

CONSENT TO TELEHEALTH

1 January 2017

Before you give your consent, make sure you understand how using the Nurx app, including native and web-based apps ('the App') to obtain medical care differs from visiting a more traditional doctor's office.

If you have any questions, please send us a message through the App or call us at 800-321-NURX.

This service is provided by Propel Network, LLC herein also referred to as Nurx.

Propel Network, LLC does not provide any medical services. Propel Network, LLC can store a request for medical services and forward that request to a licensed medical provider in your state.

After you make a request through the App, Nurx will nominate one or more doctors to work on your request. Those doctors are third-party beneficiaries of this Agreement.

NOT FOR EMERGENCIES

I understand that I should never use the App in an emergency. I understand that in an emergency, I should dial 911 or go to an emergency department.

DOCTOR-PATIENT RELATIONSHIP

I understand that the doctor has the right to refuse to take responsibility for my care if the doctor makes a professional judgment that I am not a good candidate for this service. I understand that making a request for treatment (by completing a visit and making payment) or sending a message through the App does not in and of itself create a duty of care or create a doctor-patient relationship.

I understand that the doctor will take responsibility for my care only after the doctor has reviewed my request for treatment, reviewed all my information, and then subsequently determined that I am a good candidate for the telehealth services.

I understand that there may be a delay until the next business day before a doctor reviews my request for treatment and any messages I send.

LIMITED SERVICE SCOPE

I understand that by using the App I will receive care for a limited scope of services only.

I understand that by using the App I won't receive any other medical services that go beyond the services offered by Nurx. I need to seek other sources for my other medical needs.

I understand that by using the App for a telemedical consultation, I won't have an in-person consultation and physical exam that might identify a medical condition that needs further investigation or immediate treatment.

GREATER RELIANCE ON INFORMATION YOU PROVIDE

I understand that by using the App I seek to enter into a relationship where the doctor relies exclusively upon information that I provide to decide whether or not the requested service is safe.

I understand that the doctor has no way of verifying the information I provide and that the doctor will consider the information I provide to be accurate, true, and complete.

ADVERSE EVENTS

I understand that if I provide information that isn't true and complete, then I'll be at greater risk of adverse events from taking the prescribed treatment.

I understand that all the information I provide when requesting a prescription, including my age and blood pressure, is important in the doctor's determination as to whether I'm a good candidate for a particular birth control pill and for the service in general.

I understand that adverse events can be caused by a number of things, including an allergic reaction, side effects, or interactions between medications, smoking, or other things (e.g., supplements or recreational drugs) I'm taking.

I understand that adverse events from taking birth control pills include but aren't limited to stroke, heart attack, and death.

NO COMMUNICATION WITH A DOCTOR IN REAL TIME

I understand that by using the App I won't speak or message with a doctor or nurse in real time.

I understand that I must check the App for messages because this is the way that Nurx will communicate important information to me. I understand that if I don't check the App regularly, then my care may be delayed.

I understand that if I have any questions relating to my care that aren't urgent, I can message Nurx through the App. I understand that Nurx may not review my messages until the next business day.

IMPORTANCE OF READING INFORMATION WE PROVIDE

I understand that by using the App I won't receive personalized advice on the most appropriate birth control method or the most important that I read the information provided within the App and via links to third-party websites for information about my birth control choices.

I understand that the online nature of the App requires me to read and understand the information provided about birth control pills.

I understand that the information about the risks of birth control pills is found within the Frequently Asked Questions and the information Nurx provides when I select a specific birth control pill.

UNDERSTANDING THE RISKS ASSOCIATED WITH YOUR MEDICINE

I understand that through the App I can request a prescription for many different types of birth control pills and that different types of pills have different risks of adverse events and different side effects.

I understand that in general, combination birth control pills have a higher risk of serious side effects, including blood clots, stroke, permanent disability, and death, than progestin-only pills. Combination pills contain 2 hormones, estrogen and progestin.

I understand that if I request a prescription for a combination pill then it's important that I provide a recent and accurate blood pressure measurement because it's not appropriate to take combination pills if I have elevated blood pressure.

I understand that if I take a combination pill without knowing my blood pressure then I have a significant risk of blood clots, stroke, permanent disability and death.

I understand that it's my responsibility to read and understand the information Nurx provides me before taking the medicine I'm prescribed, whether it's birth control or antibiotic treatment for a possible UTI.

I understand that if I request a prescription for a specific birth control pill, then I accept any increased risk of adverse events and serious side effects associated with that particular medicine.

RISK TO ELECTRONIC HEALTH INFORMATION

I understand that the electronic nature of the App means that there's a greater risk to the privacy of my health information compared to visiting a traditional doctor's office.

I understand that although Nurx implements a wide range of administrative, physical, and technical safeguards to protect my health information, Nurx cannot guarantee the privacy and confidentiality of my health information.

For more details about how Nurx protects your health information, see our [Privacy Policy](#).

PRIVACY POLICY

12 October 2015

OVERVIEW

State laws and US federal law govern how Propel Network, LLC, ('we'/'us' or Nurx) can use and disclose health information that 'individually identifies' you . This information is called 'protected health information' or 'PHI'. We collect PHI when you use our App and when you communicate with us. State law and US federal law specify the rights you have over your PHI.

This Privacy Policy helps you understand a) how we'll use and share your PHI, b) what rights you have over your PHI and how to exercise your rights, c) what to do if you think we're not complying with our legal obligations, and d) what information we collect when you use the Nurx app ('the App') .

If you have any questions, please send us a message through the App or call us at 800-321-NURX during business hours, Monday to Friday.

Propel Network, LLC does not provide any medical services. Propel Network, LLC can store a request for medical services and forward that request to a licensed medical provider in your state.

After you make a request through the App, Nurx will nominate one or more doctors to work on your request. Those doctors are third-party beneficiaries of this Agreement.

HOW WE USE AND DISCLOSE YOUR PHI

We use and disclose your PHI to provide you with care, to run our healthcare operations, to take payment and to comply with state and US federal regulations.

We use your telephone number to call you if we have any questions, to leave you voice messages if you don't answer the telephone when we call you, and to call you to ask for feedback on your experience of using the service. We also use your telephone number to send you SMS /text messages.

To provide treatment and to run our healthcare operations and to take payment we share your PHI with selected organizations that provide us with services . As examples, we share your PHI with organizations that help us run and maintain the technology and security infrastructure that supports the App and the care we provide. We also may share your health information with medical staff who help ensure that we are providing a service that meets the appropriate standard of care. We share your PHI with our online payment processor and with our bank. We share your PHI with the pharmacy if we give you a prescription and with intermediaries who enable us to send prescriptions electronically.

We may use your PHI to tell you about health-related products and services.

We may share your PHI with a third party if we merge, are acquired or undergo an asset sale.

Wherever possible we strive to make sure that any third parties with whom we share your PHI are legally bound by the restrictions of this Privacy Policy.

It is not possible to bind Google Inc to such restrictions, in so far as Google Inc provides us with analytical tracking services to help us understand how you use the App and our website . Google Inc may have

access to various technical information about you, including but not limited to your internet protocol address and your MAC address.

OTHER INFORMATION WE COLLECT

Separate to the health information we collect, we collect technical information about how you use our App. We use this information to help us improve the overall quality of the App and the service we provide. Technical information we collect may include information about your mobile device, including but not limited to unique device identifiers and the operating system you use, and information about when and how you use the app, and information about your general location when you use the App, including but not limited to your internet protocol address and MAC address.

We do not respond to 'do not track' signals in your browser.

RISK OF SENDING UNENCRYPTED EMAILS

The emails we send you are not secure because they are unencrypted. Other people may be able to read and forward the emails we send you and the emails you send us. Emails we send you may include a wide range of identifiers that include but aren't limited to your name, your email address, your visit number, your patient number, the date you used our service etc.

When you create an account on the App we ask you to give us your email address. We send an email to the email address you give us and the email we send may contain PHI. If you give us an incorrect email address we will unknowingly send an email that contains your PHI to the wrong person.

RISK OF STORING PHI ON YOUR MOBILE

When you use the App there is a risk that your PHI will be stored unencrypted on your mobile. We take a variety of technical safeguards to make sure that your PHI does not leak onto your mobile but we cannot guarantee that these safeguards work.

RISK OF OUR SYSTEMS GETTING HACKED AND COMPROMISED

We take a number of administrative, technical and physical safeguards to look after the PHI that we hold electronically on our servers. But despite these safeguards, no system is perfect and we cannot guarantee that our systems and your PHI will not be hacked or otherwise compromised by unauthorized third parties.

THE RIGHTS YOU HAVE OVER YOUR PHI

Right to obtain a copy of your medical record. While the law allows us to charge a fee for this, you can download your complete record from our website for free. We will also provide customer support to help you obtain your records, however we reserve the right to charge a fee for time-consuming requests. We are allowed to charge you a fee if we think it's appropriate.

Right to request that we limit how we use and share your PHI. There may be occasions when we cannot agree to your request.

Right to request that we change or update information held in your medical record. There may be occasions when we cannot agree to your request.

Right to request how we send you PHI. The electronic nature of the App limits our ability to agree to such requests.

Right to an accounting of the disclosure of your PHI. You are entitled to one 'disclosure accounting' in a 12-month period at no charge. An accounting does not include disclosures to carry out treatment, healthcare operations or payment. We are allowed to charge a fee for any additional accounting in a 12-month period.

Right to a paper copy of this Privacy Policy. The electronic nature of the App limits our ability to agree to such requests.

HOW TO CONTACT NURX TO USE YOUR RIGHTS

Please write to us at: The Privacy Officer, Hans Gangeskar 14525 SW Millikan Way #38105, Beaverton OR.

HOW TO COMPLAIN

To submit a complaint to Nurx you need to submit your complaint in writing to:

The Privacy Officer, Hans Gangeskar 14525 SW Millikan Way #38105, Beaverton OR.

In addition you can complain to:

Secretary of the U.S. Department of Health and Human Services

Attention : Regional Manager 50 United Nations Plaza, Room 322 San Francisco, California 94102

For additional information, call (800) 368-1019

or

U.S Office of Civil Rights (866) 627-7748 (Voice) or (866) 788-4989 (TTY)

NO RETALIATION

We will not retaliate against you for filing a complaint.

EFFECTIVE DATE

This Notice is effective dated 1 October 2015.

CHANGES TO THIS NOTICE

If we change the terms of this Privacy Policy then we will post the new Privacy Policy on our website and on the App. Any new Privacy Policy will apply to all PHI that we maintain, including PHI that was created prior to the change.

Terms of Use

12 October 2015

1. USE OF THE APP.

Propel Network, LLC ("we ", "us", or "our ", "Nurx"), operates this Nurx mobile application (the "App. Through the App we offer a self-pay online telehealth service (the "Service ") that lets people get a telemedicine consultaiton. Our doctors are licensed to practice in your state. If appropriate, our doctors will send a prescription to a pharmacy licensed in your state, you agree to these Terms of Use, the Consent to Telehealth, and the Privacy Policy that appear on the App. If you do not wish to be bound by these Terms of Use, you may not use the App.

Propel Network, LLC does not provide any medical services. Propel Network, LLC can store a request for medical services and forward that request to a licensed medical provider in your state.

After you make a request through the App, Nurx will nominate one or more doctors to work on your request. Those doctors are third-party beneficiaries of this Agreement.

2. 'JAILBREAKING' THE MOBILE OPERATING SYSTEM.

The App is intended for use only on a mobile phone that runs an unmodified manufacturer approved operating system. Using the App on a mobile phone with a modified operating system may undermine security features that are intended to protect your protected health information from unauthorized or unintended disclosure. You may compromise your protected health information if you use the App on a mobile phone that has been modified. Use of the App on a mobile phone with a modified operating system is a material breach of these Terms of Use.

3. APP CONTENT.

Other than the personalized content we send you through an in-App message, you should not consider content on the App to be medical advice .

4. USER ACCOUNTS.

When you register on the App, you need to create an account ("Account ") by entering your name, email address, password, and certain other information we collect. You may not transfer or share your Account password with anyone, or create more than one Account. You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. You are responsible for changing your password promptly if you think it has been compromised. To change your password go into 'Account' within the App. We reserve the right to take any and all action, as it deems necessary or reasonable, regarding the security of the App and your Account. You may not use anyone else's account at any time.

5. ACCESS RIGHTS.

We hereby grant to you a limited, non-exclusive, non-transferable right to access the App from a mobile phone located in the Nurx service area and to use the Service solely for your personal non-commercial

use and only as permitted under these Terms of Use, Consent to Telehealth, and the Privacy Policy. We reserve the right, in our sole discretion, to deny or suspend use of the App to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (b) use the App to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the App; (d) distribute viruses or other harmful computer code through the App or (e) otherwise use the App in any manner that exceeds the scope of use granted above .

6. OWNERSHIP.

The App and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned or used under license by Nurx and are protected by United States and international copyright, trademark, trade secret, and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our App except as generally and ordinarily permitted through the App according to these Terms of Use. You must not access or use for any commercial purposes any part of the App.

7. TRADEMARKS.

Certain names, logos, and other materials displayed on the App may constitute trademarks, trade names, service marks or logos ("Marks ") of Nurx or other entities. You are not authorized to use any such Marks without the express written permission of Nurx. Ownership of all such Marks and the goodwill associated therewith remains with us.

8. TERMINATION.

Nurx may suspend or terminate your use of the App for any reason at any time. Subject to applicable law, Nurx reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the App pursuant to its internal record retention and/or content destruction policies . After such termination, Nurx will have no further obligation to provide the Service, except to the extent we are obligated to provide you access to your health records or we are required to provide you with continuing care under our applicable legal, ethical and professional obligations to you.

9. RIGHT TO MODIFY.

We may at our sole discretion change, add, or We may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. Continued use of the App following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use, inclusive of such changes.

10. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK. WE PROVIDE THE APP ON AN "AS IS" AND "AS AVAILABLE" BASIS. NURX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, AND SYSTEM INTEGRATION .

11.LIMITATION OF LIABILITY.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NURX OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OF THE APP, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law .

12.INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless Nurx, its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees ("Claims"), resulting from, or alleged to result from, your violation of these Terms of Use.

13.GEOGRAPHICAL RESTRICTIONS.

You may only use the App from a mobile phone located in Nurx service area. Nurx makes no representation that the App is appropriate or available for use in locations outside the Nurx service area. or the State of Pennsylvania.

14.MISCELLANEOUS.

These Terms of Use and your use of the App shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. Any dispute arising under or relating in any way to these Terms of Use will be resolved exclusively by final and binding arbitration in San Francisco, California under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in San Francisco, California, for any action related to these Terms of Use.

You understand that by checking the "agree" box for these Terms of Use and/or any other forms presented to you on the Site you are agreeing to these Terms of Use and that such action constitutes a legal signature. No waiver by Nurx of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Nurx to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

The Digital Millennium Copyright Act of 1998 (the "DMCA ") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the App infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA

permits you to send us a counter-notice. Notices and counter-notices the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the App infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to Propel Network, LLC 14525 SW Millikan Way #38105, Beaverton OR...