

Teladoc Terms of Service

Welcome to the Terms of Service for Teladoc Services (this “Agreement”). The Teladoc Services are owned by Teladoc Health, Inc, and its affiliates and subsidiaries and are operated by those subsidiaries or affiliates involved in providing and supporting the Teladoc Services for which you are enrolled (collectively, “**We**,” “**Our**” or “**Teladoc**”). Please read this Agreement carefully before using any of the Teladoc Services. By accessing or using any of the Teladoc Services, You agree to be bound by this “**Agreement**”, which is a legally enforceable agreement between Teladoc and You, the individual (“**You**” or “**Your**”). Throughout the Agreement, “**Teladoc Services**” refers to the specific Teladoc Service that You have enrolled in or have scheduled a consultation through and not any of the other Teladoc Services that are described in this Agreement. This Agreement is in addition to, and not in lieu of, any additional documentation you may be required to agree to has part of the Teladoc Services.

1. Teladoc Services

This Agreement applies to Your use of any of the Teladoc Services in which You are enrolled and as further described below.

a) Telehealth Consultations (including General Medical, Behavioral Health, Dermatology, Nutrition, and Primary 360):

- Toll free access to telephone or web-based video consultations with a physician licensed in Your state, if required, including board certified specialists
- Physician consultations may provide diagnoses, recommend therapy, and potentially provide non-DEA controlled prescriptions

b) The Livongo Programs:

Depending on your eligibility, you may have access to a combination of the Livongo Programs described below.

- **Livongo for Diabetes Program.** This program includes the following products, services and content:
 - i. Livongo for Diabetes connected blood glucose meter and compatible testing strips
 - ii. Lancing device
 - iii. Lancets
 - iv. Control solution
 - v. Carrying case
 - vi. Personalized web portal access
 - vii. Diabetes education
 - viii. 24/7 support
 - ix. Access to Livongo’s expert coaches for diabetes education and support
- **Livongo for Hypertension Program.** This program includes the following products, services, and content:
 - i. Livongo for Hypertension connected blood pressure monitor and cuff
 - ii. Carrying case
 - iii. Personalized web portal access
 - iv. Hypertension education
 - v. 24/7 support
 - vi. Access to Livongo’s expert coaches for hypertension education and support

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- **StepIn with Livongo and Express Scripts Program.** This program is subject to Your enrollment through Your Express Scripts pharmacy benefit and includes the following products, services, and content:
 - i. Livongo digital, cellular scale
 - ii. Mobile application for tracking healthy lifestyle behaviors
 - iii. Diabetes prevention education and online resources
 - iv. Access to Livongo’s expert coaches for diabetes prevention education and support
 - **Livongo for Weight Management Program or Livongo for Diabetes Prevention Program.** This program includes the following products, services, and content
 - i. Livongo digital, cellular scale
 - ii. Mobile application for tracking healthy lifestyle behaviors
 - iii. Diabetes prevention education and online resources
 - iv. Access to Livongo’s expert coaches for diabetes prevention education and support
 - **Livongo Heart Failure Program.** Depending on Your eligibility, and if You have a diagnosis of heart failure, you may be offered:
 - i. Livongo connected blood pressure monitor and cuff (including carrying case)
 - ii. Livongo digital, cellular scale
 - iii. Personalized web portal access
 - iv. Heart failure education, including access to expert coaches
 - v. 24/7 support
 - vi. MyStrength Program/Livongo for Behavioral Health (if You are over the age of age 13)
 - vii. Livongo for Diabetes Program (if You have a diagnosis of diabetes).
- c) **MyStrength Program /Livongo for Behavioral Health (“MyStrength Programs”):**
- Access to the MyStrength mobile application and online platform, which includes tailored behavioral health content
 - Depending on Your subscription, You may be able to interact asynchronously with Coaches, Guides or crisis managers that offer education, preventative, and lifestyle management services
 - Depending on Your subscription, licensed mental health professionals may be available to You via the Telehealth services described in this Agreement (You will be subject to applicable consultation fees when utilizing this portion of the MyStrength Program).
- d) **Expert Medical Services:** The availability of a toll-free number, web portal, and mobile app to access the following, depending on Your subscription:
- “Find a Doctor” that will help You identify one or more physicians in Your geographic region from Teladoc’s Global Expert Panel and other physicians based on the Your specific condition
 - “Expert Medical Opinion” can provide You with a written report of Your provided medical records and information or answer questions related to an established diagnosis
 - “Critical Case Support” is an Expert Medical Opinion if You are in an in-patient medical setting experiencing a traumatic or catastrophic event such as traumatic brain injury, spinal cord injury, multi-organ failure, serious burns, or premature birth
 - “Treatment Decision Support” or “TDS” provides You with health coaching and on-line educational modules to support shared decision making for preference sensitive conditions

- “Medical Records eSummary” can collect all of Your medical records, prepare a summary of the records, and provide You with written suggestions to address Your health issues in the coming 12-18 months.
- “Mental Health Navigator” can collaborate with, and support, You and Your treating providers to enable a more accurate diagnosis, optimal treatment pathway, and better coordination of care to generate better outcomes, including providing clinical resources and a detailed action plan

Features and specifications of the Teladoc Services described or depicted herein are subject to change at any time without notice. The physical equipment and supplies provided for the Livongo Programs shall be collectively, the “**Livongo Equipment & Supplies**”.

2. No Medical Advice

Although they are health services, the Livongo Programs, MyStrength Programs and Expert Medical Services (“Non-Advice Programs”) do not offer medical advice and do not create a doctor patient relationship between you and Teladoc. Any services provided or content accessed within the Non-Advice Programs, are for informational purposes only, and are not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. This includes, but is not limited to, the information provided by Livongo coaches or MyStrength guides or Medical Experts in response to questions You may submit or inquired during a session, chat, or other interaction. The content should not be used during a medical emergency or for the diagnosis or treatment of any medical condition. Please consult Your doctor or other qualified health care provider if You have any questions about a medical condition, or before taking any drug, changing Your diet, or commencing or discontinuing any course of treatment. Do not ignore or delay obtaining professional medical advice because of information accessed through the Non-Advice Programs. Call 911 or Your doctor for all medical emergencies. TELADOC IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU MAY OBTAIN THROUGH THE LIVONGO PROGRAMS OR MYSTRENGTH.

The Livongo Programs and MyStrength Programs do not provide medical advice, diagnosis or treatment. Coaches and Guides are not licensed mental health professionals. Mental health consultations provided under the Livongo Programs or MyStrength Programs are performed by licensed mental health professionals employed by or contracted with Teladoc Health Medical Group, PA.

3. Your Account and Your Use of the Teladoc Services

You must provide accurate and complete registration information any time You register to use the Teladoc Services. It is Your responsibility to provide Us with a true, accurate, and complete e-mail address, physical mailing address, and other information related to Your account(s), and to maintain and update promptly any changes in this information.

You are responsible for maintaining the confidentiality and security of Your password and account, and You are fully responsible for all activities that occur under Your password or account. You agree to (a) immediately notify Teladoc of any unauthorized use of Your password or account or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. Teladoc shall not be liable for any loss or damage arising from Your failure to comply with this Agreement.

The following actions are expressly prohibited in relation to Your username and password:

- Sharing, disclosing, permitting access to or otherwise facilitating the use by any person of Your username and password;

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- Using the username and password to cache the Teladoc Services in such a manner as to be accessible by persons who have not registered with Teladoc; or
 - Using the username and password to permit multiple persons access to the Teladoc Services through a local or wide area network.

If You have forgotten Your username or password, We will use an email address provided by You to send Your username or temporary password. You understand that others using the same email address will be able to gain access to Your account information, but only if they provide the correct answers to Your security questions.

Your use of the Teladoc Services and any content accessed through the Teladoc Services must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to register and use the Teladoc Services, or You must be the parent or legal guardian for someone under age 18 who is enrolled in the Teladoc Services. You may not interfere with or disrupt the proper operation of the Teladoc Services.

If You use mobile services to enter and maintain Your personal information, You understand that You are responsible for safeguarding and securing Your mobile device and the associated credentials (such as username and password). If You leave Your mobile device unattended, or if it is lost or stolen, You understand that Your personal information may be accessible to others. To protect Your confidential health information, it is good practice to enable a touch ID, fingerprint ID, or passcode on Your smartphone.

In using the Teladoc Services, You agree not to:

- Send or otherwise transmit to or through the Teladoc Services 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 Teladoc Services or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;
- Misrepresent Your identity or affiliation in any way;
- Restrict or inhibit any person from using the Teladoc Services, disclose personal information obtained from the Teladoc Services or collect information about other users of the Teladoc Services;
- Reverse engineer, disassemble or decompile any section or technology of the Teladoc Services, or attempt to do any of the foregoing;
- Gain unauthorized access to the Teladoc Services, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Teladoc Services;
- Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Teladoc Services 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 Teladoc Services 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;
- Violate any applicable laws or regulations in any way;
- Alter or modify any part of the content or services offered on or through the Teladoc Services;
- Allow any other person to use the Teladoc Services with your registration or login information;

- Breach or otherwise circumvent Teladoc's security or authentication measures; or
- Assist or permit any persons in engaging in any of the activities described above.

4. Use of Your Information/Privacy Policy and Practices/Feedback

If You create, transmit, or display information while using the Teladoc Services, You may provide only information that You own or have the right to use. Teladoc will only use information You provide as permitted by the Teladoc [Notice of Privacy Practices](#) for the Telehealth Services, [Livongo Health Notice of Privacy Practices for Livongo Programs](#), the [Our Web and Mobile Privacy Policy](#) for MyStrength Programs and applicable law, including the Health Insurance Portability and Accountability Act ("HIPAA"). The purpose of these privacy documents is to identify the information We collect through the Teladoc Services, the steps We take to protect it, and Your choices regarding how that information is used and disclosed.

If You interact with Livongo's public facing websites, information collected through those websites is governed by Our [Web and Mobile Privacy Policy](#).

Teladoc may contact You regarding information about a Teladoc Services. You acknowledge and consent to receive communications by, but not limited to, email, regular mail, manual or automated text message or SMS, MMS, push notification or in-app message, manual or automated telephone calls, or other reasonable means now known or hereafter developed regarding Your healthcare and other services through the contact information You have provided, including Your wireless number. You acknowledge that You may be charged for such calls by Your wireless carrier.

Teladoc may record inbound and outbound calls for quality monitoring and training purposes. You acknowledge and consent to the recording of phone calls between You and Teladoc. You may request the call not be recorded.

If You provide suggestions, ideas, feedback, or recommendations ("Feedback") to Teladoc, We are free to use, disclose, reproduce, license, or otherwise distribute, and exploit the Feedback as Teladoc sees fit, without an obligation or restriction of any kind to You.

5. Intellectual Property

The Teladoc Services are owned by Teladoc Health, Inc. We grant to You, for Your personal purposes only, a nonexclusive, limited and revocable right to access and use the Teladoc Services during the paid subscription term of the Teladoc Services in which are You enrolled, so long as You comply with the terms of this Agreement. You agree not to use the Teladoc Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Teladoc Services without Our prior written consent.

All materials available through the Teladoc Services may be accessed, downloaded, or printed for the noncommercial purpose and solely within the scope allowable by this Agreement. No other use of these materials may be made without express written permission of Teladoc. Any unauthorized use of the words or images from the Teladoc Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

The Teladoc Services include materials that are derived in whole or in part from materials that are copyrighted, including the format and layout of the Teladoc Services. The copyrights are owned by Teladoc, or for licensed content, the content providers.

None of the names, trademarks, service marks and logos of Teladoc or third parties appearing within

the Teladoc Services may be used in any advertising, publicity, or otherwise to indicate Teladoc's or such third party's sponsorship of or affiliation with any product or service without express written permission of Teladoc or such third party. Nothing contained within the Teladoc Services should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right of use to any trademark displayed on or through the Teladoc Services without the written permission of Livongo or the third-party owner of the trademark, if any. The Teladoc Services may contain other proprietary notices and copyright information, the terms of which must be observed and followed by You.

6. Terms of Sale for Direct Enrollment to the Livongo for Diabetes Program

This Section 6 applies if You are enrolling for the Livongo for Diabetes Program directly with Us, and not pursuant to a health benefits plan or program offered by an employer, healthcare provider, or insurer.

By directly enrolling in the Livongo for Diabetes Program (an "**Enrollment Order**"), You are agreeing to purchase the products and services as stated in Section 1(a) and subject to the following terms and conditions. All Enrollment Orders are subject to availability of applicable Livongo Equipment and Supplies and confirmation of the Enrollment Order price.

Dispatch times may vary according to availability and subject to any delays resulting from courier delays or force majeure for which We will not be responsible.

In order to submit an Enrollment Order and contract with Livongo, You must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to Us. If Your Enrollment Order is accepted, We will inform You by email and We will confirm Your Enrollment Order for the Livongo for Diabetes Program. When placing an Enrollment Order, You undertake that all details You provide to Us are true and accurate, that You are an authorized user of the credit or debit card used to place Your Enrollment Order and that there are sufficient funds to cover the cost of the Livongo for Diabetes Program Enrollment Order price. All prices advertised are subject to change.

(a) Our Contract. When You place an Enrollment Order, You will receive an acknowledgement e-mail confirming receipt of Your Enrollment Order. This email will only be an acknowledgement and will not constitute acceptance of Your Enrollment Order. A contract between us will not be formed until we send You confirmation by e-mail that the products for the Livongo for Diabetes Program have been dispatched to You. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed. You may cancel or terminate Your enrollment for the Livongo for Diabetes Program at any time. Likewise, We may cancel or terminate Your enrollment in the Livongo for Diabetes Program, at any time.

(b) Pricing and Availability. While we try to ensure that all details, descriptions and prices which appear on this website are accurate, errors may occur. If we discover an error in the price of the Livongo for Diabetes Program, we will inform You of this as soon as possible and give You the option of reconfirming Your Enrollment Order at the correct price or cancelling it. If we are unable to contact You, we will treat the Enrollment Order as cancelled. If You cancel and You have already paid for the Livongo for Diabetes Program, You will receive a full refund.

(c) Fees. You will pay to Livongo fees in connection with the Livongo for Diabetes Program ("**Subscription Fees**"). Subscription Fees shall be as described in connection with purchase to use the Livongo for Diabetes Program. All Subscription Fees are due at the beginning of each subscription term and Livongo will charge the method of payment You provide in the amount of the Subscription Fees. Subscription Fees do not include taxes, duties, levies, tariffs, and other governmental charges

(including, without limitation, VAT) (collectively, "**Taxes**"). You shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Livongo's net income.

7. Right to Change Terms of Service

Teladoc may, at any time and from time to time, amend this Agreement. Any changes to this Agreement will be effective immediately upon posting of the changed Terms of Service. You agree to review the Terms of Service periodically and Your use of the Teladoc Services following any such change constitutes Your agreement to follow and be bound by this Agreement as amended.

8. Computer Equipment; Browser Access and Internet Services

With the exception of the Livongo Equipment & Supplies, You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "**Systems**") necessary for You to access and use the Teladoc Services. This responsibility includes, without limitation, Your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of Your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet, and You hereby expressly assume such risks. You acknowledge that You are responsible for the data security of the Systems used to access the Teladoc Services, and for the transmission and receipt of information using such Systems. You acknowledge that You have requested access to the specific Teladoc Services for Your convenience, have made Your own independent assessment of the adequacy of the Internet and Systems, and that You are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your System.

9. Content and Services Accessed through the Teladoc Services

You may choose to allow a third-party service provider (such as a Personal Health Record provider, health care providers, and any other entity chosen by You) to retrieve, provide, modify or otherwise use health and other information in Your account or otherwise share Your information with the service provider. Once You permit a specific third-party service provider to access Your account, such service provider may continue to access Your account until You affirmatively disable access. It is Your sole responsibility to review and approve each such third-party service before sharing Your information through or otherwise accessing it. USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. TELADOC MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT.

10. Links to Other Sites

The Teladoc Services may contain third party-owned content (e.g., articles, data feeds, abstracts, etc.) and may also include hypertext links to third party-owned web sites. We provide such third-party content and links as a courtesy to Our members. We have no control over any third-party owned web sites or content referenced, accessed by or available through the Teladoc Services and, therefore, we do not endorse, sponsor, recommend or otherwise accept any responsibility for such third-party web sites or content or for the availability of such web sites. Any views expressed by third parties on the Websites and Platforms are solely the views of such third party and Teladoc Health assumes no responsibility for the accuracy or veracity of any statement made by such third party. IN PARTICULAR, WE DO NOT ACCEPT ANY LIABILITY ARISING OUT OF ANY ALLEGATION THAT ANY THIRD-PARTY OWNED CONTENT (WHETHER PUBLISHED IN THE TELADOC SERVICES, OR ANY OTHER, WEB SITE) INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ANY LIABILITY ARISING OUT

OF ANY INFORMATION OR OPINION CONTAINED ON SUCH THIRD-PARTY WEB SITE OR CONTENT. If You click on links to third-party sites from Livongo, You should consult the policy statements of each site You visit.

11. SMS Text Messaging and Email Messaging

The Teladoc Services may enable communication between Teladoc and You by means of SMS text messages to and from Your mobile device. Teladoc will only use information You provide via SMS message as permitted by the privacy documents referenced above and applicable law.

Teladoc's SMS messaging is supported by the following mobile operators: T-Mobile, AT&T, Verizon Wireless, Sprint, Nextel, Boost, Metro PCS and others. If Your mobile operator is not supported, You will not receive a reply to Your messages. Pre-paid cellphone users may not be able to participate – check with Your mobile operator. Your mobile operator may charge standard and other text messaging fees for text messages sent and received. Neither Teladoc nor the mobile operators listed above shall be liable for delayed or undelivered messages.

Message frequency is recurring/ongoing based on Your preferences as indicated under "Communication Preferences" in Your account. **Text STOP at any time to end a conversation using the SMS text service. You may continue to receive other SMS messages in which you are enrolled.**

SMS text messaging is not required as a condition of registering for or using the Teladoc Services. If You do receive SMS text messages, You acknowledge that such messages will be sent to the phone number You provide to Teladoc. Such messages may include protected health information (PHI) based on Your account preferences, and whoever has access to devices connected to that number will also be able to see this information. Additionally, You acknowledge that emails and SMS text messages may not be a secure method of communication and that they are sent through an unencrypted method of communication and that information contained in an unencrypted message is at risk of being intercepted and read by, or disclosed to, unauthorized third parties, such as Your mobile operator's SMS text messaging system.

Message and data rates may apply.

The Teladoc Services also offers access to messages via email. You acknowledge that communications will be sent to the email address You provide to Teladoc. Such alerts may include PHI based on Your account preferences, and whoever has access to the email address will also be able to see this information. Additionally, You acknowledge that email may not be a secure method of communication and that they may be sent through an unencrypted method of communication and that information contained in an unencrypted e-mail is at risk of being intercepted and read by, or disclosed to, unauthorized third parties, such as Your email service provider.

By enrolling to receive Teladoc SMS messages and/or email communications, You agree to this Agreement, which becomes effective upon Your enrollment.

12. Disclaimer of Warranty; Limitation of Liability

THE TELADOC SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TELADOC, ITS CLIENTS AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE INFORMATION, SERVICES AND MATERIALS CONTAINED ON THE TELADOC SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE TELADOC SERVICES ARE AT YOUR OWN RISK. ACCESS TO THE

TELADOC SERVICES MAY BE INTERRUPTED AND INFORMATION, SERVICES, AND MATERIALS MAY NOT BE ERROR-FREE. NONE OF TELADOC, ITS AFFILIATES, ITS CLIENTS, ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE TELADOC SERVICES OR THE INFORMATION, SERVICES, AND MATERIALS CONTAINED THEREIN ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED ON THE TELADOC SERVICES; THEY ALSO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE TELADOC SERVICES, OR YOUR INABILITY TO USE THE TELADOC SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE TELADOC SERVICES WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. Indemnification

You agree to indemnify, defend and hold harmless Teladoc, its clients, and its suppliers and their respective affiliates, employees, officers, directors, agents, servants, shareholders, and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to (i) Your violation of this Agreement, (ii) Your use, or misuse, of the Teladoc Services, and/or (iii) Your posting of material to the Teladoc Services.

14. Applicable Law

This Agreement and the resolution of any and all disputes related to this Agreement shall be construed in accordance with the laws of the State of New York. Any dispute between Teladoc and You related to this Agreement shall be resolved exclusively by the state and federal courts of the State of New York.

The Teladoc Services can be accessed from the United States. Since the laws of each State or country may differ, You agree that the statutes and laws of the State of New York, without regard to any principles of conflicts of law, will apply to any and all matters relating to the use of the Teladoc Services.

This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

15. Modification and Termination of the Teladoc Services

Teladoc reserves the right to terminate accounts for any reason it deems appropriate including, but not limited to, a belief that Your conduct or Your use of the Teladoc Services violates applicable laws or is harmful to the interests of Teladoc or any other users. Teladoc also may place limits on, modify, suspend or terminate the Teladoc Services generally, and may suspend or terminate Your use of the Teladoc Services if You fail to comply with this Agreement or otherwise in accordance with Teladoc's internal policies. This suspension or termination may delete Your information, files, and other previously available content. If Teladoc terminates the Teladoc Services or Your use of the Teladoc Services, this Agreement will also terminate, but Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 shall continue to be effective after this Agreement is terminated.

16. Medicare Terms

If You are receiving and utilizing the Livongo for Diabetes Program through Medicare, including Medicare health plan such as Medicare Advantage, the following terms will apply to Your usage of the Livongo for Diabetes Program blood glucose device and supplies:

- (a) The Livongo for Diabetes Program device and supplies provided to You are subject to the supplier standards concerning business professional and operational matters, that are contained in the Federal Regulations as stated in 43 Code of Federal Regulations Section 424.57(c). The full text of the standards can be found at <http://www.ecfr.gov> by searching Title 42 – Chapter IV – Subchapter B – Part 424 – Subpart §424.57 Livongo will provide You with a written copy of the standards if You request them in writing.

17. Rights and Responsibilities

(a) As a member in the Livongo Programs, You have the following rights in addition to all other terms as stated herein:

- (i) to have one's property and person treated with respect, consideration, and recognition of client/member dignity and individuality;
- (ii) to receive considerate, respectful and compassionate service regardless of Your age, gender, race, national origin, religion, sexual orientation, gender identity, or disabilities; to be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/member property;
- (iii) to appoint a designee, if You so desire, to speak on Your behalf and to make decisions on Your behalf as it pertains to Your Membership in the Livongo Program;
- (iv) to request restrictions on certain uses and disclosures of protected health information with the understanding that Livongo is not required to agree to a requested restriction after review of the request;
- (v) to inspect and copy protected health information;
- (vi) to receive an accounting of protected health information disclosures;
- (vii) to request amendment of protected health information;
- (viii) to be informed of any charges for the Livongo Programs covered by Your insurance and those to be paid by You and related billing method;
- (ix) to receive the Livongo Program devices in a timely manner from Livongo under contract or in accordance with Medicare's or the health plan's operational policy;
- (x) to make informed decisions about Your care, including receive information about the Livongo Programs, staff qualifications, any changes to a Livongo Program and any potential risks for discontinuing a Livongo Program;
- (xi) to be notified by Livongo in advance when the Livongo Program will be discontinued and the reason why;
- (xii) to be referred to another provider organization if Livongo is not able to meet Your needs or if You are not satisfied with any Livongo Program;
- (xiii) to opt out or cancel membership at any time;
- (xiv) to voice grievances/complaints, via the contact information listed below, regarding treatment or care or lack of respect of property, or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal and without fear of termination of a Livongo Program;
- (xv) to have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated; and
- (xvi) to be notified of contact information:
 - a. for Livongo Member Support at (800) 945-4355 24 hours a day or email at membersupport@livongo.com;
 - b. the Medicare Complaint Hotline number (1-800-MEDICARE) or website <https://www.medicare.gov/MedicareComplaintForm/home.aspx>;
 - c. the Accreditation Commission for Health Care (ACHC) Complaints Department number (855) 937-2242 ;and
- (xvii) to be fully informed of one's responsibilities.

- (xviii) to be informed of the hours of operations:
 - a. Member Support is available 24 hours a day/ 7 days a week,
 - b. Regular business hours are 9:00 am – 5:00 pm CST.
 - c. Regular Coaching services are available in all time zones as follows:
 - i. Monday through Thursday, 7:00 am – 9:00 pm,
 - ii. Friday, 7:00 am – 5:00 pm,
 - iii. Saturday 7:00 am – 3:30 pm.
 - d. Diabetes Response Specialists for Diabetes alerts are operational 24 hours a day/7 day a week

(b) As a member in the Livongo Program and receiving Livongo Equipment & Supplies, You have the following responsibilities, in addition to all the other responsibility You have as stated in this Agreement:

- (i) to notify Livongo immediately of any equipment malfunctions and damages;
- (ii) to notify Livongo promptly of any changes in insurance, Medicare coverage, and/or Your home address or telephone;
- (iii) to notify us of any equipment that is lost or stolen while in Your possession and pay for replacement;
- (iv) to pay for equipment and/or service, in which Your insurance company/companies does not pay, as well as any applicable copayments and/or deductibles for which You are responsible for;
- (v) to carry out mutually agreed responsibilities, including the proper care and maintenance of the Livongo Equipment & Supplies; and
- (vi) to notify us of changes in Your condition and to advise us of any problems or dissatisfaction with the Livongo Equipment & Supplies.

(c) As a member in the Livongo Programs, You have the following responsibilities in addition to all other terms as stated herein:

- (i) to provide complete and accurate information, including Your full name, address, home telephone number, date of birth, insurance carrier and employer, when it is required;
- (ii) to provide complete and accurate information about Your health and medication history, when it is required;
- (iii) to ask questions when You do not understand information or instructions;
- (iv) to actively participate in the management of Your health;
- (v) to treat all Livongo staff with courtesy and respect and abide by all Livongo Program guidelines;
- (vi) to provide complete and accurate information about Your health insurance coverage and to pay Your bills in a timely manner;
- (vii) to pay all amounts if enrolled in the Direct Enrollment Programs, that are not covered by Your insurer(s) including applicable co-payments and/ or deductible for which You are responsible.

18. Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable, or sublicensable by you except with Teladoc Health's prior written consent. Teladoc Health may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

19. General Legal Terms

You will not use any of the Teladoc Services, in a manner inconsistent with (i) this Agreement, or (ii) any applicable laws and regulations.

If You have not signed a separate written agreement with Teladoc related to the Teladoc Services, this Agreement is the entire agreement between You and Teladoc related to the Teladoc Services, replacing any prior agreements. If there is any conflict between this Agreement and a signed written agreement between You and Teladoc related to the Teladoc Services, this Agreement will control.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force, provided that the essential terms and conditions of this Agreement remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by the Agreement are materially preserved.

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Nothing in this agreement creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

The Teladoc Services will be provided by Teladoc without regard to Your race, national origin, sex, veteran status, age, disability, diagnosis or religious affiliation.

20. Contact Information

Teladoc Health, Inc. is headquartered in Purchase, New York, in the United States of America.

Teladoc Health, Inc.
Attn: Legal Department
2 Manhattanville Rd.
2nd Floor
Purchase, NY 10577

1-800-Teladoc

While we make every effort to respond to all correspondence within five (5) business days, we cannot guarantee a response to every communication.

Effective Date: August 4, 2021