

TELEMEDICINE TERMS AND CONDITIONS OF SERVICE

Last Updated April 28, 2020

These Telemedicine Terms and Conditions of Service (“Telemedicine Terms”) govern your use of this website, all related software products, and the services described in more detail below (“Telemedicine Services”).

Please do NOT use the Telemedicine Services for emergency or urgent medical matters. For all urgent or emergency matters that you believe may immediately affect your health, you must immediately call 911 or go to the nearest emergency room or urgent care facility.

Please read the entire Telemedicine Terms carefully before using the Telemedicine Services. By using the Telemedicine Services you agree to be bound by these Telemedicine Terms and any applicable [Privacy Policy](#). If you are accepting these Telemedicine Terms for another person as such person’s guardian, conservator, or custodian, and/or as parent of a minor child, you agree to these Telemedicine Terms, conditions, and notices contained or referenced herein on behalf of such person.

If you do not agree to these Telemedicine Terms, you should immediately cease all use of and access to the Telemedicine Services.

By using the Telemedicine Services, you expressly agree to the following:

I understand that my online consultation will be provided by Synergic Healthcare Solutions, LLC d/b/a TGH Urgent Care powered by Fast Track physicians (“Fast Track Telemedicine Physicians”), or, in the event Fast Track Telemedicine Physicians are not available to perform my online consultation, my online consultation will be provided by Teladoc Physicians, PA (“Teladoc Physicians”). I recognize that Fast Track Telemedicine Physicians and Teladoc Physicians are not agents or employees of Florida Health Sciences Center, Inc., d/b/a Tampa General Hospital (“TGH”), and are not under the control of TGH when rendering care or treatment. Fast Track Telemedicine Physicians and Teladoc Physicians are independent medical practitioners exercising independent medical judgments using infrastructure provided by TGH.

In addition, I understand that TGH will not observe or aid in the treatment or care I receive through Fast Track Telemedicine Physicians or Teladoc Physicians. TGH does not monitor Fast Track Telemedicine Physicians or Teladoc Physicians or play any role in the assignment of a Fast Track Telemedicine Physician or a Teladoc Physician to a particular patient.

I, the undersigned patient or a person who is authorized to give consent for the patient, has read the above notice and acknowledges that the Fast Track Telemedicine Physicians and Teladoc Physicians are not employed by TGH, are not authorized to act on behalf of TGH in rendering patient care and treatment, and that TGH is not liable for the medical care provided by Fast Track Telemedicine Physicians or Teladoc Physicians.

I hereby completely and irrevocably release TGH, its affiliated entities, and their respective administrators, officers, employees and directors (collectively, the “TGH Released Parties”) from liability for any and all errors and omissions, including negligent acts, known or unknown, foreseen or unforeseen, as well as all claims, actions, or damages arising from or in connection with my online consultation with a Fast Track Telemedicine Physician or a Teladoc Physician. Furthermore, I agree that the TGH Released

Parties have no liability or responsibility for any errors that may occur in the electronic transmission of medical information between a patient and Synergic Health Care Solutions, LLC or Teladoc Physicians PA.

As a condition to receiving this online consultation service, I have read and acknowledge the above limitations of liability. By accepting and agreeing to these Telemedicine Terms, I acknowledge and agree to assume the risks of the limitations set forth herein.

1. Telemedicine Services and Permission

The “Telemedicine Services” include the delivery of healthcare services using technology when the healthcare provider and patient are not in the same physical location, and/or the virtual delivery of healthcare services, including by a medical provider or via digital or automated tools, including without limitation tools for medical or health-related diagnosis and treatment.

The Telemedicine Services may be used for diagnosis, treatment, care, follow-up and/or patient education, and may include, without limitation, the following: electronic transmission of patient medical records, medical images, and/or other patient data or information; synchronous and asynchronous interactions via audio, video, text, and/or data or other electronic communications; automated, electronic or digital tools or services for diagnosis, care, treatment and/or communication pertaining to healthcare or medical matters; and output, transmission or exchange of data from medical devices, sound and video files.

You understand that it may be possible that your condition cannot be treated via the Telemedicine Services, or that information transmitted through the Telemedicine Services may not be sufficient or of too poor of image quality, or insufficient information or data to allow for appropriate medical decision making. Accordingly, you may be required to seek additional in-person medical care, alternative healthcare or emergency services.

If your health or medical problem or condition persists after use of Telemedicine Services, you agree to immediately contact your Telemedicine Services provider and seek appropriate additional in-person medical care or emergency care, as appropriate.

You understand that virtual encounters via phone, email, video, or otherwise, could involve, and you hereby consent to the use of, automated tools for diagnosis, care, treatment or communication pertaining to healthcare matters. You also acknowledge that such virtual encounters may involve care by a variety of medical providers and other support or medical personnel.

You give permission to record and process your personal details and medical data. You may withdraw these permissions at any time by no longer seeking the Telemedicine Services.

2. Updates to the Telemedicine Terms

We may modify these Telemedicine Terms from time to time. We will notify you of material changes by posting the amended terms here. If we have your email on file, we will also notify you of material changes to the Telemedicine Terms by email. Please make sure we have your current email address so that you will receive notice of any material changes. If you do not agree with the proposed changes, you should discontinue your use of the Telemedicine Services before the effective date of the

change. If you continue using the Telemedicine Services after the effective date, you will be bound by the updated Telemedicine Terms.

3. Your Financial Responsibility; Assignment of Benefits

You agree to pay for all applicable charges at the prices then in effect for the Telemedicine Services provided to you or another person on whose behalf you are accepting these Telemedicine Terms and/or payment responsibility (such as your children or other family members).

You will be charged for the Telemedicine Services. You authorize us to charge your chosen payment method (your "Payment Method") for the Telemedicine Services provided.

If your Payment Method is invalid at the time payment is due, you agree to pay all amounts due upon demand. The third party services provider who manages your Payment Method may impose terms and conditions on you, which are independent of these Telemedicine Terms, and you agree to comply with all of those terms. We may accumulate charges that you've incurred for the Telemedicine Services and submit them as one or more aggregate charges during or at the end of each billing cycle. We reserve the right to correct any billing errors or mistakes even if payment has already been requested or received.

If you provide information about your health insurance or health plan, that will be deemed your authorization for us to submit claims for covered Telemedicine Services to your health insurer or health plan. You hereby assign or otherwise authorize payment of medical benefits to us for the Telemedicine Services provided.

You authorize the release of any medical or other information necessary to process any claims for the Telemedicine Services provided. You further understand and accept your financial responsibility for any portion of the bill not covered by your health insurer or health plan. **SUBMISSION OF CHARGES DOES NOT WAIVE OUR RIGHT TO SEEK PAYMENT DIRECTLY FROM YOU.**

4. Permission to Treat

You give permission to the Fast Track Telemedicine Physician(s) or Teladoc Physicians, as applicable, to medically care for you. You may withdraw this consent at any time by no longer seeking Telemedicine Services.

5. License to the Telemedicine Services

Subject to these Telemedicine Terms, we grant you a personal, nontransferable, nonexclusive, revocable, limited license to access and use the Telemedicine Services for your personal, non-commercial medical needs. All other rights are expressly reserved.

You acknowledge that the Telemedicine Services and various elements contained therein are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You agree to comply with all intellectual property laws and you shall not encumber any interest in, or assert any rights to, the Telemedicine Services.

In the event you choose to provide us with any feedback, suggestions, or similar communications, all such messages (collectively, "Feedback") will be considered non-personal, non-confidential, and nonproprietary. You hereby grant us a perpetual, sub-licensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your Feedback, in whole or in part, and including all intellectual property rights therein.

We may terminate this license at any time for any reason. If you breach any of these Telemedicine Terms your license to the Telemedicine Services terminates immediately. Upon termination, you must stop using the Telemedicine Services, including all websites and related software products.

6. Use of Telemedicine Services

By accessing the Telemedicine Services, you agree:

- not to use the Telemedicine Services in any way not explicitly permitted by these Telemedicine Terms or the text located in Telemedicine Services;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- not to copy, modify or create derivative works involving the Telemedicine Services;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- not to misrepresent your identity or provide us with any false information in any information-collection portion of the Telemedicine Services, such as a registration or application page;
- not to take any action intended to interfere with the operation of the Telemedicine Services;
- not to access or attempt to access any portion of the Telemedicine Services to which you have not been explicitly granted access;
- not to share any password assigned to or created by you with any third-parties or use any password granted to or created by a third party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- violate any applicable laws or regulations; and
- to comply with all applicable laws and regulations while using the Telemedicine Services or any related websites or software products.

You represent and warrant that you are at least 18 years of age.

7. Termination

We may terminate your use of the Telemedicine Services at any time in our reasonable discretion, for causes including but not limited to illegal conduct such as falsifying information to obtain controlled substances, abusive and threatening behavior, and continued refusal to pay for our services.

We may terminate your use of the Telemedicine Services by sending notice to you at the mail or email address you provided to us or by otherwise contacting you. If we terminate your use of the Telemedicine Services, we will use reasonable effort to notify your insurer, if any.

8. Consent to Electronic Communications

You agree that we may send the following to you by email or by posting them on our website and any related software products: legal disclosures; these Telemedicine Terms, the Joint Notice of Privacy Practice And Notice of Organized Health Care Arrangement (<https://www.tgh.org/sites/default/files/joint-notice-privacy-practices.pdf>); changes to any of the above; and other notices, policies, communications or disclosures and information related to the Telemedicine Services. You agree that we may contact you via secure messaging, email, phone, text, or mail regarding the Telemedicine Services. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy.

If you later decide that you do not want to receive certain future communications electronically, please send an email to marketing@tgh.org. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from us, except that you may not be able to opt out of certain of these text or other electronic communications relating to your care or visit.

Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

We will need to send you certain communications electronically regarding the Telemedicine Services. You will not be able to opt out of those communications – e.g., communications regarding updates to these Telemedicine Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Telemedicine Terms provided to and accepted by you.

9. Disclaimers

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF OR INABILITY TO USE THE TELEMEDICINE SERVICES.

The Telemedicine Services are intended for use only within the United States and its territories. We make no representation that the Telemedicine Services are appropriate, or are available for use outside the U.S. Those who choose to access and use our Telemedicine Services from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

10. Limitation of Liability

THE TELEMEDICINE SERVICES ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE TELEMEDICINE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES AT ANY TIME.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED IN THE TELEMEDICINE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE TELEMEDICINE SERVICES OR FROM THE USE OF OR INABILITY TO USE THE TELEMEDICINE SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

YOU AGREE THAT YOU USE THE TELEMEDICINE SERVICES AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THE TELEMEDICINE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE TELEMEDICINE SERVICES.

11. General Provisions

These Telemedicine Terms make up the entire agreement relating to your use of the Telemedicine Services, and supersede all prior agreements relating to the subject matter hereof.

We may change, suspend, or discontinue any of the Telemedicine Services at any time. We will try to give you prior notice of any material changes to the Telemedicine Services. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Telemedicine Services.

We may change, suspend, or discontinue any of our partnerships, including health system partnerships, at any time. We will provide you with notices of such changes as applicable.

You may not transfer any of your rights or obligations under these Telemedicine Terms to anyone else without our consent. We may assign our rights in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Even after termination, these Telemedicine Terms will remain in effect such that all terms that by their nature may survive termination will survive such termination.

The laws of the State of Florida govern these Telemedicine Terms and any cause of action arising under or relating to your use of the Telemedicine Services, without reference to its choice-of-law principles.

You agree that the only proper jurisdiction and venue for any dispute in any way relating to your use of the Telemedicine Services is in the state and federal courts in Hillsborough County, Florida. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute.

If any provision of these Telemedicine Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Telemedicine Terms shall remain in full force or effect.

No waiver of any of these Telemedicine Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

You agree to defend and indemnify us and our subsidiaries, affiliates, officers, directors, employees, and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of these Telemedicine Terms or your use or misuse of the Telemedicine Services.

If you have any questions about these Telemedicine Terms, please contact marketing@tgh.org.