

## MyPrime Care Inc

### Terms of Use

**Introduction:** MyPrime Care Inc (“MyPrime Care,” “the Practice,” “us,” “our”) owns and operates the MyPrime Care website located at <http://www.myprimecare.org> (the “Website”). These MyPrime Care Terms of Use govern your access to the website an any future platform, as well as anything associated with it, including its content, any products, services or communications provided by MyPrime Care, and any affiliated website, software, or application owned or operated by MyPrime Care.

By accessing our using the MyPrime Care Inc website and its services, you agree to be bound by these Terms of Use. Your continued use of our site or services constitutes your acceptance of these terms , including any future modifications. If you do not agree with these Terms, you must discontinue your use of the site and services immediately.

**Eligibility:** By using the MyPrime Care Inc website, you represent and warrant that you are at least 18 years of age or the legal age of majority in your jurisdiction. If you are accessing the site on behalf of a minor, you acknowledge that you are their legal guardian or have the necessary authority to act on their behalf. You agree to comply with all applicable las and regulations in connection with your use of the website and services.

**Services:** The MyPrime Care website provides information and access to the services available to our members. These services include:

*Membership Benefits:* Detailed descriptions of the advantages of joining MyPrime Care, including access to primary care services, unlimited visits, no-rush appointments, and personalized healthcare.

*How It Works:* A clear explanation of how our membership-based healthcare model functions, including pricing, coverage, and what members can expect from the service.

*Member Portal Access:* Once enrolled, members will be able to securely access their personalized patient portal through the website. This portal allows members to view their health records, communicate with their healthcare provider, and manage their account.

*Schedule Visits:* Members can conveniently schedule appointments through the online portal, with options for same-day or next-day visits, depending on availability.

By using these services through the MyPrime Care website, you agree to abide by the terms outlined in this document. These services may be updated or modified periodically at MyPrime Care’s discretion.

**User Obligations:** By accessing or using the MyPrime Care website or services, you agree to the following obligations:

*Compliance with Laws and Regulations:* You agree to use the MyPrime Care website and services only in compliance with all applicable local, state, national, and international laws, regulations, and ordinances.

*Accurate and Up-to-Date Information:* You agree to provide accurate, current, and complete information during your use of the website, including during registration and when submitting any forms. You are responsible for maintaining the accuracy of the information you provide.

*Account Security:* If you create an account on the MyPrime Care website, you are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to notify us immediately if you become aware of any unauthorized access to or use of your account. MyPrime Care is not liable for any loss or damage arising from your failure to comply with this obligation.

*Prohibited Conduct:* You agree not to:

- Use the website for any unlawful or fraudulent purposes.
- Interfere with the operation of the website or the security of the services.
- Attempt to gain unauthorized access to any part of the website or any systems or networks related to the website.
- Upload, post, or transmit any content that contains viruses, malware, or other harmful components.
- Misrepresent your identity or affiliation with any person or entity.
- Engage in any activity that could harm, disable, or impair the functionality of the website.

*Respectful Use of Services:* You agree not to use the MyPrime Care website or services to harass, threaten, defame, or infringe upon the rights of any other person, including the privacy, intellectual property, or other proprietary rights of third parties.

*No Unauthorized Commercial Use:* You agree not to use the MyPrime Care website or services for any commercial purposes not expressly authorized by MyPrime Care, including selling, licensing, or exploiting any content from the website.

*Content Use Restrictions:* You acknowledge that all content made available through the website is for your personal use only, and you agree not to modify, reproduce, distribute,

sell, or create derivative works from any content unless expressly permitted by MyPrime Care or applicable law.

*Cooperation with Investigations:* You agree to cooperate fully with MyPrime Care in any investigation of potential misuse or abuse of the website or services, including providing any information necessary to assist with legal compliance or security measures.

Failure to comply with these obligations may result in the suspension or termination of your access to the MyPrime Care website or services, and MyPrime Care reserves the right to take any legal action necessary to address violations.

### **User-Generated Content**

By submitting, posting, or otherwise providing any content (such as comments, reviews, or other communications) to the MyPrime Care website or its related services, you agree to the following terms:

*Ownership of Content:* You retain ownership of any content you create and submit to the MyPrime Care website. However, by providing user-generated content, you grant MyPrime Care a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your content in connection with the operation of the website and services, including for marketing and promotional purposes.

*Responsibility for Content:* You are solely responsible for any content you submit, post, or share on the MyPrime Care website. You represent and warrant that:

- The content you submit is your original work, or you have the necessary rights, licenses, or permissions to post it.
- Your content does not infringe on the intellectual property, privacy, or any other rights of any third party.
- Your content complies with all applicable laws and does not contain any unlawful, threatening, defamatory, obscene, or otherwise objectionable material.

*No Endorsement or Affiliation:* User-generated content represents the opinions, views, or statements of the respective users and does not necessarily reflect the views of MyPrime Care. MyPrime Care does not endorse or verify the accuracy, completeness, or reliability of any user-generated content.

*Right to Remove or Moderate Content:* MyPrime Care reserves the right, but is not obligated, to monitor, edit, or remove any user-generated content that violates these Terms

of Use or is otherwise deemed inappropriate, in our sole discretion. MyPrime Care is not responsible for any failure or delay in removing such content.

*Prohibited Content:* You agree not to submit any content that:

- Is false, misleading, or fraudulent.
- Promotes illegal activity or violates any law or regulation.
- Contains viruses, malware, or other harmful software.
- Harasses, threatens, or abuses any individual or group.
- Is defamatory, obscene, offensive, or otherwise inappropriate.

*No Confidentiality:* Any content you submit to the MyPrime Care website is considered non-confidential. MyPrime Care is under no obligation to treat such content as confidential, except as required by applicable law or as outlined in our Privacy Policy.

*Feedback and Suggestions:* Any feedback, suggestions, or ideas you provide to MyPrime Care regarding the website or services are considered non-confidential and non-proprietary. By providing such feedback, you grant MyPrime Care the right to use and implement your suggestions for any purpose without compensation to you.

**Privacy Policy Reference:** MyPrime Care understands the importance of confidentiality and privacy regarding your information. Please see the MyPrime Care Privacy Statement (“**Privacy Statement**”) for a description of how we may collect, use and disclose your personal information.

Subject to your compliance with these Terms, MyPrime Care hereby grants to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Services solely for your personal and non-commercial use and only as permitted under these Terms. No other right, title, or interest in or to the Services or Services Content is transferred to you, and all rights not expressly granted are reserved by MyPrime Care or its licensors.

**Limitation of Liability:** To the fullest extent permitted by applicable law, MyPrime Care, its officers, directors, employees, agents, affiliates, licensors, and service providers (collectively, "MyPrime Care Parties") shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, loss of goodwill, business interruption, or other intangible losses, arising out of or related to your use of, or inability to use, the MyPrime Care website or services, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if MyPrime Care has been advised of the possibility of such damages.

In no event shall the total liability of the MyPrime Care Parties to you for all claims, damages, and causes of action exceed the amount you have paid, if any, to MyPrime Care for access to and use of the Services during the twelve (12) months preceding the event giving rise to liability. If you have not made any payments to the Practice, the total liability of the MyPrime Care Parties shall not exceed \$100.

The limitations set forth in this section shall apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not damages were foreseeable.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above exclusions and limitations may not apply to you. In such cases, the liability of MyPrime Care will be limited to the fullest extent permitted by applicable law.

**Dispute Resolution & Governing Law:** *Governing Law:* These Terms of Use and any disputes or claims arising out of or in connection with them shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. *Jurisdiction:* You agree that any legal action or proceeding arising out of or relating to these Terms of Use or your use of the website shall be brought exclusively in the state or federal courts located in Los Angeles County, California. By using this website, you hereby consent to the personal jurisdiction and venue of these courts and waive any objections based on jurisdiction or venue.

*Dispute Resolution:* Any dispute or claim arising out of or in connection with these Terms of Use, including any question regarding their existence, validity, or termination, shall first be attempted to be resolved through good faith negotiation between the parties. If the parties are unable to resolve the dispute through negotiation within 30 days, the dispute shall then be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration will take place in Los Angeles County, California, and the language of the arbitration will be English.

*Waiver of Class Actions:* You agree that any claims or disputes shall be conducted solely on an individual basis and not in a class, consolidated, or representative action. You further agree to waive your right to participate in any class action lawsuit, class-wide arbitration, or any other representative action, whether filed in court or arbitration.

*Limitation on Claims:* Any cause of action or claim you may have arising out of or relating to these Terms of Use must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action or claim is permanently barred.

**Termination:** MyPrime Care reserves the right to terminate your use of the Service, or any features or services, at any time and for any reason without prior notice. This may include,

but is not limited to, termination due to conduct that violates these Terms of Use, termination of our agreement with your Provider, or the discontinuation of the Service. Upon termination, you are required to destroy all Content obtained from the Service and any copies thereof. For clarity, this requirement does not apply to any of your personal medical information that you possess.

The provisions in these Terms of Use related to Service security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, indemnity, dispute resolution, jurisdictional issues, and any other provisions that by their nature should survive termination will remain in effect following termination.

If your use of the Service is terminated under these Terms of Use, you agree not to attempt to access or use the Service again under any name, real or assumed. Should you violate this restriction after termination, you agree to indemnify and hold harmless MyPrime Care and its affiliates from any and all liabilities that may result from such actions.

Except as otherwise provided in the Privacy Statement or as required by applicable law, we are under no obligation, either before or after the termination of your use of the Service, to return or provide to you, or any third party on your behalf, any Content, any information you provide to us, any information provided by your Providers about you, or any other information we may possess related to you.

**Notice of Changes:** We reserve the right to amend the Terms of Use and our Privacy Statement at our discretion and at any time. When we make changes to our Terms of Use and Privacy Statement, we will post the updated notice on the website and update the notice's effective date. Your continued use of our website following the posting of changes constitutes your acceptance of such changes.

**Indemnification:** You agree to indemnify, defend, and hold harmless MyPrime Care and its affiliates from and against any claims, damages, liabilities, and expenses arising out of or related to your user-generated content, including any claims of intellectual property infringement or violation of any third-party rights.

**Links to Third-Party Websites.** MyPrime Care website may contain links to third-party websites or resources for your convenience. These links are provided solely for informational purposes, and MyPrime Care does not endorse, control, or assume responsibility for the content, services, or privacy practices of any third-party websites. Accessing and using such links is at your own risk, and we encourage you to review the terms and privacy policies of any third-party sites you visit. MyPrime Care is not liable for any damages or losses incurred in connection with the use of third-party resources.

**Entire Agreement:** These Terms of Use, together with the Privacy Policy and any other legal notices or policies published by MyPrime Care on this website, constitute the entire agreement between you and MyPrime Care regarding your access to and use of the website and its services. This agreement supersedes all prior or contemporaneous communications, whether oral, written, or electronic, between you and MyPrime Care with respect to your use of the website. Any additional terms provided in connection with specific services offered by MyPrime Care are incorporated into these Terms of Use by reference.

**Contact Information:** If you have any questions or comments about this notice, please contact us at:

**Phone:**

**Email:** [contact@myprimecare.org](mailto:contact@myprimecare.org)

Please include “Terms of Use” in the subject line of your email.

If you require this Policy in an alternative format due to a disability, please contact us via the phone number or email provided above.