

MyAbroadMDs.com Terms of Service

INTRODUCTION

1.1 MyAbroadMDs, LLC (sometimes referred to herein as “MyAbroadMDs”) is a New York limited liability company having a place of business at 860 United Nations Plaza #15F, New York, NY 10017 that owns and operates the www.myabroadmds.com website and, may, in the future, create and operate a related mobile application (the “App”). The App and the Website, are individually and collectively referred to herein as “the “Website”.

1.2 The Website is designed to help travelers (“you” or “End-Users”) to find English-speaking doctors, dentists, hospitals, emergency clinics, and other healthcare specialists (one or more of which, the “Listed Practitioners”) while overseas. The Website may also make available certain information related to such other healthcare providers who are not listed as Listed Practitioners on the Website, which information is based solely on public information made available online or otherwise. The Website provides travelers with information which may be based, among other things, on (i) information that Practitioners make available to MyAbroadMDs or publicly at internet websites, such as certifications, experience, and healthcare specialty, and/or (ii) other criteria to be determined by us, such as ratings or recommendations of the Practitioners by other travelers.

1.3 MyAbroadMDs allows an End-User to find information about Practitioners so that the End-User may book appointments for professional medical services. MyAbroadMDs is not responsible for booking appointments with any of the Practitioners whose names are provided through the Website.

1.4 You must agree to these Terms of Service (the “Terms of Service”) as a condition to use the Website. Please read the Terms of Service carefully, as they will, together with our privacy policy published at myabroadmds.com which is incorporated herein by reference (the “Privacy Policy”), constitute a legal and binding agreement between you and us. Your use of the Website signifies your consent to and agreement to abide by these Terms of Service.

1.5 **IMPORTANT: YOUR USE OF THIS WEBSITE SHALL BE DEEMED AS ACCEPTANCE OF THESE TERMS OF SERVICE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.**

1.6 Please note that we offer the Website “AS IS” and without warranties. If you create an account or use the Website on behalf of an individual other than yourself, you represent that you are authorized by such individual or entity to accept these Terms of Service on such individual’s or entity’s behalf.

2. USE OF THE WEBSITE

2.1 To benefit from the services we offer, you may be required to create an End-User account (“Account”) by filling out an on-line registration form and provide certain basic information about yourself, which you authorize us to use and disclose as described in our Privacy Policy.

2.2 You acknowledge that MyAbroadMDs reserves the right to reject your application to create an Account at its sole and absolute discretion. MyAbroadMDs may, but is not obligated to, perform verification of any information you submit on its Website. Once your Account is created, you will be considered a registered End-User and will be able to make appointments with practitioners.

2.3 You acknowledge and agree that creating an Account and uploading any content and information under your profile shall be at your own risk only. You must evaluate and bear all risks associated with the use of the Website.

2.4 MyAbroadMDs reserves the right to (i) suspend, at any time, temporarily or permanently your Account at its sole and absolute discretion; and/or to (ii) modify and/or alter any feature and/or functions currently available or that may be available in the future on the Website, without notice to you, and at its sole discretion. You hereby waive and release MyAbroadMDs, LLC from any claims or demand in relation to any of the actions in subsections (i) and (ii) herein.

2.5 When you create an Account, you will create a login and a password (collectively, “Credentials“). You should keep your Credentials private and not share your Credentials with anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to info@myabroadmds.com

3. MAKING AN APPOINTMENT AND CANCELATIONS:

MyAbroadMDs assumes no responsibility for booking or canceling appointments with any of the doctors included on our Website.

4. PAYMENT

4.1 End-Users are responsible for their individual payments to the Practitioner.

5. NO DOCTOR-PATIENT RELATIONSHIP

5.1 MyAbroadMDs does not provide medical advice, but instead provides you only with a connection to Practitioners who can provide medical advice, and the content and information made available to End-Users on the Website does not constitute professional medical advice, diagnosis, treatment or other healthcare service. It is not intended to be a substitute for professional medical advice, diagnosis, treatment or other healthcare service. The services set out on the Website are an informational resource for End-Users and Practitioners and are designed for search, scheduling and payment purposes only. The services do not create any doctor-patient relationship between you and us. Our role is to assist you to find an appropriate Practitioner. For removal of doubt, any healthcare service provided to you by any Practitioner shall in no event be implied or deemed to be medical advice or service provided by MyAbroadMDs. MyAbroadMDs shall not be responsible for any medical advice, treatment or other healthcare services received by you from any Practitioner. All medically-related information, including, without limitation, information shared via the Website, MyAbroadMDs communications, comes from independent healthcare professionals and organizations and is for informational purposes only. You must resolve any dispute arising between any Practitioner and you directly with the Practitioner, who shall be solely responsible for the provision of the requested healthcare services.

6. AUTHORIZATION AND ACKNOWLEDGEMENT

6.1 In connection with using the Website to find and schedule an Appointment with a Practitioner, you understand that you are solely responsible for choosing the Practitioner, and no Practitioner or other health care provider listed on or provided through the Website is being endorsed by MyAbroadMDs, LLC. MyAbroadMDs makes no representations or warranties of any kind, express or implied, with respect to any information related to Practitioners, including with respect to the completeness, the accuracy of any such information, or the quality of the services provided by the Practitioners.

6.2 To help you find Practitioners who may be suitable for your needs and enable the maximum choice and diversity of Practitioners participating in the Website, we will provide you with lists and/or reviews for some Practitioners. These are based on (i) information that End-Users provide to us, such as

geographical location and healthcare specialty, and (ii) other criteria, such as Practitioners' availability and past the experience of End-Users with Practitioners. MyAbroadMDs (a) does not recommend or endorse any Practitioners, (b) does not make any representations or warranties with respect to these Practitioners or the quality of the healthcare services they may provide, and (c) does not receive any additional fees from Practitioners for featuring them (i.e., higher or better placement on lists) on the Website.

6.3 MyAbroadMDs may enable you to schedule Appointments with Practitioners taking place remotely by video conference or other means of telecommunication only in certain specific jurisdictions allowing the remote diagnosis and treatment of patients by means of telecommunications technology ("Telemedicine"). You acknowledge that you may not use any means of hiding, concealing or obscuring your geographic location or IP address (such as using a VPN) in order to access such Telemedicine services where prohibited or limited under applicable local law, and you alone shall be fully responsible for any claim, liability or damages incurred by MyAbroadMDs, LLC as a result of such actions on your part.

6.4 Please be aware that the Practitioner may not be able to prescribe through the Website any medicine prohibited to be prescribed pursuant to local laws or regulations governing telemedicine (such as psychiatric medicines).

6.5 The Practitioner will determine or decide if a prescription can be provided to you, including on a "cross border" basis, according to the location from which you are taking the consultation. For this purpose, you must make certain that your Practitioner is aware of your exact location at the moment of receiving a telemedicine consultation. You can identify in advance via the Website if each one of the listed telemedicine Practitioners can provide you with a prescription according to your current location. It is your sole decision and responsibility to select a Practitioner with immediate availability and who speaks your preferred language, or to select one that is identified as enabled to prescribe in your location.

7. USER CONTENT; REVIEWS

7.1 You are encouraged to submit reviews of the Practitioners and other health care providers whose services you have obtained via the Website (the "Reviews"). MyAbroadMDs, at its sole discretion, may publish such Reviews or parts thereof on the Website to be accessed by other End-Users. MyAbroadMDs shall not be responsible for the contents of Reviews and shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all content from Reviews, except as may be required by applicable law.

7.2.1 MyAbroadMDs does not allow Reviews that are fraudulent, false, misleading, or deceptive; do not represent the author's personal experience; are incentivized by a promise for payment, additional services, or a discounted rate or are motivated by a threat of extortion or a suggestion of financial gain. MyAbroadMDs reserves the right to remove, at its sole discretion, any Review and to terminate any End-User's Account and to block any other person's use of the Website.

8. CONTENT

8.1 We may, but have no obligation to, publish any content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found via the Website ("Content") that is reviewed by our editorial personnel. No party (including MyAbroadMDs, LLC) involved in the preparation or publication of such works guarantees that the Content is timely, accurate or complete, and MyAbroadMDs shall not be responsible or liable for any

errors or omissions in, or for the results obtained from the use of, such Content.

8.2 The procedures, products and services discussed and/or marketed through the Website are not applicable to all individuals, patients or all clinical situations. Any procedures, products, services or devices represented through the Website by advertisers and other participants of the Website, either paid or unpaid, are presented for your awareness and do not necessarily imply, and we make no claims as to, safety or appropriateness for any particular individual or prediction of effectiveness, outcome or success.

8.3 All the Content is owned by us or by the third parties creating it and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Website and any underlying technology or software used in connection with the Website contain MyAbroadMDs' proprietary information. We give you permission to use the Content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Website. You may print, download, and store information from the Website for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the Content, or exploit the Website or services in whole or in part, for any commercial gain or purpose whatsoever. Except as expressly provided herein, neither MyAbroadMDs nor the third parties whose works are shown on the Website grant you any express or implied rights, and all rights in or to the Content, or the Website.

9. INTELLECTUAL PROPERTY

9.1 The Website, including without limitation, the proprietary algorithms and methods, inventions, patents and patent applications, copyrightable material, graphics, text, sounds, music, designs, specifications, data, technical data, videos, interactive features, software (source and/or object code), files, interface, GUI and trade secrets pertaining thereto (collectively, "Intellectual Property"), are fully owned by or licensed to MyAbroadMDs, LLC and are subject to copyright and other applicable intellectual property rights under applicable laws, foreign laws and international conventions. Notwithstanding the above, certain content and features made available or displayed through the Website, including without limitation, graphics, photos, sounds, music, videos, interactive features, software, scripts, interface, trademarks, service marks and logos may be owned by third parties.

9.2 MyAbroadMDs logo and other commercial identifiers we use in connection with the Website are all trademarks and/or trade names belonging to us or our third party licensors, whether registered or not. No right, license, or interest to such trademarks or trade names is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to such trademarks and/or trade names.

9.3 MyAbroadMDs hereby grants you a non-exclusive revocable right to use the Website solely for the purpose of using your Account subject to the limitations and restrictions provided for herein. Except as provided herein, you are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any of the Intellectual Property not as explicitly permitted to you under these Terms of Service.

9.4 Subject to the limitations and restrictions provided herein, you hereby grant MyAbroadMDs an irrevocable, perpetual, worldwide, transferable, assignable, sublicensable, exclusive, royalty free right and license to use, exploit and commercialize without restriction any non-confidential information (or any information whose disclosure would violate HIPPA or other privacy laws) placed by you within the Website and/or provided by you through the Website, including your Reviews, and any and all intellectual property rights therein or thereunder. For the avoidance of doubt, this does not include information relating to your medical condition; MyAbroadMDs' only usage of such information will be

forwarding it to the relevant Listed Practitioners.

9.5 You hereby agree and warrant that any content that you upload to the Website and any information you provide to the Website or Users does not and will not violate third-party rights of any kind. You hereby undertake to indemnify MyAbroadMDs, LLC from and against any claims brought by third parties related to any intellectual rights infringement.

10. YOUR PERSONAL INFORMATION

Protecting End-Users' privacy and keeping your information secure are among our biggest priorities. Our Privacy Policy details how we may use the information you provide us with. To note, we do not store or have access to any of your private medical information or personal travel documentation.

11. RESTRICTIONS OF USE

11.1 While using the Website, there are certain types of behaviors which are strictly prohibited, as appear in subsection 11.2. Please read this list carefully. Your failure to comply with the provisions set forth herein may result in the suspension or blocking of your Account and using of the Website, and may also expose you to civil and/or criminal liability.

11.2 You may not, whether by Yourself or anyone on Your behalf:

11.2.1 copy, modify, alter, adapt, make available, translate, reverse engineer, decompile, or disassemble any portion of the Website.

11.2.2 create a browser, frame, border environment or GUI around the Website;

11.2.3 interfere with or disrupt the operation of the Website, or the servers or networks that host the Website, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;

11.2.4 interfere with or violate other Users' rights to privacy (including, without limitation, other End-Users and the Practitioners listed on the Website), or harvest or collect data and information about other Users without their express consent, whether manually or with the use of any robot, spider, crawler, site search or retrieval application, or other automatic device or process to access the Website and/or retrieve index and/or data-mine information;

11.2.5 impersonate any person or entity or provide false or misleading personal information, including without limitation, providing false or misleading billing information;

11.2.6 transmit or otherwise make available through or in connection with the Website any virus, "worm", "Trojan Horse", "Time bomb", "web bug", spyware, malware, or any other computer code, file, application or program that is malicious by nature or defective, and may, or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

11.2.7 use the Website for any illegal, unlawful, inappropriate or unauthorized purposes, or conduct any act, or omit to conduct an act, in a way that is in violation with applicable local, national or international laws and regulations;

11.2.8 use the Website to defame, abuse, harass, stalk, ridicule, mock, threaten, or otherwise harm and

violate the legal rights of the other End-Users, the Practitioners and/or any other persons by posting any inappropriate content or otherwise;

11.2.9 use the Website for any commercial or non-personal purposes, including any usage which generates any revenues, whether directly or indirectly (other than under your Account), without our prior written consent; or

11.2.10 contact, communicate with, or exchange information with any Practitioner (other than through the Website) prior to your first visit to him/her.

12. LINKS TO OTHER WEBSITES

While using the Website, you may encounter links to other websites with medical resources and affiliate partners. These links are provided for your convenience only and we do not endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other websites. Although we attempt to link only to trustworthy websites, it is possible that they may contain materials that are inaccurate and we will not be responsible or liable for the material contained in or accessed through such other websites.

13. TERMINATION OF YOUR USE OF THE SERVICES

13.1 MyAbroadMDs, LLC may terminate your use of the Website upon any of the following events: (i) termination of MyAbroadMDs, LLC's services by your sponsoring organization or by you, (ii) breach by you of any term of these Terms of Service; (iii) careless behavior that causes disruption to the Website; (iv) your failure to communicate in a polite and courteous manner with other Users or our staff; (v) inappropriate use or abuse of practitioners' services procured through our service; and (vi) negligence, fraud, or willful misconduct.

13.2 In the event MyAbroadMDs, LLC cancels your right to use the Website, you will not be able to use the Website and your account will be terminated.

14. DISCLAIMER AND WARRANTIES

14.1 THE SERVICES AND WEBSITE ARE PROVIDED HERE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, MYABROADMDS, LLC RESERVES THE RIGHT TO TEMPORARILY OR PERMANENTLY TERMINATE OR CEASE THE OPERATION OF THE SERVICES AND WEBSITE, AT ITS SOLE DISCRETION AND WITHOUT NOTICE TO YOU, AS SET FORTH HEREIN, AND YOU HEREBY RELEASE MYABROADMDS, LLC FROM ANY CLAIM OR DEMAND IN CONNECTION WITH SUCH TERMINATION.

14.2 THE SERVICES AND WEBSITE ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL EMERGENCY MEDICAL TREATMENT, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IMMEDIATE MEDICAL EMERGENCY SOLUTIONS (SUCH AS CALLING AN EMERGENCY NUMBER OR TRAVELING DIRECTLY TO AN EMERGENCY ROOM) BECAUSE OF SOMETHING YOU HAVE READ ON THE WEBSITE.

14.3 WE DO NOT WARRANT THAT THE USE OF THE SERVICES OR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. WE MAY CORRECT, MODIFY, AMEND, ENHANCE,

IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICES AND/OR WEBSITE IN WHOLE OR IN PART, AT ANY TIME.

14.4 MYABROADMDS, LLC MAKES NO REPRESENTATION REGARDING THE AVAILABILITY, ACCURACY, COMPLETENESS, SAFETY, LEGALITY, QUALITY OR SUITABILITY OF THE SERVICES, THE WEBSITE, THE SERVICES RENDERED BY LISTED HEALTH CARE PROVIDERS OR ANY OF THE INFORMATION PROVIDED TO USERS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SERVICES AND WEBSITE, AND WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE OF ANY PRACTITIONER OR OTHER HEALTH CARE PROVIDER YOU USE THROUGH THE WEBSITE.

14.5 WE DO NOT WARRANT NOR GUARANTEE ANY CONTENT AND INFORMATION PROVIDED THROUGH USING THE SERVICES AND WEBSITE, OR ANY OF THE INFORMATION PROVIDED BY USERS, AND ASSUME NO LIABILITY WITH RESPECT TO SUCH CONTENT AND INFORMATION. YOU SHOULD NOT RELY ON THE ACCURACY OF SUCH CONTENT AND INFORMATION. WE CANNOT AND DO NOT ASSUME ANY RESPONSIBILITY FOR UPDATING OR CORRECTING ANY SUCH CONTENT OR INFORMATION ONCE IT HAS BEEN GIVEN. FURTHER, MYABROADMDS, LLC MAKES NO CLAIM THAT THE CONTENT OF THE SERVICES OR THE WEBSITE AND THE USE THEREOF IS OR MAY BE IN THE FUTURE PERMITTED UNDER LAWS APPLICABLE TO YOU. YOU MUST ENSURE THAT USING THE WEBSITE FOR RECEIVING THE SERVICES IS AT ALL TIMES IN COMPLIANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOU RESIDE OR RECEIVE THE SERVICES.

15. LIMITATION OF LIABILITY

15.1 MyAbroadMDs, LLC and its officers, directors, employees and agents shall in no event be liable to you for any indirect, incidental, consequential, special, punitive or exemplary damages (including but not limited to loss of revenue or profits) arising in connection with the healthcare services offered or provided to you by Practitioners.

16. INDEMNIFICATION

16.1 You agree to defend, indemnify and hold harmless MyAbroadMDs, LLC, its affiliates, and the respective officers, directors, employees, equity holders and agents, from and against any and all claims, damages, suits, judgments, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from or relating to: (i) your use of the Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy rights; (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party by using the Website; and (v) any claim, action or demand made in connection to the healthcare services offered or provided to you by Practitioners. This defense and indemnification obligation will survive these Terms of Service.

16.2 To be clear, in the event of any dispute related to or arising out of any treatment, advice or consultation concluded between any Practitioner and you, you hereby agree to release and hereby waive all claims and causes of action against MyAbroadMDs, LLC, its affiliates and their respective directors, employees, officers, equity holders and agents from any claims and demands which you may have against a respective Practitioner in relation to such dispute.

17. MISCELLANEOUS

17.1 Any claim or dispute relating to the Website or arising out of its use will be governed by and interpreted in accordance with the laws of the State of New York, without reference to its conflict-of-laws principles, subject to any legislation applicable to you personally that mandates otherwise.

17.2 Any dispute, claim, proceeding or action arising out of or related to these Terms of Service or your use of the Website and services will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the courts located in the State, County and City of New York.

17.3 Intentionally left blank.

17.4 If any provision of these Terms of Service is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms of Service and will not affect the validity and enforceability of any remaining provisions.

17.5 No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

17.6 These Terms of Service constitute all of the terms and conditions between you and MyAbroadMDs relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and us.

17.7 These Terms of Service were originally written in English, and we may translate them into other languages for your convenience. At any time, you may access and view the updated English version of these Terms of Service at myabroadmds.com. In the event there is any contradiction between the versions of these Terms of Service, the provisions of the English version in effect at the time you agreed to them shall prevail.

17.8 MyAbroadMDs, LLC reserves the right to change these terms of service, its privacy policy and its fee structure at any time and in its sole discretion. We will post the changes on our website at or before the time the changes are to take effect.

17.9 If you have any questions or concerns about your use of the Website of the services, please contact us at: info@myabroadmds.com and we will attempt to address your complaint.

Updated April __, 2023