

Website Terms and Conditions of Use

WWW.HEXISMD.COM

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PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY SET FORTH IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT THE SERVICES.

YOU UNDERSTAND THAT BY ACCESSING OR USING THE SITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU MAY NOT USE THE SITE OR ANY SERVICES PROVIDED ON OR THROUGH THE SITE.

YOUR USE OF AND ACCESSING OF THIS SITE DOES NOT REPLACE YOUR RELATIONSHIP WITH ANY PHYSICIAN.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY. USE OF THE HEXISMD SITE IS INTENDED FOR LIMITED NON-EMERGENCY MEDICAL CONDITIONS.

1. Introduction:

These terms and conditions of use (“Terms of Use”) govern your use of our online interfaces and properties (e.g., websites and any mobile applications) owned and controlled by HexisMD, Inc. (collectively “HexisMD,” “We,” “Us,” or “Our”), including the www.hexismd.com website (collectively the “Site”).

ABOUT US: HexisMD is an online technology platform that serves to connect visitors seeking treatment for certain healthcare concerns or conditions with third-party professional medical organizations (“Medical Practice(s)”) that employ or engage licensed healthcare professionals (the “Medical Professional(s)”) to render healthcare telehealth examinations and services (the “Healthcare Services”), as well as with licensed pharmacy(s) based in the United States (“Pharmacy(s)”) to dispense any medically necessary prescribed medications.

While HexisMD is not itself a healthcare provider, the Site serves to facilitate the provision of healthcare services to users, which may include but not be limited to:

- Providing general information relating to certain healthcare conditions and available treatments;
- Providing non-medical administrative services on behalf of licensed Medical Practices and Pharmacy(s) that may render services to users, including the facilitation of communication between such parties and exchange of healthcare records, as well as collection of payment from users of the Site;
- Providing a secure platform for users of the site to connect with Medical Professionals for the receipt of telehealth services if the user is accepted to be seen by a Medical Practice

(collectively, the “Services”).

Your compliance with these Terms of Use is a condition to your use of the Site and access to the Services. If you do not agree to be bound by the Terms of Use, you are not authorized to access or otherwise use the Site, services or any information provided through the Site or Services so promptly exit this Site.

Please also consult the Site for a description of our privacy practices and policies (the “Privacy Policy”), including how we collect and handle your personal health information and financial information. The Privacy Policy is hereby incorporated into these Terms of Use by reference and constitutes a part of these Terms of Use. If you disagree with these Terms of Use, your sole and exclusive remedy is to discontinue your use of the Site

and/or Services. Your continued use after a change has been posted constitutes your acceptance of the changes so you should check the Terms of Use from time to time to determine if changes have been made.

2. Use of the Site: What HexisMD does and does not do.

HexisMD is NOT a Medical Practice, rather it exists to connect individuals directly with Medical Professionals.

HexisMD is not licensed to practice medicine and does not employ or engage any medical professionals to provide healthcare services. The Medical Professional(s) rendering Healthcare Services on behalf of the Medical Practice(s) through the HexisMD online platform are independent third parties that are solely responsible for the Healthcare Services that you may receive.

The Healthcare Services are currently provided by one of the following third-party medical practices East Coast Consulting, LLC and affiliates.

HexisMD is NOT a pharmacy. If the Healthcare Services result in a diagnosis and medically necessary prescription, it will be filled by one of the participating Pharmacy(s) or by a pharmacy of your choice.

Unless you inform us of a certain pharmacy you would like to use your prescription will be dispensed by one of the following third-party licensed Pharmacy(s) _My Community Pharmacy.

No Doctor-Patient Relationship Created By Virtue of Visiting the Site:

No individual is considered a patient of the Medical Practice(s) nor is any medical professional-patient relationship created merely by virtue of visiting the Site; an individual does not become a patient of the Medical Practice(s), nor is any medical professional-patient relationship created unless and until such individual and Medical Practice(s) agree to the same in writing.

Use of and/or accessing of the Site is in and of itself is not intended to provide diagnosis, treatment or medical advice and should NOT be used, relied upon, or replace any medical advice or prescription medical device recommended by your doctor.

3. Eligibility & Requirements for Use:

In order to qualify to use the Services, the following must be true:

- You are age 18 or over.
- You agree to be legally bound by and comply with these Terms of Use.
- You understand and agree that satisfying the above requirements does not guarantee that you will become a patient of the Medical Practices or receive any medications.
- You must reside in the United States of America in a state or jurisdiction in which the Medical Professional(s) are licensed to provide healthcare services, as well as that the Pharmacy(s) are licensed to dispense in. The Services are currently only available to users that are physically located in the following state(s): Florida. HexisMD is readily working to provide users in other states with access to the Services.
- You must agree that to provide true and correct information regarding yourself and your medical history.
- You must agree that any telehealth examinations and/or medications received will be charged to the user on a self-pay basis, and no claims shall be submitted directly or indirectly to any third-party payor or health insurance provider.
- You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Site. Fees and charges may apply to your use of the mobile services and to the Internet.

In addition to the above requirements, we reserve the right to change or include new requirements as deemed appropriate in our sole discretion without providing prior notice to you.

You will not use the Services or any Content in a manner prohibited by any applicable state, federal, international or local laws, rules, restrictions or regulations.

4. Telemedicine Consent:

HexisMD is a technology platform that allows users to access Medical Professionals through the use of telemedicine examinations and evaluations ("Telemedicine"). Telemedicine may consist of detailed online questionnaires, exchange of health records and/or photographic images, audio-only evaluations and/or two-way synchronous audio-video technology between yourself and a Medical Professional.

There are limitations of and possible risks inherent in the use of Telemedicine. Prior to receiving such a Telemedicine visit you will be required to sign a Telemedicine Consent form with the Medical Practice.

5. Your Information and Security:

To access or use the Services, you may be required to provide certain registration details or other information ("Your Information"). If you provide Your Information to us, then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and update Your Information if any of Your Information changes. Our collection, use and disclosure of Your Information are governed by these Terms of Use and the Privacy Policy.

If you are required to create a password to use certain portions of the Services, then it is your sole responsibility to maintain the security of that password. We will not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password by a third party. You will not allow any minor to use the Services via your registration or password. We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our sole opinion, you have violated any provision of these Terms of Use.

You agree to immediately notify HexisMD of any unauthorized use of your password, any unauthorized use of any account that you may have with us, any violation of these Terms of Use, or any other breach of security known to you in connection with any product or service available on or through HexisMD's Services.

6. Privacy Policy:

HexisMD understands the importance of confidentiality and privacy regarding your health information. Please see our Privacy Policy available on the Site for a description of how we may collect and use your personal information. The Privacy Policy and HexisMD's Notice of Privacy Practices are hereby incorporated into these Terms of Use by reference and constitute a part of these Terms of Use.

7. Relationship with HexisMD:

By accepting the Terms of Use, you agree and consent to HexisMD and its affiliates sending you disclosures, notices, messages, reports, and other communications. It is your responsibility to monitor these communications. You acknowledge and agree that you will not hold us or any 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 recommendations contained in these communications.

8. Access Rights and Prohibited Uses:

Subject to your compliance with these Terms of Use, we hereby grant to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Site in the United States and to use the Services solely for your personal and non-commercial use and only as permitted under these Terms of Use

and the Privacy Policy. No other right, title, or interest in or to the Sites is transferred to you, and all rights not expressly granted are reserved by HexisMD or its licensors. We reserve the right, in our sole discretion, to deny or suspend use of the Sites or Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (b) use the Sites or Services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Sites; (d) distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or our Sites, or any other system, device, or property; (e) access or use the Sites in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; (f) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Sites, Services or related materials in any way; (g) use or access the Sites to create or develop competing products or services or for any other purpose that is to HexisMD's detriment or commercial disadvantage; (h) take any action or use the Sites in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Sites or any content, in whole or in part; (i) disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Site or any computer network; (j) bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by HexisMD or any of our service providers to protect our Site; (k) remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Sites or any content made available to you on or through our Site; (l) use any manual process or automated device to monitor or copy any content made available on or through our Sites for any unauthorized purpose except as permitted by this section; (m) copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to HexisMD or third-party content from the Sites; (n) otherwise use the Site in any manner that exceeds the scope of use granted above; or (o) encourage or enable any other individual to do any of the foregoing.

HexisMD will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

9. Ownership of Information Submitted Via the Site:

With the exception of any personal data or information you submit maintained in accordance with our Privacy Policy (which may be governed by the Health Insurance Portability and Accountability Act of 1996, and its related regulations and amendments from time to time (collectively, "HIPAA") or related state-specific privacy laws and regulations), you understand and agree that any information you provide to HexisMD on or through the Site or Services, whether by direct entry, submission, email or otherwise, including, but not limited to, data, questions, comments, forum communications, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of HexisMD, affiliated Medical Professionals/Medical Practices, Pharmacy(s) and/or similar affiliated professional entities.

Such information may be used for any purpose, including, without limitation, reproduction, solicitation, disclosure, transmission, publication, broadcast, and posting. HexisMD shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to HexisMD via the Services or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information.

For any personal data or information subject to the foregoing exception, and to the extent permitted by law, you: (1) understand and agree that any such information provided by you may be used, copied or displayed by HexisMD, HexisMD may create derivative works of any such data in performance of their services; and (2) grant HexisMD, our service providers, our successors and assigns, and affiliated health care providers, and their

affiliated professional entities, the fully transferable and sublicensable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third parties any data or information you submit on or through the Site for the purposes of providing services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of HexisMD using such data.

10. Ownership of Site Content:

As between HexisMD and you, HexisMD is the sole and exclusive owner of all right, title and interest in and to the Site and their content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement and look and feel), other Content, and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you. You are not permitted to reproduce, publish, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the material on our Site except as generally and ordinarily permitted through the Site according to these Terms of Use. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Sites or Content shall be owned solely and exclusively by HexisMD or its licensors, including all intellectual property rights therein. You may not access or use for any commercial purposes any part of the Sites or Content.

11. Trademarks:

Certain names, logos, and other materials displayed in and through the Site may constitute trademarks, trade names, service marks or logos ("Marks") of HexisMD or its affiliates. You are not authorized to use any such Marks without the express written permission of HexisMD. Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates.

12. Links to Third Party Hyperlinks and Sites:

The Site may contain hyperlinks or references to other websites ("Linked Sites") operated by third parties. The Linked Sites may not be under our control, therefore, we are not responsible for the information, products or services described thereon, or for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Sites to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Sites.

You may have arrived to the Site through a Linked Site, including a Linked Site controlled by a parent, subsidiary or affiliate of HexisMD. You understand and agree that we are not responsible for the information, products or services described on those Linked Sites and only these Terms of Use will apply to your use of or access to the Sites.

13. Termination:

The Terms of Use will remain in full force and effect as long as you continue to access or use the Sites or Services. You may terminate the Terms of Use at any time by discontinuing use of the Sites. Your permission to use the Sites automatically terminates if you violate these Terms of Use.

HexisMD may terminate or suspend any of the rights granted by these Terms of Use and your access to and use of the Sites or Services with or without prior notice, for any reason, and at any time. The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Venue, Severability of Provisions; No Waiver; and Assignment.

Subject to applicable law, HexisMD reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Sites pursuant to its internal record retention and/or content destruction policies. After such termination, HexisMD will have no further obligation to provide the Services, except to the extent an affiliated professional entity is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical and professional obligations to you. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services in any way, and further agree that if you violate this restriction after such termination, you will indemnify and hold HexisMD harmless from any and all liability that HexisMD may incur therefore.

14. Disclaimer of Warranties:

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND ANY SERVICES ARE PROVIDED THROUGH THE SITES ON AN "AS IS" AND "AS AVAILABLE" BASIS. HEXISMD AND ANY ITS AFFILIATES, INCLUDING WITHOUT LIMITATION ALL AFFILIATED PROFESSIONAL ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "RELATED PERSONS") MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITES AND SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SITES OR SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE FULLEST EXTENT OF APPLICABLE LAW, NEITHER HEXISMD OR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR USEFULNESS OF THE SITE. FURTHERMORE, HEXISMD DOES NOT GUARANTEE THAT THE SITES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND HEXISMD DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SITES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION.

15. Limitation of Liability:

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT WILL HEXISMD, ITS RELATED PERSONS OR LICENSORS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SITE OR ANY SERVICES PROVIDED THROUGH THE SITE, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE. THIS IS TRUE EVEN IF HEXISMD OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

16. Indemnification:

You agree to defend, indemnify and hold HexisMD harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by HexisMD arising out of your breach of these Terms of Use or violation of applicable law, or access by anyone accessing the Site using your user ID and password.

17. Claims of Copyright Infringement:

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

The HexisMD respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), we will respond promptly to notices of alleged infringement that are reported to HexisMD at: customercare@hexismd.com.

Notices of Alleged Infringement for Content Made Available on the Site:

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

18. Governing Law; Dispute Resolution; Arbitration; Venue; Severability of Provisions:

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND HEXISMD TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HEXISMD.

These Terms of Use and your use of the Sites shall be governed by the laws of the State of Florida, without giving effect to the principles of conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any dispute arising under or relating in any way to these Terms of Use will be resolved exclusively by final and binding arbitration in Palm Beach County, Florida under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction. The parties agree that the courts located in Palm Beach County, Florida shall have exclusive personal jurisdiction, subject matter jurisdiction, and venue for any such claim.

All parts of these Terms of Use apply to the maximum extent permitted by law. HexisMD and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

19. Prohibition of Class and Representative Actions and Non-Individualized Relief:

YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING HEXISMD'S SERVICES, YOU CONSENT TO THESE RESTRICTIONS.

20. Force Majeure.

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

21. No Agency Relationship:

Neither these Terms of Use, nor any Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

22. Remedies:

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

23. Assignment:

You may not assign any of your rights under these Terms of Use, and any such attempt will be null and void. HexisMD and their affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms of Use if some or all of the business of HexisMD is transferred to another entity by way of merger, sale of its assets or otherwise.

24. Electronic Communications:

When you use the Service, access the Site, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed

electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

You agree to receive invitations, notifications, reminders and other communications from HexisMD (and any of its affiliates or agents) by email, text message (including any short message service), fax, phone or other method of communication. You agree and authorize HexisMD to make such communications through use of an automatic telephone dialing system and/or an artificial or prerecorded voice message system ("Automated Messages") at any of the contact information provided to HexisMD. You agree to immediately notify HexisMD if there are any changes to your mobile phone number or other contact information.

By using the Services, you acknowledge and understand that you may receive multiple messages per day, and that you are responsible for any message and data rates charged by your mobile carrier. These communications may not be secure (not encrypted). Unsecured communications pose a risk to the confidentiality and privacy of the information being sent because they might be intercepted by a third party. You can opt out of receiving Automated Messages at any time, including by contacting HexisMD or by replying "STOP" to an automated text message.

25. Right to Modify/Amendments: General:

HexisMD reserves the right to modify these Terms of Use at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. HexisMD may use Google Analytics or other third-party tracking service, which uses cookies to track non-personal identifiable information about our visitors to our main site in the aggregate to capture usage and volume statistics. HexisMD has no access to or control over these cookies. The companion Privacy Policy covers the use of cookies by HexisMD only and does not cover the use of cookies by any third-party. HexisMD reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between HexisMD and you pertaining to the subject matter hereof. In its sole discretion, HexisMD may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.