

Terms of Use

SPECIFIC NON-EMERGENT MEDICAL CONDITIONS OR CONCERNS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SERVICES, OUR WEBSITE, OR OUR MOBILE APPLICATION.

1. Introduction

These Terms of Use (the “Terms”) describe your rights and responsibilities with regard to the Telemedicina 100x35 website and mobile application (the “Platform”) owned and operated by Telemedicina 100x35, LLC. In these Terms, “we”, “our”, “us”, and “Telemedicina 100x35” collectively refer to Telemedicina 100x35, LLC. The terms “you” and “yours” refer to the person using the Platform. Use of the Platform is governed by these Terms and our Privacy Policy [Hyperlink](#). By accessing or using the Platform, you acknowledge that you have read, understood and agreed to be legally bound by and comply with these Terms and our Privacy Policy.

Even though you may have arrived to the Platform through a website or mobile application operated or controlled by a third party, including by an affiliate of Telemedicina 100x35, you understand and agree that these Terms are entered into between you and Telemedicina 100x35.

You agree that when you use or enter the Platform, you affirmatively consent to conduct business electronically with Telemedicina 100x35 and engage in health-oriented activities with health professionals and professional entities affiliated with Telemedicina 100x35, and such processes have the same force and effect as your written signature. You agree and consent to Telemedicina 100x35, Telemedicina 100x35 affiliates or certain affiliated professional entities sending you disclosures, messages, notices, and other communications to your designated mobile phone and email account. If you do not agree with any of these Terms or our Privacy Policy, you may not use the Platform.

2. Modification of the Terms

We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time and for any reason, without penalty or liability to you or any third party. You should check the Terms from time to time when you use the Platform to determine if any changes have been made. If you use the Platform after the amended Terms have been posted, you will be deemed to have agreed to the amended Terms. If any of the provisions of these Terms are not acceptable to you, your sole and exclusive remedy is to discontinue your use of the Platform.

3. Description of Telemedicina 100x35

You understand and agree that the Platform is intended to facilitate the following services (the “Services”): (a) the development and gathering of health care records and information

with retention of the same for use in medical provider encounters and communications; (b) administrative support in connection with scheduling and payment for Health Care Services; (c) administrative support in connection with coordinating optional fulfillment and payment for diagnostic testing and prescription medications ordered or prescribed by medical providers performing Health Care Services; and (d) telecommunications and technology support for using the Platform as a means of direct access to medical providers provided by affiliated professional entities for communication, consultations, assessments, and treatment by such medical providers.

You understand that the Platform gathers unique information from you to enable an affiliated medical provider through the Health Care Services to determine whether a prescription or a diagnostic test is indicated and appropriate for you, including applicable health information (such as your past and present health conditions, medications, and blood pressure), diagnostic tests, as applicable, and personal information (such as your name, location and demographic information) (collectively, "Your Information"). You further understand and agree that after reviewing Your Information, the medical provider, in his or her independent professional judgment, will determine whether to prescribe you medication, other treatment, or, alternatively, recommend that you consult with alternative clinical resources (the "Health Care Services").

You give us consent to send and disclose to the affiliated professional entities and their medical providers all Your Information so that you may receive Health Care Services. Further, you consent to our delivery of Your Information to Telemedicina 100x35, affiliated and unaffiliated pharmacies, laboratories, and other diagnostic testing companies as part of coordinating desired fulfillment and payment for diagnostic testing, prescription medications, and medical devices recommended as part of the Health Care Services.

All medical providers who deliver Health Care Services through the Platform are: (i) independent professionals contracted or employed with affiliated professional entities that coordinate with Telemedicina 100x35, and (ii) solely responsible for such Health Care Services provided to you. Telemedicina 100x35 does not provide any Health Care Services through the Platform and is not licensed to practice medicine. Telemedicina 100x35 does not control or interfere with the provision of Health Care Services by the medical providers and affiliated professional entities, each of whom is independent and solely responsible for the Health Care Services provided to you. Therefore, you understand and agree that Telemedicina 100x35 is not responsible for Health Care Services, or your use of any Health Care Services, provided by a medical provider or affiliated professional entity, including any personal injury or property damage.

4. Eligibility

In order to use the Services through the Platform, the following must be true:

- a) You are at least 18 years of age or older.
- b) You live in any state of the United States or any of its territories where the Services are available.
- c) You agree to be legally bound by and comply with these Terms of Use.
- d) You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Platform. Fees and charges may apply to your use of the mobile services and to the Internet.

You understand and agree that satisfying the above requirements does not guarantee that you will receive the Services through the Platform. In addition to the above requirements, Telemedicina 100x35 and its affiliated professional entities reserve the right to change or include new requirements as deemed appropriate in their sole discretion without providing prior notice to you. Further, medical providers and affiliated professional entities delivering the Health Care Services may on a case-by-case basis determine that certain criteria apply to utilizing the Platform for the Health Care Services or that Health Care Services are not appropriate in any individual instance for a particular user. You can obtain more information on the criteria for the Health Care Services.

5. Registration, User Accounts, and User Data

Although certain parts of the Platform are accessible by any individual, you are obligated to register with Telemedicina 100x35 in order to access the Services. The Services are available only to users who have registered with Telemedicina 100x35 and to other persons affiliated with Telemedicina 100x35 who have been granted accounts with usernames and passwords. The Platform may not be accessible at any time, for any period, or for any reason, and Telemedicina 100x35 will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period.

Upon registration of an account, the Platform may contain forms or fields that allow you to enter, submit or transmit to Telemedicina 100x35 user information or data (“User Data”) on or through the Platform. You understand and agree that any User Data provided by you on or through the Platform may be used, copied or displayed by Telemedicina 100x35, Telemedicina 100x35 may create derivative works of any such data, and Telemedicina 100x35 may provide such data to our service providers, our successors and assigns, and medical providers and their affiliated professional entities, in performance of the Services.

You grant Telemedicina 100x35, our service providers, our successors and assigns, and medical providers and their affiliated professional entities, the fully transferable and sublicenseable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third parties any User Data you submit on or through the Platform for the purposes of providing the Services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of Telemedicina 100x35 using such data.

6. Your Responsibilities and Acknowledgement’

As a condition of your use of the Services through the Platform, you agree to the following:

- a) All Your Information provided through the Platform is accurate, complete, and correct, and you will accurately maintain and update any of Your Information that you have provided to Telemedicina 100x35.
- b) You agree that a missed appointment without cancellation with 4 hours results in a non-refundable charge for that appointment.
- c) You agree to pay a \$25.00 fee after the first request for a pharmacy transfer.

- d) You agree to immediately notify Telemedicina 100x35 of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing Telemedicina100x35 at (supportemail).
- e) You may be asked to provide additional information to Telemedicina100x35, its affiliated professional entities, or applicable medical provider(s) for the purpose of providing Health Care Services or fulfilling a prescription. You may elect to withhold requested information; however, if you do so, you may not use the Platform or any other related services.
- f) You understand and agree that provision of Health Care Services through the Platform depends on the completeness and accuracy of Your Information. Telemedicina 100x35 is unable to verify all of Your Information. Therefore, Telemedicina 100x35 is not responsible for any consequences if Your Information is inaccurate or incomplete. If Your Information is inaccurate, incomplete, or not maintained, or Telemedicina 100x35 has reasonable grounds to suspect as much, Telemedicina 100x35 has the right to suspend or terminate your account and your use of the Services. In addition, Telemedicina 100x35 may take any and all actions it deems necessary or reasonable to maintain the security of the Platform, Services and your Secure User account.
- g) Remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Platform or any content made available to you on or through our Platform.
- h) Use any manual process or automated device to monitor or copy any content made available on or through our Platform for any unauthorized purpose except as permitted in Section XIV.
- i) Copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Telemedicina 100x35 or third-party content from the Platform.
- j) Encourage or enable any other individual to do any of the foregoing:
 - a. Disclaimer; Limited Health Care Services
 - i. The Platform is structured for use specific to certain health care services and is not, and should not, be considered, or used as comprehensive medical advice, care, diagnosis, or treatment.
 - ii. Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding general personal health, medical conditions, or drugs or medications, and before commencing or discontinuing any course of treatment, drug, or medication.

7. Telehealth Consent

Telehealth involves the delivery of health and wellness services using electronic communications, information technology, or other means between a licensed, certified,

or registered healthcare professional at one location and a patient in another location about a clinical matter. Please review the full “Telehealth Informed Consent,” which informs you about the treatment methods, risks, and limitations of utilizing telehealth to meet your health and wellness needs. In order to receive Health Care Services, you will be required to agree to the Telehealth Informed Consent regarding the use of telehealth.

8. Payment

When you submit Your Information for Health Care Services, you agree to pay all fees due. You will see a prompt for your payment details, such as your credit card information and any promotional codes you may have. By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due. If you receive a medical consultation, medical consult fees are not subject to or eligible for a refund. We cannot accept returns of prescription products for reuse or resale, and all sales are final. However, if you believe we have made an error in the filling of your prescription, please message us through your Telemedicina 100x35 account.

You understand and agree that you are responsible for all fees due to receive the Services, including any fees charged by medical providers and affiliated medical professional entities, and any applicable co-insurance or co-pay amounts.

You understand that Telemedicina 100x35’s affiliated medical professional entities are not contracted health care providers with any health insurance plans (commercial, government, or otherwise) (i.e., Telemedicina 100x35 is an “out-of-network” provider), and therefore, you understand and agree that you are exclusively and solely responsible for paying all fees due to receive the Health Care Services provided to you, including any fees charged by Telemedicina 100x35 medical providers and affiliated medical professional entities. A super bill will be provided to you upon request, if you wish to submit a claim for the Health Care Services provided to you to your health insurance plan to request out-of-network reimbursement. You are exclusively and solely responsible for filing any reimbursement claims with your health insurance plan. Amounts collected by Telemedicina 100x35 will include fees charged by medical providers for Health Care Services. In the event that your credit card expires or Telemedicina 100x35, our affiliates, or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method. Telemedicina 100x35 and/or the medical provider(s) have no obligation to provide any Health Care Services unless and until full payment has been received and/or verified.

You also understand and agree that, because Telemedicina 100x35 medical providers are not contracted with any health insurance plan to provide the Health Care Services, including federal or state government health care programs, like Medicaid and Medicare, any prescription medication or laboratory service ordered by a Telemedicina 100x35 medical provider may also not be covered. It is your responsibility to determine whether your health insurance plan will cover your prescription medication and/or laboratory testing services, as applicable.

Telemedicina 100x35 itself does not accept private insurance, government insurance, including Medicaid or Medicare, for its Services. Again, if you would like to use our

services as an out-of-network provider, you will need to pay cash for those services. We can provide you a receipt, so you can seek out-of-network reimbursement.

9. Privacy

Telemedicina 100x35 understands the importance of confidentiality and privacy regarding Your Information. Please see our (Hyperlink Privacy Policy) for a description of how we may collect, use and disclose Your Information in connection with the Platform.

a) Intellectual Property

As between Telemedicina 100x35 and you, Telemedicina 100x35 is the sole and exclusive owner of all right, title and interest in and to the Platform and its content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, selection, arrangement and look and feel), and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Platform shall be owned solely and exclusively by Telemedicina 100x35 or its licensors, including all intellectual property rights therein. You have permission to use the Platform solely for your personal and non-commercial use on the condition that you comply with these Terms. No other right, title or interest in or to the Platform is transferred to you, and all rights not expressly granted are reserved by us or our affiliates.

Certain names, logos, and other materials displayed in and through the Platform may constitute trademarks, trade names, services marks or logos (“Trademarks”) of Telemedicina 100x35 or its affiliates. You are not authorized to use any such Trademarks without the express written permission of Telemedicina 100x35 or its affiliates. Ownership of all such Trademarks and the goodwill associated therewith remains with us or our affiliates.

10. Links to Third-Party Hyperlinks and Websites

The Platform may contain hyperlinks or references to other websites (“Linked Sites”) operated by third parties. The Linked Sites may not be under our control; therefore, we are not responsible for the information, products or services described thereon, or for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Sites to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Sites.

You may have arrived at the Platform through a Linked Site, including a Linked Site controlled by a parent, subsidiary or affiliate of Telemedicina 100x35. You understand and agree that we are not responsible for the information, products or services described on those Linked Sites and only these Terms will apply to your use of or access to the Platform.

11. Disclaimer of Warranties

You acknowledge and agree that the Platform and the Services are provided through the Platform on an “as is” and “as available” basis. Your use of the Platform is at your sole risk. Telemedicina 100x35 and its affiliates and their respective officers, directors, managers, partners, members, employees, and agents (collectively “related persons”) make no representations or warranties and specifically disclaim any and all warranties of any kind, express or implied, with respect to the platform and the services, including any representations or warranties with respect to merchantability, fitness for a particular purpose, title, non-infringement, availability, security, accuracy, freedom from viruses or malware, completeness, timeliness, functionality, reliability, sequencing or speed of delivery. We make no warranties or representations that your use of the Platform or the Services will not infringe the rights of third parties.

To the fullest extent of applicable law, neither Telemedicina 100x35 nor its related persons will be liable for any loss or damage caused by your reliance on information obtained through the Platform. It is your responsibility to evaluate the accuracy, completeness, timeliness, reliability, or usefulness of the Platform. Furthermore, Telemedicina 100x35 does not guarantee that the Platform will be uninterrupted, or free from error, defect, loss, delay in operation, corruption, cyber-attack, viruses, interference, hacking, malware, or other security intrusion, and Telemedicina 100x35 disclaims any liability relating thereto.

You understand and agree that any content, material and/or information obtained through the use of the Platform are used at your sole risk and that you will be solely responsible for any damage to your computer or mobile phone or loss of data that results from the download of such content, material and/or information.

12. Limitation of Liability

To the fullest extent permissible pursuant to applicable law and except as set forth in this section, neither Telemedicina 100x35 nor its related persons or licensors will be liable to you or to any party for any claims, liabilities, losses, costs or damages under any legal or equitable theory, whether in tort (including negligence), contract, strict liability or otherwise, including, but not limited to, any indirect, punitive, special, incidental, or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer or mobile phone damage, or system failure, or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress, including death, arising out of or in connection with any access, use of (or inability to use) the Platform or any services provided through the Platform. This is true even if Telemedicina 100x35 or related persons have been advised of the possibility of such damages or losses.

To the extent permitted by law and subject to this section, the total liability of Telemedicina 100x35 and its related persons for any claims under these terms shall not exceed U.S. One hundred dollars (\$100.00). Note that some jurisdictions do not allow limitations of liability or may place limitations on our ability to limit our liability to you, so the foregoing limitation may not apply to you.

13. Indemnification

You agree to indemnify, defend, and hold Telemedicina 100x35 and any of its Related Persons, licensors, and suppliers harmless from and against any and all third-party claims, demands, liabilities, costs or expenses, including attorneys' fees and costs, arising from or related to: (i) any breach by you of these Terms, (ii) your use of material or features available on the Platform in an unauthorized manner, and/or (iii) a violation by you of any and all applicable laws, rules, or regulations.

a) **Modifications to the Platform**

Telemedicina 100x35 reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Platform, or any portion thereof, with or without notice. You agree that Telemedicina 100x35 shall not be liable to you and to any third party for any modification, suspension, or discontinuance of the Platform.

14. Suspension and Termination Rights

The Terms will remain in full force and effect as long as you continue to access or use the Platform. You may terminate the Terms at any time by discontinuing use of the Platform. Your permission to use the Platform automatically terminates if you violate these Terms.

We may terminate or suspend any of the rights granted by these Terms and your access to our Platform with or without prior notice, at any time, and for any reason. The following provisions survive the expiration or termination of these Terms for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Class Action Waiver; and Miscellaneous.

Subject to applicable law, Telemedicina 100x35 reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Platform pursuant to its internal record retention and/or content destruction policies. After any termination, Telemedicina 100x35 will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or required to provide you with continuing care under our applicable legal, ethical and professional obligations to you.

15. Governing Law; Dispute Resolution; Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND TELEMEDICINA 100x35 TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TELEMEDICINA 100x35.

Governing Law. The Platform is controlled and operated by us from the United States and is not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. These Terms will be governed by the laws of the territory of Puerto Rico without regard to conflicts of law principles.

Arbitration Agreement. You and Telemedicina 100x35 agree that all claims and disputes relating in any way to your use of our Platform, or arising out of or in connection with these

Terms, shall be resolved by binding arbitration, to the fullest extent permitted by applicable law, on an individual basis, except for disputes which can be resolved in small claims court, any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, or any dispute already pending at the time you first agree to these Terms. You also agree that any arbitration will take place in San Juan, Puerto Rico.

Waiver of Jury Trial. In the event arbitration is contrary to applicable law, you and Telemedicina 100x35 waive any constitutional or statutory right to go to court and have a trial in front of a judge or a jury. You and Telemedicina 100x35 are instead electing to have claims and disputes resolved by arbitration. Arbitration is the referral of a claim or dispute to one or more persons charged with reviewing the claim or dispute and making a final binding determination to resolve it instead of having it decided by a judge or jury in court. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

No Class Arbitrations, Class Actions, or Representative Actions. You and Telemedicina 100x35 agree that all claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims and disputes of more than one customer or user cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any individual or other group. Unless both you and Telemedicina 100x35 agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s) or dispute. Any relief awarded cannot affect other Telemedicina 100x35 users.

Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Any arbitration between you and Telemedicina 100x35 will be initiated through the American Arbitration Association ("AAA") and will be governed by the AAA Consumer Arbitration Rules. The AAA Rules and filing forms are available at www.adr.org.

16. Miscellaneous

The Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to any failure by you or others to comply with these Terms

does not waive our right to act with respect to subsequent or similar failures. You may not assign or transfer your rights or obligations under these Terms without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.

PRIVACY POLICY

Telemedicina 100x35, LLC.

SECTION I: HIPAA STANDARDS & PRIVACY POLICY

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict Telemedicina 100x35, LLC abilities to use and disclose protected health information (PHI).

Protected Health Information. Protected health information means information that is created or received by the Company and relates to the past, present, or future physical or mental health condition of a Patient/Client ("Participant"); the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

Some examples of PHI are:

1. Participant's medical record number.
2. Participant's demographic information (e.g. address, telephone number).
3. Information doctors, nurses and other health care providers put in a participant's medical record.
4. Images of the participant.
5. Conversations a provider has about a participant's care or treatment with nurses and others.
6. Information about a participant in a provider's computer system or a health insurer's computer system.
7. Billing information about a participant at a clinic.
8. Any health information that can lead to the identity of an individual or the contents of the information can be used to make a reasonable assumption as to the identity of the individual.

It is the Company's policy to comply fully with HIPAA's requirements. To that end, all staff members who have access to PHI must comply with this HIPAA Privacy and Security Plan. For purposes of this plan and the Company's use and disclosure procedures, the workforce includes individuals who would be considered part of the workforce under

HIPAA such as employees, the term "employee" or "staff member" includes all of these types of workers.

All staff members must comply with all applicable HIPAA privacy and information security policies. If after an investigation you are found to have violated the organization's HIPAA privacy and information security policies, then you will be subject to disciplinary action up to termination or legal ramifications if the infraction requires it.

SECTION II: Responsibilities as Covered Entity

Privacy Officer

The CEO will be the HIPAA Privacy Officer for Telemedicina 100x35, LLC. The Privacy Officer will be responsible for the development and implementation of policies and procedures relating to privacy, including but not limited to this Privacy Policy and the Company's use and disclosure procedures. The Privacy Officer will also serve as the contact person for participants who have questions, concerns, or complaints about the privacy of their PHI.

Privacy Officer Contact:

Email: support@telemedicina100x35.com

Phone: 7872214155

Mail:

Plan Document

The Plan document includes provisions to describe the permitted and required uses and disclosures of PHI by Telemedicina 100x35, LLC. Specifically, the Plan document requires Telemedicina 100x35, LLC to:

- a) not use or further disclose PHI other than as permitted by the Plan documents or as required by law;
- b) ensure that any agents or subcontractors to whom it provides PHI received from the Company agree to the same restrictions and conditions that apply to Telemedicina 100x35, LLC;
- c) report to the Privacy Officer any use or disclosure of the information that is inconsistent with the permitted uses or disclosures, and
- d) make PHI available to Participants, consider their amendments and, upon request, provide them with an accounting of PHI disclosures.

Workforce Training

It is the Company's policy to train all members of its workforce who have access to PHI on its privacy policies and procedures. All staff members receive HIPAA training. Whenever a privacy incident has occurred, the Privacy Officer in collaboration with management will evaluate the occurrence to determine whether additional staff training is in order.

Safeguards

Telemedicina 100x35, LLC has established technical and physical safeguards to prevent PHI from intentionally or unintentionally being used or disclosed in violation of HIPAA's requirements. Technical safeguards include limiting access to information by creating computer firewalls. Additionally, all staff members can only access PHI by using their own login information.

Firewalls ensure that only authorized employees will have access to PHI, that they will have access to only the minimum amount of PHI necessary for their job functions, and that they will not further use or disclose PHI in violation of HIPAA's privacy rules.

Data Storage / Backup / Remote Access

Currently, all data in the local data center is backed up using industry standards with off-site storage of media. Telemedicina 100x35, LLC currently utilizes technology that allows the IT team to quickly remove, disable, and start staff member access to PHI.

Privacy Notice

The Privacy Officer is responsible for developing and maintaining a notice of the Company's privacy practices that describes:

- a) The uses and disclosures of PHI that may be made by the Company.
- b) The individual's rights.
- c) The Company's legal duties with respect to the PHI.

The privacy notice will inform participants that the Company will have access to PHI. The privacy notice will also provide a description of the Company's complaint procedures, the name and telephone number of the contact person for further information, and the date of the notice.

The notice of privacy practices will be individually delivered to all participants:

- a) On an ongoing basis, at the time of an individual's enrollment into a Company program or at the time of treatment and consent.
- b) Within 60 days after a material change to the notice

The Company will also provide notice of the availability of the privacy notice at least once every three years.

Complaints

The Privacy Officer will be the Company's contact person for receiving complaints. The Privacy Officer is responsible for creating a process for individuals to lodge complaints about the Company's privacy procedures and for creating a system for handling such complaints. A copy of the complaint form shall be provided to any participant upon request.

Sanctions for Violations of Privacy Policy

Sanctions for using or disclosing PHI in violation of this HIPAA Privacy Plan will be imposed in accordance up to and including termination.

Mitigation of Inadvertent Disclosures of Protected Health Information

Telemedicina 100x35, LLC shall mitigate, to the extent possible, any harmful effects that become known to it because of a use or disclosure of a Participant's PHI in violation of the policies and procedures set forth in this Plan. As a result, if an employee becomes aware of a disclosure of protected health information, either by a staff member of the Company or an outside consultant/contractor that is not in compliance with this Policy, immediately contact the Privacy Officer so that the appropriate steps to mitigate the harm to the participant can be taken.

Documentation

The Company's privacy policies and procedures shall be documented and maintained for at least six years. Policies and procedures must be changed as necessary or appropriate to comply with changes in the law, standards, requirements, and implementation specifications (including changes and modifications in regulations). Any changes to policies or procedures must be promptly documented.

If a change in law impacts the privacy notice, the privacy policy must promptly be revised and made available. Such change is effective only with respect to PHI created or received after the effective date of the notice.

Telemedicina 100x35, LLC shall document certain events and actions (including authorizations, requests for information, sanctions, and complaints) relating to an individual's privacy rights.

The documentation of any policies and procedures, actions, activities, and designations may be maintained in either written or electronic form.

Electronic Health Records

Electronic Health Records must comply with HIPAA and other state and federal laws. Unlike paper records, electronic health records can be encrypted – using technology that makes them unreadable to anyone other than an authorized user – and security access parameters are set so that only authorized individuals can view them. Further, EHRs offer the added security of an electronic tracking system that provides an accounting history of when records have been accessed and who accessed them. Currently, Telemedicina 100x35, LLC contracts with Dr Chrono EMR.

Access Authorization

Telemedicina 100x35, LLC will grant access to PHI based on their job functions and responsibilities. The Privacy Officer, in collaboration with IT and senior management, is responsible for determining which individuals require access to PHI and what level of access they require through discussions with the individual's manager and/or department head.

SECTION 2: USE AND DISCLOSURE OF PHI

Use and Disclosure Defined

The Company will use and disclose PHI only as permitted under HIPAA. The terms "use" and "disclosure" are defined as follows:

- a) Use: The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the Company, or by a Business Associate of the Company.
- b) Disclosure: For information that is protected health information, disclosure means any release, transfer, provision of access to, or divulging in any other manner of individually identifiable health information to persons not employed by or working within Telemedicina 100x35, LLC with a business need to know PHI.

Disclosures of PHI Pursuant to an Authorization

PHI may be disclosed for any purpose if an authorization that satisfies all of HIPAA's requirements for a valid authorization is provided by the participant. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.

Permissive Disclosures of PHI: for Legal and Public Policy Purposes

PHI may be disclosed in the following situations without a participant's authorization when specific requirements are satisfied. The Company's use and disclosure procedures describe specific requirements that must be met before these types of disclosures may be made. Permitted disclosures include:

- a) Disclosures about victims of abuse, neglect, or domestic violence
- b) Disclosures for judicial and administrative proceedings
- c) Disclosures for law enforcement purposes
- d) Disclosures for public health activities
- e) Disclosures for health oversight activities
- f) Disclosures about decedents
- g) Disclosures for cadaver organ, eye, or tissue donation purposes
- h) Disclosures for certain limited research purposes
- i) Disclosures to avert a serious threat to health or safety
- j) Disclosures for specialized government functions
- k) Disclosures that relate to workers' compensation programs

Complying With the "Minimum-Necessary" Standard

HIPAA requires that when PHI is used or disclosed, the amount disclosed generally must be limited to the "minimum necessary" to accomplish the purpose of the use or disclosure.

The "minimum necessary" standard does not apply to the following:

- a) Uses or disclosures made to the individual
- b) Uses or disclosures made pursuant to a valid authorization
- c) Disclosures made to the Department of Labor
- d) Uses or disclosures required by law
- e) Uses or disclosures required to comply with HIPAA

Minimum Necessary When Disclosing PHI: For making disclosures of PHI to any business associate or providers, or internal/external auditing purposes, only the minimum necessary amount of information will be disclosed.

All other disclosures must be reviewed on an individual basis with the Privacy Officer to ensure that the amount of information disclosed is the minimum necessary to accomplish the purpose of the disclosure.

Minimum Necessary When Requesting PHI: For making requests for disclosure of PHI from business associates, providers, or participants for purposes of claims payment/adjudication or internal/external auditing purposes, only the minimum necessary amount of information will be requested.

All other requests must be reviewed on an individual basis with the Privacy Officer to ensure that the amount of information requested is the minimum necessary to accomplish the purpose of the disclosure.

Disclosures of PHI to Business Associates

With the approval of the Privacy Officer and in compliance with HIPAA, employees may disclose PHI to the Company's business associates and allow the Company's business associates to create or receive PHI on its behalf. However, prior to doing so, the Company must first obtain assurances from the business associate that it will appropriately safeguard the information. Before sharing PHI with outside consultants or contractors who meet the definition of a "business associate," employees must contact the Privacy Officer and verify that a business associate contract is in place.

Disclosures of De-Identified Information

The Telemedicina 100x35, LLC may freely use and disclose de-identified information. De-identified information is health information that does not identify an individual, and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

There are two ways a covered entity can determine that information is de-identified: either by professional statistical analysis, or by removing 18 specific identifiers.

18 specific elements listed below – relating to the participant, employee, relatives, or employer – must be removed, and you must ascertain there is no other available information that could be used alone or in combination to identify an individual.

1. Names
2. Geographic subdivisions smaller than a state
3. All elements of dates (except year) related to an individual – including dates of admission, discharge, birth, death – and for persons >89 y.o., the year of birth cannot be used.
4. Telephone numbers
5. FAX numbers
6. Electronic mail addresses
7. Social Security Number
8. Medical Record numbers
9. Health plan beneficiary numbers
10. Account numbers
11. Certificate/license numbers
12. Vehicle identifiers and serial numbers including license plates
13. Device identifiers and serial numbers
14. Web URLs
15. Internet protocol addresses
16. Biometric identifiers, including finger and voice prints
17. Full face photos, and comparable images
18. Any unique identifying number, characteristic or code

A person with appropriate expertise must determine that the risk is very small that the information could be used alone or in combination with other reasonably available information by an anticipated recipient to identify the individual. AND this person must document the methods and justification for this determination.

The following safeguards are required of all employees when working from a non-Telemedicina 100x35 site:

- a) When outside the facility, only work on health information in a secure private environment.
- b) Keep the information with you at all times while in transit.
- c) Do not permit others to have access to the information.
- d) Never email participant information.
- e) Don't save participant information to your home computer.
- f) Do not print records of any type.
- g) Do not record login information on or near the computer.
- h) Return all information the next business day or as soon as required.

SECTION 3: PARTICIPANT INDIVIDUAL RIGHTS

Access to Protected Health Information and Requests for Amendment

HIPAA gives participants the right to access and obtain copies of their PHI that the Telemedicina 100x35, LLC or its business associates maintain. HIPAA also provides that participants may request to have their PHI amended. The Telemedicina 100x35, LLC will provide access to PHI and will consider requests for amendment that are submitted in writing by participants.

Accounting

An individual has the right to obtain an accounting of certain disclosures of their own PHI. This right to an accounting extends to disclosures made in the last six years, other than disclosures:

- a) to carry out treatment, payment, or health care operations;
- b) to individuals about their own PHI;
- c) incident to an otherwise permitted use or disclosure or pursuant to an authorization;
- d) for purposes of creation of a facility directory or to persons involved in the participant's care or other notification purposes;
- e) as part of a limited data set; or
- f) for other national security or law enforcement purposes.

The Telemedicina 100xx35, LLC shall respond to an accounting request within 60 days. If the Telemedicina 100xx35, LLC is unable to provide the accounting within 60 days, it may extend the period by 30 days, provided that it gives the participant notice (including the reason for the delay and the date the information will be provided) within the original 60-day period.

The accounting must include the date of the disclosure, the name of the receiving party, a brief description of the information disclosed, and a brief statement of the purpose of the disclosure (or a copy of the written request for disclosure, if any).

The first accounting in any 12-month period shall be provided free of charge. The Privacy Officer may impose reasonable production and mailing costs for subsequent accountings. The Privacy Officer is responsible for responding to a request for Accounting.

Requests for Restrictions on Uses and Disclosures of Protected Health Information

A participant may request restrictions on the use and disclosure of their PHI. It is the Telemedicina 100xx35, LLC's policy to attempt to honor such requests if, in the sole discretion of the Telemedicina 100xx35, LLC, the requests are reasonable. The Privacy Officer is charged with responsibility for processing requests for restrictions.

When a Participant Requests a Copy of their Record

A participant can request a copy of their medical record by completing a Request for Accessing/Inspecting/Copying Health Information form and submitting it to the Department that maintains the information being requested. The Department, in collaboration with the Privacy Officer, must process and respond to the request.

Participants can receive this form from Patient Services or by going directly to the department that maintains their records.

Acceptable Methods of Verification of Identity for Release of Personal Health Information (PHI):

When the Requestor is the Participant

The Telemedicina 100xx35, LLC will take reasonable steps and exercise professional judgment to verify the identity of the individual making a request for access to their own PHI.

If the request is made over the telephone, verification will be accomplished by requesting identifying information such as social security number, birth date, and medical record number and confirming that this information matches what is in the participant's record. Or, verification will occur through a callback process using phone numbers documented in the participant record to validate the caller's identity.

If the request is made in writing, verification will be accomplished by requesting a photocopy of photo identification. If a photocopy of the ID is not available, the signature on the written request must be compared with the signature in the participant record. In addition, Telemedicina 100x35 will need to verify the validity of the written request by contacting the participant by telephone.

Summary Guidelines for Safeguarding the Privacy of Health Information

These are guidelines centered on how to safeguard health information and ensure confidentiality when using normal business communications, such as conversations,

telephone, faxes, mail, and electronic mail. Wherever practical, the material containing Protected Health Information (PHI) should be labeled as confidential on the document, diskette, CD, or other medium. PHI maintained electronically should be password-protected in all media.

Also, when using and disclosing PHI, you must take reasonable measures to ensure the information is protected. Below are simple safeguarding tasks that should be used when communicating in a work environment that necessitates access to and use and disclosure of PHI. Remember to limit your communications of PHI to the minimum necessary for the intended purpose. Restrict your communications to those who have a valid "need to know" the information. If you have questions about these safeguards and how to protect PHI communications, please discuss them with your supervisor.

Oral Conversations – in person

- a) Discuss participants' PHI in private. Use an office with a door whenever possible or leave areas where others can overhear.
- b) Be aware of those around you and lower your voice when discussing participants' health information.
- c) If possible, point out health information on paper or on-screen non-verbally when discussing participants' health information.

Oral Conversations – telephone

- a) Follow the above guidelines for "Oral Conversations" - in person".
- b) Don't use names instead say; "I have a question about a client".
- c) Never give PHI over the phone when talking to unknown callers but call back and verify information.
- d) Never leave PHI on voice messages; instead leave a message requesting a return call to discuss a participant giving only your name and phone number.
- e) Do not discuss PHI over unencrypted cellular or portable (wireless) phones or in an emergency, as the transmissions can be intercepted.

Fax

- a) Put fax machines in a safe location, not out in the open or in a public or area with high-traffic or easy access and visibility.
- b) Use a cover sheet clearly identifying the intended recipient and include your name and contact information on the cover sheet.
- c) Include a confidentiality statement on the cover sheet of faxes that contain PHI.
- d) Do not include or reference PHI on the cover sheet.
- e) Confirm fax number is correct before sending.
- f) Send fax containing participant health information only when the authorized recipient is there to receive it whenever possible.
- g) Verify that fax was received by authorized recipient; check the transmission report to ensure the correct number was reached and when necessary, contact the authorized recipient to confirm receipt.
- h) Deliver received faxes to the recipient as soon as possible. Do not leave faxes unattended at the fax machine.

Email

- a) Do not include PHI in the Subject line or in the Body of the email.
- b) Transmit PHI only in a password-protected attachment (MS Word and MS Excel provide password protection).
- c) Include a confidentiality statement on emails that contain any PHI in email attachments.
- d) Do not send attachment passwords in the same email as the attachment.
- e) Include your contact information (name and phone number minimum) as part of the email.
- f) Set email sending options to request an automatic return receipt from your recipient(s).
- g) Request that email recipients call to discuss specific participant data.
- h) Do not store emails or email attachments with PHI on your hard drive but copy and store them to a secure server. Delete the email and the attachments when they are no longer needed.

Courier and Regular Mail

- a) Use sealed secured envelopes to send PHI.
- b) Verify that the authorized person has received the package.
- c) Deliver all mail promptly to the recipient.
- d) Mailboxes must be in safe areas and not located in public or high-traffic areas.

Inter-Office Mail

- a) Put PHI in closed inter-office envelopes. As an added precaution, put PHI in a sealed envelope inside the inter-office envelope.
- b) Identify the recipient by name and verify the mail center address.
- c) Distribute inter-office mail promptly to recipients. Do not leave unattended in mailboxes.
- d) Where practical, use lockable containers (e.g. attaches) to transmit correspondence that contains participant PHI.

Computer Workstations

- a) Use password-protected screen savers, turn off the computer, or log out of the network when not at your desk.
- b) Position screens so they are not visible to others.
- c) Secure workstations and laptops with a password.
- d) Change passwords on a regular basis.
- e) Do not leave laptop or work-related participant PHI visible or unsecured in a car, home office, or in any public areas.
- f) Ensure that all PHI used outside work premises is protected using appropriate measures such as locked desks, file cabinets.
- g) Never remove original copies of PHI from the agency without your supervisor's approval for specific purposes.
- h) Store files that contain PHI on a secure server, not on your workstation hard drive.

Disposal of PHI

- a) Shred all hard copies containing PHI when the copies are no longer needed.
- b) Place hardcopies to be recycled in locked recycle bins if available.
- c) Delete all soft copy files containing PHI from your computer and from the server when the information is no longer needed within the record retention requirements.
- d) Destroy all disks, CDs, etc., that contained PHI before disposing them.
- e) Do not reuse disks, CDs that contained PHI without sanitizing them first.
- f) Contact IT before transporting or transferring equipment for proper procedures to move equipment and to sanitize hard drives and other media.
- g) Return the PHI to the sender, if this requirement is stipulated in any contractual agreements.

Work Areas

- a) Do not leave PHI (files, records, Rolodex, reports) exposed, open, or unattended in public areas, conference rooms, mailboxes, wall trays, etc.
- b) Store all PHI securely in locked file cabinets, desk drawers, offices, or suites when you are not in your work area.

THIS IS A SUMMARY OF OUR NOTICE OF PRIVACY PRACTICES, WHICH DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

Our pledge to protect your privacy:

Telemedicina 100x35 LLC is committed to protecting the privacy of your medical information. Your care and treatment are recorded in a medical record. So that we can best meet your medical needs, we share your medical record with the providers involved in your care. We share your information only to the extent necessary to collect payment for the services we provide, to conduct our business operations, and to comply with the laws that govern health care. We will not use or disclose your information for any other purpose without your permission.

Participant Rights – You have the following rights regarding your medical information:

- a) To request to inspect and obtain a copy of your medical records, subject to certain limited exceptions.
- b) To request to add an addendum to or correct your medical record.
- c) To request an accounting of Company's disclosures of your medical information.
- d) To request restrictions on certain uses or disclosures of your medical information.
- e) To request that we communicate with you in a certain way or at a certain location.
- f) To receive a copy of the full version of our Notice of Privacy Practices.

We may use and disclose medical information about you for the following purposes:

- a) To provide you with medical treatment and services.
- b) To bill and receive payment for the treatment and services you receive.
- c) For functions necessary to run Telemedicina 100x35 and assure that our participants receive quality care.

- d) To provide basic contact information (no medical information is provided) to our development office for purposes of fundraising for Telemedicina 100x35.
- e) To support our standing as a federally qualified health center.
- f) As required or permitted by law.

There are additional situations where we may disclose medical information about you without your authorization, such as:

- a) For workers' compensation or similar programs.
- b) For public health activities (e.g., reporting abuse or reactions to medications).
- c) To a health oversight agency, such as the Department of Health of Puerto Rico.
- d) In response to a court or administrative order, subpoena, warrant, or similar process.
- e) To law enforcement officials in certain limited circumstances.
- f) To a coroner, medical examiner, or funeral director.
- g) To organizations that handle organ, eye, or tissue procurement or transplantation.

Our Notice may be revised or updated from time to time. Please see our full Notice of Privacy Practices for a more detailed description of our privacy practices, your rights regarding your medical information, and pertinent contact information.