

Terms & Conditions

By using, visiting, or browsing the Medicus Global service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the Medicus Global service, including our website and user interfaces.

Billing

By starting your Medicus Global membership, you are expressly agreeing that we are authorized to charge you a Monthly membership fee / Semi-annual fee / Annual fee based on the plan you have selected and authorized at the then current rate, and any other charges you may incur in connection with your use of the Medicus Global service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Medicus Global provides your consultation for free. Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless you are on a semi-annual or annual plan and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Medicus Global membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details. Membership fees and charges are fully earned upon payment. **PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.** We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

Ongoing Membership

Your Medicus Global membership will continue month- to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

Cancellation/Refund

You may cancel your Medicus Global Telemedicine Monthly Service Membership at any time. **WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS.** To cancel, visit our website and request cancellation form through the "Contact Us" link, or call 1-800-417-3240 (toll-free). There is a cancellation form that must be requested, filled out completely, and returned back before cancellation is processed. For all associates, affiliates and/or MedTrak Consultants, Jr MedTrak Consultants, and Business Consultants packages purchased there is a 7-day refund policy from the day your account is activated. Package cancellations received within 7 days of registration may be eligible to receive a full refund less service fees if products or goods were processed. Package cancellations received after the stated deadline will not be eligible for a refund. Package cancellations will only be accepted via filling out a formal cancellation form completely and returning back before

cancellation is processed. All refund requests must be made by the member. Refunds will be credited back to the original credit card used for payment. Please contact 1-800-417-3240 for more information or to request cancellation form.

1. Terms of Use

The Medicus Global Services are offered to you under, and you agree to be bound by, the terms and conditions of this Terms of Use. We reserve the right to update or change these Terms of Use at any time and for any reason by posting the modified Terms of Use. Your continued use constitutes your agreement to be bound by any such revisions and you should therefore periodically visit this page of the website and print the latest version of the Terms of Use for your records. The date of the last update to these Terms of Use is stated at the document.

2. Use of Services

NOT FOR EMERGENCIES. The Medicus Global Services are not for use for medical emergencies or urgent situations. IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY. Medicus Global is a medical service that provides a convenience to our customers of not having to see their Primary Physician in a non-emergency situation. Medicus Global does not replace the Primary Physician however we provide a service when your Primary Physician is unavailable. Patients should continue to get their yearly exams, blood work, and check-ups thru their Primary Physician. Patients who are requesting refills on prescriptions will be handled on a case-by-case basis. Medicus Global reserves the right to not refill prescriptions if our doctors deem it necessary for lab work to be completed for the safety and wellness of our patients.

Cost

Please see Medicus Global Plans and Pricing Page.

Medical Disclaimers

Medicus Global makes no warranty as to the content of any treatment response. You and your physician are solely responsible for all information and/or communication sent during a teleconsultation or other communication. Medicus Global does not guarantee that a teleconsultation is the appropriate course of treatment for your particular health care problem. You agree to contact your physician immediately should your condition change or your symptoms worsen. If you require urgent care, you should contact your local emergency services immediately. MEDICUS GLOBAL SCREENS AND CONFIRMS THE QUALIFICATIONS FOR ALL OF OUR TELEMEDICINE PROVIDERS.

Prescriptions

You agree that any prescriptions that you acquire through the Medicus Global Doc Services shall be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

Educational Resources

Medicus Global may send you newsletters regarding common medical and health related topics or preventive care messages containing specific medical and health related information, links to other related Web sites and specific questions related to your Medicus Global Record. Additionally, Medicus Global makes available self care informational services which provide general medical and health information. These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and

resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific medical diagnosis and treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by Medicus Global. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment. The information contained these communications and resources are compiled from a variety of sources and may or may not be considered authored by Medicus Global. Medicus Global makes no warranty as to the content of these materials or the information contained therein.

Your Account

You represent and warrant that you are at least eighteen years of age and that you possess the legal right and ability to enter into this Terms of Use, register on the Medicus Global Services under your own name and to use the Medicus Global Services in accordance with this Terms of Use and abide by the obligations hereunder. You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your password. You agree to prohibit anyone else from using your password and immediately notify Medicus Global of any unauthorized use of your password or other security concerns of which you become aware.

Intellectual Property

Medicus Global hereby grants you a limited, revocable, non-transferable and non-exclusive license limited solely to viewing or downloading a single copy of the material on the Medicus Global web site and to use the Medicus Global software to the extent necessary to use the Medicus Global Services solely for your personal, noncommercial use. With the exception of your Medical Records, Medicus Global retains all right, title and interest in and to Medicus Global, the Medicus Global Services and any content, products, documentation, software or other materials on the Medicus Global web site, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing.

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3. Legal Notices and Disclaimers

General Disclaimers

YOU ACKNOWLEDGE THAT YOUR USE OF THE MEDICUS GLOBAL SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW Medicus Global AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, MEDICUS GLOBAL AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE MEDICUS GLOBAL PRODUCTS AND SERVICES PROVIDED HEREUNDER. MEDICUS GLOBAL MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING

DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE MEDICUS GLOBAL SERVICES.

Limitation of Liability

IN NO EVENT SHALL MEDICUS GLOBAL NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (I) THE PURCHASE PRICE FOR THE PRODUCT, OR (II) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, \$1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEDICUS GLOBAL NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY SERVICE OFFERED THROUGH THIS WEB SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MEDICUS GLOBAL IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS.

4. Privacy

Medicus Global respects your privacy and takes privacy very seriously. By accepting this Terms of Use, you consent to the use and disclosure of personally identifiable information provided to us as outlined in our Privacy Policy, which is incorporated herein by reference.

Electronic Medical Record

Your Medicus Global Electronic Medical Record is created to store your personal health information online, including health conditions, allergies and medications. Any information provided as part of a teleconsultation becomes part of your Medicus Global Record. You agree to provide accurate information for your Medicus Global Record, to periodically review such information and to update such information as needed. For additional information regarding use of your Medicus Global Record, please see our Privacy Policy. It is your responsibility to confirm any third party information in your Medicus Global Health Record.

5. General Legal Provisions

Third Party Sites. Although Medicus Global may include links providing direct access to third-party Internet sites as a convenience, the inclusion of a link does not imply endorsement of the linked site by Medicus Global. Medicus Global takes no responsibility for the content or information contained on those other sites, and does not exert any editorial or other control over those other sites. Nor does Medicus Global take responsibility for the privacy policies and practices of these third-party links.

Operation and Record Retention

Medicus Global reserves complete and sole discretion with respect to the operation of the Medicus Global Services Medicus Global may, among other things withdraw, suspend or discontinue any functionality or feature of the Medicus Global Services. Medicus Global is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. Medicus Global is not responsible for maintaining data arising from use of the Medicus Global Services. Medicus Global reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Medicus Global Service pursuant to its internal record retention and/or destruction policies.

Limitations on Use

You agree not to access or use the Medicus Global Services in an unlawful way or for any unlawful

purpose. You agree not to post or transmit: (a) a message under a false name; or (b) any information which (i) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, Trojan horse or other code which is contaminating or destructive to the files or programs of Medicus Global or any of its affiliates. Medicus Global reserves the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Indemnity

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MEDICUS GLOBAL AND ITS AFFILIATES FROM AND AGAINST ALL LOSSES, LIABILITY, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS TERMS OF USE, YOUR RELATIONSHIP WITH A MEDICUS GLOBAL PHYSICIAN, ANY NEGLIGENT OR WRONGFUL ACTION OR OMISSION BY YOU RELATED TO YOUR USE OF OR PROVIDING OF SERVICES THROUGH MEDICUS GLOBAL, OR ANY NEGLIGENT OR WRONGFUL USE OF THE MEDICUS GLOBAL SERVICES (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING YOUR ACCOUNT.

Third Party Rights

The indemnification provisions set forth above and the provisions under Section 3 Legal Notices and Disclaimers are for the benefit of Medicus Global, LLC (creators of the Medicus Global web site) and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Term and Termination

This Terms of Use shall commence upon the date you complete the registration process with Medicus Global. Either you or Medicus Global may terminate this Terms of Use and your right to use the Medicus Global Services at any time, with or without cause. This Terms of Use and the licenses granted hereunder shall terminate without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Terms of Use, or the rules for use of the Medicus Global Service promulgated by Medicus Global from time to time. Upon any termination, you will destroy all copies of Call The Doc materials in your possession and cease any access to or use of the Medicus Global Services.

Notice

Medicus Global provide notice by e-mail to the e-mail address you provided during the registration, by a general notice on the Medicus Global Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the Medicus Global account information. You may give notice to Medicus Global at any time via electronic mail to customerservice@myMedicus.com or by letter delivered by first class postage prepaid U. S. mail or overnight courier to Medicus Global LLC, 2501 Walden Woods Drive #5756, Plant City FL 33563

Severability

The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Entire Agreement

This Terms of Use, together with any Medicus Global rules or policies referred to herein, represents the

complete agreement between you and Medicus Global concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. Medicus Global may modify this Terms of Use as set forth above.

Assignment

You may not assign, transfer or delegate this Terms of Use or any part of it without Medicus Global prior written consent. Medicus Global may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

Waiver

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules or principles. Any cause of action or claim you may have with respect to Medicus Global must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the Medicus Global Services or web site.

Protecting Children

Medicus Global is designed and intended for use by adults. It is not intended for, or designed to be used by children under the age of eighteen. A parent or guardian, however, may use Medicus Global on behalf of a minor child. The parent or guardian assumes full responsibility for ensuring that the authentication information is kept secure and that the information submitted is accurate.