



Website Terms of Use

Effective Date: May 23, 2021

THE WEBSITE SERVICES ARE NOT FOR USE IN MEDICAL EMERGENCIES OR OTHER URGENT SITUATIONS. IF YOU THINK YOU MAY HAVE AN EMERGENCY, CALL 911 OR GO TO THE CLOSEST EMERGENCY ROOM IMMEDIATELY.

These Terms of Use (“Terms”) govern your access to and use of the website at www.psychiatricvirtualclinic.com (the “Website”) and the Website Services (defined in Section 1 below), provided by Psychiatric Virtual Clinic and on behalf of its wholly-owned subsidiaries and affiliates “Psychiatric Virtual Clinic”, “we”, “us” or “our), and constitute a binding legal agreement between you (“you”), as a user of the Website and the Website Services, and us.

Your access of the Website and/or use of the Website Services, is subject to and conditioned upon your agreement to these Terms, our Website Privacy Policy, and all applicable laws and regulations governing your access or use of the Website or the Website Services. **BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THESE TERMS.** Specific areas of the Website or particular aspects of the Website Services may be subject to and conditioned upon your compliance with additional terms and conditions, which will be presented to you prior to your access of those areas or access.

Services

The Psychiatric Virtual Clinic provides a technology platform via the Website that allows participating health care professionals (“Psychiatrists”) to offer internet-based video sessions to their Patients (“Patients”) and may from time to time provide certain related services, such as phone call-based sessions as needed.

The Website makes certain services available to its users, including, without limitation, the following services (collectively, the “Website Services”), as from time to time offered by the Website:

- (a) the facilitation of internet-based video communications between and among Patients and Psychiatrists; and
- (b) such other services as are from time to time described and/or offered on the Website.

Eligibility

In order to access the Website Services, a Patient must access a link provided by her Psychiatrist for each session and enter information on an interstitial page.

If you are accessing or using our Website Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

Electronic Communications

Visiting www.psychiatricvirtualclinic.com or sending emails to the Psychiatric Virtual Clinic constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Using Website Services

Each registered Psychiatrist is authorized to invite and use the Website Services for videoconferences with his or her Patients registered with the Psychiatric Virtual Clinic, and other persons, if any, authorized from time to time by Psychiatric Virtual Clinic and the patient. Use of the videoconference services by any other person or for any other purpose is prohibited.

You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing the Website Services.

Privacy; Security

The Psychiatric Virtual Clinic represents and warrants to Patient that Psychiatric Virtual Clinic possesses the capacity to comply, and that Psychiatric Virtual Clinic will continuously comply, where relevant, with the provisions of the "Health Insurance Portability and Accountability Act of 1996" ("HIPAA") and the "Health Information Technology and Clinical Health Act" ("HITECH") and all of the standards which are promulgated pursuant to such federal statutes, including the Electronic Transactions Standards, the Privacy Standards, the Security Standards, the Breach Notification Rule and all other standards or rules which may be prescribed by the Department of Health and Human Services subsequent to the effective date of this Agreement as being applicable to the relationship between the Parties created by this Agreement (collectively, "HIPAA"). The Psychiatric Virtual Clinic will promptly report to Patient any use or disclosure of any health information which is not permitted under HIPAA whenever the Psychiatric Virtual Clinic becomes aware of such improper use or disclosure. The Psychiatric Virtual Clinic, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by the Psychiatric Virtual Clinic, of a use or a disclosure of such health information in violation of HIPAA.

Appropriate Use of the Website

You agree to use the Website and the Website Services in accordance with all applicable local, state, national and foreign laws, treaties and regulations. Without limitation, you will not, directly or indirectly, do any of the following while using or accessing the Website Services:

- (a) use the Website Services to collect or store personal data about other users without their express permission, except that this prohibition will not restrict Psychiatrists from entering patient information for use in accordance with these Terms;
- (b) use or attempt to use another user's account without authorization from that user and the Psychiatric Virtual Clinic;

- (c) engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- (d) use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Website or Website Services or that could damage, disable, overburden or impair the functioning of our Website or Website Services in any manner;
- (e) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes” or any other form of solicitation;
- (f) circumvent, disable, or otherwise interfere with security-related features of the Website or features that prevent or restrict access to any party of our Website or Website Services;
- (g) attempt to probe, scan or test the vulnerability of any Psychiatric Virtual Clinic system or network or breach or impair or circumvent any security or authentication measures protecting the Website or the information of other users or attempt to use the Website to disseminate viruses or other computer code that may interrupt, destroy, limit the functionality of the Website Services, or interfere with the access of any other user to the Website Services;
- (h) attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the Website Services;
- (i) use our Website or Website Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Termination; Cancellation

We may change the Website, the Website Services, and the Psychiatric Virtual Clinic Website's Content (defined below) at any time. We may discontinue offering our Website Services or Website, and we may suspend or terminate your right to use our Website Services or Website at any time, in the event that you breach these Terms, for any other reason, or for no reason at all, in our sole discretion, and without prior notice to you.

Intellectual Property; Limited License

The Website and Website Services, and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein (collectively, the “Psychiatric Virtual Clinic Content”) are owned by or licensed to the Psychiatric Virtual Clinic and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, the Psychiatric Virtual Clinic and our licensors reserve all rights in and to our Website, Website Services and the Psychiatric Virtual Clinic Content.

Disclaimer of Warranties

YOUR USE OF THE WEBSITE, WEBSITE SERVICES AND OF THE PSYCHIATRIC VIRTUAL CLINIC'S WEBSITE CONTENT IS AT YOUR SOLE DISCRETION AND RISK. THE WEBSITE, WEBSITE SERVICES AND THE PSYCHIATRIC VIRTUAL CLINIC'S WEBSITE CONTENT, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND.

THE PSYCHIATRIC VIRTUAL CLINIC AND ITS LICENSORS AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE WEBSITE SERVICES AND THE PSYCHIATRIC VIRTUAL CLINIC'S WEBSITE CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

WE DO NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY OUR WEBSITE OR WEBSITE SERVICES.

WE MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT GUARANTEE, (A) THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE WEBSITE OR WEBSITE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY OF THE PSYCHIATRIC VIRTUAL CLINIC'S WEBSITE CONTENT OR ITS APPLICABILITY TO YOUR INDIVIDUAL CIRCUMSTANCES, OR (B) THAT THE WEBSITE OR WEBSITE SERVICES WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. OUR WEBSITE AND WEBSITE SERVICES AND THE PSYCHIATRIC VIRTUAL CLINIC'S WEBSITE CONTENT ARE DEVELOPED FOR USE IN THE UNITED STATES AND PSYCHIATRIC VIRTUAL CLINIC AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTY CONCERNING THE WEBSITE SERVICES OR SITE CONTENT WHEN THEY ARE USED IN ANY OTHER COUNTRY.

NO ADVICE OR INFORMATION PROVIDED TO YOU BY THE PSYCHIATRIC VIRTUAL CLINIC'S WEBSITE WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT PERMIT US TO EXCLUDE WARRANTIES IN THESE WAYS, SO IT IS POSSIBLE THAT THESE EXCLUSIONS WILL NOT APPLY TO OUR AGREEMENT WITH YOU. IN SUCH EVENT THE EXCLUSIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT WILL THE PSYCHIATRIC VIRTUAL CLINIC AND ITS LICENSORS, AFFILIATES, AND OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, (COLLECTIVELY, "PSYCHIATRIC VIRTUAL CLINIC PARTIES") BE LIABLE TO YOU FOR DAMAGES, INCLUDING WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, OR LOST PROFITS, WHETHER IN AN ACTION IN CONTRACT, TORT, WHETHER ONLINE OR OFFLINE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE SERVICES, THE WEBSITE, OR THE PSYCHIATRIC VIRTUAL CLINIC'S WEBSITE CONTENT.

SOME JURISDICTIONS DO NOT PERMIT US TO LIMIT OUR LIABILITY IN THESE WAYS, SO IT IS POSSIBLE THAT THESE LIMITATIONS WILL NOT APPLY TO OUR AGREEMENT WITH YOU. IN SUCH EVENT THE LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. FURTHERMORE, IF THERE IS AN EXISTING SERVICES AGREEMENT BETWEEN A PARTNER AND THE PSYCHIATRIC VIRTUAL CLINIC OR ANY OF ITS AFFILIATES, AND THE TERMS IN THE SERVICES AGREEMENT CONFLICT

WITH ANY TERMS SET FORTH HEREIN, THE TERMS OF THE EXISTING SERVICES AGREEMENT WOULD APPLY.

Indemnification

You will indemnify, defend, and hold harmless the Psychiatric Virtual Clinic Parties from and against any and all claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or relating to any of the following matters:

- (a) your access to or use of the Website Services, the Website, or the Psychiatric Virtual Clinic's Website Content;
- (b) your violation of any of the provisions of these Terms;
- (c) any activity related to your registration by you or any other person accessing the Website or Website Services through your account, including, without limitation, negligent or wrongful conduct;
- (d) your conduct in connection with our Website or Website Services; or
- (e) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right.

The Psychiatric Virtual Clinic reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Governing Law; Venue

THESE TERMS AND OUR RELATIONSHIP WITH YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF VERMONT, EXCLUDING ITS CHOICE OF LAWS RULES. YOU AND THE PSYCHIATRIC VIRTUAL CLINIC EACH IRREVOCABLY AGREES THAT ANY DISPUTE BETWEEN THE PARTIES THAT IS NOT SUBJECT TO ARBITRATION OR CANNOT BE HEARD IN SMALL CLAIMS COURT, SHALL BE RESOLVED EXCLUSIVELY IN THE U.S. DISTRICT COURT FOR THE DISTRICT OF VERMONT, OR THE STATE COURTS LOCATED IN RUTLAND COUNTY, VERMONT. YOU AND THE PSYCHIATRIC VIRTUAL CLINIC EACH IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS AND WAIVES ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION BY THESE COURTS AND TO THIS VENUE. NOTWITHSTANDING THE FOREGOING, HOWEVER, YOU AND THE PSYCHIATRIC VIRTUAL CLINIC AGREE THAT THE PSYCHIATRIC VIRTUAL CLINIC MAY COMMENCE AND MAINTAIN AN ACTION OR PROCEEDING SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF IN ANY COURT OF COMPETENT JURISDICTION. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

Miscellaneous

The Website may contain typographical errors or other inaccuracies and may not be complete or current. The Psychiatric Virtual Clinic reserves the right, but does not have the obligation, to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you. The Psychiatric Virtual Clinic may refuse to provide Website Services that are based on inaccurate or erroneous information on the Website, including, without limitation, incorrect or out-of-date information regarding pricing, payment terms, or for any other lawful reason.

We reserve the right to change our Terms at any time. Your continued use of our Website Services or the Website will constitute your agreement to the changes we have made. The last date these Terms were revised is set forth at the top of this document.

The failure by you or us to enforce any provision of the Terms will not constitute a waiver. If any court of law, having the jurisdiction to decide the matter, rules that any provision of the Terms is invalid or unenforceable, then the invalid or unenforceable provision will be removed from the Terms or reformed by the court and given effect so as to best accomplish the essential purpose of the invalid or unenforceable provision, and all of the other provisions of the Terms will continue to be valid and enforceable. Nothing contained in these Terms will limit the ability of a party to seek an injunction or other equitable relief without posting any bond. The titles of the Sections of these Terms are for convenience only and will have no legal or contractual effect.

Contacting Us

If you have any questions concerning our Terms, we encourage you to contact us at info@psychiatricvirtualclinic.com