, the “Platform”). The Platform will be operated by Medicast, with all health care services provided by Providence Healthcare and its affiliates (“Providence,” “we,” or “us”). To use the Platform you must agree to be bound by all of the terms of this Terms of Use. By clicking the “AGREE” checkbox, you are indicating that you agree to be bound by all of the

terms in this Terms of Use. Please print and keep a copy of this Terms of Use. Providence may, from time to time, change this Terms of Use. When the terms are changed, Providence will notify you in accordance with the below “Electronic Contracting and Notices” section. The most current version of this Terms of Use can be accessed at any time by selecting the Terms of Use link on the bottom of any page in the Platform.

A. IMPORTANT INFORMATION ABOUT YOUR USE OF THE SERVICES

Due to Medicare and Medicaid billing rules, Providence cannot provide services through the Platform to persons with Medicare or Medicaid fee for service coverage. By indicating your acceptance to these Terms of Use, you represent that you are not currently a Medicare or Medicaid fee for service beneficiary, and that you will not request health care services through the Platform if you become a Medicare or Medicaid fee for service beneficiary at a future date. If you misrepresent your status with Medicare or Medicaid, Providence reserves the right to refuse health care services to you at any time.

DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS. If you experience a medical emergency, call 911 immediately or go to the nearest emergency room (ER) immediately. Your interactions through the Platform and Providence Health & Services Providers are not intended to take the place of appointments with your regular physician. Please follow-up with your own doctor as necessary and before seeking any new treatment. Do not disregard, avoid obtaining or delay obtaining medical advice from your regular doctor because of information provided through the Platform or Providence Health & Services Providers.

The Online Geo-Location Platform includes maps, geocoding and other content from Google, Inc., and by using the Online Geo Location Platform you agree to be bound by Google’s terms of use.

B. ACCOUNT REGISTRATION AND SECURITY

You understand that you need to create an account to have access to all of the parts of the Platform. You need not register to simply visit and view the site, but access to the services provided through the Platform requires registration. In consideration of your use of the Platform, you will: (a) provide true, accurate, current and complete information about yourself as prompted by the Platform’s registration page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Any personal information you provide us through the Platform will be stored in a secure manner. We have implemented a variety of commercially standard encryption and security technologies and procedures to protect your personal information, stored in our computer systems from unauthorized access. We also maintain standard physical and electronic procedural safeguards that limit access to your personal information to our employees (or people working on our behalf and under confidentiality agreements) who, through the course of standard business activities, need to access your personal information.

Access to the Platform is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Platform using your username and password. Please notify us if you have any reason to believe that your username or password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Platform using your username and password. We reserve the right to revoke or deactivate your username and password at any time.

C. MINORS

You acknowledge that the Platform is not intended to directly be used by children under the age of 18. You represent and warrant that you are at least 18 years of age. If we discover that a child under the age of 18 has directly provided us with personal information, such information will be deleted from the Platform.

D. ACCEPTABLE USE

You agree not to access or use the Platform in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes Providence policies. You shall not post 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 or Providence through use of methods such as viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Platform in any manner that could damage, disable or impair our services or networks. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the Platform for any purpose.

E. OPERATION AND RECORD RETENTION

Providence reserves complete and sole discretion with respect to the operation of the Platform. Providence may, among other things withdraw, suspend or discontinue any functionality or feature of the Platform. Providence is responsible for maintaining data arising from use of the Platform. Providence reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform pursuant to its internal record retention and/or destruction policies.

F. CHARGES AND REFUNDS

Charges will be assessed on a pay-per-use basis. Health care services will be delivered and paid for on a single or recurring basis. Usage of the services require a valid credit card and billing will

be automatically carried out by Medicast on behalf of Providence Healthcare, per visit and according to the standard pricing guides. Charges will appear to be from “Medicast, Inc.”.

Fixed fees will be charged depending on the services provided, starting with a standard fee for having a doctor visit you and for basic examinations and prescriptions. Depending on the day and time, certain additional after hours, off hours, or weekend fees may also apply. The list of standard fees is available [here](#). Providence Health & Services Providers will disclose all of the fees prior to rendering medical services.

Once you have received medical services from a Providence Health & Services Provider, you will not be able to terminate your request, and all fees are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, disruption caused to the services (either planned, intentional, accidental, or for any reason whatsoever).

In the event that an excess charge is made, please contact support@providencehomevisit.com and the refund will be processed within 14 business days after confirming the excess charge with Providence Healthcare.

You are not liable for any charge if the Providence Health & Services Provider declines your visit for any reason.

G. LINKS

Areas of the Platform may contain links to other web sites. Please note that when you click on any of these links, you are entering another web site for which we have no responsibility or control. We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items.

The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. Providence does not recommend, endorse or promote any procedure or intervention that may be discussed on this site, and which may be prohibited by Providence Healthcare’s [Code of Conduct](#).

H. INTELLECTUAL PROPERTY

All of the content available on or through the Platform is the property of Providence or our licensors, suppliers or healthcare providers and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you (a) a personal, limited, revocable, non-transferable and non-exclusive right and license to use the content available on the Platform solely insofar as it may facilitate your access and use of the Platform, and (b) permission to display, download, store and print the content contained on the Platform only for your personal,

non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Platform. Any copy made of information obtained through the Platform must include the copyright notice. Any software and accompanying documentation that we may make available for download from the Platform is the copyrighted work of Providence or its licensors.

All Providence trade and service names are trademarks of Providence Health & Services or its affiliates. Medicast, and Doctors on Demand, are trademarks of Medicast, Inc. All other brands and names are the property of their respective owners. Nothing contained in the Platform should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of Providence or such third-party that may own the trademark.

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 Platform 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 Platform; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Platform to any third party or use the Platform to provide service bureau, time sharing or other services to third parties.

I. DISCLAIMERS

ACCESS TO THE PLATFORM AND THE INFORMATION CONTAINED ON 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, PROVIDENCE DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE PLATFORM, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS.

WITHOUT LIMITING THE FOREGOING, PROVIDENCE DOES NOT WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES PROVIDENCE MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE PLATFORM OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO PROVIDENCE AND 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. PROVIDENCE CANNOT AND DOES NOT ASSUME ANY

RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET.

THE ABOVE DISCLAIMER IS MADE SOLELY WITH RESPECT TO THE PLATFORM AND THE CONTENT MADE AVAILABLE ON THE PLATFORM. THE ABOVE DISCLAIMER DOES NOT PURPORT TO DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR MEDICAL ADVICE DISPENSED BY ANY PARTICULAR HEALTH CARE PROVIDER TO YOU.

J. LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE PLATFORM OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE PLATFORM. UNDER NO CIRCUMSTANCES SHALL PROVIDENCE, ANY OF ITS LICENSORS, SUPPLIERS OR PROVIDERS, OR MEDICAST BE LIABLE IN ANY WAY FOR YOUR USE OF THE PLATFORM OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY 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 CONTENT.

UNDER NO CIRCUMSTANCES SHALL PROVIDENCE, ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, OR AGENTS, ITS LICENSORS, ITS SUPPLIERS OR PROVIDERS, OR MEDICAST BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE PLATFORM, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY RELEASE AND HOLD PROVIDENCE AND ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, OR AGENTS, ITS LICENSORS, ITS SUPPLIERS AND PROVIDERS, AND MEDICAST HARMLESS 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. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

K. GEOGRAPHIC RESTRICTIONS

The Platform is designed for and intended for users in the United States. You certify that you are a resident of the United States, and you agree to interact with a Providence Health & Services

Provider through the Platform only while you are present in the United States. You acknowledge that your ability to access services through the Platform is conditional upon the truthfulness of the certifications you make at the time of accessing a Providence Health & Services Provider, and that such Providence Health & Services Provider is relying upon this certification in order to interact with you.

The Online Geo-Location Platform is only available if you are located within the service area available at www.athome.providence.org.

Providence makes no representation that the information and services provided on the Platform are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Platform from territories where the content is illegal is prohibited. If you choose to access the site from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

L. TERMINATION

Providence may suspend or terminate your access to the Platform at any time, for any reason or for no reason at all. Providence has the right (but not the obligation) to refuse to provide access to the Platform to any person, agency or organization, or to prohibit any person, agency or organization from using the Platform, at any time, for any reason or for no reason at all, in our sole discretion.

M. INDEMNIFICATION

Without limiting the generality or effect of other provisions of this Terms of Use, as a condition of use, you agree to indemnify, hold harmless, and defend Providenc and its licensors and their parents, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your use of the Platform; (ii) your failure to comply with any applicable laws and regulations; and (iii) your breach of any of your obligations set forth in this Terms of Use. You shall not settle any such claim without the written consent of the applicable Indemnified Party.

N. ELECTRONIC CONTRACTING AND NOTICES

You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the services (collectively, "Notices"). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Platform or otherwise through the site. The delivery of any Notice from us is effective when sent or posted by us, regardless of whether you read the Notice when you receive it or when posted or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the Platform. You understand that Providence Health & Services

Providers will contact you via telephone prior to being dispatched to your location to ensure that they are equipped to handle your medical case.

O. MISCELLANEOUS

This Terms of Use shall be governed by the laws of the State of Washington without regard to the rules on conflicts or choice of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Terms of Use. You hereby consent to the exclusive jurisdiction of the courts of the State of Washington for the resolution of any dispute based upon or relating to this Terms of Use. This Terms of Use constitutes the sole agreement between you and Providence relating to your use and our provision of the Platform and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Terms of Use shall bind either you or Providence. Any of the terms of this Terms of Use which are determined to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable any of the remaining terms of this Terms of Use or affecting the validity or enforceability of the Terms of Use as a whole. Failure to insist on performance of any of the terms of the Terms of Use will not operate as a waiver of any subsequent default. No waiver by Providence of any right under this Terms of Use will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. Providence may, at any time, in its sole discretion, and without notice to you, assign some or all of its rights and obligations under this Terms of Use. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part and any attempted assignment in contravention of this provision shall be void. This Terms of Use shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Terms of Use may not be modified, supplemented, qualified, or interpreted, except in a writing signed by the parties hereto.

A printed version of this Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

P. COPYRIGHTS AND TRADEMARKS

Medicast, and Doctors on Demand, are trademarks of Medicast, Inc. registered in the U.S. Apple, the Apple logo, iPad, and iPhone, are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.

Android is a trademark of Google Inc.

All other trademarks and copyrights (including names and logos) are the property of their respective owners.

Q. CALIFORNIA CONSUMER NOTICE

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: Providence Home Visit and Online Geo-Location Platform are provided by Providence Healthcare. If you have a question or complaint regarding Providence Home Visit and/or Online Geo-Location Platform, please contact customer service at 844-414-9000. You may also contact us by writing to support@providencehomevisit.com. California users may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by writing at 1020 N Street, #501, Sacramento, California 95814, or by telephone at 1-916-445-1254.

R. CONTACT US

If you have any questions about these Terms or otherwise need to contact Providence Healthcare for any reason, you can reach us at Support Team at support@providencehomevisit.com or at 844-414-9000.