**Terms and Conditions of Use**

**of VacayMD Telemedicine Platform**

These Terms and Conditions of Use ("Agreement") govern your use of the Telemedicine Platform ("Platform") provided by VacayMD ("Company") as a service to connect remotely healthcare professionals (“Providers”) and patients for the purpose of rendering clinically appropriate medical services through telehealth to treat specific, non-emergency medical consultations. By accepting these terms and using the Platform, you agree to be bound by this Agreement. If you do not agree with any part of these terms, then you may not use the Platform.

1. Platform Use

1.1 Eligibility: To use the Platform, you must be at least 18 years old and have the capacity to enter into a binding agreement. By accepting these terms and using the Platform, you represent and warrant that you meet these eligibility requirements.

1.2 User Accounts: In order to access certain features of the Platform, you may need to create a user account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must immediately notify the Company of any unauthorized use of your account or any other breach of security.

1.3 Medical Consultations: The Platform allows you to connect with healthcare professionals for remote medical consultations. The Company does not provide medical services directly. The healthcare professionals are solely responsible for the provision of medical services and advice. The Company does not endorse or guarantee the quality, accuracy, or suitability of any healthcare professional or their services.

1. Privacy and Data Security

2.1 Personal Information: Your use of the Platform may involve the collection and processing of personal information and protected health information (“PHI”). The Company will handle your personal information in accordance with applicable data protection laws and its Privacy Policy. By using the Platform, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy.

2.2 Data Security: The Company takes reasonable measures to protect the security and integrity of the Platform and your personal information. However, no system is completely secure, and the Company cannot guarantee the absolute security of your information. You understand and accept the risks associated with transmitting information online.

1. User Responsibilities

3.1 Accurate Information: You agree to provide accurate and up-to-date information when using the Platform, and to update your information when necessary, including your personal information, medical history, and any other relevant details. The Company and its Providers rely on this information to provide appropriate medical care.

3.2 Compliance with Laws: You must comply with all applicable laws and regulations while using the Platform. You are solely responsible for obtaining any necessary licenses, permits, or approvals required to access and use the Platform.

3.3 Prohibited Activities: You may not use the Platform for any unlawful, fraudulent, or malicious purposes. Prohibited activities include, but are not limited to, engaging in any form of harassment, transmitting viruses or malware, attempting to gain unauthorized access to the Platform, or interfering with its operation. Use of the platform for individuals under the age of eighteen (18) is strictly prohibited.

1. Intellectual Property

4.1 Ownership: The Platform and all related intellectual property rights belong to the Company or its licensors. You acknowledge that you have no ownership rights in the Platform, except for the limited license granted to you to use the Platform in accordance with these Terms and Conditions.

5. Limitation of Liability: The Platform is provided on an "as is" and "as available" basis. Company makes no warranties or representations about the accuracy, reliability, or availability of the Platform. In no event shall Company be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Platform.

6. Indemnification: You agree to indemnify, defend, and hold Company harmless from any claims, liabilities, damages, and expenses (including attorneys' fees) arising out of or in connection with your use of the Platform or any violation of this Agreement.

7. Termination: Company may suspend or terminate your access to the Platform at any time, without prior notice, for any reason or no reason. Upon termination, all licenses and rights granted to you in this Agreement will immediately cease.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to applicable conflict of law provisions. The substantially prevailing party in any Dispute litigation shall be entitled to recover reasonable attorney’s fees and costs.

9. Modifications: Company reserves the right to modify or update these Terms of Use at any time, without prior notice. The most current version of the Terms will be posted on the Platform. Your continued use of the Platform after any such modifications constitutes your acceptance of the modified Terms.

10. Dispute Resolution

10.1 Informal resolution: As a first step, you agree to bring any dispute, claim, question, or disagreement between you and Company relating to this Agreement or the services provided to you by Company or any of it Providers or affiliates (“Dispute”) to the Company’s customer service department for informal resolution. If this dispute is not resolved within thirty (30) days, then you may proceed as provided further herein.

10.2 ADA claims: You agree to not file any claim in any forum for any alleged violation by Company of the Americans with Disability Act (“ADA”) for Company’s website without providing Company thirty (30) days’ notice and the opportunity to cure the claimed violation in its website.

10.3 Litigation: If a Dispute between you and Company cannot be resolved informally, litigation may be commenced either in the District Court of Clark County, Nevada, or in the United States District Court of the District of Nevada. You and Company agree to submit to the exclusive jurisdiction of such courts with respect to any Disputes and agree not to bring any Disputes in any other court or adjudicative body. You and Company hereby consent to venue and personal jurisdiction in such courts with respect to such Disputes and irrevocably waive any right that it may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

10.4 Jury Waiver: YOU AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF. YOU AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.

10.5 Time Limitation: Any Dispute must be filed within two (2) years after the cause of action arose and you and Company waive any contrary statute of limitations.

10.6 Notices: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered by email transmission and deemed received upon proof of transmission, and you agree to receive electronically any notice required or permitted to be given to you, via the e-mail address provided by you to Company at the time of your acceptance of this Agreement.