

TERMS OF USE

Privacy & Refund Policy

Welcome to our website where you can request a remote second medical opinion &/or healthcare related advice.

Effective Date: February 1st, 2018

Updated: October 15th, 2025

NOTE: US Expert Medical Opinion is Not intended to address emergency or life-threatening medical conditions. If this is an Emergency, please call 911 immediately or your Local medical service provider.

THESE TERMS OF USE (these “Terms”) are agreed to between **US Expert Medical Opinion, Inc.**, a Florida corporation, (“Company,” “we,” “us,” and “our”) and you (“you” or “your”), or the entity on whose behalf you are agreeing to these terms. These Terms apply to the services (the “Services”) **Company** provides through its websites located at <https://myusadr.com>, <https://usexpertmedicalopinio.com>, <https://myusavitality.com>, the Company application and all other related websites, subsites, affiliated sites, mobile sites, applications, online portals, platforms and tools (collectively, the “Platform”). You and other individuals or entities using the **Platform** are collectively referred to as “Users.” These Terms are entered into as of the date you first access or use the Platform and will continue until terminated as set forth herein.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR OTHERWISE USING THE PLATFORM, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THESE TERMS, YOU MUST NOT ACCESS OR USE THE PLATFORM. Unless you have entered into a separate written agreement with Company regarding the Platform, these Terms are the complete and exclusive agreement between you and Company regarding your access to and use of the Platform and supersede any oral or written proposal, quote, or other communication between you and Company regarding your access to and use of the Platform.

Nature of Services and Relationship with Company

Company is a Platform, Not a Healthcare Provider. The Platform is intended to facilitate the provision of certain health care and related services to Users by providers

contracted by or partnering with Company (the “Providers”), including pharmacies (the “Pharmacies”). **NEITHER COMPANY NOR THE PLATFORM PROVIDES MEDICAL CARE TO THE USERS NOR DO EITHER OF THEM PRACTICE MEDICINE OR ANY OTHER LICENSED PROFESSION.** Rather, the Platform serves as a platform with the help of which Users can obtain virtual medical services from health care providers contracted or partnered with Company.

Nothing in these Terms should be construed to indicate that the Platform is a health care provider or that the Platform provides medical services or medical advice. The inclusion of any health care provider on the Platform shall not be considered as an endorsement of such Provider by Company and shall not in any way mean that Company has conducted any due diligence or other investigation regarding the health care provider.

Scope of Services. The Services may include (i) access to Providers via virtual visits and providing individuals with access to health care and pharmacy services; (ii) providing individuals with information on health care and wellness; (iii) development and gathering of health care records and health care information with retention of the same for use in health care provider appointments, communications, and pharmacy services; (iv) administrative support in connection with scheduling, payment for health care provider services, and payment for pharmacy services; and (v) telecommunications support for using the health care and/or pharmacy services as a means of direct access to health care providers provided by Company for communication, consultations, assessments, and treatment by such health care organizations and their providers. Company does not provide any medical services, including via the Platform and Services. Any health and wellness resources made available through the Platform are not a substitute for health care services. The decision to focus on diagnosis, treatment recommendations, or both, rests with you and the Provider.

No Doctor-Patient Relationship. You acknowledge that although some of the Information provided to you on the Site may be provided by individuals in the medical profession, **the provision of such Information does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is provided to assist you with locating appropriate medical care from a qualified practitioner. NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION PROVIDED BY OR THROUGH THE USE OF THE SITE, LINKS TO OTHER SITES OR ANY ASSISTANCE WE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE MEDICAL PROFESSIONAL OR SPECIALIST IN ANY FIELD.** You acknowledge and agree that any reviews, telephone discussions, and/or telephonic video meetings should not in any form, shape or fashion constitute a

diagnosis, medical advice, treatment, medical care or establish any doctor-patient relationship. Your treating **healthcare provider(s)** (or physician(s)) will remain at all times solely responsible for your diagnosis, care, treatment and evaluation.

Limitations and Emergency Situations. AMONG OTHER ACTIVITIES, COMPANY'S SERVICES ENABLE COORDINATION AND COMMUNICATION WITH HEALTH CARE PROVIDERS AND PHARMACIES. IT DOES NOT REPLACE YOUR RELATIONSHIP WITH ANY HEALTHCARE PROVIDER OR PHARMACIST. THESE SERVICES MIGHT NOT BE APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS. IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR HEALTHCARE PROVIDER OR DIAL 911. Company is not intended to address emergency or life-threatening medical conditions.

Company is not an insurer. The Services are not insurance products, and the amounts you pay to Company are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance from an insurance provider.

Term and Modifications

These Terms are entered into as of the date you first access or use the Platform and will continue until terminated as set forth herein. We reserve the right, at any time, to modify the Platform, as well as these Terms, whether by making those modifications available through the Platform or by providing notice to you as specified in these Terms. Any modifications will be effective 24 hours following posting through the Platform or delivery of such other notice. You must cease using the Platform at any time if you do not agree to any modification. Any modifications to the Platform, including all updates, upgrades, new versions, and new releases, will be treated as part of the "Platform" for purposes of these Terms.

Age Eligibility

The Platform is intended for use by Users of 18 years of age and older. If you are under the age of 18, you are prohibited from using the Platform and Services. Children under the age of 13 in the United States are prohibited from using the Website. If we learn that we have received any information from an individual under the age of 13, we will use that information only to respond directly to that child (or a parent or legal guardian) to inform him or her that he or she cannot use the Services and subsequently we will delete that information from our own servers.

Access and Prohibited Uses

Subject to your compliance with these Terms, we will permit you to access and use the Platform solely for lawful purposes and only in accordance with these Terms. As a condition of your use, you represent and warrant that you will not use the Platform for any purpose that is unlawful or prohibited by these Terms. Whether on behalf of yourself or on behalf of any third party, you will not:

- Make any commercial use of the Platform other than in furtherance of any transactions that you make through the Platform.
- Download, copy or transmit any content for the benefit of any third party.
- Misrepresent your identity, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Platform, or express or imply that we endorse any statement that you make.
- Conduct fraudulent activities through the Platform, including fraudulently misusing the Services by scheduling an appointment with a healthcare provider (or physician) which you have no intention of keeping, or creating user accounts by automated means or under false or fraudulent pretenses.
- Use the Platform to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity.
- Transmit any content that is invasive of another's privacy or otherwise objectionable; use foul language or post links to adult-oriented content.
- Transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of unrequested solicitation.
- Collect, store, use or disseminate personal data or information about other users in any manner whatsoever, including but not limited to, solicitation of products or services by mail, telephone or email.
- Copy, modify, adapt, translate, or reverse engineer any portion of the Site, its content or materials and/or the Services.
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Site and/or the Services.
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site and/or the Services for purposes of constructing or populating a searchable database of reviews related to the healthcare industry or medical healthcare providers (or physicians).
- Reformat or frame any portion of the web pages that are part of the Site and/or the Services.

Accounts

Currently, Users may access and utilize certain Services on the Platform by submitting service forms, without the requirement of establishing a personal account. **However, for certain Services or features, or as the Platform evolves, you may be required to establish an account (an “Account”).** If an Account is established, it will be associated with a unique telephone number, and the Platform will send a unique code via text message to that number for access. You are solely responsible for all use of the Platform through your Account and must ensure the security and confidentiality of the information associated with your Account. Any activities completed through your Account will be deemed to have been done by you. You are responsible for all use of your Credentials, including use by others to whom you have given your Credentials.

Communications

By accepting these Terms, you agree and consent to Company and its affiliates, or Providers sending you disclosures, notices, messages, reports, and other communications. You acknowledge and agree that **you will not hold us or any Company affiliate liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or for your failure to comply with any treatment recommendations contained in these communications.**

Sponsor Organizations

If an organization, such as your employer (“Sponsor Organization”) is paying for access to the Platform on your behalf, that separate written agreement governs the contractual relationship between Company and the Sponsor Organization. However, **these Terms govern and control the contractual relationship between Company and you.** If you obtain Services through a Sponsored Organization, you may still be responsible for co-payment or payment for additional services, which are explained in your benefit program.

Protected Health Information

Company is not a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). However, one or more of the Providers or Pharmacies may be a “covered entity” or “business associate” under HIPAA, and Company may in some cases be a “business associate” of a Provider or a Pharmacy. To the extent we are deemed a “business associate,” Company may be subject to certain provisions of HIPAA with respect to Protected Health Information (PHI). Any medical or health information that is subject to specific protections under applicable state laws will be used and disclosed only in accordance with such applicable laws. Information that

does not constitute PHI may be used or disclosed in any manner permitted under these Terms and the Privacy Policy.

Pharmaceuticals

Prescriptions. Certain products available require a valid prescription by a licensed healthcare provider. You will not obtain a prescription product unless you have completed a consultation with one of the Providers, the Provider has determined the product is appropriate, and the Provider has written a prescription. Prescriptions fulfilled by the Pharmacies do not use child-resistant packaging and prescription products will not be dispensed in child-resistant containers. If you fill a prescription through one of the Pharmacies contracted by Company for delivery, the product is shipped by the applicable Pharmacy, and costs may be included in the total charged to you by the Service. If you use a pharmacy other than the Pharmacies, you are responsible for picking up the product and paying that pharmacy directly.

Pharmacy Networks. If you receive a prescription, you may select one of our partner pharmacies (the "Pharmacy Network"). You give us consent to send and disclose to the Pharmacy Network all information provided by you, health care records, and personal information (such as your name, location and demographic information) so that you may receive pharmacy services.

Packaging and Fulfillment Restrictions. If you use the Pharmacy Network, you acknowledge that your medication will not be shipped in child-resistant packaging and that you must keep it out of the reach of children.

Virtual Visits and Informed Consent

Consent to Virtual Visits. You consent to receive medical care from the Providers using remote, electronic communications ("Virtual Visit") through the Platform, where such care may include diagnosis, consultation, treatment, and transfer of electronic medical data. You agree to be treated via a Virtual Visit (not an in-person visit) and understand the inherent risks and limitations associated with a Virtual Visit with a healthcare provider.

Online second opinions and Online consultative medical services are different from services provided in person. The healthcare provider reviewing your case will not have the benefit of information obtained from an in-person physical examination, which could affect their opinion or diagnosis. **By proceeding with this service, you acknowledge that you are aware of this restriction and exclusively assume the risk of this restriction.**

You also Acknowledge that:

- The diagnosis received is limited and provisional.
- The second opinion service/medical consultative service is not meant to replace a full medical evaluation in person.
- The consulting healthcare provider may lack important information usually obtained via physical examination, which could affect the ability to render an exact opinion.
- The consulting healthcare providers are licensed by the Board of Medicine in the State where they practice, and not necessarily in the State or Country you live in.
- **By using our services, you agree to exclusively accept the risk of these limitations and understand that no guarantee has been made to you concerning any particular result or cure of your condition.**

Telemedicine involves electronic communication for sharing patient medical information (including records, images, and live audio/video) for diagnosis, therapy, and follow-up. Electronic systems incorporate network and software security protocols to protect confidentiality and integrity of data.

Your Obligations. You agree to accurately disclose your location prior to a Virtual Visit. Company and Providers may refuse services if you are located in a state or jurisdiction where they are not permitted to render such services. **You agree not to use the Virtual Visits if you are driving a motor vehicle or for emergency medical needs.**

You acknowledge it is your duty to inform your Provider of interactions regarding your care that you may have with other health care providers to ensure your Provider has your full clinical background. Providers reserve the right to deny treatment if they believe a patient may be better served by an in-person healthcare provider.

Risks of Telehealth Services. By using the Platform, you provide informed consent to the use of telehealth and acknowledge potential risks, including: Providers may lack information from an in-person exam; information transmitted may be insufficient for appropriate medical decision-making; technical failures may lead to delays or lost information; a lack of access to medical records may result in errors; Providers may be limited by state law in prescribing certain medications without an in-person physical examination; and security protocols could fail, leading to a breach of privacy.

By selecting a Virtual Visit by using the Platform, you acknowledge these limitations, understand, and agree to assume the risk of these limitations.

Intellectual Property Rights (IPR)

All content included with the Platform that we provide (“Our Content”) is the owned or licensed property of Company or its suppliers or licensors and is protected by IPR. Company and its suppliers and licensors expressly reserve all IPR in all Our Content.

You may view Our Content solely as presented on the Platform in furtherance of any transactions that you make through the Platform. You will not directly or indirectly use Our Content for any other purpose, nor will you alter, copy, reproduce, distribute, sell, license, or transfer any of Our Content.

The Platform, including databases, software, hardware, and underlying data (“Technology”), may constitute valuable trade secrets of Company. You receive no ownership interest in the Technology, and you are not granted any license to use the Technology itself, apart from accessing and using the Platform under these Terms.

User Content and Feedback

You may submit feedback regarding your experience with healthcare providers who are featured on the Site, or participate in interactive features (“Posted Information”). You are solely responsible for any Posted Information that you submit. You agree that you will only provide Posted Content that you believe to be true and will not purposely provide false or misleading information.

By posting Posted Content, you grant Company, its contractors, and the users of the Site an irrevocable, perpetual, royalty-free, fully sublicensable, worldwide license to use, copy, display, and distribute such Posted Content, and to adapt, edit, and create derivative works thereof. This license is non-exclusive, except that Company shall have the exclusive right to practice this license for combining your Posted Content with that of other users to populate a searchable database related to the healthcare industry.

If You provide Company any suggestions regarding the Platform (“Feedback”), You assign all rights in the Feedback to Company, and Company shall have the right to use such Feedback in any manner without a duty of accounting to You.

Payment of Fees and Cancellation

You pay for the Services provided on the Platform on a per-visit basis (the “Fee”). You will pay the Fee to Company directly on the Platform. The Providers will not charge you separately for the medical services they provide.

You are responsible for any and all Fees based on selected services. You authorize us to charge your payment source the applicable Fees. If your third party payor reimburses less than the estimated amount, you will be responsible for paying the difference.

You may cancel any active appointments for Services at any time. Eligibility for a credit or refund is subject to the Refund Policy.

Third-Party Content and Platform

Content provided through the Platform by third parties might be inaccurate, misleading, or deceptive. **We neither endorse nor are responsible for any opinion, advice, information, or statements made by third parties.** If you rely on third-party content, you assume the risk that it might be inaccurate.

We may provide access to third-party websites (“Third-Party Website”). **We are not responsible for, and have no liability for, the functionality, actions, inactions, settings, privacy policies, terms, or content of any such third-party website. YOUR USE OF THIRD-PARTY WEBSITES IS AT YOUR OWN RISK.**

Customer Service

We or our agents may call, text, or email you regarding customer service issues. Our use of your contact information will be handled in accordance with our Privacy Policy.

Termination and Suspension

We may terminate your access to the Platform or your Account at any time if you violate these Terms or for any reason, at our sole discretion. You may terminate these Terms at any time by ceasing to access the Platform. We may also suspend your access to your Account and the Platform, with or without notice to you, upon any actual, threatened, or suspected breach of these Terms or applicable law.

Technology and Security

The Platform, and the databases, software, hardware, and other underlying technology (“Technology”), may constitute valuable trade secrets of Company. We use reasonable means to protect security, but you acknowledge that **perfect security on the internet is impossible and that, as a result, information about you may be exposed in the event of a breach.**

Representations and Warranties by User

You represent and warrant that (a) you have the legal right and authority to enter into these Terms; (b) these Terms form a binding legal obligation on your behalf; and (d) your access to, and use of, the Platform will comply with all applicable laws and third-party rights.

Disclaimers

WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORIZED ACCESS, OR OTHERWISE MEET YOUR REQUIREMENTS. THE PLATFORM AND ALL CONTENT, ITEMS, TECHNOLOGY, AND OTHER INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM (COLLECTIVELY, THE "MATERIALS") ARE PROVIDED BY US ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. YOU EXPRESSLY AGREE THAT YOUR USE OF THE MATERIALS IS AT YOUR SOLE RISK. We disclaim any and all representations and warranties, including, without limitation, warranties of title, merchantability, and fitness for a particular purpose or use.

WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. Company makes no warranties about the information systems, software, and functions made accessible through the Site or any other security associated with the transmission of sensitive information.

Indemnity

You hereby agree to indemnify, defend, and hold harmless us and our officers, directors, members, managers, shareholders, affiliates, employees, agents, contractors, Users, customers, providers, licensees, successors-in-interest, and assigns from any and all claims, suits, demands, actions, losses, liabilities, damages, judgments, settlements, fines, penalties, fees, expenses and costs (including attorneys' fees and court costs) arising in any manner from: (1) your access to, or use of, the Platform or the Services; (2) information you provide to Company, including through the Platform; and (3) your breach of any representation, warranty, or other provision of these Terms. If you are a California resident, you waive California Civil Code Section 1542, regarding unknown claims.

Limitation on Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM AND THE SERVICES REMAINS WITH YOU. Neither Company nor any other Company representative will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage or system failure, or for any damages

for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Platform. This applies **WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE AND MEDICAL MALPRACTICE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.**

IF YOU ARE DISSATISFIED WITH THE SERVICES OR THESE TERMS, YOUR ONLY REMEDY IS TO DISCONTINUE USING THE SERVICES. YOU ACKNOWLEDGE THAT IF YOU USE THE SERVICES DURING OR IN RELATION TO AN EMERGENT, SERIOUS, OR LIFE-THREATENING CONDITION, SUCH USE IS AT YOUR SOLE RISK. Company is not liable to you for any decision made or action taken in reliance upon information or guidance available through the Platform.

In states where limitations on liability are restricted, Company liability shall be limited and warranties excluded to the greatest extent permitted by law, but shall, in no event, exceed **\$100.00. ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT FROM WHICH THE CLAIM AROSE.**

Disputes

Agreement to Arbitrate. All disputes, controversies, or claims arising under, out of, or relating to these Terms (“Dispute”) will initially be attempted to be resolved through discussion between the parties. If unresolved within 15 days, either party may submit such Dispute for final settlement through binding arbitration under the rules of the American Arbitration Association then in effect. The arbitration will be conducted before a sole neutral arbitrator in the English language at a site specified by us in **Broward County in the state of Florida, United States.**

Exception to Arbitration. If we reasonably believe you have violated or threatened to infringe our IPR, we may seek emergency, preliminary or other appropriate interim relief in the federal or state courts located in **Broward County, Florida, United States.**

Governing Law and Venue. The interpretation of these Terms will be governed exclusively by the laws of the **State of Florida, United States** as applied to contracts made and to be performed entirely within **Broward County, Florida**, without regard to conflict of law principles. Subject to the arbitration provision, each party will bring any action or proceeding arising from or relating to these Terms exclusively in a state or federal court in **Broward County, Florida.**

Notices

Notices required or allowed under these Terms will be provided to us by postal mail to the address for Company listed on the Platform. Notice provided to you will be deemed given 24 hours after posting to the Platform or sending via e-mail.

Additional Terms

If any provision of these Terms is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent, and the remaining provisions will remain in full force. The parties are independent parties, not agents or employees of the other.

State Specific Notifications

FOR CALIFORNIA RESIDENTS. You or your legal representative retains the option to withhold or withdraw consent to receive health care services via the Platform at any time without affecting your right to future care or treatment. All existing confidentiality protections apply. Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.

FOR FLORIDA RESIDENTS. Each Provider's hours are variable. To access a Provider's in-office schedule, go to that Provider's login page where the Provider's in-office hours are posted.

FOR GEORGIA RESIDENTS. The patient has the right to file a grievance with the Georgia Composite Medical Board concerning the healthcare provider, staff, office, and treatment received. The patient should either call the Board with such a complaint or send a written complaint to the Board.

FOR INDIANA RESIDENTS. Unless your Provider specifically disclosed otherwise, Providers do not have any financial interest in any information, products, or services offered through Company. You expressly consent to Providers forwarding your patient identifiable information to Company's designee.

FOR KANSAS RESIDENTS. It is unlawful for any person who is not licensed under the Kansas Healing Arts Act to open or maintain an office for the practice of the healing arts in Kansas.

FOR LOUISIANA RESIDENTS. The relationship between you and the Provider is supplemental and is not intended to replace the relationship between you and other providers. Your primary care healthcare provider is responsible for your overall health care management.

FOR MARYLAND RESIDENTS. We verify your identification through the assignment and use of a unique username and password combination. Access to Company data is restricted through the use of unique usernames and passwords.

FOR MASSACHUSETTS RESIDENTS. Written notice of patients' rights can be found on the Company Website.

FOR OKLAHOMA RESIDENTS. You always retain the option to withhold or withdraw consent from obtaining health care services via Company. Patient access to all medical information transmitted during a telemedicine interaction is guaranteed by the provider and copies are available at stated costs.

If you have any questions or would like further information about this Notice, please contact us at help@myusadr.com or call us 954-610-8585.

INFORMED CONSENT, LIABILITY WAIVER, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT FOR TELEHEALTH PRESCRIPTION (INCLUDING EXTENDED/ONGOING SUPPLY) TO INTERNATIONAL/ USA PATIENT – MEDICATION – LIMITED HUMANITARIAN ACCESS SERVICE

By submitting the Telehealth Consultation/Record Review request form, I, the undersigned patient (or legal guardian or person filling form on behalf of the designated person on prescription), acknowledge and agree to the following:

1. Nature of Telehealth Services

This is a ****limited telehealth service**** delivered via video, audio, secure messaging, or record review. ****No in-person physical examination occurs.**** The physician relies on my self-reported history, symptoms, provided records, and communications to determine medical appropriateness for a short-term or bridge prescription ****only****.

2. ****No Physician-Patient Relationship Established**** – Limited Humanitarian Scope

****This consultation, record review, and any prescription issued do NOT establish a physician-patient relationship**** between me and the prescribing physician or the MyUSADr platform or any of its affiliates.

This service is provided ****solely on a humanitarian basis**** to facilitate temporary access to necessary non-controlled medications for patients in need when such medications are unavailable or inaccessible in their country. It is ****not**** intended to, and ****does not****, create any ongoing doctor-patient relationship, duty of ongoing care, or obligation for follow-up, monitoring, or management beyond the specific prescription(s) issued under this consent.

****Ultimate and primary responsibility for my entire medical care**—including ongoing treatment, monitoring, adjustments, emergencies, refills, and overall management—**remains exclusively with local healthcare providers in my country****. This telehealth service serves ****only as a temporary bridge or access mechanism**** and ****does not substitute for, replace, or supplement**** comprehensive local medical care.

3. Purpose and Duration of Prescription

- This may begin as a **short-term bridge** (e.g., 30 days) until local access is possible.
- If the medication remains unavailable locally (as confirmed by me at each visit), the physician **may** extend to longer supplies (e.g., up to 90 days) with **mandatory monthly televisits** for reassessment, symptom monitoring, adherence checks, side effect evaluation, and confirmation of continued medical necessity.
- Extensions are **discretionary, not automatic**, and require my attendance at televisits, stable reported condition, no emerging risks, and no viable local alternatives.
- Given the **limited nature of this service** and **absence of a physician-patient relationship**, **no indefinite or long-term care** is provided; I agree to pursue and transition to local providers when feasible and notify the physician immediately if local options become available.

4. International/Overseas Specific Risks and Responsibilities

- The medication may be unavailable, unapproved, or regulated differently in my country. **I am solely responsible** for all compliance with local importation, customs, purchase, possession, and use laws. The physician and platform **assume no responsibility** for customs delays, seizures, pharmacy access, or legal issues abroad.
- I have explored local alternatives and **confirm they are unavailable or unsuitable**.
- Risks include side effects, drug interactions (with local medications/conditions), allergic reactions, disease progression without local exams/labs, and limited immediate support.
- **Emergency Limitation**: **This service is not for emergencies**, acute exacerbations, or conditions needing immediate in-person care. For any adverse event, worsening symptoms, emergency, or urgent need, **I will immediately contact local emergency services** (e.g., my country's equivalent of 911) or seek local medical attention. **I will not rely** on this physician or platform for real-time crisis intervention or acute management.

5. Monitoring and Follow-Up Requirements

- I agree to participate in **monthly televisits** (or as directed) to report symptoms, adherence, side effects, and any changes.
- I will obtain recommended local labs/tests if feasible and share results promptly.
- **Failure to attend televisits or provide updates may result in no further prescriptions**.

6. Technical and Transmission Risks

Telehealth uses electronic transmission over the internet/networks, which may involve interruptions, delays, poor quality, data corruption, breaches, or failures despite safeguards. **I hold harmless and release** the Released Parties (defined below)

from any Claims arising from technical issues, lost data, connection problems, dropped sessions, or international network limitations.

7. Risks of Telehealth and Limitations

Telehealth has inherent limits: ****no physical exam****, potential incomplete information, technical disruptions, and privacy/security risks (despite HIPAA-equivalent protections). I understand these and ****release the Released Parties from related liability****.

8. No Guarantees or Warranties

****There is no warranty****—express or implied—regarding diagnosis, treatment outcome, safety, efficacy, absence of complications, or resolution of my condition. Care is provided in good faith based on available information.

9. Indemnification, Defense, Release, and Hold Harmless

To the fullest extent permitted by law, I agree to ****indemnify, defend**** (with counsel acceptable to the Released Parties), and ****hold harmless**** the **prescribing physician, MyUSADr., US Expert Medical Opinion, My Vitality, and their affiliates, officers, directors, employees, agents, contractors, successors, assigns, and representatives** (the “Released Parties”) from and against any and all claims, demands, actions, liabilities, damages, losses, costs, expenses (including reasonable attorneys’ fees and court costs), judgments, or penalties (collectively, “Claims”), whether known or unknown, arising from or related to:

- My use or misuse of telehealth services or any prescription;
- Adverse effects, injuries, complications, or worsening condition from the medication;
- Importation, customs, local laws, access, or use issues in my country;
- My failure to attend televisits, seek local/emergency care, obtain tests, or accurately disclose history, medications, allergies, symptoms, or location;
- Technical failures, data issues, or telehealth limitations;
- Delays or failures in local care;
- My breach of this agreement; or
- Any related act or omission in this overseas prescribing relationship.

This obligation ****survives**** termination of services or this agreement and applies even for alleged negligence (except to the extent finally determined by a court to result solely from gross negligence or willful misconduct of a Released Party).

I further ****release, waive, discharge****, and covenant ****not to sue**** the Released Parties for any such Claims.

10. Patient Affirmations

- I have **fully and accurately disclosed** my medical history, current medications, allergies, and location.
- I confirm I am physically in [Patient's Country] during this consent and all interactions; **I will notify immediately** of any location change.
- The physician is licensed in [Your State/Jurisdiction, USA]; care follows U.S. standards, which may differ from my local laws.
- This is **not** for illegal/improper purposes.
- All questions have been answered; I understand risks, benefits, alternatives (including no treatment or local care), **the limited humanitarian nature of this service**, **that no physician-patient relationship is established** with the prescribing physician or MyUSADr, and **that primary and ongoing care responsibility lies exclusively with local providers**. I **voluntarily consent** and accept this waiver.

11. Dispute Resolution and Venue

Any dispute, claim, or controversy arising out of or relating to this agreement, the telehealth services, or any prescription issued—including but not limited to claims of negligence, malpractice, breach of duty, or any other cause of action—**shall be resolved exclusively** in the state or federal courts located in **Broward County, Florida**. The parties irrevocably submit to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum or improper venue. This provision is **mandatory and exclusive**.

Extension/Re-Consent: This covers initial and potential extensions but requires **review/re-signature every 3–6 months** (or sooner for changes) to confirm ongoing understanding and necessity.

Right to Withdraw/Terminate: I may withdraw consent anytime before prescription issuance. The physician may discontinue if risks outweigh benefits, I miss visits, local care emerges, or other concerns arise.

Severability: If any provision is invalid/unenforceable, remaining provisions remain effective.

Survival: Indemnification, release, hold harmless, and waiver **survive** termination, withdrawal, or expiration.

Governing Law: Governed by laws of the physician's licensing jurisdiction. Disputes resolved **exclusively** as set forth in Section 11.

I have read this entire document, understand it fully, and agree voluntarily.

PRIVACY POLICY

Introduction

US Expert Medical Opinion, Inc. Respect your Privacy!

Company is committed to respecting the privacy rights of our customers, visitors, and other users of the Services provided via the Company websites (collectively, "Website" or "Platform"). The term Website refers to services located at <https://myusadr.com>, <https://usexpertmedicalopinio.com>, and <https://myusavitality.com>, and all affiliated websites. This Privacy Policy is only applicable to the Website, and not to any other websites that you may be able to access. Your use of the Website is governed by this Privacy Policy and the Terms of Use.

We strive to protect your personal information by following generally accepted industry standards both during transmission and once received. We make **good faith efforts to comply with data protection laws, including GDPR**. Sensitive information entered on our Website is encrypted using **secure socket layer technology (SSL)** during transmission. However, you should understand that **perfect security on the internet is impossible**. If Company becomes aware that your Personal Information has been disclosed in a manner not in accordance with this Privacy Policy, we will use reasonable efforts to notify you of the nature and extent of the disclosure as soon as reasonably possible and as permitted by law.

Notice of Privacy Practices

This section describes how medical information about you, hereafter referred to as Protected Health Information (PHI), may be used and disclosed and how you can get access to this information. This Notice describes the privacy rights you have and how you can exercise those rights.

Information Collected We automatically track and collect **Traffic Data** when you visit our Website, which includes IP addresses, domain servers, types of computers and web browsers used, referring sources, and other information associated with the interaction of your browser and the Website.

To access certain areas of the Website, we may require you to provide **Personal Information**, including:

- **Contact Data:** such as your email address, phone number, and login password.
- **Demographic Data:** such as your gender, date of birth, and zip code.
- **Insurance Data:** such as your insurance carrier and insurance plan.

- **Medical Data:** such as previous Providers (doctors and dentists) visited, reason for visit, date of visit, and other medical information you choose to share with us.

Interactive and Installed Tools We collect other information, some of which may be Personal Information, that you voluntarily provide when using the Website's Interactive Tools and services, such as searching for Providers and appointments. Installed Tools (software downloaded to your computer) may collect and transmit information related to their use for providing relevant Services.

Cookies "Cookies" are small computer files that contain information like user ID and user preferences. We generally use cookies to customize your experience and store your password. Disabling cookies may limit access to certain Website features.

Information Provided on Behalf of Children and COPPA Company **does not collect information from children under the age of 13** in accordance with COPPA. Children under 13 are prohibited from using the Website. A parent or legal guardian may use the Site on behalf of a minor child, and any information provided will be treated as Personal Information.

Company Use of Your Information We may use your Contact Data to send you information about Company or our Services, to contact you when necessary (e.g., appointment reminders), and in conjunction with Interactive Tools. You agree that Company may use Personal Information to allow your healthcare providers (or doctors) to make appointments with other providers on your behalf through the Services.

Sharing of Information We share certain categories of information in specific ways:

- Demographic Data may be shared with advertisers and third parties on an **aggregate (non-personally-identifiable) basis**.
- Contact Data, Demographic Data, Insurance Data, and Medical Data may be shared with **Providers you choose** on our Website.
- Personal Information and Traffic Data are shared with **business partners** who perform core services (e.g., hosting, billing, data storage, security). These partners are bound by confidentiality standards and will only use your information to carry out their business obligations to the Company and provide your requested medical care.
- Information about you may be transferred to another company during a merger, sale, or acquisition, with reasonable efforts to notify you beforehand.
- **Company does not share, sell, rent, or trade your Personal Information with any third parties for their promotional purposes.**

User Choice You may choose not to provide us with any Personal Information, though this may limit your access to portions of the Website. You have the right to request copies of available Personal Information on record and request to have it erased from the system. Requests can be directed to the Data Protection Officer electronically or by mail.

Confidentiality and Security Except as provided in this Privacy Policy, we will keep your Personal Information private and will not share it with third parties, unless we believe disclosure is necessary to: (1) comply with a court order or legal process; (2) protect the rights, property, or safety of Company or another party; (3) enforce our Terms of Use; or (4) respond to claims that content violates third-party rights.

Healthcare providers (or Physicians) Healthcare providers, their employees, and agents should be aware of their obligations of patient confidentiality, including under HIPAA. Company does not accept any obligations of confidentiality with respect to communications other than those expressly stated in this Privacy Policy and these Terms of Use.

Public Information Any information you reveal in a review posting or other online discussion or forum is intentionally open to the public and is not private.

Lost or Stolen Information You must promptly notify us if your Contact Data is lost, stolen, or used without permission. In such an event, we will remove that Contact Data from your account and update our records accordingly.

Updates and Changes to Privacy Policy We reserve the right, at any time, to add to, change, update, or modify this Privacy Policy. These changes would be binding to you by using our website.

Controlling Your Personal Information As a registered user, you can modify some of the Personal Information in your profile or change your username by logging in and accessing your account. Upon your request, Company will use commercially reasonable efforts to delete your account and Personal Information; however, some residual information may be retained.

Links to Other Websites The Website contains links to third-party websites to which Company has no affiliation. Company does not share your personal information with those websites and is not responsible for their privacy practices.

HIPAA & Privacy Policy Notice of Privacy Practices Your PHI may be used or disclosed for **Treatment Purposes** (by health care professionals, including obtaining PHI from previous providers); **Health Care Operations** (for business operations, quality

improvement, and evaluating staff performance); and by **Business Associates** (contracted associates who use PHI to provide and bill for services under agreements requiring privacy protection). PHI may also be used or disclosed for the **Patient Directory** (listing name, location, general condition, and religious affiliation, though you may object), **Notification of and Communication with Family** (to notify or assist in notifying family members or persons responsible for care), and **Fund-Raising** (contact information may be used unless you object in writing).

PHI may be used or disclosed **Without Consent** as required by law (e.g., for inmates, emergencies, averting serious threats, research, public health authorities, law enforcement, coroners, medical examiners, funeral directors, national security). You can revoke authorization for other purposes by submitting a written revocation.

Your Health Information Rights You have the right to:

- **Request a Restriction of Uses and Disclosures:** Must be a written request to our Privacy Officer, specifying information to restrict.
- **Request Confidential Communications:** Request in writing that we communicate with you about your PHI in a certain way or at a certain location (e.g., at work or by mail).
- **Inspect and Copy:** Request in writing to inspect and obtain a copy of your PHI (with some exceptions). Company must respond within 30 days (or 60 days if records are off-site).
- **Amend:** Request in writing to amend your PHI if you believe it is incorrect or incomplete, with supporting reasoning.
- **Receive an Accounting of Disclosures:** Request in writing an accounting of certain disclosures of your PHI for a specific time period (not greater than six years).
- **Receive a Paper Copy of this Notice.**
- **File a Complaint:** You have the right to file a written complaint directed to our Compliance Officer if you believe your privacy rights have been violated, without fear of retaliation.

Disclosure Statements

We intend to use and disclose PHI to contact you regarding appointments, provide alternative treatment information, and contact you regarding test results. We are required to follow the terms of this Notice, which we retain the right to revise retroactively or non-retroactively.

If you have any questions or would like further information about this Notice, please contact us at help@myusadr.com or call us 954-610-8585.

REFUND AND CANCELLATION POLICY

This Refund and Cancellation Policy outlines the terms governing cancellations and refund eligibility for services provided by **Company** through its Platform. Company reserves the right to modify the terms of this policy at any time.

Cancellations

Users are permitted to **cancel any active appointments for Services at any time.**

Refunds

Eligibility for a credit or refund for payments made is strictly subject to the following conditions:

- **Refunds can be issued anytime before submitting information for review to a healthcare provider (or physician).**
- **No refunds will be issued after submitting data for review or retrieving the report.**
- **If a user withdraws consent for any service after payment has been made and a review or any services have been provided, the user will remain responsible for the full amount, and no money will be refunded.**

Please note that the provision for a full refund for Telehealth appointments cancelled 6 hours prior to the appointment is no longer applicable.

We kindly encourage you to carefully review all details before submitting your form to avoid any inconvenience. If you have any questions or need further assistance regarding our refund policy, please reach out to us at [Contact Us](#).

Thank you for choosing us. We value your trust and look forward to serving you.