

WELLSPAN ONLINE URGENTCARE—PATIENT REGISTRATION AGREEMENT

Please read the following WellSpan Health Patient Registration Agreement (“**Agreement**”) carefully before deciding whether to register for access to the non-public portions of this WellSpan Health website (“**Portal**”) or register use of the WellSpan Health mobile app (“**App**”), which are both provided to you by WellSpan Health (“**COMPANY**”) for the benefit of WellSpan Medical Group Providers (each, a “**Provider**”). The Portal and App are collectively referred to below as the “**Platform**”. This Platform will permit you to request and access certain behavioral health and other medical consultation services (“**Services**”) as provided by the Providers, together with your identifiable health information whether submitted by you or generated as a result of your use of the Services (“**Health Information**”).

If you elect to use the App, the App is made available by COMPANY for the benefit of the Providers via the Apple App Store or Google Play. Use of the mobile app is further subject to the End User License Agreement made available with the App.

BY CLICKING “I AGREE” BELOW, YOU ARE COMPLETING YOUR REGISTRATION FOR ACCESS TO THE PLATFORM ON BEHALF OF YOURSELF OR THE INDIVIDUAL PATIENT FOR WHOM YOU ARE THE LEGAL REPRESENTATIVE AND YOU ARE AGREEING, TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH COMPANY. IF YOU DO NOT AGREE, YOU SHOULD CLICK “I DO NOT AGREE” AND YOU WILL NOT BE PERMITTED TO ACCESS THE PLATFORM AND COMPLETE YOUR REGISTRATION FOR THE ACCESS TO THE SERVICES.

MAKE SURE TO PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

1. No Medical Advice.

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

The Services do not replace your existing primary care physician relationship, but are intended only to supplement that relationship for your non-emergency medical needs. COMPANY is not an insurance provider nor are we a prescription fulfillment warehouse.

Services are not available outside the United States.

2. Solicitation to Request Access

Nothing on this Platform constitutes an "offer" on behalf of COMPANY or the Provider, but is rather an invitation for you to request to access the Services via the Platform. You will be required to submit certain information to COMPANY in order to complete your registration. This information includes certain personally identifiable information as well as your medical history. All information submitted to or collected by COMPANY, whether or not on behalf of the Providers, is set forth in our [Privacy Policy](#) and may also be subject to the Providers’ Notice of Privacy Practices.

COMPANY may require additional verifications or information before granting any request to access the Platform or Services.

All offers set forth on the Platform are void where prohibited.

Following our receipt of your completed registration request to access the Platform, COMPANY will send you electronic confirmation of your registration to the e-mail address you provide.

3. Consent and Agreement

Your use of the Platform is subject to the posting of any official terms or policies, including without limitation the [Privacy Policy](#).

4. User Names and Access

If your registration is confirmed by COMPANY, you will be provided with access to the Platform via a user name and password that you select during the registration process. You are responsible for all activity under any user name assigned to your account. You have the sole responsibility for ensuring the confidentiality of the user name and password for your account. You agree to immediately notify COMPANY of any unauthorized use of your account or any user name assigned to your account and any other breach of security of which you become aware.

5. Services

Subject to approval of your request for Platform access and your compliance with this Agreement, COMPANY grants to you a non-exclusive, non-transferable, limited license to access and use the Platform solely for your personal use.

We reserve the right to change, modify, suspend or discontinue any aspect of the Services available, or the Platform in its entirety, at any time without notice.

You acknowledge that you will be responsible for (i) obtaining and maintaining all computer hardware, software and communications equipment necessary to access the Platform, and (ii) paying all third-party telecommunications or other charges incurred by you while using the Platform, including any telecommunications data charges.

You will need to complete your medical history via the Platform before you will be able to access Services from the Providers. All such information is subject to our Privacy Policy {link} and, as set forth in the Privacy Policy {link}, will be shared with the Providers in order for the Providers to provide the Services.

THE HEALTH INFORMATION MADE AVAILABLE TO YOU ON THE PLATFORM IS YOUR IDENTIFIABLE HEALTH INFORMATION MAINTAINED IN YOUR ELECTRONIC HEALTH RECORDS MAINTAINED BY COMPANY ON BEHALF OF THE PROVIDER. YOU ACKNOWLEDGE THAT COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR THE HEALTH INFORMATION USED OR THE SERVICES PROVIDED BY THE PROVIDERS.

The Platform is only a venue for you to obtain access to the Health Information and Services. Prior to making a request for any Services, you will be required to review and agree to the Provider-specific Terms of Service {link} from the Provider. Your request to receive Services will not be processed unless and until the Provider has received confirmation of your agreement to the applicable Terms of Service. Neither COMPANY nor its vendors is a party to, nor is COMPANY or its vendors otherwise involved in, any transactions entered into between you and the Provider, even if such transaction occurs via this Platform. Furthermore, neither COMPANY nor its vendors will be liable for any dispute that arises between you and the Provider or any third party.

You may elect to provide access to your Health Information to your existing primary care physician. If you wish for COMPANY to send your Health Information to your primary care physician, insurance provider or any other third party, you will be required to complete a HIPAA Authorization {link} permitting us to transfer that information.

6. Proprietary Ownership

You acknowledge that the Platform and all content, and underlying technology, names, logos, text, audio, forms, documents, materials, data, video, graphics, charts, photographs, icons, and the design, selection, and arrangement of content in any medium on this Platform are the sole property of the Provider, COMPANY, or its vendors, as applicable, and are protected by copyright, trademark, service mark, trade secret, trade dress, patent and other intellectual property laws, as applicable. You acquire no right, title or interest in the Platform or Services, or any

copyrighted works, trademarks or any other intellectual property except the limited license to use the Platform granted in Section 4 above.

Any feedback, suggestions, solutions, improvements, corrections or other contributions you provide regarding the Services or Platform become the sole property of COMPANY and you agree to assign and hereby assign any and all such rights to COMPANY without charge. You further agree to take all acts reasonably requested by COMPANY to confirm COMPANY's ownership of such items.

Notwithstanding the above, certain portions of the Platform may permit and facilitate communications via the Platform between patients and Provider physicians, which will be kept confidential as required by law.

7. Prohibited Uses

Nothing in this Agreement may be construed as granting you any other right in the Platform outside of the limited license to access the Platform, Health Information, and Services. You may not otherwise use, reproduce, modify, mirror, transmit, display, make, offer to sell, sell, license, decompile, disassemble, reverse engineer, distribute, or create derivative works from the Platform or any part thereof, or any content or technology contained therein. You may not send unsolicited messages (e.g. spam) through the Platform, or post or submit information containing viruses, or any computer programs that result or may result in the damage, interference with or interception or expropriation of this Platform, or any related system, software, hardware, data or other information. You may not use any robot, spider or other automatic device or manual process to monitor or copy the Platform web pages or any content contained on or available through this Platform, including without limitation the Content.

You may not use the Platform (i) in an offensive manner towards any individual or person, (ii) for political purposes, (iii) to harm or exploit minors in any way, (iv) to post, submit or transmit unlawful, harmful, tortuous, defamatory, profane, libelous, hateful or otherwise offensive material, (v) in a racially, ethnically or otherwise impermissibly discriminating manner, (vi) to post or reference obscene, pornographic, indecent or illegal materials, (vii) to discuss, incite or otherwise solicit illegal activity, or (viii) in any manner that infringes upon the rights of any individual or other person, including, but not limited to intellectual property, publicity or privacy rights.

COMPANY may, but has no obligation to, access and review all information and data provided by you for compliance with the terms of this Agreement or otherwise as set forth in the applicable [Privacy Policy](#).

8. Cancellation and Termination

COMPANY reserves the right to terminate or suspend your access to and use of the Platform and access to the Services, in part or in whole, at any time in the event of (i) your breach or suspected breach of any of the provisions of this Agreement, including without limitation the [Privacy Policy](#) (ii) your use or misuse of the Platform or Services, for any activity or course of conduct that COMPANY deems to be unlawful or unethical, (iii) in the event COMPANY reasonably determines that such termination is necessary or proper, or (iv) COMPANY ceases providing the Platform or access to the Services.

9. No Liability

YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR OWN RISK. NEITHER COMPANY, THE PROVIDER NOR THEIR RESPECTIVE AFFILIATES, VENDORS, OR SUPPLIERS ARE RESPONSIBLE FOR ANY VIRUS OR DAMAGE TO YOUR COMPUTER, COMPUTER SOFTWARE, OR ANY LOSS OF DATA THAT MAY RESULT FROM USE OF THE PLATFORM.

IN NO EVENT WILL COMPANY, THE PROVIDER, OR ANY OF THEIR RESPECTIVE VENDORS, AFFILIATES, OFFICERS, MEMBERS, REPRESENTATIVES, SUPPLIERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OWNERS, OR AGENTS BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, DATA, INFORMATION, PROFITS, BUSINESS, REVENUE, EXPECTED SAVINGS OR BUSINESS INTERRUPTION, OR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE PLATFORM, (II) THE USE OR PERFORMANCE OF THIS PLATFORM OR ANY LINKED WEBSITE OR ANY CONTENT OR

OTHER MATERIAL OR INFORMATION OBTAINED THROUGH THIS PLATFORM, OR (iii) OTHERWISE ARISING OUT OF THE PLATFORM SERVICES OR THE USE OR THE INABILITY TO USE THIS PLATFORM, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY, THE PROVIDER, OR ANY OF THEIR RESPECTIVE VENDORS OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE OTHERWISE FORESEEABLE. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF SUCH DAMAGE IS TO DISCONTINUE YOUR ACCESS TO AND USE OF THE PLATFORM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY, THE PROVIDERS AND THEIR AFFILIATES AND VENDORS FOR ANY REASON EXCEED \$1,000.00 US DOLLARS, REGARDLESS OF WHETHER THE FOREGOING REMEDIES SHOULD FAIL OF THEIR ESSENTIAL PURPOSE.

THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW.

ALL SERVICES ARE PROVIDED BY THE PROVIDERS PURSUANT TO THEIR TERMS OF SERVICE {LINK} AND COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR THE PERFORMANCE OF THOSE SERVICES BY THE PROVIDERS.

10. No Warranty

THE PLATFORM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. COMPANY, THE PROVIDER, AND THEIR RESPECTIVE VENDORS AND AFFILIATES DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE PLATFORM, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. NONE OF COMPANY, THE PROVIDERS, OR THEIR RESPECTIVE VENDORS AND AFFILIATES MAKE ANY WARRANTY OR REPRESENTATION REGARDING (A) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM, (B) ANY MATERIAL, INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED FROM THE PLATFORM OR (C) THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE PLATFORM. None of COMPANY, the Providers, or their respective vendors or affiliates have any responsibility for the timeliness, deletion, mis-delivery or failure to store any user communication.

COMPANY provides the Platform to you through the Internet, which is subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. You recognize that problems with the Internet, including equipment, software and network failures, impairments or congestion or the configuration of your computer systems, may prevent, interrupt or delay your access to the Platform. None of COMPANY, the Providers, or their respective vendors or affiliates are liable for any delays, interruptions, suspensions or unavailability of the Platform, or any portion of the Platform, attributable to problems with the Internet or configuration of your computer systems. There is no warranty or guarantee that access or use of the Platform or access to Services will be uninterrupted or error-free.

No advice or information, whether oral or written, obtained by you from COMPANY, the Providers or their respective affiliates or vendors in any manner will create any warranty.

11. Your Representations and Warranties

By clicking "I Agree" below, you represent and warrant that (i) you are at least eighteen (18) years of age, (ii) you have the legal ability and authority to enter into this Agreement with COMPANY, (iii) the information you have provided to COMPANY in your registration application is accurate and complete (iv) you will comply with any and all laws applicable to your use of the Platform, (v) you will not interfere with a third party's use and enjoyment of the Platform, and (vi) you will not interfere with or disrupt COMPANY's, the Providers' or their vendor's security measures. If any information you provide to COMPANY becomes inaccurate, incomplete or otherwise false or misleading, you will immediately notify COMPANY.

12. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, THE PROVIDERS AND THEIR RESPECTIVE VENDORS, AFFILIATES, AND THEIR OFFICERS, MEMBERS, REPRESENTATIVES, DIRECTORS, EMPLOYEES, CONSULTANTS, OWNERS, SUPPLIERS AND AGENTS FROM ANY AND ALL LOSSES, EXPENSES, THIRD-PARTY CLAIMS, LIABILITIES, DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) ARISING FROM ANY PLATFORM ACTIVITY INVOLVING YOUR USER ID, YOUR VIOLATION OF THIS AGREEMENT, OR YOUR VIOLATION OF ANY APPLICABLE

LAW, INCLUDING WITHOUT LIMITATION ANY PRIVACY OR DATA SECURITY LAW OR REGULATION. NOTWITHSTANDING THE FOREGOING, COMPANY, THE PROVIDERS AND THEIR RESPECTIVE VENDORS RESERVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM SUBJECT TO YOUR INDEMNIFICATION OBLIGATION.

13. Interpretation and Disputes

This Agreement is governed by and interpreted under the laws of the State of Pennsylvania and the federal laws of the United States, without regard to conflicts of laws principles. This Agreement and access to the Website will be deemed to have been performed and occurred in the State of Pennsylvania and the courts of that State will have exclusive jurisdiction to entertain any action arising under this Agreement. You hereby irrevocably submit to the exclusive jurisdiction and venue of the courts of the State of Pennsylvania, the County of York and the _____ District of _____ as applicable, and waive any objections as to personal jurisdiction, venue and forum nonconveniens.

In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. Any cause of action or claim with respect to this Website must be commenced within one (1) year after the action or claim arises.

Any claim, dispute, or controversy arising from or relating to the Website or this Agreement will be resolved by neutral binding arbitration administered by the National Arbitration Forum ("NAF") under the Code of Procedure ("Code") of the NAF in effect at the time the claim is filed. Any such arbitration will take place in York County, Pennsylvania. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH INDIVIDUAL ARBITRATION. The decision of the arbitrator will be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1–16. Judgment upon the award may be entered in any court having jurisdiction.

Notwithstanding the foregoing, COMPANY may seek injunctive or equitable relief through a court of competent jurisdiction in the event of any misuse of its intellectual property or any misuse of its Website or systems, without the posting of a bond, proof of damages or other similar requirement.

Certain provisions, by their nature or as explicitly stated, will survive any termination or expiration of this Agreement. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition will be severable and shall not affect the validity and enforceability of any remaining condition.

Our electronically or otherwise properly stored copy of this Agreement will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of this Agreement in connection with any action or proceeding arising out of or relating to this Agreement. Any waiver of any portion of this Agreement will be effective only if in writing and signed by COMPANY.

14. Contacting Us

If you have any other questions or concerns regarding this Agreement, please contact us at: 1-855-549-2196

15. Entire Agreement

By clicking "I Agree", you hereby agree to the above Agreement, together with the [Privacy Policy](#) and the [Terms of Use](#). These documents constitute the entire agreement between you and COMPANY with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed

by COMPANY. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of COMPANY's successors, assigns and licensees. Print a copy of this Agreement for your records!

By clicking "I Agree," you affirmatively agree to be bound by this Agreement, including without limitation the Privacy Policy. If you do not agree to be bound by this Agreement, including without limitation the Privacy Policy, do not agree to this Agreement and you will not submit your request to access the Platform.