

## Terms of Use

*Last updated: March 1, 2022*

### **Agreement between User and emergence.health**

Welcome to emergence.health. The emergence.health website (the "Site") is comprised of various web pages operated by Emergence Health NP Adult Health ("Emergence Health"). The Site is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these Terms carefully, and keep a copy of them for your reference.

emergence.health is an E-Commerce Site.

The purpose of this Site is to outline the holistic health care services (the "Services") provided by Emergence Health. These Services include telehealth and, upon request, home care services in which the provider assesses, diagnoses, treats, and monitors health issues. For some, the focus is on wellness through health care prevention services.

### **Eligibility to Use the Service**

By requesting to use, registering to use, and/or using the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. You also represent and warrant that you meet the following eligibility criteria:

- The Services are available only to individuals who are eighteen (18) years of age or older.
- The Services are currently available only to individuals who are located in New York.
- You must not be a competitor intending to use the Services for reasons that are in competition with Emergence Health.

### **Access to the Services**

You may access and use the Site via remote access connectivity. In order to use the Services, you will be asked to register an account and create login information, including, without limitation, username and passwords. Upon registration, you will need to provide us with an email address. We will use email to send you important updates about the Site and Services as well as notifications when information and documents are added that you need to be aware of to use the Services. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. In some instances, but not all, you will be able to opt out of receiving emails. You must safeguard your login information that you use to access the Services and you must not disclose this information to anyone. You must immediately notify Emergence Health of any unauthorized use of your user account or of any other breach of security that you become aware of involving and relating to the Services by email to [info@emergence.health](mailto:info@emergence.health).

### **Not for Emergencies**

Emergence Health's Site and Services are not for medical emergencies or urgent situations. You should not disregard or delay to seek medical advice based on anything that appears or does not

appear on the Site. If you believe you have an emergency, call 9-1-1 immediately. If you are experiencing suicidal or self-harm thoughts or tendencies, you should immediately call the National Suicide Hotline at 1-800-273-8255.

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

### **Prescription Policy**

Emergence Health does not endorse any specific medication, pharmacy, or pharmacologic product. Providers reserve the right to deny care for actual or potential misuse of the Services.

### **Privacy**

Your use of the Site is subject to Emergence Health's Privacy Statement [\[link\]](#). Please review our Privacy Statement, which also governs the Site and informs users of our data collection practices.

### **Children Under Thirteen**

The Site is not intended for children under the age of thirteen. If you are under thirteen years of age, please do not use or access the Site at any time or in any manner. By using or accessing the Site, you affirm that you are over the age of thirteen.

### **Cancellation/Refund Policy**

You have 30 days from purchasing your membership plan to change your mind. If you have not used any of your membership plan, you will be issued a full refund minus the \$125 non-refundable registration fee. If you have used components of your membership plan/benefits, you will receive a full refund minus fees associated with any Services used according to the following: \$150 per 15 minutes (ex. 30 min visit=\$300). After 6 months, you may cancel at any time for a \$500 cancellation fee. Renewal is automatic. Cancellation after renewal (12-month period) may be done within 30 days of the renewal date and without a processing fee provided you have completed the annual membership and are a current member.

### **Links to Third Party Sites/Third Party Services**

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Emergence Health and Emergence Health is not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Emergence Health disclaims any and all liability for any information set forth on Linked Sites. Emergence Health is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Emergence Health of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, Services, or functionality originating from the emergence.health domain, you hereby acknowledge and consent that Emergence Health may share such information and

data with any third party with whom Emergence Health has a contractual relationship to provide the requested product, Services, or functionality on behalf of emergence.health users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Emergence Health that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. Specifically, you agree not to:

- Use the Site in any manner that could damage, disable, overburden, or impair the Site;
- Interfere with any other party's use and enjoyment of the Site;
- Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site;
- Send or otherwise transmit to or through the Site any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Site or computers of any kind, and any unsolicited advertising, solicitation, or promotional materials;
- Misrepresent your identity or affiliation in any way;
- Reverse engineer, disassemble or decompile any section or technology on the Site, or attempt to do any of the foregoing;
- Gain unauthorized access to the Site, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Site;
- Launch or use any automated system, including, without limitation, "robots," "spiders," or "offline readers," that access the Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Send or otherwise transmit to or through the Site chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- Post, transmit, or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment;
- Alter or modify any part of the content or Services offered on or through the Site;
- Allow any other person to use the Site with your registration or login information;
- Breach or otherwise circumvent Emergence Health's security or authentication measures;  
or
- Assist or permit any persons in engaging in any of the activities described above.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Emergence Health or its suppliers and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Emergence Health content is not for resale. Your use of the Site does not entitle you to make any

unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Emergence Health and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Emergence Health or our licensors except as expressly authorized by these Terms.

### **Third Party Accounts**

You will be able to connect your Emergence Health account to third party accounts. By connecting your Emergence Health account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Services are controlled, operated, and administered by Emergence Health from our offices within the USA. If you access the Services from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Emergence Health content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Emergence Health, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or Services, any user postings made by you, your violation of any Terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. Emergence Health reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Emergence Health in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. Accordingly, you agree to give up your right to go to court (including in a class action proceeding) to assert or defend your rights under these Terms. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this

provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

#### **Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. EMERGENCE HEALTH AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

EMERGENCE HEALTH AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. EMERGENCE HEALTH AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

#### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EMERGENCE HEALTH AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EMERGENCE HEALTH OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Emergence Health shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Emergence Health's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

The terms of these Terms of Use that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Terms. You agree that the limitations of liabilities set out in these Terms are fair and reasonable in the circumstances.

**Termination/Access Restriction**

Emergence Health reserves the right, in its sole discretion, to terminate your access to the Site and the related Services or any portion thereof at any time, without notice. These actions are in addition to any other right or remedy Emergence Health may have available at law. Further, Emergence Health shall not be liable to you or any third party for any such termination or discontinuance. You may terminate these Terms by ceasing to access and use the Site. Upon any termination of these Terms you must immediately cease use of the Site. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination, and your warranties and indemnities shall survive any termination of these Terms.

**Choice of Law and Jurisdiction**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Emergence Health as a result of this agreement or use of the Site. Emergence Health's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Emergence Health's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Emergence Health with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

**Entire Agreement**

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Emergence Health with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Emergence Health with respect to the Site.

**Electronic Documents**

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

**Changes to Terms**

Emergence Health reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Emergence Health encourages you to periodically review the Terms to stay informed of our updates. If you do not agree to the terms of the amended Terms of Use, your sole and exclusive remedy is to discontinue your use of the Site and you will be deemed to have terminated these Terms of Use. Amended Terms of Use will be effective as of the Effective Date unless otherwise stated. By accessing or using the Site after such changes are posted you agree and consent to all such changes.

**Contact Us**

Emergence Health NP Adult Health welcomes your questions or comments regarding the terms:

Emergence Health NP Adult Health  
347 Fifth Ave Suite 1402  
New York, NY 10016  
info@emergence.health  
(646) 849-2782

Effective as of March 1, 2022