

## **TELEMEDICINE WEB AND MOBILE TERMS & CONDITIONS OF USE**

PLEASE READ "TERMS & CONDITIONS OF USE" AGREEMENT CAREFULLY BEFORE USING THIS SERVICE OF FIRST MUTUAL CLINIC , on its own behalf and on behalf of its third party technology platform service provider Horizonview Technologies (Pvt) Ltd, Horizonview Technologies (Pvt) Ltd affiliates and/or wholly owned subsidiaries (hereinafter, collectively, "Third Party Provider") owns and operates various websites and mobile applications (collectively, the "Sites") that enable eligible individuals ("Members") to receive various types of health care information and Telemedicine services ("Services"). The Sites also have public portions that allow anyone to educate themselves on the Services available from FIRST MUTUAL CLINIC . FIRST MUTUAL CLINIC 'S SERVICES DO NOT INCLUDE THE PROVISION OF MEDICAL CARE DIRECTLY BY FIRST MUTUAL CLINIC . HOWEVER, SERVICES PROVIDED BY FIRST MUTUAL CLINIC INCLUDE FACILITATION BY MEMBERS TO ACCESS LICENSED PROVIDERS THAT AGREE TO CONSULT WITH PATIENTS (MEMBERS). ACCESS TO THESE CLINICAL PROVIDERS IS THROUGH FIRST MUTUAL CLINIC 'S THIRD-PARTY PROVIDER, WHICH IN TURN PROVIDES COMMUNICATIONS ACCESS TO CLINICAL PROVIDERS, LICENSED IN ZIMBABWE WHERE YOU, THE MEMBER, ARE PHYSICALLY LOCATED, AT THE TIME OF THE CONSULTATION. FIRST MUTUAL CLINIC ARRANGES FOR AND FACILITATES THE PROVISION OF MEDICAL CARE. THIS MEDICAL CARE AVAILABLE THROUGH USE OF THE SITES MAY BE PROVIDED BY A CLINICAL PROVIDER EMPLOYED BY FIRST MUTUAL CLINIC , AFFILIATED WITH FIRST MUTUAL CLINIC OR AFFILIATED WITH THE THIRD-PARTY PROVIDER, DEPENDING ON WHEN, WHERE AND THE PARTICULAR CIRCUMSTANCES IN EACH INSTANCE WHERE A MEMBER UTILIZES THE SERVICES.

### **OVERVIEW OF SERVICES**

Telemedicine services ("Services") involves the use of electronic communications to enable health care providers at sites remote from patients ("Members") to provide consultative services. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include live two-way audio and video and other materials (e.g., medical records, data from medical devices). The communications access provided by First Mutual Clinic through the Third-Party Provider will incorporate network and software security protocols to protect the confidentiality of patient information and will include reasonable measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. An encounter summary will be provided to the patient at the end of each encounter which may be kept for the patient's records and may be shared with other providers for treatment purposes or as otherwise permitted or required by law.

### **ANTICIPATED BENEFITS AND POSSIBLE RISKS**

Anticipated benefits for Members utilizing the Services include (1) improved access to medical care by enabling Members to remain at his or her home or office while consulting a clinician; and (2) improved efficiency for medical evaluation and management. As with any medical procedure, there are also potential risks for Members utilizing the Services. First Mutual Clinic believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following: (1) delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment; (2) security protocols could fail, causing a breach of privacy of personal medical information; and (3) lack of access to complete medical records may result in adverse drug interactions, or allergic reactions or other negative outcomes.

### **CONTENT ON THE SITES**

Other than information received directly by you, as a Member, from providers, the content on the Sites should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of

the content on the Sites represent or warrant that any particular medication or treatment is safe, appropriate, or effective for you. Without limitation, First Mutual Clinic does not recommend or endorse any specific tests, medications, products or procedures.

## **APPLICABILITY OF TERMS AND CONDITIONS**

These Web and Mobile Terms and Conditions of Use (“Terms and Conditions”) govern your use of the Sites. Use of any of the Sites constitutes your acceptance of these Terms and Conditions as well as acceptance of the Web and Mobile Privacy Policy. If you do not agree to these Terms and Conditions, you should immediately cease all use and access.

## **AGREEMENT TO TERMS AND CONDITIONS**

Your access and use of the Sites is subject to your agreement with these Terms and Conditions and the Web and Mobile Privacy Policy. By using the Sites, you expressly agree to the Terms and Conditions. If you do not agree with the Terms and Conditions or the Web and Mobile Privacy Policy, please do not use or access the Sites for any purpose. We recommend that you print a copy of these Terms and Conditions for your records.

## **MODIFICATIONS OF TERMS AND CONDITIONS**

First Mutual Clinic may in its sole discretion revise these Terms and Conditions at any time. Should these Terms and Conditions change materially, First Mutual Clinic will provide notification to you and all users by posting a notice regarding the updated Terms and Conditions on the Site(s). Any modifications to the Terms and Conditions will be effective as of their posting unless otherwise stated. By accessing or using the Sites after such modifications are posted, you agree and consent to any and all such modifications.

## **DISCLAIMER**

First Mutual Clinic provides the Sites “as is” and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, First Mutual Clinic disclaims all warranties, express or implied, but not limited to, implied warranties of merchantability and fitness for a particular purpose. First Mutual Clinic does not warrant that the Sites will be uninterrupted or error-free, that defects will be corrected or that the Sites or the server that it makes available are free of viruses or other harmful components. First Mutual Clinic will use reasonable efforts to keep the content timely and accurate, but makes no guarantees, and disclaims any implied warranty or representation about its accuracy, relevance, timeliness, completeness or appropriateness for a particular purpose. First Mutual Clinic assumes no liability arising from or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Sites. Note: The exclusion of implied warranties are subject to and may not be permitted by applicable laws. You, as a Registered User and/or Member, shall be solely and fully responsible for any damage to the Services or any computer system, any loss of data, or any improper use or disclosure of information on the Sites caused by you or any person using your user ID and password. First Mutual Clinic cannot and does not assume any responsibility for any loss, damages or liabilities arising from the failure of any telecommunications infrastructure, or the internet or for your misuse of any protected health information, advice, ideas, information, instructions or guidelines accessed through use of the Services.

## **REGISTRATION AND ACCESS TO SECURE PORTAL(S)**

Some of the Sites and/or portions of the Sites are only available to Members, require Member registration and login, and are password protected (individuals meeting the above-listed criteria herein referred to as “Registered Users”).

You may access and use the Sites and their Secure Portals via remote access connectivity. First Mutual Clinic grants access via a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the Sites in accordance with these Terms and Conditions. The password protected portions of the Sites are referred to as the Secure Portals. These Sites permit access to Services. Registered Users can access their protected health information (“PHI”), whether submitted by the Registered User or generated as a result of their use of the Services. Note: A complete description of the purposes for which First Mutual Clinic uses and discloses any PHI collected from Members – including PHI within the Secure Portals – is described in further detail by the Notice of Privacy Practices and any other applicable notices provided to Members.

## **EMAIL ADDRESS AND TELEPHONE/MOBILE NUMBERS**

Registered Users will need to provide First Mutual Clinic with an email address and contact mobile number. We will send important updates to this email address and/or contact mobile number about the Sites as well as notifications when information and documents are added that Members need to be aware of, such as forms and consultation appointments. First Mutual Clinic will also use this email address and/or contact mobile number to communicate general information about the Services available. Registered Users will be able to opt out of receiving communication in some instances and First Mutual Clinic will not share email addresses and/or contact mobile number with third parties.

## **REGISTERED USER RESPONSIBILITIES**

Registered Users are responsible for (1) controlling the dissemination and use of activation codes/passwords; (2) authorizing, monitoring and controlling access to and/or use of their user ID and password(s); and (3) promptly informing First Mutual Clinic of any need to deactivate a password. Registered Users are exclusively responsible for controlling who has access to their user ID and password(s) and would therefore be responsible if there is any unauthorized access to their medical information via use of their user ID and/or password(s). In the event that you believe your password has been compromised, you may change and/or deactivate it at any time. First Mutual Clinic will utilize certain security measures within the scope of the Services such as verification of identity through the use of specific activation codes. However, once you access your medical information through the Sites, you are solely responsible for maintaining the security of such information on your end as well as the information required to access such information (i.e., your password). First Mutual Clinic explicitly disclaims liability for any and all losses and damages arising from your failure to comply with your responsibilities as a Registered User.

## **ACCURATE AND COMPLETE MEDICAL HISTORY**

The Services do not replace your existing primary care physician relationship – they are only intended to supplement that relationship for non-emergent medical needs. First Mutual Clinic is not an insurance provider nor do we provide prescription fulfillment services. You agree that your medical history on the Secure Portals will have the most up to date and accurate information, which is paramount to First Mutual Clinic’s ability to provide you with quality Services.

## **REGISTERED USER REPRESENTATION AND WARRANTIES**

By registering on the Secure Portals, you represent and warrant that (1) you are at least eighteen (18) years of age; (2) that you have the legal ability and authority to enter into this Agreement with First Mutual Clinic ; (3) that the information you have provided to First Mutual Clinic in your registration is accurate and complete; (4) that you will comply with any and all laws applicable to your use of the Secure Portals; (5) that you will not interfere with a third party’s use and enjoyment of the Secure Portals; and (6) that you will not interfere with or disrupt and security measure taken by First Mutual Clinic or its vendors. If any information provided to First Mutual Clinic becomes inaccurate, incomplete or otherwise false/misleading, you will immediately notify First Mutual Clinic.

## **TERMINATION**

If a Registered User and/or Member violates these Terms and Conditions, their ability to utilize the Secure Portals will be terminated. First Mutual Clinic may, in its sole discretion, terminate your access to the Secure Portals, or any portion thereof, for any reason whatsoever without prior notice. These actions are in addition to any other right or remedy First Mutual Clinic may have available under the applicable laws. First Mutual Clinic shall not be liable to any Registered User and/or Member for any such termination or discontinuance.

## **SECURITY**

First Mutual Clinic, through its Third-Party Provider, has implemented a variety of commercially standard encryption and security technologies and procedures to protect the personal information of Registered Users/Members which is stored in its computer systems from unauthorized access. We also maintain standard physical and electronic procedural safeguards that limit access to your personal information to our employees (or people working on our behalf and under confidentiality agreements) who, through the course of standard business activities, need to access your personal information. First Mutual Clinic has delegated to its Third Party Provider the responsibility for ensuring the security of your credit card/cardholder data that may be stored, processed, or transmitted on your behalf, in the context of a Telemedicine visit and its third party technology platform provider will maintain all applicable PCI DSS requirements to the extent that it has access to, or otherwise stores, processes or transmits cardholder data.

## **PROHIBITED USES**

In using the Sites, you agree not to:

- Send or otherwise transmit to or through the Sites any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind;
- Send or otherwise transmit any material that could cause harm or delay to the Sites or computers of any kind nor any unsolicited advertising, solicitation or promotional materials;
- Misrepresent your identity or affiliation in any way;
- Restrict or inhibit any person from using the Sites, disclose personal information obtained from the Sites or collect information about the users of the Sites;
- Reverse engineer, disassemble or decompile any section or technology on the Sites, or attempt to do any of the foregoing;
- Gain unauthorized access to the Sites, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Sites;
- Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Sites in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Send or otherwise transmit to or through the Sites chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- Violate any applicable laws or regulations or these Terms and Conditions;
- Alter or modify any part of the Content or services offered on the Sites; or
- Assist or permit any persons in engaging in any of the activities described above.

## **INTELLECTUAL PROPERTY RIGHTS AND CONTENT**

All materials on the Sites, including the design, layout, and organization (collectively referred to as “Content”), are owned and copyrighted by First Mutual Clinic, its Third-Party Provider or its suppliers or vendors, and are protected by all applicable intellectual property laws. The Content contains trademarks, service marks, and registered trademarks of First Mutual Clinic, the Third-Party Provider and its licensors. All rights and title to the Content, trademarks and service marks herein remain with First Mutual Clinic, the Third-Party Provider or its licensors. You are authorized to view the site and Content. You are not authorized to alter, obscure, or remove any copyright or trademark notice present in the Content. All rights not expressly granted herein are reserved to First Mutual Clinic. You may not reproduce, duplicate, copy, sell, trade, resell, or exploit for commercial gain any portion of the Sites or the Content. You agree not to change or delete any copyright or proprietary notice from materials downloaded from this site or any site accessible through this site. You may not link to this site.

## **OPERATION AND RECORD RETENTION**

First Mutual Clinic and its Third-Party Provider reserves complete and sole discretion with respect to the operation of the Service. First Mutual Clinic, through its Third-Party Provider, may, among other things withdraw, suspend or discontinue any functionality or feature of the Service. Subject to applicable law, First Mutual Clinic reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Service pursuant to its internal record retention and/or destruction policies.

## **THIS SITE DOES NOT CONTAIN MARKETING & ADVERTISING**

First Mutual Clinic does not market, advertise, or provide commercial sponsorship for the products, goods, or services of any third party and has no financial arrangements with any third party to advertise, market, or provide commercial sponsorship of specific products, goods or services.

## **EXTERNAL LINKS**

The Sites may contain links to websites not controlled or affiliated with First Mutual Clinic. First Mutual Clinic and our Third-Party Provider are not responsible for the content of any linked site. Please note that when you click on any of these links, you are entering another web site for which we have no responsibility or control. The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites to which you may be bound, as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items. First Mutual Clinic disclaims any and all liability for any medical and health treatment information set forth on linked sites.

## **NO ENDORSEMENTS**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by First Mutual Clinic. Any views expressed by third parties on this Site are solely the views of such third party and First Mutual Clinic assumes no responsibility for the accuracy or veracity of any statement made by such third party.

## **ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between you and First Mutual Clinic as it relates to the access to and use of the Sites. The subject matter of these Terms and Conditions supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, that you may have with First Mutual Clinic .

## **ELECTRONIC DOCUMENTS**

This electronic document, and all other electronic documents referred to or incorporated herein, will be (a) deemed for all purposes to be a "writing" or "in writing"; and to comply with all statutory, contractual and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms and Conditions and any notice provided in electronic format shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **ASSIGNMENT**

These Terms and Conditions are personal to you, and are not assignable, transferable, or sub-licensable by you except with First Mutual Clinic 's prior written consent. First Mutual Clinic may assign, transfer or delegate any of its rights and obligations hereunder without your consent.

## **LANGUAGE**

English shall be the language of these Terms and Conditions and the parties waive any right to use and rely upon any other language or translations.

## **INTERNATIONAL USE**

The Services are designed for and intended for users in Zimbabwe. First Mutual Clinic makes no representation that the information and services provided on the Services are applicable to, appropriate for, or available to users in locations outside Zimbabwe. Accessing the Services from territories where the content is illegal is prohibited. If you choose to access the site from a location outside Zimbabwe, you do so on your own initiative and you are responsible for compliance with local laws.

## **INFORMATION DISCLOSURE**

First Mutual Clinic reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, including personally identifiable information, or to edit, refuse to allow or to remove any information or materials, in whole or in part, in First Mutual Clinic's sole discretion. Any disclosure of medical information, such as Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act ("HIPAA") or state medical information privacy laws, is subject to the restrictions and requirements of such laws. Providing Correct Personal Information. In the course of using the Sites, you may be required to enter certain information, including without limitation personal information (collectively, "Information"). You represent and warrant that you will provide First Mutual Clinic with full, true and correct Information, and to update such Information on the Sites promptly as reasonably necessary and as required by the Sites.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

You agree to defend, indemnify and hold First Mutual Clinic, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements (including without limitation reasonable attorney and accounting fees), resulting from or alleged to result from your violation of these Terms and Conditions. IN NO EVENT SHALL FIRST MUTUAL CLINIC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS WEBSITE OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. First Mutual Clinic is not liable to you or anyone else for any decision made or action taken based on use of the Sites.

### **PROHIBITED USE BY UNACCOMPANIED/UNSUPERVISED MINORS**

The Sites are not intended for the use by minors without a parent or legal guardian present. For the purposes of these Terms and Conditions, a minor is defined in Zimbabwe as a person who are under the age of eighteen years (18) old, unless they are the parent of a child, married, pregnant or legally emancipated. If you are a minor as defined by the laws of Zimbabwe and do not otherwise qualify under any of the above-listed exceptions, please do not use or access the Sites at any time or in any manner. By using the Sites, you affirm that you are over the age of 18 and/or otherwise legally permitted to make personal healthcare decisions as a minor. First Mutual Clinic does not seek through the Sites to gather personal information from or about persons who are legally considered a minor in Zimbabwe without the consent of a parent or guardian.

### **CHOICE OF LAW AND JURISDICTION**

These Terms and Conditions of Use are governed by the laws of Zimbabwe. If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect.

Thank you for utilizing First Mutual Clinic 's Telemedicine Services!