

SOLCERE

ONLINE TESTING + CONSULT PACKAGE PURCHASE TERMS & CONDITIONS

The purpose of these ONLINE PURCHASE TERMS & CONDITIONS (the “terms”, or “conditions”) is to ensure that Online Customers understand how our facility operates and the transaction conditions when purchasing one of our TEST+CONSULT packages through our website. SOLCERE, its providers and its staff (referred from now as “SOLCERE”, “our practice”, “our office”) provide Naturopathic Medicine services in Encinitas, California.

1. Access to Services

At SOLCERE, we offer direct-to-consumer lab testing with a provider’s consultation included for people that do not want to enroll as a patient, either for personal choice, or due to the nature of their concerns. Our goal is to provide a personalized experience tailored to your specific needs.

The acceptance of these terms do not entitle the rights to health care outside of the stipulated schedule. This means that these conditions limit only to the purchase of the testing package selected, and the reporting provided. Customers understand that further agreements should be signed if they choose to have an appointment to review the results of the lab testing. Under no circumstances, the purchase of a test represents SOLCERE or any of their providers becoming the Customer’s Primary Care Provider.

SOLCERE may request an in person appointment (at an additional fee) to establish care in the State of California in order to access to patient services such as: further laboratory/imaging study orders, medication prescriptions and professional referrals.

2. Type of Services Purchased

Clients understand that the type of Service Purchased is described in the offer and its description encloses the totality of services offered. Services outside the offer description are provided under the sole discretion of Solcere providers and may require additional fees.

Clients understand that the scope of services provided at Solcere are limited to a set of services, which are generally within the scope of practice of Naturopathic Medicine.

Clients understand that SOLCERE's ability to provide care may be limited by training, experience, setting, equipment, medical complexity, supplies, and other unforeseen circumstances.

Please note that the availability of services and the fees associated with services that we offer may change at any time.

3. Services Not Covered

Unfortunately, SOLCERE is unable to provide some services under any circumstances. If you are in need of these services, we suggest you ask for our list of recommended providers, or visit the hospital or other healthcare facility that can provide these services for you. The services we are unable to provide include but are not limited to the following:

- X-rays, CT scans, ultrasounds, and medical imaging
- Hospitalizations
- Specialists care
- Obstetrical care and delivery
- Gynecological care (inquire within)
- Cancer treatments
- Any surgery or procedure.
- Medications dispensed from our office
- Immunizations
- Durable medical equipment and supplies (e.g. crutches, wheelchairs, walking boots, casts, etc)

4. Terms of Service

By purchasing on our website, you acknowledge that you will not have any other access to our services including phone, email, video visit/telemedicine, or any other of our services reserved to SOLCERE patients. We reserve the right to limit, remit, deny or revoke our services for any reason at any time.

5. Hours of Operation

Currently our hours of operation are:

- Monday – Friday: 08:00 am – 4:00 pm (Pacific Time)

These hours are subject to change and you should check our website for the latest

details on our hours of operation. Our office does not accept walk-in appointments, so please contact our office to schedule an appointment.

6. Conduct and Behavior

SOLCERE is committed to ensuring high quality of care and an environment that promotes safety and comfort. In turn, we expect that our customers treat all SOLCERE staff and other patients that may be in the facility with mutual respect. SOLCERE will not tolerate any abusive, disruptive or discriminatory behavior from customers and reserves the right to terminate SOLCERE services with no refunds upon such behavior being identified. In the event that these terms are violated by either party, SOLCERE shall be entitled to all amounts paid by clients and is not required to provide any prorated refunds.

7. Refunds

All sales are final, and SOLCERE does not offer any money-back guarantees. You recognize and agree that you shall not be entitled to a refund for any purchase under any circumstances.

8. Emergencies

SOLCERE is unable to provide emergency or time-sensitive medical support. **If you are faced with a medical situation that requires urgent or emergent attention, you agree to go immediately to the hospital to receive emergency care or call 911 and follow the directions of the emergency operator or other staff.**

9. Insurance

SOLCERE accepts patients with health insurance and patients who do not have health insurance. SOLCERE does not bill your health insurance for our services.

SOLCERE may not provide superbills with billing/diagnostic codes for you to submit to your insurance for our services. You are provided a general bill per the services contracted.

These terms acknowledge your understanding that Physician and Practice has opted out of Medicare, and as result, Medicare CANNOT BE BILLED for reimbursement for any such services.

10. Privacy and Release of Patient Information

At SOLCERE we respect and care about your privacy. SOLCERE makes every reasonable effort to ensure that your information is secure and is treated in compliance with applicable privacy laws including the Health Insurance Portability and Accountability Act (“HIPAA”). By accepting these terms, you acknowledge that you have read and understand our Website Privacy Policy.

Personal Information SOLCERE Collects

SOLCERE collects IIHI and other personal information from you when you voluntarily consent for us to collect and use it. You voluntarily consent for us to collect and use your personal information by:

- Directly providing the information to us: In some circumstances, you may be asked by SOLCERE to provide specific IIHI and other personal information so that we can effectively provide our healthcare services, or you may choose to give us such information on your own accord. Both of these are examples of when you are consenting for us to collect, use and store your IIHI and other personal information that you provide to us. Specifically, you consent for us to use the information you have provided when you share such information during a healthcare appointment whether in person or through our telemedicine or other online services, fill out our patient intake form, schedule an appointment, reach out to us by email or our social media accounts, use the “contact us” form on our website, interact with our support or customer service teams, or comment on our social media accounts. It is important to be aware that the information you provide on our social media accounts are readily available to the public.
- Interacting with our online services: You also permit us to collect information such as your IP address, browser type, geolocation, device type, the frequency of visits to our online services and network connection type while you use our online services. We use cookies and third-party services, such as Google Analytics to help us collect this information. This information is only delivered to us in a pseudonymized and aggregate form; this means you are not personally identifiable to us. However, you should be aware that in some circumstances we may be legally required to hand over this information to law enforcement or regulatory authorities, who may then use this information to reveal your identity.

Sharing IIHI with SOLCERE

As mentioned above, HIPAA requires health care providers to treat IIHI with extra care. For this reason, SOLCERE uses HIPAA compliant patient portals, health record storage systems, and telemedicine software. We request that all IIHI be communicated and shared with us through these services rather than through other unsecured channels such as normal email, video, and text. If you decide to send us IIHI through these unsecured channels, you understand that this information may not remain confidential and breach of this information will not be due to any fault of SOLCERE.

Cookie Policy

Cookies are small files that we transfer to your computer's hard drive through your browser to help provide certain online services.

- Types of cookies we use: We use both session cookies, that are erased once you exit your browser, and persistent cookies, that stay on your device for a set period of time or until you manually delete them.

- Why we use cookies: We mainly use cookies to help ensure you have the best user experience possible while using our online services. As mentioned earlier, we also use cookies to give us insight into things like the number of visitors to our online services, type of devices being used to access our online services, how visitors ended up on our online services and the geographic area they are located. You have also probably hear that cookies might be used to ensure that you see advertisements relevant to you interests. Currently, SOLCERE does not use targeted advertising on our website. However, we do use targeted advertising through Facebook, Instagram, and Google. Facebook, Instagram, and Google use cookies on their platforms to collect information about your interests and online habits. When we advertise our services through their platforms, we are then able to select a targeted audience that we hope may be interested in our services. That is why you may see some 'paid' or 'sponsored' advertisements from SOLCERE while using these platforms.

- Can I block cookies? Most browsers have an option to stop your computer from accepting cookies or to stop certain types of cookies from being activated. If you do decide to block cookies, our online services may operate a little strangely, and you may not be able to access some of our online features. If you are worried about targeted advertising, you can choose to specifically opt out of targeted advertising by going the following links:

Facebook - <https://www.facebook.com/settings/?tab=ads>

Google - <https://adssettings.google.com>

Digital Advertising Alliance - <http://optout.aboutads.info/>

You can check out www.allaboutcookies.org to learn more about the cookies!

Online Credit Card Processing

For your convenience, SOLCERE allows for our services to be paid by using online credit card payments. We only use PCI compliant third parties to process credit card transactions. Currently, we use Stripe as our Credit Card processor.

Reasons SOLCERE Collects Personal Information

We NEVER collect your information for the purpose of selling, renting, marketing or otherwise abusing it.

We collect and use your IHI for the following reasons:

- To provide you with health, counseling and treatment services;
- To inform you of potential treatment options or alternatives;
- To verify that your medical information is accurate;
- To bill for services;
- To contact you and remind you of an appointment;
- To improve, monitor and determine the type of medical supplies or any health care or online services that we may need to provide;
- To evaluate the quality of care you received from us, to develop protocols and clinical guidelines, to develop training programs, and to aid in credentialing, medical review, legal services, and insurance. We will share information about you with such insurers or other business associates as necessary to obtain these services; and
- To help you efficiently access your IHI.

We collect and use your other personal information from you for the following reasons: • To personalize our online features and content;

- To fulfill or enforce a contract that you have entered into with us;
- To process your membership plan payments;
- To prevent, investigate and address the misuse of our services;
- To learn about the types of people that are using our services;
- To allow you to participate in social sharing;
- To respond to your inquiries and fulfill your requests;
- To comply with law enforcement and other regulatory authorities; and • To communicate with you about SOLCERE.

Sharing Your Information with Third Parties

Although we make reasonable efforts to limit who we share your information with and NEVER sell, rent or market your IHI or other personal information, there are situations where sharing is necessary or situations where we may be required by law to share your information. You do have some choices regarding the way we share your IHI and if you have a clear preference for how we share your information in the situations described below, talk to us about these preferences.

We may share your personal information with third parties in the following ways:

- Designated Family & Friends: We may share your IHI with family members and friends that you have expressly designated as able to access your health records. This may be through consent forms you have provided to SOLCERE or through other legal channels such as a

Power of Attorney or Medical Directive. You have a right to change this information at any time. IIHI concerning minors may be shared with parents or guardians.

- **Bill for Services:** We may share your IIHI and other personal information in order to bill and collect payment for healthcare services provided by SOLCERE.
- **Employees and other Business Associates:** Sometimes we use other trusted companies and individuals to help us out with our workload. Whenever a company or individual is working for us whether as an independent business associate or in an employee position, they are acting as our agent. Sometimes our agents may need to access your IIHI or other personal information for a particular task or as part of their employment position. Our employees are trained to ensure they understand our privacy practices and all of the business associates that we use are familiar with HIPAA compliance and do not have the right to use your IIHI in a way that would violate your rights.
- **Pharmacies:** When we order a prescription of medication for you, we may share your IIHI and other personal information with the pharmacy and its agents in order to fulfill that prescription.
- **Third-Party Software and Apps:** We use a number of third-party software and apps to facilitate the running of SOLCERE. Your IIHI and other personal information may be shared with these third parties. As mentioned earlier in this Policy, we only use HIPAA compliant software and apps to store and process your IIHI. However, we may use other non-HIPAA compliant third-party software and apps to process and store personal information that is not IIHI.
- **When it is in Your Best Interest:** We may share your IIHI if we believe it is in your best interest and you have not expressed a preference to suggest otherwise.
- **To Protect Health & Safety:** We may share your IIHI and other personal information if we believe that sharing the information will lessen a serious or imminent threat to the health or safety of you or another.

Communications Policy

- **Communications you can opt out of:** At SOLCERE, we love to keep you updated on all that is happening at our practice and any fundraising and other events that we may be organizing for the community. If you are receiving emails or phone calls to this effect, it means that you consented to receive these communications through our website or by otherwise letting us know that we could use your email address in this way. Of course, you are always free to opt out of these emails by simply clicking 'unsubscribe' or requesting for us to remove you from our e-mail and phone list.
- **Communications you will not be able to opt out of:** There are some communications from SOLCERE that you will not be able to opt out of. For example, we may notify you that updates have been made to this Policy, confirm your appointment, follow up on a payment that is due or give you information in the unlikely event that our security safeguards have been breached.
- **Notifications from third-party apps and software:** You may also receive important notifications from the third-party apps and software that we use. For example, these notifications may be to let you know that you have a message from SOLCERE such as upcoming appointments, bill reminders or a personal message from your physician. These notifications will never display any

of your IHII in the notification that pops up on your device, but rather will request for you to input your password in order to access any IHII information.

11. Disclaimer

You agree and acknowledge that the practice of medicine is not an exact science and that any treatment recommendations made by SOLCERE may be subject to future development, review and possible professional disagreement. SOLCERE makes no guarantee as to the results of any treatment or recommendations made; however, all treatment and recommendations made are based on the sound judgment of our physicians, nurse practitioners, physician assistants, independent contractors, and of our other providers and staff. You also acknowledge that although all recommendations encompassing alternative treatment practices are legal, they may not be approved or encouraged by the U.S. Food and Drug Administration or the California Department of Public Health. You agree not to hold SOLCERE liable for any loss, injury, damages or expenses beyond our provider's control or related to any technical failure of the SOLCERE website or other electronic services.

12. Severability

If any term or condition in these Terms is declared to be invalid, illegal or unenforceable, for any reason, the remainder of the provisions will remain in effect and shall be enforceable to the fullest extent possible.

13. Waiver

No waiver by SOLCERE of any term or condition in these terms shall be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same, or any other term or condition of these terms or any other agreement.

14. Assignment and Delegation

Neither party may assign these terms, in whole or in part, without the consent of the other party. SOLCERE may delegate services to employees or other agents as appropriate.

15. Governing Law

These terms are to be governed by and interpreted, constructed and enforced in accordance with the laws of California in the jurisdiction of San Diego County.

16. Contacting Us

If you have any questions about SOLCERE or these terms, you may contact us by phone at (760) 385-8683 or email hello@SOLCEREcare.com. Please understand that all phone communications are taken in the order they are received and that in times of high volume your call may go to voicemail. We aim to reply to all voicemails and emails within 1-2 business days. If you have not heard back from us within this time frame, we suggest you reach out to us via phone.