

SPECIALIST AGREEMENT

PLEASE SCROLL DOWN TO READ THE ENTIRE AGREEMENT AND TERMS OF USE.

This Specialist Agreement (this “**Agreement**”) governs your use of all digital products and services (each a “**Service**”, collectively “**Services**”) from UBERDOC, LLC (“**UBERDOC**” “**we**”, “**us**”, or “**our**”), unless other terms and conditions expressly govern, provided through our software programs available on mobile devices and various third-party platforms. UBERDOC® is a registered trademark of UBERDOC, LLC.

By accessing and utilizing the Services, and as an express condition of such use and access, you agree to be bound by the terms of this Agreement and must check the box indicating your agreement to the terms of this Agreement on the registration page for the Service. If you do not agree to be bound by the terms of this Agreement, you should not check the box but you will not be able to proceed with the registration process for the respective Service. To the extent you have access to, or are using, a Service without having completed the registration process, you acknowledge and agree that your continued use of a Service is subject to the terms and conditions of this Agreement. Once registration is complete, you will be able to use your UBERDOC account to access the Services.

1. Changes to Specialist Agreement

We may change or update the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting the updated terms on UBERDOC’s website [<https://www.uber-docs.com/uberdoc-specialist-agreement.html>]). Immediately upon our notification of the updates or changes in the terms of this Agreement, in writing or by posting on the website, you agree that you shall be bound by such changes or updates if you continue using any of the Services.

2. Fees

We will charge processing and transaction fees (collectively “**Transaction Fees**”) for use of the Service, a portion of which may be payable to Third Party payment processors we engage. You agree that we may charge and deduct Transaction Fees from amounts payable to you through use of the Service. Transaction Fees will be disclosed during your registration process, and may be changed at any time with or without notice. Transaction Fees will be collected from the patient’s initial payment upon making an appointment with you (the “**Initial Payment**”) and from a patient’s subsequent payment upon initiation of the appointment with you (the “**Completion Payment**”). You agree to pay the Transaction Fees and any other charges incurred in connection with your account for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. You acknowledge and agree that the Transaction Fee is non-refundable. We may change the fees and charges then in effect, or add new fees or charges. We will provide you with advance notice of any change in our fees. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other third-party service, as defined below.

3. Representations and Covenants by You

You agree and represent that all the information provided in your registration form is true and accurate in all respects. You agree to inform us immediately if there is a suspension or termination of your medical license or if there are or expected to be any disciplinary actions brought against you that would reasonably be expected to result in suspension or termination of your license if determined in a manner adverse to you.

4. Medicare Patients

If any patient referred to you through our Services is a Medicare beneficiary, then notwithstanding anything to the contrary in this or any other agreement with us, the patient will only pay the Initial Payment for use of our Service to hold an appointment. UBERDOC will only pay you only the Initial Payment less applicable Transaction Fees. You shall not be entitled to any consultation fee through UBERDOC for consultations to Medicare beneficiaries.

If you are a Medicare provider, you agree that any services rendered by you to a Medicare beneficiary (including the initial consultation) will be billed through Medicare in accordance with government regulations and that you will not bill the patient directly.

5. Indemnification for Medical Diagnosis and Treatment

You agree that you are solely and exclusively responsible for any medical advice, diagnosis, treatment and other healthcare services you provide to patients referred to you through our Services. You agree to fully indemnify and hold harmless UBERDOC and its officers, managers, owners, lawyers and agents from and against any and all damages, losses, costs and expenses (including without limitation reasonable attorneys' fees and expenses) arising out of any claim or threatened claim made by a patient referred to you through our Services that relates to the medical advice, diagnosis, treatment and other healthcare advice you or any of your Affiliates provide. For the purposes of this Agreement, "**Affiliates**" shall include any person controlled by, controlling, or under common control with you, including without limitation any persons who are employed or engaged by you or your medical practice group or another healthcare provider to which you are affiliated.

6. Privacy and Your Account

You agree that all registration data and other information about you or provided by you are subject to our Privacy Policy. You acknowledge that your information may be stored and processed in the United States or any other country where we have facilities, and by using a Service online, you consent to the transfer of information outside of the country in which you reside, subject to applicable law. If your access to a Service has been provided by or through a Third Party (for example, your employer or a health care provider (each, a "**Third Party**"), the Third Party may have provided us with information about you to enable us to provide you with access to the Service and distinguish you from other specialists (such as your email address or name). You agree that creation of an UBERDOC account will also create an account with the third-party Processor, Stripe, to process payments. If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else, including an entity, with access to your password to a Service, then he, she or it may have the ability to view information about your account and make changes through the website for the Service. If you tell someone the answer to your security question for a Service, then he, she or it may be able to request information about your account and make changes through Customer Service. You agree to notify us promptly if you change your billing address or delivery addresses or email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to any of your old addresses shall be deemed sufficient notice.

7. Term and Cancellation

7.1 Term. This Agreement shall remain in full force and effect while you have an active UBERDOC account.

7.2 Cancellation Policy. You may cancel your UBERDOC account through the cancellation link available through your own Stripe account. You may also cancel your UBERDOC account by contacting Customer Service at 978-683-2217 or emailing info@uber-docs.com. We may cancel your account at any time upon notice to you.

8. Terms of Use

You agree that you are subject to our Terms of Use applicable to health care providers. Our Terms of Use can be found through our web site. We reserve the right to change our Terms of Use at any time and you should refer to them frequently to ensure you are aware of current terms of use and privacy policies. Where any conflict exists between the Terms of Use, Privacy Policy and this Agreement, the terms of this Agreement shall govern.

9. Availability of Service through other Platforms; Third Party Payment Services

9.1 If you access a Service through a mobile application or other type of Third Party platform, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement.

9.2 From time to time, we may use a Third Party not affiliated with us to process payments for a Service (a “**Third Party Processor**”), including but not limited to Stripe, Inc. You agree that such third-party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems. When using such third-party Processor you acknowledge that you shall be subject to additional terms of use/service and privacy policy(ies) of the Third Party Processor.

10. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS, MEMBER BENEFITS, THROUGH THE SERVICES IS ON AN “AS-IS”, “AS AVAILABLE” BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UBERDOC, LLC AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS (“THE UBERDOC PARTIES”) WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES OR SUCH CONTENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE “EXCLUDED DAMAGES”), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE UBERDOC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE UBERDOC PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

11. Agreement to Arbitrate

The parties acknowledge that any statutory or common law claims related to intellectual property may require forms of equitable relief that are best administered by courts; accordingly, the parties agree that except for statutory or common law claims related to intellectual property and disputes that qualify for small claims court, any controversy or claim arising out of or relating to this Agreement or any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes.

Judgment on the award rendered by the arbitrator may be entered in any federal or state court of competent jurisdiction located in the County of Suffolk in the Commonwealth of Massachusetts. For more information about arbitration, the AAA and the arbitration process, please consult the American Arbitration Association web site at adr.org. You agree that by entering into this Agreement, you and we are each waiving the right to trial by jury, except as otherwise stated above. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and, by entering into this Agreement, you are giving up the ability to participate in a class action. All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for the court to decide. As stated in Section 13 below, Massachusetts law applies to any arbitration under this section, but the parties acknowledge that the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of this Agreement. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and, if the law allows, they can seek relief against us for you.

12. General

This Agreement supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change any Service, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No Third Party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the County of Suffolk in the Commonwealth of Massachusetts. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement.

13. Additional Terms and Notices

UBERDOC™ and its logo are trademarks of UBERDOC, LLC.