



## VIAROHEALTH.COM TERMS OF USE

These Terms of Use govern your use of the website located at viarohealth.com (the “Website”) and Viaro Professional Arts Limited and Viaro LLC (“Viaro”) and their affiliated brands (“ViaroCare”, “ViaroHealth”, “ViaroFit”, “ViaroTherapeutics”, and “ViaroMind”) collectively, “Viaro” or the “Companies”) and related services. The Website is a service for clients to manage their health using email, telephone and telecommunications-enabled care from physicians and other health care professionals employed by or contracted with Viaro (“Providers”). By using the Website you agree to be bound by these Terms of Use (this “Agreement”), whether or not you register as a patient, customer, or client of Viaro (“Consumer”).

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE USING THE WEBSITE OR IT SERVICE(S). USING THE WEBSITE OR SERVICES INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE SITE IS NOT INTENDED FOR USE IN A MEDICAL EMERGENCY OR IN CASE OF AN URGENT HEALTHCARE NEED.

### 1) Acceptance of Terms of Use Agreement.

- a) Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your use of the Services it provides. This Agreement may be modified by Viaro from time to time, and such modifications will be effective upon posting by Viaro on the Website. This Agreement incorporates by reference Viaro’s Notice of Privacy Practices and any notices regarding the Website or policies posted on the Website. By accessing the Website or becoming a Consumer, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.
- b) Format of Agreement. By accessing the Website or becoming a Consumer, you consent to have this Agreement provided to you in electronic form. You may request a non-electronic copy of this Agreement at any time. To receive a non-electronic copy of this Agreement, please send an e-mail to [info@viarohealth.com](mailto:info@viarohealth.com) or a letter and self-addressed stamped envelope to: Viaro Clinic, 333 Front St North, La Crosse, WI 54603  
Withdrawing Your Consent. You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form. To withdraw your consent, please send an email to [info@viarohealth.com](mailto:info@viarohealth.com) or a letter and self-addressed stamped envelope to: Viaro Clinic, 333 Front St North, La Crosse, WI 54603.
- c) Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password, and you will not have the right to use the Services unless, and until, we issue you a new username and password. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.

### 2) Eligibility and Acknowledgment. By using the Website, you acknowledge and agree that:

- a) the Service is provided at the sole discretion of the Providers;

- b) the Service is limited to diagnosis and treatment of those non-emergent medical condition appropriate for diagnosis and treatment using email, telephone and/or telecommunications;
  - c) accessing the Service from a state other than a state which Viaro operates is prohibited, and you confirm that you are physically located in a state which Viaro operates when you request to use the Service;
  - d) the Service may not be reimbursable by commercial insurers, managed care organizations, preferred provider organizations or other payors, but you may separately from Viaro seek reimbursement from any such payor for the cost of use of the Service
  - e) you are at least 18 years of age, or accompanied by a parent or guardian who can give informed consent on your behalf if you are under the age of 18 at the time of the consultation;  
and
  - f) if you are seeking services on behalf of a child, dependent or other person for whose medical care you are responsible, your approval of the terms of this Use Agreement will bind such other person to these terms.
- 3) Non-commercial Use. The Website may not be used in connection with any commercial endeavors without the expressed written authorization of Viaro. Illegal and/or unauthorized uses of the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive action. Use of the Website is with the permission of Viaro, which may be revoked at any time, for any reason, in Viaro's sole discretion.
- 4) Account Security. You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password.
- You agree to
- a) immediately notify Viaro of any unauthorized use of your username or password or any other breach of security related to your account,  
and
  - b) ensure that you exit from your account at the end of each session. Viaro will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling any auto-sign in feature if you have linked your Viaro account to any electronic mail service or other account.
- 5) Content on Viaro Website. Viaro Medical Clinic, Inc. owns and retains all proprietary rights on the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of Companies and their licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.
- 6) Prohibited Activities. Viaro reserves the right to investigate and terminate your access if you have misused the Service, or behaved in a way which could be regarded as inappropriate or engaged in conduct that is unlawful or illegal.
- The following is a partial list of the type of actions that you may not engage in with respect to the Service:
- You will not express or imply that any statements you make are endorsed by Viaro without our specific prior written consent.
  - You will not use any robot, spider, site

search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents. • You will not post, distribute, remove, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights. • You will not interfere with or disrupt the Service or the site or the servers or networks connected to the Service or the Website. • You will not post, email or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. • You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service. • You will not “frame” or “mirror” any part of the Service or the Website, without Viaro’s prior written authorization. You will not use meta tags or code or other devices containing any reference to Viaro or the Service or the site in order to direct any person to any other web site for any purpose. • You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or cause or enable others to do so.

- 7) Modifications to Service. Viaro reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Viaro shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
- 8) Copyright and Trademark. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. The trade names, trademarks, service marks, logos, and slogans contained on the Website are the trade names, trademarks, service marks, logos and slogans of the Companies and/or their subsidiaries and affiliates (each a “Mark” and collectively the “Marks”). You are not authorized to use any Mark in any advertisement, publicity or in any other commercial manner without our prior written consent. The trade names, trademarks, service marks, logos and slogans contained in the Website that are not our Marks are the trade names, trademarks, service marks, logos and slogans of their respective owners.
- 9) Privacy. Use of the Website and/or the Service is also governed by our Notice of Privacy Practices and privacy policy, copies of which may be found on our Website. You authorize Viaro to use and publish any comments you choose to share about the Service, including comments shared in patient satisfaction surveys, unless otherwise specified. Viaro will only publish comments using your first name. If you choose to share your protected health information over email, telephone, or video communications you acknowledge that such email, telephone or video communications may not be encrypted and/or may not be a secure method of communication, and you assume the risk of such unsecured communications.
- 10) Disclaimers Regarding the Service. You agree that your use of the service is at your own risk. You acknowledge that the site is not intended for use in a medical emergency or in case of an urgent healthcare need and you agree that you will seek care elsewhere in the event of a medical emergency or urgent healthcare need. The Service is not a replacement for your primary care physician or annual office check-ups. The Service is not an online pharmacy, and Providers do not prescribe elective medications, narcotic pain relievers, or drugs listed as controlled substances by the U.S. Drug Enforcement Agency. You agree that

any prescription obtained through the Service from a Provider will be used only for its intended use. Viaro does not guarantee that a specific medication will be prescribed if requested.

- 11) Disclaimers Regarding the Website. Viaro is not responsible for any incorrect or inaccurate content posted on the Website or in connection with the Service, whether caused by users of the Website, Consumers or by any of the equipment or programming associated with or utilized in the Service. Viaro is not responsible for the conduct, whether online or offline, of any user of the Website or Consumer of the Service. Viaro assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Consumer communications. Viaro is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof. Under no circumstances will Viaro or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any content posted on the Website or transmitted to Consumers, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Viaro expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Viaro cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Viaro makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website.

- 12) Links. This Website or Service or third parties may provide links to websites operated by third parties. These links are provided solely for convenience and reference purposes only. The inclusion of any such link does not imply that we endorse the content of any web site to which the Website provides a link, nor are we liable for your reliance on or use of any information or materials contained in them.
- 13) User Feedback You may be asked to provide feedback on your Viaro experience. This feedback is always optional and your choice. This feedback may be hosted and stored at a third-party site. You agree to not provide any personally identifiable information when providing feedback.
- 14) Limitation of Liability To the extent permitted by law, in no event will Viaro be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages arising from your use of the Website or the Service. Notwithstanding anything to the contrary contained herein, Viaro's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Viaro for the Service during the term of Consumership.
- 15) Indemnity by You. You agree to indemnify and hold Viaro, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of
- a) your use of the Website or the Service in violation of this Agreement,
  - b) your failure to comply with applicable laws and regulations;
- and/or

- c) your breach of this Agreement and/or any breach of your representations and warranties set forth above.

16) Arbitration of Disputes

- a) It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this Agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by Wisconsin law, and not by a lawsuit or resort to court process except as Wisconsin law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.
- b) You understand and agree that this agreement to arbitrate binds you and anyone else who may have a claim arising out of or related to all treatment or services provided by Viaro or physicians employed or engaged by Viaro, including a spouse or heirs and any children, whether born or unborn at the time of the occurrence giving rise to any claim. This includes, but is not limited to, all claims for monetary damages exceeding the jurisdictional limit of the small claims court, including, without limitation, suits for loss of consortium, wrongful death, emotional distress, or punitive damages. You further understand and agree that if you accept this Agreement on behalf of some other person for whom you have responsibility, then, in addition to myself, such person(s) will also be bound by this agreement to arbitrate, along with anyone else who may have a claim arising out of the treatment or services rendered to that person. You also understand and agree that this agreement to arbitrate relates to claims against Viaro or physicians employed or engaged by Viaro and any consenting substitute physician, as well as the physician's partners, associates, association, corporation or partnership, and the employees, agents, and estates of any of them. You also hereby consent to the intervention or joinder in the arbitration proceeding of all parties relevant to a full and complete settlement of any dispute arbitrated under this Agreement, as set forth in the Medical Arbitration Rules of the Wisconsin Medical Associations and the Wisconsin Hospital Associations (the "Rules").
- c) You agree that the arbitrators have the same immunity from civil liability as that of a judicial officer when acting in the capacity of arbitrator under this agreement to arbitrate. This immunity shall supplement, not supplant, any other applicable statutory or common law.
- d) you understand that you do not have to sign this agreement to arbitrate in order to receive the services of Viaro or its employed or engaged physicians, and that if you do sign this agreement to arbitrate and change your mind within 30 days of today, then you may cancel this agreement to arbitrate by giving written notice to Viaro within 30 days of the date of your signature below stating that you want to withdraw from the arbitration provisions of this agreement. Should you choose to withdraw from the arbitration provisions of this agreement, all other provisions of this agreement will remain in full force and effect.

e) On behalf of yourself and all others bound by this agreement to arbitrate as set forth in Paragraph 16(b), agreement is hereby given to be bound by the rules of proceedings of the Medical Mediation Panels of the Administrative offices Of the Supreme Court & Director of State Courts, as they may be amended from time to time, which Rules are hereby incorporated into this Agreement.

17) Jurisdiction and Choice of Law. If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of Wisconsin, without regard to its conflict of law provisions.

18) No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

19) Acknowledgment of Terms and Electronic Signature. You certify that you have read, accept, and hereby consent to the terms of this Agreement, and your acceptance of these terms constitutes your electronic signature to this Agreement. You agree that you may be sent electronic notices to the email address provided during your registration for the Service. Any notice sent to that email address will be effective once delivered, regardless of whether or not you actually received the notice or choose to read it. This Agreement constitutes the sole agreement between you and Viaro for your use of the Service, and any further statements or inducements, oral or written, not contained in this Agreement shall not bind either you or Viaro. Any of the terms of this Agreement which are invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement.

20) Referral Policy. Personal invite links should only be used for personal and non-commercial purposes. This means that you can share your invite link with your personal connections via email, Twitter feeds, Facebook pages, personal blogs, etc. where you are the primary content owner. However public distribution on sites where you are a contributor but not the primary content owner (e.g., Wikipedia, coupon websites) is not allowed. Promoting your referral code via Search Engine Marketing (e.g., AdWords/Yahoo/Bing) is also not allowed. Viaro reserves the right to suspend your account and/or revoke any and all referral credits at any time if we feel they were earned inappropriately.

21) Text Messaging. By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Viaro at any time by texting the word STOP from the mobile device receiving the messages.