

# Website & App Terms

## 1. MYNURSETRIAGE WEBSITE AND SERVICES TERMS OF USE

THESE MYNURSETRIAGE WEBSITE SERVICES TERMS OF USE (THE “TERMS OF USE”) SHALL APPLY TO YOUR USE OF THE MYNURSETRIAGE WEBSITE ([WWW.MYNURSETRIAGE.COM](http://WWW.MYNURSETRIAGE.COM)); THE “WEBSITE”) AND THE TRIAGE SERVICES PROVIDED BY MYNURSETRIAGE, LLC (“WE”, “US” OR “OUR”). YOU WILL BE REFERRED TO AS “YOU” OR “YOUR”. THE TRIAGE SERVICES SHALL BE REFERRED TO AS THE “SERVICES”.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THE WEBSITE OR THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT USE THE WEBSITE OR THE SERVICES.

### THE WEBSITE

The Website, including but not limited to all text, graphics, logos, icons, images, data, graphs, audio, videos, computer programs and other material and information contained on, or utilized in the provision of, the Website is our property or our suppliers and is protected by copyrights, trademarks, trade secrets, patents or other proprietary rights. We hereby grant you a limited, nonexclusive, non-transferable, personal license to use the Website for personal or, informational purposes only. Except as expressly authorized by us in writing, you may not use, copy, distribute, modify or create derivative works from, disclose, display, transmit, or post or any portion of the Website for any purpose or “frame” or “mirror” the Website on any other server or wireless or Internet-based device. All rights not expressly granted herein are reserved to us and/or our licensors.

### REGISTRATION DATA

To use certain features of the Website, sign-up for the Services or participate in certain activities sponsored by us, we might ask you to register as a user, customer or participant. If so requested, each such Website user, customer or participant must: (1) personally provide true, accurate, current and complete information on the Website’s registration form (collectively, the “Registration Data”) and (2) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete. If, after investigation, we have reasonable grounds to suspect that any user’s information is untrue, inaccurate, not current or incomplete, we may suspend or terminate any and all current or future use of the Website or Services by that user.

### CONTENT SUBMISSIONS

All information, data, text, software, music, sound, photographs, graphics, video, messages, or any other materials whatsoever, whether posted or transmitted to the Website, or us shall be collectively referred to as the "Content." The submitting user retains ownership of Content. Notwithstanding the user's ownership, the submitting user grants us the royalty-free, world-wide perpetual, non-exclusive, transferable license to us to use, reproduce, publish, distribute and display such Content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. We have not, and will not, review, monitor or edit the Content for accuracy, timeliness, integrity or completeness. We shall have the right (but not the obligation) in its sole discretion to refuse or delete any Content that we consider to violate the Terms or be otherwise illegal. We, in our sole and absolute discretion, may preserve Content and may also disclose Content if required to do so by law, judicial or governmental mandate or, to protect the rights, property, or personal safety of Website users and the public.

### **RULES FOR CONTENT SUBMISSION**

We ask you to follow these rules when submitting Content: (1) you shall not upload to, distribute through or otherwise publish through the Website any Content that is libelous, defamatory, obscene, pornographic, invasive of privacy or publicity rights, abusive, that would constitute or encourage a criminal offense or that would otherwise give rise to liability or violate any law; (2) you shall not use the Website to post Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or that could be harmful to minors or that harasses or advocates harassment of another person; (3) you will use this Website only in a manner consistent with all laws and regulations and in accordance with the Terms; (4) you will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false IP addresses or headers, or otherwise conceal your identity from us; (5) you will only submit Content for which you have the copyright or other specific permission to distribute; and (6) you will not violate, plagiarize, or infringe on the rights of third parties including copyright, trademark, trade secret, privacy, publicity or proprietary rights. We shall not be liable in any way for any Content.

### **LINKS**

The Website may provide links to other websites. We exercise no control whatsoever over such other websites. We are not responsible or liable for the availability, content, advertising, products or other materials on such websites. Your access and use of such linked websites, including information, material, products and services therein, is solely at your own risk.

### **THE SERVICES DO NOT PROVIDE MEDICAL ADVICE**

The Materials, information or advice provided on or through the WEBSITE OR use of SERVICES IS provided for informational purposes only. Such Materials, information or advice are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. You should never disregard professional medical advice or delay in seeking advice because of something you have learned while using the SERVICES. We do not recommend or endorse any specific tests, products, procedures, opinions, or other information that may be mentioned ON THE WEBSITE OR

while using the SERVICES. RELIANCE ON ANY INFORMATION PROVIDED BY OUR EMPLOYEES, OTHERS OR US ON THE WEBSITE OR AS PART OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

The WEBSITE AND SERVICES ARE provided to educate consumers on health care and medical issues. The WEBSITE AND SERVICES do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment.

**IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTH CARE PROFESSIONAL IMMEDIATELY. IF YOU ARE IN THE UNITED STATES AND ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911.** Use of THE WEBSITE OR SERVICES neither constitutes a patient visit with any health care provider nor obligates us in treatment for any condition in any way.

You must be a resident of the United States and at least eighteen (18) years old to use the SERVICES. USE OF THE SERVICES IS LIMITED TO INDIVIDUALS; THE SERVICES MAY NOT BE USED BY COMPANIES OR OTHER ORGANIZATIONS, INCLUDING HEALTH CARE PROVIDERS.

#### **Payment for Use of SERVICES**

To use the Services you will be asked to pay us per use, annual or other fees (collectively the "Fees"). You will pay us the Fees, and any applicable sales or use taxes, by credit card, debit card or PayPal. You may be required to provide us with a card expiration date, security code, expiration code or other information necessary for you to pay the Fees (collectively the "Payment Information"). By providing us the Payment Information, you agree we may use such Payment Information to credit, debit or access, as applicable, your credit card, debit card or PayPal account to pay the Fees.

#### **Update to Terms of Use**

We reserve the right to change or modify any provisions of these Terms of Use at any time in our sole discretion. Any such changes or modifications will be effective immediately upon posting of revisions on our website. Your continued use of the Website or the Services following the posting of such changes or modifications constitutes your acceptance thereof. Therefore, you should frequently review these Terms of Use and all applicable policies or guidelines on this Website or Services, to understand the terms and conditions applicable to your use of the this Website or Services. If you do not agree to any changes or modifications to these Terms of Use or to any applicable policies or guidelines on the Services, Your sole recourse is to stop using this Website or the Services.

#### **Privacy Policy**

Please refer to our [privacy](#) policy (“Website Privacy Policy”) for information on how we collect, use and disclose personal information from visitors to this Website ([www.mynursetriage.com/websiteprivacy](http://www.mynursetriage.com/websiteprivacy)). Your use of this Website signifies your acknowledgment of, and agreement to, the Website Privacy Policy. Please refer to our Notice of [Privacy Practices](#) (“Services Privacy Policy”) for information on how we collect, use and disclose personal information related to your use of the Services ([www.mynursetriage.com/servicesprivacy](http://www.mynursetriage.com/servicesprivacy)). Your use of this WEBSITE or the SERVICES signifies your acknowledgment of, and agreement to, the Services Privacy Policy. IN ADDITION TO THE INFORMATION YOU SUBMIT WHILE REGISTERING TO USE OR USING THE SERVICES, ANY CALLS YOU MIGHT MAKE TO US AS PART OF YOUR USE OF THE SERVICES MAY BE RECORDED AND STORED BY US FOR FUTUER REFERENCE AND USE.

#### **DISCLAIMER OF WARRANTIES**

THE WEBSITE, THE MATERIALS, AND THE CONTENT AND OTHER INFORMATION AVAILABLE THROUGH YOUR USE OF THIS WEBSITE OR THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” OR “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE EXPRESSLY DISCLAIM, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE MATERIALS, OR THE CONTENT AND OTHER INFORMATION AVAILABLE THROUGH THIS WEBSITE OR USE OF THE SERVICES, IS ACCURATE, COMPLETE, RELIABLE, CURRENT, FREE OF DEFECT OR ERROR-FREE. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE AVAILABILITY, RELIABILITY OR SECURITY OF THIS WEBSITE OR THE SERVICES AND WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR ANY MODIFICATION, SUSPENSION, UNAVAILABILITY, OR DISCONTINUANCE OF THIS WEBSITE OR THE SERVICES, THE MATERIALS OR THE CONTENT AND OTHER INFORMATION AVAILABLE ON THIS WEBSITE OR THROUGH USE OF THE SERVICES.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL WE, OUR LICENSORS, OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE THIS WEBSITE OR THE SERVICES, THESE MATERIALS, THE CONTENT OR OTHER INFORMATION ACCESSED THROUGH THIS WEBSITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. OUR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT DAMAGES. IN NO EVENT WILL OUR LIABILITY UNDER THESE TERMS OF USE EXCEED THE AMOUNTS RECEIVED BY US FROM YOU FOR ACCESS TO OR USE OF THIS WEBSITE OR THE SERVICES. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

#### **Disclaimer of Tort Liability**

The foregoing warranties and remedies are EXCLUSIVE and you waive and release all other warranties, obligations, and liabilities of us and all other remedies, claims, and rights that you may have relating in any way to the Services, whether arising from contract, warranty, strict liability or tort or from our negligence, tort or other fault.

### **Indemnification**

You agree to indemnify and hold us, our licensors, and their respective independent contractors, service providers, consultants, directors, officers, employees and agents (collectively, the "Indemnified Parties") harmless from and against any actual or threatened suit, demand or claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to: (a) your use of the Services; (ii) your conduct; (c) your failure to perform your obligations under these Terms of Use (including, but not limited to, Your violation of these Terms of Use); and/or (d) Your violation of the rights of any third party.

### **Termination**

We may terminate your use of this Website or the Services for: (1) breach of these Terms of Use; (2) your abuse of Services resources or attempt to gain unauthorized entry to the Services; or (3) as required by law, regulation, court or governing agency order. Our termination of your access to this Website or the Services may be effected without notice and, on such termination, we may immediately bar any further access to this Website or the Services. We shall not be liable to you or any third party for any termination of your access to this Website or the Services. In the event of termination, we reserve the right to delete or save Content at our sole discretion.

### **TRADEMARK INFORMATION**

"MYNURSETRIAGE" is our trademark. All other marks, names, and logos mentioned on the Website are our property or the property of their respective owners. Your use of our trademarks and other marks, names and logos set forth on the Website without prior written consent is strictly prohibited.

### **COPYRIGHTS**

We respect the intellectual property rights of others, and require that the people who use the Website do the same. It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible on this Website in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing: (1) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (2) identification of the copyrighted work that you claim has been infringed; (3) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material, including the full URL; (4) your name, address, telephone number, and

email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 is:

**John Roberts**

**New Counsel, PLC**

**233 Park Avenue, Suite 203**

**Minneapolis, Minnesota 55415  
612-659-8443**

**[jroberts@newcounsel.com](mailto:jroberts@newcounsel.com)**

#### **Contact Us**

If you have any questions about this Website or the Services please send an email to [info@mynursetriage.com](mailto:info@mynursetriage.com).

#### **GENERAL INFORMATION**

The Terms of Use constitute the entire agreement between you and us and govern your use of the Website and the Services, superseding any prior agreements. The Terms of Use shall be governed by the laws of the State of Florida without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within Duval County, Florida. This Website is controlled and operated by us from our offices within the State of Florida, United States of America. We make no representation that materials on the Website are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between you and us.

## **E-sign Disclosure/Consent**

## 2. E-SIGN DISCLOSURE AND CONSENT

This Electronic Disclosure and Consent (“Disclosure”) applies to any privacy or other notices, disclosures, reports, documents, communications, or other records provided to you by MyNurseTriage (collectively, “Notices”). Specifically, by agreeing to these Terms, you agree that (i) MNT may provide you with its “Notice of Privacy Practices”, “Consent to Use and Disclose Protected Health Information for Treatment, Payment and Healthcare Operations” and all other Notices in electronic form and (ii) may obtain from you your electronic signature, which will serve as your legal signature.

All Notices that MyNurseTriage (“MNT”) elects to provide to you in electronic form will be provided either (i) via e-mail to the address that you provide or (ii) by posting the Notice on the website. The delivery of any Notice is effective when sent, regardless of how it is delivered to you, whether you read the Notice when you receive it, or whether you actually receive the delivery. You must promptly notify us of any change in your email or other electronic address by sending us an email to [changes@mynursetriage.com](mailto:changes@mynursetriage.com).

If at any time you decide to withdraw your consent, you may do so by emailing at [changes@mynursetriage.com](mailto:changes@mynursetriage.com). Withdrawal of your consent will not be valid to the extent that MNT has already relied upon it and any withdrawal of your consent to receive Notices in electronic form will be effective only after we have a reasonable period of time to process your withdrawal. MNT will not impose any fee to process the withdrawal of your consent.

In order to access, view, and retain the Notices, you must have: (i) access to a personal computer, operating system, and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Notices in electronic form via a plain text-formatted e-mail or by access to the website using a current Internet browser application (e.g., Internet Explorer, Firefox, Safari), (ii) an e-mail account (and any necessary e-mail software), and (iii) a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader).

MNT will not send you a paper copy of a Notice, which is available electronically unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of a Notice by printing it or by requesting that we mail you a paper copy. To request a paper copy, email us at [changes@mynursetriage.com](mailto:changes@mynursetriage.com). MNT may charge you a reasonable service charge, of which we will have provided you prior notice, for the delivery of paper copies of any Notice provided electronically pursuant to this authorization. MNT reserves the right, but assumes no obligation, to require you to receive and sign a paper (instead of electronic) Notice.

All Notices delivered to you in either electronic or paper format will be considered “in writing.” You should print or download for your records a copy of this Disclosure and your Notices.

MNT reserves the right, in its sole discretion, to discontinue permitting electronic Notices, or to terminate or change the terms and conditions on which it delivers electronic Notices. MNT will provide you with notice of any such termination or change as required by law.

# Patient Consent/Use of Info

## 3. MYNURSETRIAGE

### **Patient Consent to Use and Disclose Health Information for Treatment, Payment and Operations**

By your electronic signature below, you are consenting to the Use and Disclosure of your health information (which includes information about your health or condition and the treatment provided to you) by MyNurseTriage (“MNT”) and its associated physicians, nurse practitioners, nurses, and other health care providers and agents for healthcare treatment, payment and operations purposes, consistent with MNT’s Notice of Privacy Practices. You also acknowledge that you have received a copy of MNT’s Notice of Privacy Practices.

This consent is valid for one year from the date you sign. If at any time you change your mind about permitting MNT to use or disclose your health information for healthcare treatment, payment and operations, you can withdraw your consent. Withdrawing your consent will not apply to any uses or disclosures of your health information already made by MNT. Further, if you do not permit MNT to use or disclose your health information for healthcare treatment, payment and operations, MNT may not be able to provide services to you. You have the right to request certain restrictions on the use or disclosure of your information for treatment, payment and operations purposes, as described in the Notice of Privacy Practices.

If you have questions about any of the above statements, please ask a MNT team member.