

Mass General Brigham Virtual Urgent Care On Demand
Terms of Service

These Terms of Service were last updated September 16, 2022.

Mass General Brigham Virtual Urgent Care-On Demand (“Virtual Urgent Care On Demand”) is a service provided by Mass General Brigham Urgent Care, LLC, an affiliate of Mass General Brigham Incorporated, (collectively, “Mass General Brigham,” “we,” “us” and “our”) to allow patients to have a synchronous video visit with a Mass General Brigham physician assistant, nurse practitioner, or physician about a non-emergency health care concern.

VIRTUAL URGENT CARE ON DEMAND IS NOT TO BE USED FOR EMERGENCY SITUATIONS. IF YOU ARE EXPERIENCING SYMPTOMS LIKE SHORTNESS OF BREATH, CHEST PAIN, DIZZINESS, WEAKNESS, CONFUSION, HIGH FEVER, SUDDEN OR MAJOR BLEEDING, SEVERE ALLERGIC REACTIONS, OR ANY OTHER SYMPTOMS THAT MIGHT SUGGEST A SERIOUS CONDITION OR LIFE THREATENING EMERGENCY, VISIT THE NEAREST HOSPITAL EMERGENCY DEPARTMENT OR CALL 911 IMMEDIATELY.

We have established the following terms and conditions (the “Terms of Service”) with which you must comply when you access and view Virtual Urgent Care On Demand. All references to “you” or “your” refer to any person accessing, viewing and/or using Virtual Urgent Care On Demand.

1. MODIFICATIONS TO TERMS OF SERVICE

Mass General Brigham may, from time to time, change these Terms of Service, in which case we will post the updated terms with Virtual Urgent Care On Demand. By accessing or using Virtual Urgent Care On Demand, you are acknowledging that you have read and understand the information in the then-current Terms of Service, including any updated terms, and you are agreeing to be bound by the Terms of Service. If you do not agree to these Terms of Service, or if at any time you no longer wish to otherwise abide by the Terms of Service, you may not access or use Virtual Urgent Care On Demand.

These Terms of Service supplement, but do not replace, the Mass General Brigham [Website Terms of Use](#) and Mass General Brigham [Website Privacy Policy](#), the [Mass General Brigham Virtual Care Consent Form](#), and the [Notice of Privacy Practices](#) with respect to use of Virtual Urgent Care On Demand and virtual visits conducted through use of Virtual Urgent Care On Demand.

2. USE AND LIMITATIONS OF VIRTUAL URGENT CARE ON DEMAND

- (A) **Permitted Geographies.** Use of Virtual Urgent Care On Demand is currently limited to patients who are *physically located in Massachusetts or New Hampshire at the time of the visit*. You hereby agree that you will provide accurate information about your physical location when you request a visit, and you will not request a visit unless you are physically located in Massachusetts or New Hampshire at the time of the visit. Access to Virtual Urgent Care On Demand from jurisdictions other than Massachusetts and New Hampshire is strictly prohibited. If you are in any other location and need care right away, please call your primary care provider’s office, or seek care at an Urgent Care Center or Emergency Department near you.
- (B) **Virtual Visits.** Your Virtual Urgent Care On Demand visit will be conducted by a Mass General Brigham physician assistant, nurse practitioner or physician. In order to use Virtual Urgent Care On Demand, you will be required to review and agree to the Mass General Brigham Virtual Care Consent Form that will be made available to you by clicking a link through Virtual Urgent Care On Demand. If you would like to be seen by your primary care provider for a health care concern, either virtually or in person, please contact your primary care provider’s office.
- (C) **Information Provided by You for Virtual Visits.** The healthcare provider conducting your virtual visit will not have the benefit of all of the information that could be obtained by conducting an in-person examination, and therefore may not be aware of information that could affect their opinion. You acknowledge that you are aware of and agree to assume the risk of this limitation. Furthermore, you represent and warrant that all information provided to Mass General Brigham in connection with Virtual Urgent Care On Demand, including during account registration, is true, accurate and complete to the best of your knowledge. You are responsible for your devices used to access Virtual Urgent Care On Demand and all charges related thereto.
- (D) **Prescriptions.** You may or may not be issued a prescription in connection with your Virtual Urgent Care On Demand visit; however, DEA controlled substances are not prescribed as part of a Virtual Urgent Care On Demand visit. If the

healthcare provider determines during your Virtual Urgent Care On Demand visit that you may require DEA controlled substances, then the healthcare provider may recommend that you be seen in person.

- (E) Minor Patients. Virtual Urgent Care On Demand visits are available only for patients aged 3 and older. Virtual Urgent Care On Demand visits for patients aged 3 through 18 must be initiated by the patient's parent or legal guardian.
- (F) Email Address Required for Use of Virtual Urgent Care on Demand; Consent to Email Communications. An email address is required for use of Mass General Brigham Virtual Care on Demand services. By creating an account and providing your email address to us, you are communicating with us electronically and you consent to receive email communications from us and our service providers related to your Mass General Brigham Virtual Urgent Care on Demand account and your use of the platform. These email messages may include notifications that the account creation process remains incomplete, instructions to rejoin the virtual waiting room if a connection was lost, or other account related communications. These email communications are not secure (encrypted) and may contain a limited amount of Protected Health Information such as your name, email address and appointment time.
- (G) Account Credentials and Security. Access to Virtual Urgent Care On Demand is enabled by username and password, security questions and answers, and additional security measures we may implement from time to time ("Account Credentials"). You will provide Account Credentials when registering for access and must maintain that information in strict confidence. Do not share your Account Credentials with any third party or allow another person to access Virtual Urgent Care On Demand with your Account Credentials. You must notify us immediately if you have any reason to believe that your Account Credentials were lost, compromised, or misused in any way. You are fully and solely responsible for any and all use of Virtual Urgent Care On Demand under your Account Credentials, and you must use appropriate technical safeguards to secure your devices used to access Virtual Urgent Care On Demand, such as up-to-date software and virus protection.
- (H) Medical Records. You understand that information you send or receive via Virtual Urgent Care On Demand, and the record of your Virtual Urgent Care On Demand visit, will become part of your medical record.
- (I) Payments and Insurance. You acknowledge and agree that you are responsible for any and all charges and/or co-payments that may result from your Virtual Urgent Care On Demand visit. Please be advised that Virtual Urgent Care On Demand visits may not be covered by all insurance plans. It is recommended that you call the member services department of your health insurance plan for specifics regarding your coverage before the visit.

3. OWNERSHIP

- (A) The Virtual Urgent Care On Demand platform contains electronic content, functionality, features, and applications (collectively, "Materials") owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through Virtual Urgent Care On Demand. Except as provided herein, none of the Materials may be copied, distributed, displayed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, used to create a derivative work, or transmitted in any form or by any means without prior written permission from us or the third party owner. Unauthorized use of any Materials provided by Virtual Urgent Care On Demand may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes.
- (B) Except as expressly provided herein, we and our licensors reserve all rights with respect to Virtual Urgent Care On Demand and Materials. Mass General Brigham hereby grants you a limited license to access and use Virtual Urgent Care On Demand solely in accordance with these Terms of Service, applicable laws, and the rules, policies and procedures that we provide for Virtual Urgent Care On Demand. This license may not be shared with or transferred or sublicensed to any other party. Mass General Brigham and its third party licensors may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations of these Terms of Service, including but not limited to the right to terminate accounts of any user who has infringed any intellectual property or proprietary rights.
- (C) Trademarks and service marks that may be referred to in the Virtual Urgent Care On Demand are owned by us or their respective owners. Nothing in Virtual Urgent Care On Demand should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The names and logos used by us may not be used in any way, including in advertising or publicity pertaining to distribution of materials in

Virtual Urgent Care on Demand, without prior written permission. You are not authorized to use our logo as a hyperlink to Virtual Urgent Care on Demand unless you obtain our written permission in advance.

- (D) You also agree that we are free to use any feedback, corrections, ideas, concepts, know-how, or techniques that you provide to us with respect to the Virtual Urgent Care On Demand (collectively, "Feedback") for any purpose and you waive all rights therein. PLEASE DO NOT SEND US ANY FEEDBACK THAT YOU WISH US TO KEEP CONFIDENTIAL OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION UNLESS WE EXPRESSLY AGREE IN WRITING OTHERWISE.
- (E) We respect the intellectual property rights of others, and we prohibit users of Virtual Urgent Care On Demand from hosting or transmitting any materials that violate another person's intellectual property rights or these Terms of Service. For allegations of copyright infringement or any other issues, please notify us via the contact information below.

4. PROHIBITED ACTS

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce Virtual Urgent Care On Demand to human readable form or create derivative works based upon Virtual Urgent Care On Demand or any part thereof; (b) disable any licensing or control features of the Virtual Urgent Care On Demand; (c) introduce into Virtual Urgent Care On Demand any virus or other code or routine intended to disrupt or damage Virtual Urgent Care On Demand, or alter, damage or delete any Materials, or retrieve or record information about Virtual Urgent Care On Demand or its users; (d) merge Virtual Urgent Care On Demand or Materials with other materials or create derivative works based on Virtual Urgent Care On Demand or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on Virtual Urgent Care On Demand or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to Virtual Urgent Care On Demand to others; (g) use, or allow the use of, Virtual Urgent Care On Demand or the Materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (h) otherwise act in a fraudulent, illegal, malicious or negligent manner when using Virtual Urgent Care On Demand; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (k) access or use Virtual Urgent Care On Demand by means of any automated program, expert system, electronic agent or "bot," or give any other person or entity unauthorized access to Virtual Urgent Care On Demand; or (l) engage in "scraping," copying, republishing, licensing, or selling the data or information on Virtual Urgent Care On Demand for commercial purposes.

Mass General Brigham may take whatever remedial action it determines in its sole discretion is appropriate if you engage in any prohibited acts. Mass General Brigham may terminate or suspend your access to Virtual Urgent Care On Demand at any time and for any reason, including, without limitation, as a result of your violation of any of the foregoing restrictions. We have the right to deny access to Virtual Urgent Care On Demand to any person, agency or organization, or to prohibit any person, agency or organization from using Virtual Urgent Care On Demand, at any time and for any reason.

5. THIRD PARTY LINKS AND MATERIALS

Virtual Urgent Care On Demand may contain links to third party materials and third party websites for your information and convenience. Mass General Brigham is not responsible for the availability, accuracy, or content of any of those third party materials or websites nor does it endorse them. Additionally, certain information contained within or accessible through Virtual Urgent Care On Demand is provided by third parties. Prior to accessing this information you may be asked to agree to additional terms and conditions provided by such third parties which govern access to and use of those materials.

6. DISCLAIMER OF WARRANTIES

- (A) ACCESS TO VIRTUAL URGENT CARE ON DEMAND AND THE MATERIALS AND INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MASS GENERAL BRIGHAM DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- (B) MASS GENERAL BRIGHAM DOES NOT WARRANT THAT: (I) VIRTUAL URGENT CARE ON DEMAND WILL OPERATE UNINTERRUPTED AND ERROR-FREE OR (II) VIRTUAL URGENT CARE ON DEMAND WILL BE FREE OF VIRUSES, WORMS OR

OTHER HARMFUL MATERIAL. YOU ASSUME THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO YOUR SYSTEMS OR OPERATIONS WHICH COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN VIRTUAL URGENT CARE ON DEMAND.

- (C) MASS GENERAL BRIGHAM DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION, AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION WHILE IN TRANSIT TO MASS GENERAL BRIGHAM. MASS GENERAL BRIGHAM MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO OR FROM VIRTUAL URGENT CARE ON DEMAND.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL MASS GENERAL BRIGHAM OR ANY MASS GENERAL BRIGHAM AFFILIATE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF VIRTUAL URGENT CARE ON DEMAND, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Service and any dispute in connection with Virtual Urgent Care On Demand shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts or choice of law. Except with respect to mandatory arbitration as provided below, you hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for the resolution of any dispute relating to these Terms of Service or Virtual Urgent Care on Demand, and you waive any right of removal or transfer whether due to forum non conveniens or other reason. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are expressly excluded from these terms. Except for claims by us for injunctive or other equitable relief, any claims related to the Terms of Service or Virtual Urgent Care On Demand, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall be administered by JAMS and take place in the Commonwealth of Massachusetts or at the option of the party seeking relief, online, by telephone, in your state of residence or via written submissions alone. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

A printed version of these Terms of Service and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

9. OTHER GENERAL PROVISIONS

The Terms of Service constitute the sole agreement between you and Mass General Brigham relating to your use and our provision of Virtual Urgent Care On Demand and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in these terms the agreements and policies referenced herein and incorporated by reference shall bind either you or Mass General Brigham. Any terms herein which are determined to be invalid or unenforceable shall be

ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms or affecting the validity or enforceability of these terms as a whole. Failure to insist on performance of any of the terms herein will not operate as a waiver of any subsequent default. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. These Terms of Service shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns.

10. CONTACT INFORMATION

If you have any questions, concerns or comments about these Terms of Service or Virtual Urgent Care On Demand, please contact us at the Virtual Urgent Care On Demand Help Desk (844) 377-4199.