



IF THIS IS A MEDICAL EMERGENCY OR CRISIS SITUATION, DIAL 9-1-1

IMMEDIATELY

Hoag Medical Group

Terms of Use

Carefully read these terms and conditions of use (“Terms of Use”) as they govern your access to and use of Hoag Medical Group’s [(“Hoag”, “we,” “us,” and “our”)] Platform. Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the following:

- <https://www.hoagmedicalgroup.org/> (our “**Website**”);
- Hoag mobile app(s) that contain or reference these Terms of Use (our “**App(s)**”);
- Connected medical devices and health monitoring devices that interact with our Website or App(s) (“**Devices**”);
- Any products (“**Products**”) available for purchase through our Website and/or our App; and
- The healthcare and other services (“**Services**”) made available through our Website, App, and/or Devices.

The platform and technology related non-medical services, our Website, App, Devices and Services are collectively referred to as our “**Platform.**”

The professional medical services provided by Hoag through the use of our Platform, provided by physicians and licensed healthcare providers (the “**Providers**”) are collectively referred to in this Terms of Use as the “**Services.**” **By clicking “Accept,” you acknowledge that you have read in its entirety, understand, and fully accept all terms and conditions contained in these Terms of Use and our Privacy Policy, and the Notice of Privacy Practices. If you do not agree to be bound by these Terms of Use and our Privacy Policy, you are not authorized to access or use our Platform and/or the Services; PROMPTLY EXIT THIS WEBSITE.**

1. NOT FOR EMERGENCIES

Our Platform and the Services are not for medical emergencies or urgent situations. You should not disregard or delay to seek medical advice based on anything that appears or does not appear on our Platform. **If you believe you are experiencing an emergency, call 9-1-1 immediately.**

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment.



2. RISK OF TELEHEALTH SERVICES

By using the Services, you acknowledge the potential risks associated with telehealth services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Provider; delays in evaluation or treatment could occur due to failures of electronic equipment; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

3. PRIVACY PRACTICES

You agree that information provided by you in connection with the Platform and the Services shall be governed by the Privacy Policy, which is hereby incorporated and made part of these Terms of Use. You may also receive a Notice of Privacy Practices governing the collection, use and sharing of your medical information. In the event of any conflicts, differences or discrepancies between (1) an Notice of Privacy Practices and (2) either these Terms of Use or our Platform Privacy Policy, the Notice of Privacy Practices will apply and govern.

4. PRESCRIPTION POLICY

Certain products available through the Platform require a valid prescription by a licensed healthcare provider. You will not be able to obtain a prescription product unless you have completed a consultation with one of the Providers through the Platform, the Provider has determined the prescription product is appropriate for you, and the Provider has written a prescription.

If a Provider determines a prescription product is appropriate for you and writes a prescription, you may fill the prescription at any pharmacy of your choice as prompted during your use of the Services.

You agree that any prescriptions that you acquire from a Provider will be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription. We fully honor patient freedom of choice and, if you receive a prescription for a medication, you always have the option to instruct your Provider to transmit that prescription to the pharmacy of your choice.

5. NOT AN INSURANCE PRODUCT

We are not an insurer, nor do we offer an insurance plan or product. The amounts you pay to us for any Services obtained through the Platform are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

6. OWNERSHIP OF THE PLATFORM

The Platform contains confidential and proprietary information, materials, data, databases, contents, processes, methodologies, know-how, software, text, displays, images, video, audio, trademarks, logos, service marks, features and functionality, and the design, selection and arrangement thereof, are owned by Hoag, its licensors or other providers of such material and are protected by United States and



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You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content, or other proprietary information (including, without limitation, images, text, page layout, or form) of Hoag without our express written consent.

You must not access or use any part of the Platform or any services or materials available through the Platform for outsourcing for others or as part of a service bureau business so otherwise for the benefit of unaffiliated third parties who pay directly for its benefit or for other similar commercial purposes, or otherwise exploited for any commercial purpose without express written consent of Hoag. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Hoag. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

7. AVAILABILITY OF SERVICES

Hoag operates subject to state and federal regulations, and the Platform may not be available in your state. You represent that you are not a person barred from enrolling for or receiving the Platform under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Platform is limited exclusively to users located in states within the United States where the Platform is available. Services are not available to users located outside the United States. Accessing the Platform from jurisdictions where content is illegal, or where we do not offer the Platform, is prohibited.



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8. ACCESS TO PLATFORM, SECURITY, AND RESTRICTIONS; PASSWORDS

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user

or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Platform or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Platform, deep-link to any feature or content on the Platform, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.

Violations of system or network security may result in civil or criminal liability.

Hoag will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any activity being conducted on the Platform.

In the event access to the Platform or a portion thereof is limited requiring a user ID and password ("**Protected Areas**"), you agree to access Protected Areas using only your user ID and password as provided to you by us. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Platform may be revoked by Hoag at any time with or without cause. You agree to defend, indemnify, and hold Hoag harmless from and against all third party claims, damages, and expenses (including reasonable attorneys' fees) against or incurred by arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Platform, or access by anyone accessing the Platform using your user ID and password.

9. NO USERS UNDER 18 YEARS OLD

In order to access the Platform and the Services, you represent and warrant that you are 18 years old or older. If you are under the age of 18, please do not attempt to register with us on the Platform or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please Contact Us.

10. YOUR ACCOUNT

You agree to: (a) provide true, accurate, current, and complete information when registering to use the Platform and establishing your account ("**Registration Information**") and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to



suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account. You are entirely responsible for maintaining the confidentiality of any passwords and any usage and activities that occur in connection with your account. You agree not to allow others to access your

account or utilize your password. Doing so will compromise the security of your account.

11. ACCURACY AND INTEGRITY OF INFORMATION

Although we attempt to ensure the integrity and accuracy of the Platform, we makes no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Platform and Content thereon. It is possible that the Platform could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Platform by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected. We reserve the right to unilaterally correct any inaccuracies on the Platform without notice. Information contained on the Platform may be changed or updated without notice. Additionally, Hoag shall have no responsibility or liability for information or Content posted to the Platform from any unaffiliated third party.

12. TYPOGRAPHICAL ERRORS AND INCORRECT PRICING

In the event a Product or Service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers or business partners, we shall have the right to refuse or cancel any orders placed for a Product or Service listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

13. PAYING FOR OUR SERVICES

You may be able to pay for some or all of our Services on the Platform. If you elect to pay online for a Service from Hoag, then the total price you pay includes the amount charged by Hoag for the Service and any additional costs.

We accept credit and debit cards issued by U.S. banks. If a credit card account is being used for a transaction, we may obtain preapproval for an amount up to the amount of the payment. If you enroll to make recurring payments automatically, all charges and fees will be billed to the credit card you designate during the setup process. If you want to designate a different credit card or if there is a change in your credit card, you must change your information online. This may temporarily delay your ability to make online payments while we verify your new payment information.

You represent and warrant that if you are making online payments that (a) any credit card, debit card and bank account information you supply is true, correct, and complete, (b) charges incurred by you will be honored by your credit/debit card company or bank, (c) you will pay the charges incurred by you in the amounts



posted, including, without limitation, any applicable taxes, and (d) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information. If we are unable to secure funds from the payment method you provide for any reason, including insufficient funds in the payment method or insufficient or inaccurate information provided by you when submitting electronic payment, we

may undertake further collection action, including application of fees to the extent permitted by law. You acknowledge and agree that you will not dispute the charges from Hoag, Providers, or any third party payment processor with the payment method company, provided the transactions correspond to the terms indicated in these Terms of Use.

Some of our payment options enable payment in whole or in part by your applicable health insurance or health insurance plan. Please review our pricing and payment options on our Site for more detailed and up-to-date information. Please keep in mind that you will be responsible for all charges incurred under or in connection with your Account for purchases, subject to payment or reimbursement options available through your health insurance provider. In the event that your health insurance provider denies the charge or does not pay in full, you will be responsible for the unpaid amount.

14. LINKS TO OTHER SITES

We makes no representations whatsoever about any other website that you may access through the Platform. When you access a non-Hoag website, please understand that it is independent from us, and that we have no control over the content on that website. In addition, a link to a non-Hoag website does not mean that we endorse or accept any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party websites linked to the Platform, you do this entirely at your own risk.

15. CONSENT TO RECEIVE CALLS, TEXT MESSAGES, AND AUDIO AND/OR VIDEO RECORDING

By providing your mobile number, you are agreeing to be contacted by or on behalf of Hoag at the mobile number you have provided, including calls and text messages, to receive informational, product or service related (e.g., progress tracking, reminders, etc.) messages and communications relating to the Platform. Message and data rates may apply. **To stop receiving text messages text a reply to us with the word STOP.** We may confirm your opt out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message or respond to your STOP message by texting you a request to identify services you wish to stop. Please note, that by withdrawing your consent, some of the functions provided by the Platform may no longer be available to you. Keep in mind that if you stop receiving text messages from us you



may not receive important and helpful information and reminders about your services.

Hoag or your Provider may record (audio and video) all or part of your interaction with us or them ("**Recordings**"). Such Recordings are used for quality assurance and training purposes, to better deliver to you the products and services, and to help us improve the Platform. We will keep such Recordings confidential, and we will not publicly display such recordings unless legally required to do so, such as if subject to a court order. By accessing and using our Platform, you agree and consent to such Recordings for the purposes and uses set forth in these Terms of Use and as otherwise set forth in the Privacy Policy.

16. ELECTRONIC COMMUNICATIONS

When you use the Platform, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Hoag and your Provider may contact you by telephone, mail, or e-mail to verify your information. Hoag and your Provider may request further information from you and you agree to provide such further information to ensure that you have not fraudulently used the Platform. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of our Platform until you provide the information to us as requested.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold Hoag and any affiliates harmless from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Platform, Products, Services, or any information posted on the Platform; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to Hoag, your Provider, or a customer service agent; or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Platform, Products, Services, or any information on the Platform, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

18. DISCLAIMER OF WARRANTIES

HOAG DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. THE PLATFORM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE RELATED TO THE PLATFORM, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT



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19. LIMITATION OF LIABILITY REGARDING USE OF PLATFORM AND SERVICES

HOAG AND ANY THIRD PARTIES MENTIONED ON THESE PLATFORM ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PLATFORM, PLATFORM-RELATED SERVICES, SERVICE, CONTENT, OR INFORMATION CONTAINED WITHIN THE PLATFORM, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, PLATFORM-RELATED SERVICES, SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE PLATFORM AND/OR THOSE SERVICES.

20. REVISIONS; GENERAL

Hoag reserves the right, in its sole discretion, to terminate your access to all or part of the Platform, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Hoag and you pertaining to the subject matter hereof. In its sole discretion, Hoag may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Your continued use of the Platform after revisions to these Terms of Use shall constitute your agreement to the revised Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within the Platform.



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21. CONTACT US

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