

PARTNERS HEALTHCARE ON DEMAND TERMS AND CONDITIONS

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1. Background

Partners HealthCare On Demand (“PHOD,” “we,” or “us”) is a patient-initiated, online service facilitated by Partners HealthCare System, Inc. (“Partners”) and provided by contracted physician groups or medical practices including Partners Community Physicians Organization, Inc. and Teladoc Physicians, PA (each a “Practice”) to address certain specified non-emergency health care concerns. The Practice clinician providing this service to you will not have the benefit of information that would be obtained by conducting an in-person exam of you and observing your physical condition in person. Therefore, the Practice clinician may not be aware of facts or information that could affect his or her opinion. In some cases, these facts may be critical to the opinion. *You hereby acknowledge that you are aware of this limitation and agree to assume the risk of this limitation.*

THE PLATFORM SHOULD NEVER BE USED FOR EMERGENT HEALTH CARE MATTERS. IF YOU ARE EXPERIENCING AN EMERGENT HEALTH MATTER OR OTHERWISE NEED IMMEDIATE ATTENTION, CALL 911.

These Terms and Conditions govern your use of the PHOD portal, online interfaces, and properties (e.g., websites) owned and controlled by Partners, including the ondemand.partners.org website (the “Site”) and the Practices’ professional medical services available to users through the Site (“PHOD Services”). Partners and Teladoc, Inc. (“Teladoc”) are the providers of certain administrative services to the Practices in connection with the PHOD Services and do not provide professional medical services through the Site. To use the Site and PHOD Services, you must agree to be bound by these Terms and Conditions. By clicking the “I Agree” button below, you are indicating that you agree to be bound by all of these terms. Please print and retain a copy of these Terms and Conditions.

Partners may, from time to time, change these Terms and Conditions. When the terms are changed, Partners will post the updated terms and require you to review and accept the new terms before you continue to use PHOD Services. Your continued use of the Site or PHOD Services after such changes become effective constitutes acceptance of the new terms. If you do not agree to such changed terms, or if at any time you no longer wish to otherwise abide by these Terms and Conditions, you should not access or use the Site or PHOD Services. The most current version of these Terms and Conditions can be accessed at any time by selecting the “PHOD Terms and Conditions” link.

Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages within the Site, including notices or terms specific to the Practice providing the PHOD Services to you.

PHOD Services do not replace your existing primary care physician relationship or any other relationship that you may have with any other healthcare professional. They are intended only to supplement such relationships for your non-emergency medical needs.

PHOD Services are only available to you if your insurer or employer has made arrangements with Partners to cover these Services. PHOD Services are not available to anyone under three (3) years of age.

PHOD Services are only available within the United States of America. If you are currently outside the United States of America, these Services are not available to you and you are prohibited from requesting them through the Site.

There is no guarantee that a prescription will be written in connection with PHOD Services. DEA controlled substances are not prescribed in connection with PHOD Services.

2. User Information; Representations

This Site is not intended to be used by anyone under eighteen (18) years of age. If you register for, purchase or use and PHOD Services, you represent that you are at least eighteen (18) years of age. You agree to fully, accurately and truthfully complete your registration profile and to fully and accurately complete any and all other items requested or required when you use this Site or the PHOD Services. Furthermore, if you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site (“User Information”), you agree not to provide any User Information that (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (c) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. All User Information that you submit is subject to our [Website Privacy Policy](#) and [Notice of Privacy Practices](#). You represent and warrant to Partners, the Practices, and Practice clinicians that you have the legal right and authorization to provide all User Information to Partners and the Practices for use as set forth herein and required by Partners and the Practices. You agree to defend, indemnify and hold Partners, the Practices, and Practice clinicians harmless from and against all third party claims, damages and expenses (including reasonable attorneys’ fees) against or incurred by Partners arising out of any User Information you upload to or transmit through the Site.

3. Electronic Medical Record

When you utilize the PHOD Services, an electronic medical record will be created by the provider and maintained by Partners in accordance with applicable state and federal law to facilitate and document the provision of the PHOD Services to you. Information you provide as part of the registration process and any information that you provide to the provider may become part of this electronic medical record.

4. Payment and Cost Sharing

There is no cost-sharing for AllWays Health Partners members with a commercial insurance plan during the duration of the COVID-19 crisis. Members will need to create a Partners HealthCare On Demand account using their AllWays Health Partners Member ID number. Your AllWays Member ID number can be found on your insurance card or at the member portal.

Cost to patients for care related to COVID-19: Virtual care visits for COVID-19 are available to established Partners HealthCare patients (ages 3+) in several states with no charge prior to the visit. It is our understanding that many insurers, including Medicare and MassHealth (the Medicaid program in Massachusetts), are waiving cost-sharing for virtual visit care from in-network providers; however, your cost-sharing will depend on your health plan type. If you have questions, please contact the Member Services Department of your health plan for specifics regarding your coverage.

Cost to patients for other urgent care services: Virtual care visits for other urgent care services are available to established Partners HealthCare patients (ages 3+) MA/ME/NH/RI with no charge prior to the visit. Your cost-sharing for these urgent care services will depend on your health plan type. If you have questions, please contact the Member Services Department of your health plan for specifics regarding your coverage.

Partners will work with your health plan to bill for any amount owed after your visit. By using Partners HealthCare On Demand, you agree to be financially responsible for payment for the services provided to you. If it is later determined that your insurance coverage changed or was not active on the day of your visit, or does not cover Partners HealthCare On Demand Services, you agree to be responsible for payment of the visit and you authorize Partners to charge you the cost of the service.

5. Ownership of The Site

All pages within this Site and any material made available for download are the property of Partners, the Practices, or their licensors or suppliers (including Teladoc), as applicable. The Site is protected by United States and international copyright and trademark laws. The contents of the Site, including without limitation files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site (“Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by Partners.

6. Electronic Communications

When you use any PHOD Service, or send e-mails 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.

7. Privacy

Access to and use of the Site and PHOD Services is also governed by the terms of the [Website Privacy Policy](#) and [Notice of Privacy Practices](#), copies of which is accessible via the above links and the terms of which are incorporated by reference in these Terms and Conditions.

8. Site Access, Security and Restrictions; Passwords

If you create an account for the Site, you agree to complete the registration process by providing current, complete, and accurate information as required by Partners. You are responsible for all activities that occur under your account. You are also responsible for accurately identifying the state in which you are located when you request PHOD Services through the Site. In the event access to the Site or a portion thereof is limited requiring a user ID and password (“Protected Areas”), you agree to access Protected Areas using only your assigned user ID and password. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by Partners at any time with or without cause. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to

probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms and Conditions or in violation of applicable law. If you are under 18, you may use the PHOD Services only with involvement of a parent or guardian.

9. License and Access

Subject to your compliance with these Terms and Conditions and your payment of any applicable fees, Partners or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the PHOD Services. This license does not include any resale or commercial use of any PHOD Service, or its contents; any collection and use of any service listings, descriptions, or prices; any derivative use of any PHOD Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms and Conditions or any PHOD Service Terms are reserved and retained by Partners or its licensors, suppliers, publishers, rightsholders, or other content providers. No PHOD Service, nor any part of any PHOD Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Partners. You may not misuse the PHOD Services. You may use the PHOD Services only as permitted by law. You may not use the PHOD Services for purposes other than intended, including communications unrelated to healthcare. The licenses granted by Partners terminate if you do not comply with these Terms and Conditions.

10. Accuracy and Integrity of Information

Although Partners attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Partners so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Partners shall have no responsibility or liability for information or Content posted to the Site from any non-Partners affiliated third party.

11. Links to Other Sites

The Site may contain links to third party websites for your information and convenience. Partners is not responsible for the availability, accuracy, or content of any such third party websites nor does it endorse them. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

12. Claims of Copyright Infringement

For a list of Partners' registered copyrights and how to report copyright infringement, [click here](#).

13. Disclaimer of Warranties

PARTNERS DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO

REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. PARTNERS DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. PARTNERS DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

14. Limitation of Liability Regarding Use of Site

PARTNERS AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

15. Dispute Resolution

This Site is controlled and operated by Partners from our location in Massachusetts, United States of America. By using this Site, you agree that the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws, will govern both these Terms and Conditions and any disputes that might arise between you and Partners, its affiliates and their trustees, officers, directors, employees, contractors, agents and clinicians. You expressly agree that exclusive jurisdiction for any dispute with Partners, its affiliates and their trustees, officers, directors, employees, contractors, agents and clinicians, shall be in federal or state court in Suffolk County, Massachusetts and you further agree and expressly consent to the exercise of personal jurisdiction by and in the courts of the Commonwealth of Massachusetts in connection with any claim involving Partners, its affiliates and their trustees, officers, directors, employees, contractors, agents and clinicians. Use of this Site or receipt of any PHOD Services is unauthorized in any jurisdiction that does not give effect to these Terms and Conditions.

16. Termination; General

Partners 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 and Conditions 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 and Conditions shall otherwise remain in full force and effect. These Terms and Conditions constitute the entire agreement between Partners and you pertaining to the subject hereof.

You understand and agree that telemedicine of the nature provided by the Practices on the Site involves the communication of your medical information, both orally and visually, to the physicians and other health care practitioners. You understand that you have the right to withhold or withdraw your consent to telemedicine at any time without affecting your right to future care or treatment and without risking the loss of your health coverage.

17. Informed Consent and Financial Responsibility

YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE INFORMATION IN THIS AGREEMENT REGARDING THE PHOD SERVICE. BY ACCEPTING THESE TERMS, YOU AGREE TO THIS AGREEMENT AND THE TERMS OF USE FOR THE PHOD SERVICE, GIVE YOUR INFORMED CONSENT TO PARTNERS TO FACILITATE AND THE PRACTICES TO PROVIDE THE SERVICE, AND ACCEPT FINANCIAL RESPONSIBILITY FOR ALL CHARGES INCURRED.