

## TERMS & CONDITIONS

Effective Date: June 1, 2021

These Terms and Conditions ("Terms and Conditions") form a legal agreement between eNightDoc ,Inc. and you, the individual ("you" and "your") concerning your access to and use of the various services offered through the Websites and the Platforms (as defined below). Use of any of the Websites or Platforms constitutes your acceptance of these Terms and Conditions and the Web and Mobile Privacy Policy.

eNightDoc, Inc. on its own behalf and on behalf of its affiliates and/or wholly owned subsidiaries including but not limited to eNightDoc ,Inc, and its subsidiaries and any future platforms, websites and mobile applications it develops and states that is related to the original concept. eNightDoc ,Inc makes certain telehealth related information available to you and/or facilitates your access to telemedicine and expert medical services through (i) various publicly available websites, ( currently enightdoc.com) and (ii) various web-based and mobile applications that require you to create an account in order to use the eNightDoc platform health "Platforms").

By using the Website(s) and/or the Platform(s), you expressly agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you should immediately cease all use of and access to all of the eNightDoc related website(s)and Platform(s). Please print a copy of these Terms and Conditions for your records.

### Modifications to these terms and conditions

eNightDoc ,Inc may in its sole discretion, without prior notice to you, revise these Terms and Conditions at any time. Should these Terms and Conditions change materially, eNightDoc ,Inc will update the Effective Date noted above and post a notice regarding the updated Terms and Conditions on the Websites. The amended Terms and Conditions will also appear when the Platforms are accessed by you and you will need to acknowledge your agreement to the amended Terms and Conditions prior to being able to continue to use the Platforms. If you do not agree to the terms of the amended Terms and Conditions, your sole and exclusive remedy is to discontinue your use of the Websites and Platforms and you will be deemed to have terminated these Terms and Conditions. Amended Terms and Conditions will be effective as of the Effective Date unless otherwise stated. By accessing or using the Websites and the Platforms after such changes are posted you agree and consent to all such changes.

### Access to the platforms

You may access and use the Platforms via remote access connectivity. eNightDoc,Inc grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the Platforms in accordance with these Terms and Conditions. In order to use the Platforms, you will be asked to register an account and create login information, including without limitation,

username and passwords. You must safeguard your login information that you use to access the Platforms and you must not disclose this information to anyone. You must immediately notify eNightDoc, Inc of any unauthorized use of your user account or of any other breach of security that you become aware of involving and relating to the Platforms by email to [info@eNightDoc.com](mailto:info@eNightDoc.com)

#### eNightDoc, Inc's role

eNightDoc, Inc is not an insurance provider nor are we a prescription fulfillment warehouse. eNightDoc, Inc's role is limited to making certain telehealth related information available to you and/or facilitate your access to telemedicine and expert medical services. eNightDoc, Inc is independent from healthcare providers who will be providing such telemedicine services to you through the Platform and is not responsible for such healthcare providers' acts, omissions or for any content of the communications made by them. eNightDoc, Inc does not engage in the practice of medicine or provide any other health services.

#### Your representations and warranties

By registering on the Platforms, you represent and warrant the following: (i) you are at least eighteen (18) years of age, (ii) you have the legal ability and authority to enter into these Terms and Conditions with eNightDoc, Inc, (iii) the information you have provided to eNightDoc, Inc in your registration is accurate and complete, (iv) you will comply with any and all laws applicable to your use of the Websites and Platforms, (v) you will not interfere with a third party's use and enjoyment of the Websites and Platforms, (vi) you will not interfere with or disrupt eNightDoc, Inc's or its vendors' security measures, (vii) if any information you provide to eNightDoc, Inc becomes inaccurate, incomplete or otherwise false or misleading, you will immediately notify eNightDoc, Inc, (viii) you acknowledge that access to the healthcare services provided through the Platforms are not "insured services" under any provincial health plans, (ix) you acknowledge that any fees paid by you or by any other persons on your behalf are not provided in exchange for any undertaking by eNightDoc, Inc or its representatives that such healthcare services will be made available to you, and (x) you are accessing the Websites and Platforms for yourself or a child under the age of eighteen for whom you are the legal guardian.

#### Termination

If you violate these Terms and Conditions, your ability to use the Websites and/or Platforms will be terminated. eNightDoc, Inc may, in its sole discretion, terminate your access to the Websites and/or Platforms, or any portion thereof, for any reason whatsoever without prior notice. These actions are in addition to any other right or remedy eNightDoc, Inc may have available at law. Further, eNightDoc, Inc shall not be liable to you or any third party for any such termination or discontinuance. You may terminate these Terms and Conditions by ceasing to access and use the Websites and Platforms. Upon any termination of these Terms and Conditions you must immediately cease use of the Websites and Platforms. To the extent permitted by applicable

law, the disclaimers, limitations on liability, termination and your warranties and indemnities shall survive any termination of these Terms and Conditions.

#### Prohibited uses

In using the Websites and Platforms, you agree not to:

Send or otherwise transmit to or through the Websites and Platforms

any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Websites and Platforms or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;

Misrepresent your identity or affiliation in any way;  
Restrict or inhibit any person from using the Websites and

Platforms, disclose personal information obtained from the Websites and Platforms or collect information about users of the Websites and Platforms;

Reverse engineer, disassemble or decompile any section or technology

on the Websites and Platforms, or attempt to do any of the foregoing;

Gain unauthorized access to the Websites and Platforms, to other

users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Websites and Platforms;

Launch or use any automated system, including without limitation,

"robots," "spiders," or "offline readers," that access the Websites and Platforms in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;

Send or otherwise transmit to or through the Websites and Platforms

chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;

Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;

Violate any applicable laws or regulations in any way;  
Alter or modify any part of the content or services offered on or through the Websites and Platforms;  
Allow any other person to use the Platforms with your registration or login information;  
Breach or otherwise circumvent eNightDoc, Inc s security or authentication measures; and  
Assist or permit any persons in engaging in any of the activities described above.  
Intellectual property rights and content

eNightDoc, Inc is the sole and exclusive owner of the Websites and Platforms, including any and all copyright, patent, trademark, trade secret and other ownership and intellectual property rights, in and to the Websites and Platforms and any related materials and documentation. No title or ownership of the Websites and Platforms or any portion thereof is transferred to you hereunder. eNightDoc, Inc reserves all rights not expressly granted hereunder. You agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Websites and/or Platforms.

You may provide input, comments or suggestions regarding the Websites and Platforms or eNightDoc, Inc Services ("Feedback"). You acknowledge and agree that eNightDoc, Inc may use any Feedback without any obligation to you and you hereby grant eNightDoc, Inc a worldwide, perpetual, irrevocable, royalty-free, transferable license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Feedback as eNightDoc, Inc may deem appropriate, without restriction, for any and all commercial and/or non-commercial purposes, in its sole discretion.

#### External links and Third Party Vendors

The Websites and Platforms may contain links to third-party websites. Linked sites are not under the control of eNightDoc, Inc , and eNightDoc, Inc is not responsible for the content of any linked site. Links are provided as a convenience only, and a link does not imply that eNightDoc, Inc endorses, sponsors, or is affiliated with the linked site. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites; these Terms do not apply to other websites. eNightDoc disclaims any and all liability for any information, including but without limitation, any medical and health treatment information set forth on linked sites.

EnightDoc Inc has the right to contract with third party vendors. By agreeing to our terms and agreement, you give us the consent to share with third party vendors information pertaining to your health information as needed to provide a seamless service. Enightdoc will not sell or distribute for purposes of marketing any PHI related information to any third party vendors. eNightdoc is not liable for any actions, breaches, or activities conducted by any third party vendors.

Eprescribing, Transcription and other value added services

eNightDoc has enlisted third party vendors for services such as e-prescribing, transcription and value added services. You agree to defend, indemnify and hold eNightDoc, Inc, its officers, directors, employees, shareholders, affiliates, third-party contractors, agents, licensors and suppliers (each a eNightDoc, Inc Party and collectively eNightDoc, Inc Parties), harmless from and against any claims, actions or demands, losses, liabilities, damages, costs, expenses and settlements (including without limitation reasonable attorney and accounting fees), resulting from or alleged to result from, directly or indirectly from any third party vendors,

Eprescribing is a system used to submit prescriptions electronically to a pharmacy of your choice, providing a more efficient and safer way for patients to access their medications and to prevent errors and improve patient safety. This may include

Formulary and benefit transactions - provides information to your healthcare provider regarding plan benefits

Fill Status Notifications - allows your health care provider to receive electronic notices regarding your prescription

Medication history transactions- provides your health care provider with information about current and past prescriptions to minimize potential medication issues and adverse medication events. Medication history can indicate compliance to prescribed regimens, therapeutic interventions, drug-drug and drug- allergy interactions, adverse drug reactions and duplicate therapy. Medication history information may include sensitive information including but not limited to, medications related to mental health conditions, venereal diseases, genetic diseases and HIV/AIDS.

By consenting to eNightDoc terms and agreement, you consent to release and transfer of this and other health sensitive information by our third party vendor DoseSpot/ SureScripts Inc and You agree to defend, indemnify and hold eNightDoc, Inc, its officers, directors, employees, shareholders, affiliates, third-party contractors, agents, licensors and suppliers (each a eNightDoc, Inc Party and collectively eNightDoc, Inc Parties), harmless from and against any claims, actions or demands, losses, liabilities, damages, costs, expenses and settlements (including without limitation reasonable attorney and accounting fees), resulting from or alleged to result from, directly or indirectly from use of third party platform and any of its subsidiaries.

No endorsements

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by eNightDoc, Inc. Any views expressed by third parties on the Websites and Platforms are solely the views of such third party and eNightDoc, Inc assumes no responsibility for the accuracy or veracity of any statement made by such third party.

Indemnification and limitation of liability

You agree to defend, indemnify and hold eNightDoc, Inc, its officers, directors, employees, shareholders, affiliates, third-party contractors, agents, licensors and suppliers (each a eNightDoc, Inc Party and collectively eNightDoc, Inc Parties), harmless from and against any

claims, actions or demands, losses, liabilities, damages, costs, expenses and settlements (including without limitation reasonable attorney and accounting fees), resulting from or alleged to result from, directly or indirectly, your (a) violation of these Terms and Conditions; (b) access to or use of the Platform and Websites; and (c) provision of other disclosure to eNightDoc, Inc of any other information or data and the use of same by eNightDoc, Inc or other eNightDoc, Inc Party as contemplated hereunder.

IN NO EVENT SHALL ENIGHTDOC, INC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WEBSITES OR PLATFORMS OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

eNightDoc, Inc shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond eNightDoc, Inc's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

The terms of these Terms and Conditions that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Terms and Conditions. You agree that the limitations of liabilities set out in these Terms and Conditions are fair and reasonable in the circumstances.

#### Disclaimer

The Websites and Platforms are provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, eNightDoc, Inc disclaims all representations, warranties, and conditions, express or implied, including, but not limited to, implied condition or warranties of merchantability and fitness for a particular purpose. eNightDoc, Inc does not warrant that the Websites and Platforms will be uninterrupted or error-free, that defects will be corrected or that the Websites and Platforms or the server that makes it available are free of viruses or other harmful components.

eNightDoc, Inc makes no guarantees, and disclaims any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness of any content posted on the Website and Platforms for a particular purpose. eNightDoc, Inc assumes no liability arising from or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Websites and/or Platforms.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

#### Children

The Websites and Platforms are not intended for children under the age of 13. If you are under 13 years of age, please do not use or access the Websites or Platforms at any time or in any manner. By using the Websites or Platforms, you affirm that you are over the age of 13. eNightDoc, Inc does not seek through the Websites or Platforms to gather personal information from or about persons under the age of 13 without the consent of a parent or guardian.

#### Choice of law and jurisdiction

These Terms and Conditions are governed by the laws of Delaware. The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware in respect of all matters and disputes arising hereunder, and waive any defense of lack of personal jurisdiction in that jurisdiction. These Terms and Conditions are not governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

#### Personal information and privacy policy

In these Terms and Conditions, "personal information" means any information about an identifiable individual, such as your name, email address, mailing address, gender, date of birth, any personal or protected health information, or, any data about you that you elect to provide electronically through the Websites and Platforms and any other information that identifies who you are. Personal Information will be used by eNightDoc, Inc solely in accordance with these Terms and Conditions, and eNightDoc, Inc's Web and Mobile Privacy Policy (or as otherwise agreed upon between you and eNightDoc, Inc in writing).

You agree that eNightDoc, Inc has the right to monitor and review your use of the Websites and Platforms from time to time, and to use "cookies", "log files" and your "browsing data" in accordance with the Cookie Policy.

#### Waiver

No delay or omission by eNightDoc, Inc to exercise any right or power it has under these Terms and Conditions or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by eNightDoc, Inc must be in writing and signed by an authorized representative of eNightDoc, Inc .

## Entire agreement

These Terms and Conditions constitute the entire agreement between you and eNightDoc, Inc as it relates to the access to, and use of, the Platform and Websites and the subject matter of these Terms and Conditions and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between eNightDoc, Inc and you.

## Electronic documents

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable, or sublicensable by you except with eNightDoc, Inc's prior written consent. eNightDoc, Inc may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

## Language

English shall be the language of these Terms and the parties waive any right to use and rely upon any other language or translations. Il est la volonté expresse des parties que les présentes Conditions d'utilisation et tous les documents qui s'y rapportent soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.

## Contact / Notices

If you have any questions about the Terms and Conditions, or need to provide notice to, or communicate with, Teladoc Health under the Terms and Conditions, please contact eNightDoc, Inc h using the following contact details:

eNightDoc, Inc  
Privacy Officer  
6735 Conroy Rd, Ste 228  
Orlando, FL 32835  
407 630 8950



info@enightdoc.com

eNightDoc, Inc may provide notices or communications to you on the Websites and/or Platforms and you agree that such notices shall constitute notice to you whether or not you actually access the notice.