**MEND SERVICES TERMS OF USE**

Mend VIP, Inc. (“Mend”) provides technology services (the “Mend Services”) including telehealth technology services to assist healthcare providers in the delivery of healthcare services to patients. You may be given access to certain Mend Services at the request of your healthcare services provider (your “Provider”) for the purpose of helping you obtain healthcare services from your Provider. The Mend Services you use to interact with your Provider are provided by Mend pursuant to an agreement entered into between Mend and your Provider. In addition, your use of the Mend Services is subject to these terms of use (“Mend Services Terms of Use”). If you do not agree to these Mend Services Terms of Use, you will not be permitted to use the Mend Services.

**Mend Is Not a Healthcare Provider**

Mend is a technology company. Mend is not a healthcare provider. Mend is not affiliated with your Provider or any other healthcare provider. Mend does not provide any healthcare services, medical advice, diagnosis, treatment or endorsements or recommendations with respect to any healthcare providers, services, products or treatments.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

**Provider Invoicing and Payments**

The Mend Services may include the ability to receive invoices from your Provider and make payments. Mend is not a payments processor. Mend uses Authorize.Net® to process payments. (Authorize.net® is the trademark of Authorize.Net Corporation.) You consent to receive Provider invoices through the Mend Services and, if you elect to make payment of any Provider invoices through the Mend Services, to the processing of payments using Authorize.Net® or such other payments platform as may be used by Mend to process payments, subject to any additional terms and conditions specified by the payments platform or your Provider.

**Electronic Communications**

You consent to receive communications from Mend electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that Mend provides to you electronically satisfy any legal requirement that such notices and other communications be in writing.

If you provide your cell phone number and email address to Mend, you are agreeing to be contacted by or on behalf of Mend and your Provider using the email address and the telephone number provided, including text (SMS) messages to your cell phone and other wireless devices, and the use of an automatic telephone dialing system, artificial voice and prerecorded messages, for the purpose of enabling your Provider to provide and obtain payment for its services and Mend to provide the Mend Services. You may opt-out of receiving text (SMS) messages at any time by replying with the word STOP from the mobile device receiving the messages. You do not need to provide this consent in order to use the services of you Provider or the Mend Services. However, you acknowledge that opting out of receiving text (SMS) messages may impact your experience with the service(s) that rely on communications via text (SMS) messaging.

DATA FEES AND TEXT MESSAGING RATES MAY APPLY TO YOUR USE OF THE MEND SERVICES AND COMMUNICATIONS WITH MEND BASED ON YOUR PLAN WITH YOUR MOBILE PHONE CARRIER.

**Your Privacy; Data Security; Cookies**

When you use the Mend Services to interact with your Provider, the information you submit is subject to confidentiality obligations contained in the agreement between Mend and your Provider. All of the information you submit is used by Mend strictly in the manner authorized by your Provider and solely for the purpose of permitting you to interact with or make payment to your Provider. Please consult your Provider’s notice of privacy practices for a description of how Provider uses your health information. Please contact your Provider directly with any and all inquiries respecting your medical records, invoices issued by your Provider or payments made to your Provider.

Mend uses industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and security of information submitted to the Mend Services. These measures include encryption of information transmitted while using the Mend Services to interact with your Provider.

The Mend Services use cookies, web beacons, and other technologies to receive and store certain types of information whenever you interact with the Mend Services through your computer or mobile device. A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the site again, the cookie allows the site to recognize your browser. Cookies may store unique identifiers, user preferences and other information. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Mend Services may not function properly without cookies. The Mend Services use only those cookies Mend considers necessary to provide the Mend Services. Cookies for marketing and advertising purposes are not used in the Mend Services.

When you use Mend Services to make payments to you Provider, your payment information is submitted directly to the payments platform utilized by Mend. Neither Mend nor your Provider will collect or have access to your credit card information through the Mend Services. Authorize.Net® is Mend’s current payments platform, and any information provided in connection with payments processed by authorized.net in connection with the Mend Services will be subject to the [privacy policy](http://www.authorize.net/company/privacy/) applicable to Authorize.Net®.

**Ownership of Mend Services**

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**Access, Security and Restrictions**

You do not need to create an account with Mend in order to use the Mend Services to visit, provide information to or otherwise interact with your Provider. If you choose to create a Mend account, you are responsible for all activities that occur under your account. 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.

If you choose to use Mend Services without creating a Mend account or logging into your Mend account, you agree that your date of birth may be used, in conjunction with a unique link to the Mend Services, to grant access to the Mend Services and your information in the Mend Services. This method of accessing the Mend Services may be less secure than logging in with a Mend account ID and password, and you assume all additional risk associated with accessing the Mend Services in this manner.

You agree not to access or use, or to attempt to access or use, the Mend Services or any portion thereof without authorization, in a manner intended to interfere with the functioning or security of the Mend Services or in violation of the rights or any person or applicable law.

Your access to the Mend Services may be revoked by Mend or your Provider at any time with or without cause.

**Disclaimer of Warranties**

THE MEND SERVICES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE MEND SERVICES, ARE 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. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE MEND SERVICES.

**Limitation of Liability Regarding Use of Mend Services**

MEND IS NOT 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 MEND SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE MEND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEND SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF ANY HEALTHCARE PROVIDER OR OTHER THIRD PARTY USING MEND SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE MEND SERVICES IS TO STOP USING THE MEND SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF MEND TO YOU WITH RESPECT TO YOUR USE OF THE MEND SERVICES IS $500 (FIVE HUNDRED DOLLARS).

**Consent to Processing of Personal Data in United States**

Mend has its headquarters in the United States. Information Mend collects from you will be processed in the United States. The United States has not received an “adequacy” finding from the European Union under Article 45 of the GDPR. Mend limits the transfer of personal information from the European Economic Area (EEA) to specific situations set forth in Article 49 of the GDPR. Specifically, Mend collects and transfer your personal data to the U.S. only with your consent, to perform a contract with you, or to fulfill a compelling legitimate interest in a manner that does not outweigh your rights and freedoms. By providing personal information to Mend, you are consenting to its transfer, storage and use in the U.S.

**Dispute Resolution**

In the event of any dispute or claim relating to the Mend Services or these Mend Services Terms of Use, you agree to resolution of such dispute in the state or federal courts located in the state where the principal offices of your Provider are situated, in accordance with the laws of such state.

**Changes to The Mend Services Terms of Use**

The Mend Services Terms of Use may change from time to time. No changes to the Mend Services Terms of Use that reduce your privacy rights will be made without your consent in accordance with applicable law. Mend will provide you with notice of any changes to the Mend Services Terms of Use. If you do not agree with any changes to the Mend Services Terms of Use, you should discontinue using the Mend Services.

**Questions and How to Contact Mend**

If you have any questions, concerns, complaints or suggestions regarding the Mend Services or these Mend Services Terms of Use or otherwise need to contact us, please email us at BestService@MendFamily.com, call us at 800-490-2788, or contact us by US postal mail at the following address:

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