

KOOLMD TERMS AND CONDITIONS

Welcome to the KOOLMD.COM website your comprehensive Online Medical Consultant providing health and wellness services to you. KOOLMD.COM is a web-based or internet driven online Health, Wellness and preventive service provider that is global in coverage. [KOOLMD's](http://KOOLMD.COM) reach is worldwide in scope and KOOLMD.COM acts as a resource for health services using advanced telecommunication media.

KOOLMD.COM also serves as a health and wellness Portal and online Gateway for accessing health information. The [KOOLMD.COM Corporation](http://KOOLMD.COM) (AKA [KOOLMD](http://KOOLMD.COM)) provides a internet based online telemedicine services as well as Phone medical consultations worldwide via our team of **Global Mobile Doctors Network of physicians**. [KOOLMD](http://KOOLMD.COM) offers you private and secure telemedical consultation services utilizing a diverse range of telecommunications media. We use both landline and mobile (cellphone) telephone connections as well as secure internet based secure Email communications along with Webcam videoconferencing and chat applications to allow optimum communication between a healthcare provider and a patient. Our Webcam allows for secure medical videoconferencing or videomeeting or a video-visit with a physician all in the privacy of your own home, office or while on the go. Our high quality video software will even allow Videopresence types of live medical consultations.

Videopresence allows for a life-size type distant evaluation using a large television screen. It improves the "presence" of a person at a remote location, hence the use of this term. Our goal is to transition towards the use of High Definition web-based *Videoconferencing* between a patient and medical doctor.

I. Terms of Use.

The [KOOLMD Telemedicine medical services](http://KOOLMD.COM) are offered to you under and you agree to be bound by the terms and conditions of this Terms of Use. [KOOLMD Telemedicine services](http://KOOLMD.COM) are only available to users that have an existing patient-physician relationship with a physician or other health care provider medical professional who are active patients or members of KOOLMD.COM. We reserve the right to change, modify, update or altogether overhaul the Terms of Use at any time and for any reason by posting the modified Terms of Use. Your continued use constitutes your agreement to be bound by any current or future revisions and therefore you should periodically visit this page of the KOOLMD.COM website and print the latest version of Terms of Use for your records. The date of the last update to these Terms of Use is stated at the bottom of this document.

II. Use of Services.

KOOLMD ONLINE SERVICES ARE NOT INTENDED FOR EMERGENCIES. The KOOLMD medical services are not to be used for any medical emergencies or urgencies. Any urgent or emergent medical conditions need to be referred to an emergency room. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL 911 OR YOUR DOCTOR OR URGENT CARE CENTER IMMEDIATELY.

1. Costs of Medical Services

KOOLMD provides quality medical services at a reasonable cost. Please check the COSTS AND FEES INVOLVED page of our website for a current Cost explanation and details. Currently we are not accepting personal health or medical insurance. You may save receipts from payment to **KOOLMD** to see if your insurance carrier is willing to reimburse you at a later date. **KOOLMD** shall not and does not provide any guarantees that your insurance carrier will cover any of our medical or consultative or referral or lab or bloodwork services that we provide.

2. Prescriptions.

You agree that any prescriptions that you acquire through the **KOOLMD** online services or eprescription or other services used to transmit or call in a prescription will be solely for your own personal use only. Additionally you agree to properly and carefully read any medication (or other product) information provided by the pharmacy regarding proper use, side effects, drug interactions and warning (s) regarding use. Also that you will promptly contact a physician or pharmacist immediately should you have any adverse side effects or have any questions regarding the prescription(s) medication provided to you. You also agree that your procuring of any medications is based on correct information provided to the healthcare providing in securing the medications.

3. Medical Disclaimers.

KOOLMD does not make any warranties as to the results of any treatments provided, the content or quality of information provided or the responses that you have regarding any treatment course. Each individual patient will have a different experience with each medication, hence we cannot control for adverse and allergic side effects. Each patient is advised to examine for any side effects or allergic reactions when using any medications or treatments recommended. The content and agreements between you and your physician are private and all communications done during a teleconsultation, Email consultation or Webcam communication are between you and your physician alone. **KOOLMD** also does

not assure or guarantee that a teleconsultation sought medical consultation is the most appropriate or appropriate course of evaluation, management and treatment for your health issue or medical problem. Each health care problem is individual and responses vary amongst individuals. **KOOLMD** asks that you immediately self-refer to an Emergency room, urgent care center or private physician in the event that your current health condition(s), symptoms, complaints worsen or do not improve. If you have a true medical emergency and feel that your medical condition is deteriorating you are advised to call 911 to allow immediate medical attention to your health condition. Our KOOLMD call centers are also not a medical triage center for any medical emergency services nationwide or worldwide. **KOOLMD SCREENS, QUALIFIES AND CREDENTIALS ALL OF ITS HEALTH CARE TELEMEDICINE PROVIDERS PROVIDING TELEMEDICINE AND TELEMEDICAL OR TELEHEALTH SERVICES.**

4. Health Education, Newsletter, Article Resources.

KOOLMD may periodically send informational newsletters common medical and health associated themes with useful health information, preventive care information, perhaps with weblinks to other medically related Web sites on the World Wide Web. We hope to be your preferred internet based medical portal and gateway. KOOLMD will also provide whenever possible self-care informational services which can provide general and health related information which may be of use to you. KOOLMD's articles and newsletters are brief and provide only non-comprehensive types of coverage for a medical issue or health condition. A medical text which has far greater detail may be consulted for further education, learning and proper understanding of a medical or surgical condition. **KOOLMD's** Email type communications by way of newsletters and online article resources are for general and informational purposes only. Any navigating the KOOLMD website should not use these informationals as a substitute for seeking a physician consultation with a **KOOLMD** physician or physician consult face to face. A patient-specific diagnosis and treatment plan that are geared towards a particular patient are individualized and hence need a medical professional to assist in developing a treatment protocol and strategy. A **KOOLMD** physician is also able to assist you in procuring prescription grade medications whenever deemed medically appropriate.

Our health newsletters, articles and other adjunct information are derived from various online published and non-published sources. The articles often are authored by different types of health care and non healthcare professionals. Hence **KOOLMD** makes no guarantees as to the content of these materials or the information contained therein or the validity of the information. Please always verify the information from multiple sources available online as well as off-line and in libraries. **KOOLMD's** affiliated staff make every attempt to verify any information or articles posted. But by nature medical information and

understanding is subject to change and often there are areas of controversy wherein different opinions may exist on a particular health topic.

5. Your KOOLMD Account.

KOOLMD currently will only treat patients who are at least eighteen years of age or older. However with parental consent that is verifiable a **KOOLMD** physician may occasionally see a person under the age of 18 on a case by case basis. This would require a co-signing by the patient's parent or legal guardian during the registration process and each Teleconsult would require the patient's parent to be present while the consultation is being completed. Upon completion of the 18th birthday this would be required. You may join **KOOLMD** as a patient or member if you are 18 years of age or older and can represent and warrant that you possess the legal right and ability to enter into this Terms of Use, register independently on the **KOOLMD.COM** website under your own legal name in accordance with the Terms of Use and abide by the obligations hereunder. You are solely responsible for maintaining the confidentiality of your password and for any activities associated with your username and password. You also agree to prohibit anyone else from using your username and password for accessing **KOOLMD** medical services. Please immediately contact **KOOLMD** at TIRUMULAR@YAHOO.COM if you notice any unauthorized use of your account, your username or have any security concerns.

6. Intellectual Property.

KOOLMD hereby grants you a revocable, non-transferable, limited and non-exclusive license restricted solely for the viewing and downloading of a single copy of the materials and software from the **KOOLMD.COM** website by our members and patients only to the extent necessary for utilizing the **KOOLMD** services and for non-commercial use. With the exception of your Electronic Medical Records (EMR) **KOOLMD** retains all right, title and interest in and to **KOOLMD.COM** and **KOOLMD** medical services and any content, products, software used, patents (current or pending), documentation, Trademarks, Logos, Copyrights, educational materials developed, trade secrets, service mark or other intellectual property or proprietary information in any of the foregoing. Any and all information available through the **KOOLMD** medical services is the property of **KOOLMD.COM** Corporation. You as user of our website agree not to copy, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information owned by **KOOLMD** that is available via the **KOOLMD** Telemedicine services to anyone, any organization or company including but not limited to others in your organization. Use, reproduction, copying, modification or redistribution of our proprietary **KOOLMD.COM** logo(s) is strictly prohibited without written permission from **KOOLMD**. Our company of course is always seeking strategic

partnerships with other companies and hence we may be contacted if you desire more information about any investment opportunities with KOOLMD.

7. Use of Webcam.

KOOLMD asks that when using our Videoconferencing software that it not be used, modified or in any shape changed to suit any other use but use by our services. This would be a patent infringement and would be a violation of intellectual property being assigned to **KOOLMD**. By use of our Webcam software you also assure that you will only represent to a **KOOLMD** health care provider, medical doctor or other healthcare professional that indeed it is you who are appearing in front of the Webcam seeking the medical consultation.

8. Consent to Treatment

By registering as a patient with **KOOLMD.COM** you agree to the Contracted Services Patient Consent form by providing your electronic signature.

III. Legal Notices, Disclaimers and additional Provisions to using KOOLMD Telemedicine Services.

1. General Disclaimers.

You hereby acknowledge and agree that you use **KOOLMD Telemedicine services** solely at your own risk and that you shall assume full responsibility for all risk, harm, side effects or adverse outcomes associated therewith. All literature, informationals, newsletters, articles, health tools, or online medical services provided via **KOOLMD.COM** or a via our automated newsletter service are provided with the understanding that they are “AS IS” without any guarantee of any kind, express or implied.

2. Medical Information, Computer Viruses.

KOOLMD and its directors, any shareholders, officers, managers, employers, affiliate call centers, writers, physicians, employees, medical professionals, or other representatives (collectively “**AFFILIATES**”) hereby disclaim all representations and warranties, express or implied, statutory or otherwise, including but not restricted to guarantees of merchantability, fitness for a particular said purpose, non-infringement and freedom from attack by a computer virus (Trojan horse, malware, etc) and title. Without restrictions to the above mentioned, **KOOLMD** and its **AFFILIATES** make no guarantee as to the reliability, validity, usefulness, adequacy, completeness, suitability of the **KOOLMD** administered product(s) or service(s) or advice(s) provided hereunder. These provisions would be in place to the fullest extent allowed under Federal, State and other applicable jurisdictional

laws as appropriate.

3. Limitation of Liability.

In no event shall either **KOOLMD** or its Affiliates be liable for any direct damages in excess of the purchase price of a service or product. Additionally to the maximum extent permissible under Federal and State applicable laws, **KOOLMD** or its Affiliates shall in no event be liable for any special, punitive, indirect, incidental or consequential damages, including but not limited to personal health, personal injury, wrongful death, untimely death, loss of use (of a bodily function, limb or mental or other functions), loss of profits, interruption of any service or loss of data or medical records, or EMR, whether in any action in warranty, contract, tort, (including, but not limited to negligence or fundamental breach of contract or agreement) or otherwise arising out of the inability to understand, use or navigate this web site or any service (s) offered or connected with our website or any material or informationals contained in, accessed via or health and other products purchased via this website, even when a possible unauthorized representative of **KOOLMD** or an outside consultant is contacted of the likelihood or possibility of the same. These restrictions may not apply in certain jurisdictions or all jurisdictions as allowed by law.

4. Government Regulations, Disclosure, HIPAA.

KOOLMD makes no guarantees or representations about: The satisfaction of government regulations requiring disclosure of information, on prescribing of medications or durable medical equipment, or its treatments recommended. We also will not guarantee the same for any treatment protocols, actions implemented, off-label and standard use of a medication (s), particular adverse effects noted, or noted incidental information regarding pharmacokinetics of a particular medication or drug advised by a **KOOLMD** medical doctor.

5. Privacy.

KOOLMD honors and respects your privacy and takes online and offline measures to protect your privacy. A current or future patient, or person contemplating using our services, agrees and accepts these Terms of Use. You also consent to the use and disclosure of personally identifiable information provided to us as outlined in our Privacy Policy, which is incorporated herein by reference and for chart completion and accessing of your EMR and account maintenance.

6. Electronic Medical Records EMR.

Your **KOOLMD** online available Electronic Medical Record is created to store your confidential, private, secure personal health information online (PHI). Your

medical records will have information such as past medical history data, review of systems information, allergies, medications and diagnoses or current health condition information. Our physicians are trained to accurately document and enter into your EMR any data that is provided to them during your teleconsultation, Webcam based or Email based telemedicine or online medical consultations. You agree to provide accurate and current information to your KOOLMD physician or medical professional and to whenever possible periodically review, make appropriate changes and updates as required. Our Privacy Policy page also contains additional information which you may find useful. Any third party information within your KOOLMD EMR needs to be confirmed by you.

7. Global Mobile Doctors Network.

Our KOOLMD Global Mobile Doctors Network is comprised of licensed physicians who are trained in the use of Electronic medical records and electronic medical records storage, on-line healthcare and management, implementation of Teleprescription writing and called in prescriptions, online patient management and Telemedicine. They also use E-prescribe methods to transmit prescriptions wherever E-prescriptions are accepted. The use of EMR via online access has tremendously boosted a patient's ability to access his medical records, anytime, anywhere, any place and under any condition while the internet is operational and while you are a member or patient of KOOLMD. It is the policy of KOOLMD to evaluate patients by physicians who are currently licensed in the State, Province or Province from which a patient is based out of and currently residing in. We will make exceptions if a particular patient is in transit, on vacation, traveling or unable to access any other health care providers at a remote location.

8. Use of Local and Nationwide Pharmacies.

We work with nationwide pharmacy networks to provide you high quality medications either by picking them up locally at your favorite local pharmacy store or by having your medications shipped directly to your doorstep via our mail-order direct to you pharmacies nationwide. KOOLMD always seeks the best prices so that you can save when purchasing medications whether insured or uninsured, whether carrying health or medical insurance or not. However we can not guarantee the quality of those medications as we have no control of services or products provided outside of our company. Hence any issues related to any medications, quantity shipped, delays in receipt of the medications, types of medication received and quality of medications need to be addressed by the individual vendor, pharmacist or pharmacy store providing the medications.

IV. General Legal Provisions.

1. Third Party off Site or non-KOOLMD Web sites.

KOOLMD does and will provide additional web links, names of offsite third-party websites whenever possible and if they are found to help as a resource. Whenever KOOLMD provides these links for convenient of access of additional data, it in no shape of form implies endorsement of the website company or its contents. We can not guarantee that their information will be accurate or timely. Also a physician does not exert any control or editorial control over a given website. KOOLMD also can not take any responsibility for the Privacy Policy or Terms of Use of another third-party website or links.

2. Indemnification of KOOLMD.

You agree to indemnify, defend, and hold harmless KOOLMD and any and all of its Affiliates from and against all losses, liability, expenses, cost and damages, including any and all reasonable attorney's fees, arising out of, related to, or as a result of, any breach of this Terms and Conditions of Use, or your relationship with any KOOLMD physician, healthcare professional, nurse, consultant, representative or call center staff, any negligent or wrongful action or omission by you related to your use of or providing of medical or other services through KOOLMD. This also includes any errors of commission i.e. any negligent or wrongful use of KOOLMD's website and online medical portal Telemedicine services (including, without limitation, infringement of third party intellectual rights or negligent or wrongful conduct) by you or any other person accessing your KOOLMD account.

3. Record Retention, Website Operations, Range of Services offered.

KOOLMD reserves complete and sole discretion in its website operations and in its offering of Telemedicine and other consultative or referral services and available hours of operation or available services in any given locality, State, Province or Country. We at KOOLMD reserve the right to limit, withdraw, suspend or discontinue any website service, product, function or feature or Telemedicine service or advice newsletter or article. KOOLMD is also not responsible for any inadvertent errors that occur during telecommunications with our staff Representatives, physician, health care providers or other staff. KOOLMD also is not to be held responsible for any errors that occur as a result of poor or corruption of data or medical information being transmittal by Fax, Telephone, Email, Webcam or other modes of communication using telephone lines, internet services, or your computer or other electronic media such as VOIP or Voice Over IP, or SMS or MMS methods of conveying information. The use of Mobile carriers and PBX phone carriers is also carry some risk of information being transmitted with errors or sound corruption. Please be concise and precise when providing details to a physician on a particular health condition.

Although our physicians may document medical consultations via the use of EMR, we at KOOLMD are not responsible for maintaining all data that is produced as a result of a **KOOLMD** consult using various modes of communication. For instance a Webcam consult may result in video images and videos, which may be lost after the consult is over. KOOLMD reserves the right to delete, maintain or destroy any uploaded communications, posted information, or files that are not part of the EMR as deemed necessary for KOOLMD pursuant to its internal record retention and/or destruction or shedding or E-shredding policies.

4. Limitations on Use of KOOLMD.COM website health portal.

Use of our **KOOLMD website** is only to be done in a lawful manner. Any unauthorized access to our website by a non-member or non-patient may be subject to reporting to the proper local, State or Federal authorities. Many may use our website for seeking information on a wide range of topics and getting a username while even an active patient. You also agree to only use your current legal and accurate name while registering with our website. You also agree not to post any information which may be derogatory, defamatory, obscene, libelous, scandalous, fraudulent, false, inaccurate or contrary, to the ownership or intellectual property rights of any other person (s), or groups, or organizations, or health care organizations, or media outlets, or government agencies or international organizations. Use of any software which contains Malware, a Trojan horse, a Worm, any computer viruses, any type of internet attack or use of other coded information or software which is contaminating to the **KOOLMD website**, its softwares or used to access and steal a user's identity is strictly banned by **KOOLMD** and all such forms of intrusions will be thoroughly investigated, pursued and reported to the proper authorities for investigation, prosecution and will be permanently banned from our website and ability to access our services. We will seek the assistance of Federal, State and international agencies to assist us in detecting any cyberterrorism or web attacks to our website operations.

Any technologies that are destructive to the **KOOLMD** software or website will also be considered as reportable crimes which will be reported to any and all international authorities. **KOOLMD** reserves the right to delete any and all information provided by you if we determine that this information is fraudulent, abusive, obscene, defamatory or in violation of any Federal Trade Commission (FTC) rules or regulations or if it violates a copyright, logo, trademark, intellectual property or ownership right of any other person, organization or company. Use of our Forums and Social networking platform gives you certain benefits and comes at no charge. But you are still obliged to abide by certain provisions as delineated in the Terms of Use page.

5. Third Party Rights.

The indemnification provisions set forth above and the provisions under Section **III. Legal Notices, Disclaimers and additional Provisions to using KOOLMD Telemedicine Services** are for the sole benefit of KOOLMD and its Affiliates. Each covered business entity or individual shall have the right to assert and enforce those provisions directly against you on its own behalf.

6. Term and Termination.

This Terms of Use shall commence upon the date that you obtain a **KOOLMD** username as a physician or patient and complete our online registration process. This agreement may be terminated by either you or KOOLMD at any time with or without cause. This Terms of Use and the licenses granted hereunder shall terminate without notice in the event you (or any authorized person using your account) fail to comply with the Terms and Conditions as delineated in the foregoing or the rules for use of the KOOLMD Telemedicine services Service promulgated by KOOLMD from time to time. Upon termination of services, you will destroy all copies of KOOLMD materials, packages or other proprietary informational materials in your possession and cease any access to or use of the KOOLMD Telemedicine services. These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, and Indemnification and Miscellaneous, shall survive any termination of agreements and services.

7. Notice.

KOOLMD may provide notice by to you by E-mail any notice (s) to your E-mail address on the account (used during registration or later) or by way of a written communication delivered by First Class mail or Other express courier services to your home or other address on the account. Notifications may also be available via a posting on our website, which updates any information on our website or makes changes regarding our Policies, Procedures and terms of use.

You may give notice to KOOLMD at any time via Electronic Mail at PATIENTS@KOOLMD.COM or by letter using First class or Prepaid Overnight mail addressed to:

KOOLMD.COM
PO BOX 230610
Las Vegas, NV 89105

8. Severability.

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

9. Entire Agreement.

This Terms of Use, together with any **KOOLMD** rules or policies referred to herein, represents the complete agreement between you and KOOLMD concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. KOOLMD A Doctor may modify this Terms of Use as set forth above.

10. Assignment.

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

11. Waiver of Rights.

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

12. Governing Law.

The terms of this Terms and Conditions on KOOLMD shall be governed and construed in accordance with the laws of the State of Nevada without giving effect to any choice of law rules, principles or regulations. Any cause of action or claim you may have with respect to KOOLMD and all its affiliates shall be commenced within one year after it arises, except to the extent such a limitation is not enforceable. As governed to the fullest extent of the law and as permitted by the law, each party to this Terms and Conditions waives his/her or its right to a jury trial with respect to any dispute (s) or other controversy arising from hereunder or your use, access to, consulting with, relying upon the KOOLMD.COM website or the information provided via this company's website or affiliate sites (or weblinks).

13. Protecting Adolescents, Children and Minors.

KOOLMD adheres to Federal and State laws regarding protection of teenagers under the age of 18 and minors. Hence this website is intended to be used by adults. However when a patient's legal guardian or parent is available and the family relationship may be verifiable a **KOOLMD** representative may allow registration of a patient with his/her own account information with the written consent and signature of a parent or legal guardian who is present during the entire registration and patient evaluation. A **KOOLMD** healthcare provider may deny medical services if he does not wish to evaluate a patient under the age of eighteen. Hence we leave this matter at the discretion of the examining physician. When a patient is not evaluated the patient will receive a full refund for medical services if none were rendered.

The parent or legal guardian shall assume complete responsibility for ensuring that the authentication information is kept secure and that the identifying information submitted by both the patient and his/her parent or legal guardian is accurate. If the minor's evaluation is not accepted by a **KOOLMD** physician you may request **KOOLMD** to issue a full refund. You may contact us them by Email at PATIENTS@KOOLMD.COM or by Phone at 1-888-956-6563.

During registration of both minors as well as adults patient, they will have to provide a copy of any of the following documents (bearing Name, Photo, Date of Birth information) either by fax or by online uploading during the registration process:

- 1) Current Unexpired Driver's License
- 2) Current Unexpired State issued Identification Card
- 3) Current Unexpired Passport
- 4) Current Unexpired Military identification card.
- 5) Federal, State or City Government Issued Identification Card
- 6) Green Card
- 7) Naturalization or Citizenship Certificate

A minor who has none of the above forms of identification, may provide a copy of his/her school issued identification card or other identification bearing his/her name, date of birth and photograph.

14. Use of KOOLMD by those who are in the US or other Military or Armed Forces.

At **KOOLMD** we do not discriminate based on race, country of origin, health condition (excluding medical emergencies or urgencies), age (except in the case of minors under the age of eighteen), gender, location, occupation, government affiliation(s), or other identifying parameters. We believe that all patients can

benefit from our Telemedicine services worldwide. But we urge anyone in the Military do use judgment and common sense when approaching KOOLMD for seeking medical advice. That true emergencies would have to be dealt with a field emergency room or your own base hospital. A patient from a Federal facility theoretically may be seen by any physician who holds any unrestricted medical license from any State or jurisdiction within the USA and its territories.

15. Typographical Errors

In the event that **KOOLMD** mistakenly places a product or service at an incorrect price, **KOOLMD** reserves the right to refuse or cancel any Telemedicine service or product (s) being ordered at the incorrect price. **KOOLMD** reserves the right to refuse or cancel any such online or phone Teleconsult orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the Telemedicine service, your order is cancelled and **KOOLMD** shall issue a credit to your credit card account in the amount of the incorrect price.

Dec 2, 2016