

## **Orionmed Terms and Conditions of Use**

### **Use of the Site**

Orionmed (“Orionmed”, “we”, “us”, or “our”) operates the website located at Orionmed.org and other related websites and mobile applications with links to these Terms of Use (collectively, the “Site”). We offer online telehealth services (the “Services”) enabling our members (“Members”) to report their health history and engage healthcare professionals (“Treating Providers”) to obtain medical and healthcare services (“Services”). By accessing and using the Site, 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.

### **Healthcare Services**

All of the Treating Providers who deliver Services through Orionmed are independent professionals solely responsible for the services each provides to you. Orionmed does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Treating Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license in their respective state, territory, or country. Neither Orionmed nor any third parties who promote the Services or provide you with a link to the Service shall be liable for any professional advice you obtain from a Treating Provider via the Services.

### **Site Content**

None of the Site content (other than information you receive from Treating 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.

### **Informed Consent**

A. Telehealth is the delivery of health care services using interactive audio and video technology, where the patient and the health care professional are not in the same physical location. During your telehealth consultation with a Treating Provider, details of your medical or health history and personal health information may be discussed with you through the use of interactive video, audio and other telecommunications technology, and your Treating Provider may perform a physical examination through these technologies. Depending on your medical or health history and/or specific complaint, you may be asked to provide information through biometric devices such as digital thermometers or blood pressure cuffs. You may also be asked for proof of identity with a driver’s license or other legal document.

B. The telehealth Services you receive from Treating Providers are not intended to replace a primary care physician relationship or be your permanent medical home. You should seek emergency help or follow-up care when recommended by a Treating Provider or when otherwise needed, and continue to consult with your primary care physician and other healthcare professionals as recommended. We may make arrangements for follow up care either through Orionmed, a health systems partner or other healthcare providers. You will have direct access to customer support services to follow up on medication reactions, side effects or other adverse

events. Among the benefits of our Services are improved access to healthcare professionals and convenience. However, as with any medical or health service, there are potential risks associated with the use of telehealth. These risks include, but may not be limited to:

In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Treating Provider; Delays in evaluation or treatment could occur due to failures of the electronic equipment; In rare cases, a lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail, causing a breach of privacy of personal health information

C. By accepting these Terms of Use, you acknowledge that you understand and agree with the following:

You understand that you may expect the anticipated benefits from the use of telehealth in your care, but that no results can be guaranteed or assured. You understand that the laws that protect the privacy and security of health information apply to telehealth, and have received The Orionmed Notice of Privacy Practices, which describes these protections in more detail. If your health insurance coverage does not include or is not sufficient to satisfy the Services charges in full, you may be fully or partially responsible for payment. Your Treating Provider may determine that the Services are not appropriate for some or all of your treatment needs, and accordingly may elect not to provide telehealth services to you through the Site in your Treating Provider's sole discretion.

### **Privacy**

Orionmed is required to comply with the federal health care privacy and security laws of your particular state, territory, or country and maintain safeguards to protect the security of your health information. We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Site Privacy Policy and health information Notice of Privacy Practices. As part of providing you the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages. These communications are considered part of the Services and your Account. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and Orionmed. Orionmed cannot ensure the security or confidentiality of messages sent by email.

### **User Account**

When you register on the Site, you are required to create an account ("Account") by entering your name, email address, password and certain other information collected by Orionmed (collectively "Account Information"). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Services. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload to the Site will be true, accurate, current, and

complete. You may not transfer or share your Account password with anyone, or create more than one Account (with the exception of subaccounts established for children of whom you are the parent or legal guardian). You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. Orionmed reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account Information. In no event and under no circumstances shall Orionmed be held liable to you for any liabilities or damages resulting from or arising out of your use of the Site, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else's account at any time.

### **Use of the Services by Children**

The Services are available for use by children, but the Member for all patients under the age of 18 must be the patient's parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

### **Access Rights Orionmed Healthcare Professional Members**

We hereby grant to you a limited, non-exclusive, nontransferable right to access the Site and use the Services solely to provide and commercialize your professional independent healthcare advice and only as permitted under these Terms of Use and any separate agreements you may have entered into with us ("Access Rights"). We reserve the right, in our sole discretion, to deny or suspend use of the Site 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 Site 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 Site or Services; (d) distribute viruses or other harmful computer code through the Site or (e) otherwise use the Services or Site in any manner that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language when communicating with Treating Providers through the Site and to refrain from contacting Treating Providers for telehealth services outside of the Site. Orionmed is not responsible for any interactions with Treating Providers that are not conducted through the Site. We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.

### **Access Rights Patient Members**

We hereby grant to you a limited, non-exclusive, nontransferable right to access the Site and use the Services solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us ("Access Rights"). We reserve the right, in our sole discretion, to deny or suspend use of the Site 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 Site 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 Site or Services; (d) distribute viruses or other harmful computer code through the Site or (e) otherwise use the Services or Site in any manner that exceeds the scope of use granted above. In addition, you agree

to refrain from abusive language when communicating with Treating Providers through the Site and to refrain from contacting Treating Providers for telehealth services outside of the Site. Orionmed is not responsible for any interactions with Treating Providers that are not conducted through the Site. We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.

### **Fees and Purchase Terms Orionmed Healthcare Professional Members**

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Orionmed with your credit card number or PayPal account and associated payment information, you agree that Orionmed is authorized to immediately invoice your account for all fees and charges due and payable to Orionmed hereunder and that no additional notice or consent is required.

Orionmed offers no guarantee that you shall receive any such reimbursement. Orionmed reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use. You understand and agree that Orionmed will charge you an administrative surcharge for every successfully billed teleconsultation you deliver. Orionmed will automatically charge an administrative surcharge depending on your membership type and also depending on of the total amount billed during the teleconsultation between the Treating Provider and Patient. Orionmed holds the right to modify the amount of the surcharge at any time for any reason whatsoever.

Orionmed DOES NOT WARRANT refunds for activated digital practices. Orionmed reserves the right to modify or implement a new price structure at any time before billing for payments or for future payments due under terms of use.

As a healthcare provider with Orionmed, you understand and agree that Orionmed will bill you at the end of each month based on the amount of billable video stream minutes, Orionmed will bill 10% of the total amount billed at the 1 USD per minute rate. This surcharge exists to pay for maintenance and support for your Orionmed practice. The bills are generated automatically and sent via email or via the social network located at <http://md.orionmed.co>, the member will have 10 business days to make the payment. In case of non-payment, Orionmed reserves the right to suspend, or terminate their service without notification.

Orioncam quantifies all video streams made in minute increments.

Each healthcare provider member establishes their price / per-minute fees and bills their patients accordingly. Orioncam generates a bill on a universal \$1.00 USD per minute rate independent of what the physician may charge for his or her service. EXAMPLE (A physician charges 75 dollars for their video consultation. The consultation lasted 45 minutes. At \$1.00USD per video minute this results in a 45 dollar billable video stream where the 10% surcharge will be billed for at the end of the billing period. \$4.50 would be the total due for the billable video stream within the billing period.

## **Fees and Purchase Terms Patient Members**

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Orionmed with your credit card number or PayPal account and associated payment information, you agree that Orionmed is authorized to immediately invoice your account for all fees and charges due and payable to Orionmed hereunder and that no additional notice or consent is required. If your health plan, employer or agency has arranged with Orionmed to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with Orionmed, that fee adjustment will be reflected in the fee that you are ultimately charged. Please check with your employer, health plan or agency to determine if any Services will be reimbursed. 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.

Orionmed offers no guarantee that you shall receive any such reimbursement. Orionmed reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use. You understand and agree that for Services provided on an appointment basis, you will be responsible for a missed appointment fee equal to the fees you and your insurer or other payor would have paid for the scheduled services if you do not cancel a scheduled appointment at least 24 hours in advance. You agree to pay all fees and charges to your Account Agreement with the rights, charges and billing conditions enforced By PayuLatam. By providing PayuLatam with your Credit card number or savings account information and associated payment through the PayuLatam payment system, the User accepts and understands that Payulatam is the managing entity of all monetary transactions between patient member and professional member provider. Each transaction is linked to an independent healthcare provider with an account within the PayuLatam payments network. The fees for services rendered and received are charged directly between provider member and patient member.

At no time will Orionmed be responsible for inconveniences or payments made between patient members and provider members. It is recommended each professional member know well the regulations and policies of use of the payment system Payulatam. [www.payu.com](http://www.payu.com)

## **Website Links**

WE WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, NOR FOR YOUR USE OF SUCH INFORMATION, SOFTWARE OR LINKS, NOR FOR THE ACTS OR OMISSIONS OF ANY SUCH WEBSITES OR THEIR RESPECTIVE OPERATORS.

## **Ownership**

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Site for your personal use only. You must not reproduce, distribute, modify, create derivative

works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site except as generally and ordinarily permitted through the Site according to these Terms of Use. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

### **Trademarks**

Certain of the names, logos, and other materials displayed on the Site or in the Services may constitute trademarks, trade names, service marks or logos (“Marks”) of Orionmed or other entities. You are not authorized to use any such Marks without the express written permission of Orionmed. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

### **Termination**

You may deactivate your Account and end your registration at any time, for any reason by sending an email to [sales@orionmed.info](mailto:sales@orionmed.info). Orionmed may suspend or terminate your use of the Site, your Account and/or registration for any reason at any time. Subject to applicable law, Orionmed reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, Orionmed will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Treating Providers are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

### **Right to modify**

We may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. Continued use of the Site and/or Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use, inclusive of such changes.

DISCLAIMER OF WARRANTIES. 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. ORIONMED 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.

You acknowledge and agree that Orionmed does not provide medical advice, diagnosis, or treatment, and is strictly a technology platform and infrastructure for connecting patients with independent third party Treating Providers, including physicians and other Treating Providers in the Orionmed network. You acknowledge and agree that the Treating Providers using the Site are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all medical services, advice, instructions, treatment decisions, and other professional health care services performed, and that all diagnoses, treatments, procedures, and

other professional health care services will be provided and performed exclusively by or under the supervision of Treating Providers, in their sole discretion, as they deem appropriate.

LIMITATION OF LIABILITY. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ORIONMED OR ITS 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, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its 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 Orionmed, its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal and accounting fees (“Claims”), resulting from, or alleged to result from, your violation of these terms and conditions. In addition, you agree to indemnify, defend and hold harmless your Treating Provider(s) from and against any third party Claims resulting from your lack of adherence with the advice or recommendation(s) of such Treating Provider.

### **Geographical Restrictions**

Orionmed makes no representation that all products, services and/or material described on the Site, or the Services available through the Site, are appropriate or available for use in locations outside the United States or all territories within the United States.

### **Miscellaneous**

These Terms of Use and your use of the Site 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 Atlanta, Georgia 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, without the posting of bond or other security. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in Atlanta, Georgia, for any action related to these Terms of Use. You understand that by checking the “agree” box for these Terms of Use and/or any other forms presented to you on the Site you are agreeing to these Terms of Use and that such action constitutes a legal signature. You agree that we may send to you any privacy or other notices, disclosures, or communications regarding the Services (collectively, “Communications”) through electronic means including but not limited to: (1) by e-mail, using the address that you provided to us during registration, or (2) by posting the Communications on the Site. The delivery of any Communications from us is effective when sent by us, regardless of

whether you read the Communication when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Communications by email by canceling or discontinuing your use of the Service. No waiver by the Company 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 the Company 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. Orionmed devotes considerable effort to optimizing signal strength and diagnosis deficiencies but is not responsible for the internet or data bandwidth and signal of your mobile device, personal computer, tablet, or other device that can access Orionmed via internet. Please report any violations of these Terms of Use to [sales@orionmed.info](mailto:sales@orionmed.info)

**The Digital Millennium Copyright Act of 1998 (the “DMCA”)** provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on this Web site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, Orionmed has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to Orionmed SAS, - Lagos del Peñon Casa 155 Girardot, Colombia