

# Walmart Health Sites Terms of Use

*Last Updated August 12, 2020*

Please read these Terms and of Use carefully. By clicking "Accept", scheduling an appointment or submitting patient information, creating an account with Walmart Health, or using the Walmart Health Sites, you agree to these Terms of Use.

The Walmart Health Sites do not offer emergency medical services. **IF YOU ARE EXPERIENCING A MEDICAL CRISIS, PLEASE CALL 911 OR CONTACT YOUR LOCAL EMERGENCY ASSISTANCE SERVICE IMMEDIATELY.**

**IMPORTANT: THE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 15 BELOW THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND WALMART HEALTH ARE EACH GIVING UP OUR RIGHTS TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.**

**WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS:** While there are important points throughout these Terms of Use, please note the warranty disclaimers and limitations on Walmart Health's liability explained in Sections 12 and 14, respectively.

**UPDATES:** We may update these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use through the Walmart Health Sites. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Use incorporating such changes or otherwise notified you of such changes. By continuing to use or access any of the Walmart Health Sites after we post any changes, you accept the updated Terms of Use. The "Last Updated" legend above indicates when these Terms of Use were last changed.

## 1. Introduction

Welcome to the Walmart Health website. These Terms of Use govern your access to and use of all Walmart Health Sites. By using the Walmart Health Sites, you affirm that you are of legal age to enter into these Terms of Use, or, if you are not, that you have obtained a parent or guardian's consent to enter into these Terms of Use. If you violate or do not agree to these Terms of Use, then your access to and use of the Walmart Health Sites is unauthorized.

**DEFINED TERMS:** In these Terms of Use:

- When we say "**Walmart Health**" we mean MC Health MSO LLC ("**MSO**"), on behalf of itself and the professional entities to which it provides management services, which includes but is not limited to, MC Medical LLC, MC Dental LLC, and MC Brown Optometry LLC. We are also referring to Walmart Health when we say "**we**", "**us**" and "**our**". But when we say "**Walmart Health Entities**", we mean Walmart Health and its affiliates; its and their suppliers, vendors, contractors, and licensors; and its and their directors, officers, employees, and agents.
- When we say "**Walmart Health Sites**", we mean [www.walmarthealth.com](http://www.walmarthealth.com) and all related functionality, services, and Content offered by or for Walmart Health on or through

[www.walmarthealth.com](http://www.walmarthealth.com) or the systems, servers, and networks used to make the Walmart Health Sites available. The Walmart Health Sites include the Portal.

- When we say “**you**” or “**your**” we mean any user or patient (like you!) using the Walmart Health Sites.
- When we say “**Terms of Use**” we mean these Terms of Use (and any updates by Walmart Health to these Terms of Use).
- A few other key terms used in these Terms of Use:
  - When we say “**Content**” we mean information, descriptions about the services provided by Walmart Health, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, and written and other materials.) Content includes Feedback.
  - When we say “**Feedback**” we mean ideas, concepts, feedback, and know-how that you make available in connection with the Walmart Health Sites.
  - When we say “**make available**”, we mean make available in any way, which includes to post, transmit, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Walmart Health Sites administrated by thirdparty social media platforms (e.g., Facebook or Instagram) that allow interaction with the Walmart Health Sites through the tools offered by such social media platforms).
  - When we say “**Materials**” we mean Content that Walmart Health Entities make available on or through the Walmart Health Sites.
  - When we say “**Portal**” we mean the patient portal provided through the Walmart Health Sites.
  - When we say “**Providers**” we mean the healthcare providers that offer or schedule services through the Walmart Health Sites.

## 2. Your Use of the Walmart Health Sites

You certify that the Content you provide on or through the Walmart Health Sites is accurate and that the information you provide on or through the Walmart Health Sites is complete. You may need to register to use all or part of the Walmart Health Sites. You (not Walmart Health) are solely responsible for maintaining the confidentiality and security of your account including username, password, and any PIN or other unique identifiers. You must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Walmart Health Sites account. Walmart Health is not responsible for any losses arising out of the unauthorized use of your account. You agree that Walmart Health does not have any responsibility if you lose or share access to your device.

Your account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Walmart Health Sites or any portion of the Walmart Health Sites, and (2) charge, modify, or waive any fees required to use any services, functionality or other content available through the Walmart Health Sites or any portion of the Walmart Health Sites.

### **3. Roles & Eligibility**

Walmart Inc. and the MSO are not insurance providers or healthcare providers. The MSO's role is limited to making certain health-related information available to you or facilitating your access through the Walmart Health Sites to medical services provided by Providers. Walmart Health is independent from the Providers who will be providing services to you through the Walmart Health Sites, and is not responsible for any Provider's acts, omissions or for any content of the communications made by them. Walmart Inc. and the MSO do not engage in the practice of medicine.

If you enter into any other agreement with a Provider regarding a treatment relationship, then these Terms of Use are in addition to the terms of that other agreement. Accessing or using the Walmart Health Site or entering into these Terms of Use does not guarantee that you are eligible to receive treatment from a Provider or obligate any Provider to provide any service to you. General guidelines about eligibility for medical treatment may be made available through the Walmart Health Sites, but the Providers reserve the right, in our sole discretion, to determine whether and to what extent you are eligible to receive any services offered by a Provider. If, in the discretion of a Provider, you are ineligible to receive treatment, the Provider may (but has no obligation to) refer you to a different healthcare provider.

### **4. Your Use of the Portal**

Other than the general informational Materials provided on the Walmart Health Sites, most features and Materials made available through the Walmart Health Sites are provided for the use of patients. You must not use the Portal unless you are a patient, or the legal representative of a patient. You are solely responsible for all activities that occur under your Portal account credentials.

In using the Portal, you represent and warrant that you:

- have read and understand the Terms of Use;
- are either a patient, a patient's legal representative, or have received written approval to access the Portal by a patient via an electronic authorization process approved by Walmart Health;
- will access and use the Portal only with information that you own or legally possess, and have the right to use in connection with the Portal;
- have all necessary consents and permissions to view any information with respect to any account that you access, and to undertake any of the actions with respect to any such account that you undertake;
- will maintain the confidentiality and privacy of all information viewed or accessed in any manner through the Portal; and
- will comply in all respects with these Terms and all applicable privacy laws.

### **5. Your Conduct on the Walmart Health Sites**

In connection with the Walmart Health Sites, you will not:

- make available through or in connection with the Walmart Health Sites any materials that are or may be:

- threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others;
- defamatory, libelous, fraudulent or otherwise tortious; ○ obscene, indecent, pornographic or otherwise objectionable; or ○ protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner;
- make available through or in connection with the Walmart Health Sites any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- use the Walmart Health Sites for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful;
- harvest or collect information about users of the Walmart Health Sites;
- interfere with or disrupt the operation of the Walmart Health Sites, including by hacking or defacing any portion of the Walmart Health Sites or by violating any requirement, procedure or policy related to the systems, servers, or networks used to make the Walmart Health Sites available;
- restrict or inhibit any other person from using the Walmart Health Sites;
- reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Walmart Health Sites except as expressly authorized in these Terms of Use, without Walmart Health's express prior written consent;
- reverse engineer, decompile or disassemble any portion of the Walmart Health Sites, except where such restriction is expressly prohibited by applicable law;
- remove any copyright, trademark or other proprietary rights notice from the Walmart Health Sites;
- frame or mirror any portion of the Walmart Health Sites, or otherwise incorporate any portion of the Walmart Health Sites into any product or service, without our express prior written consent;
- systematically download and store any Materials; nor
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Materials, or reproduce or circumvent the navigational structure or presentation of the Walmart Health Sites, without Walmart Health's express prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Walmart Health Sites. You also will not use the Walmart Health Sites or Walmart Health's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Walmart Health trademark, logo, URL, or product name without Walmart Health's written consent.

## 6. Content and Feedback

If you make available to us any Content, including Feedback, you hereby grant to Walmart Health a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Content, in any format or media now known or hereafter developed, and for any purpose. You acknowledge and agree that Feedback is not confidential, and that Walmart Health is free to use any Feedback for any purpose.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that no Content is fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Content that you may have under any applicable law under any legal theory.

## 7. Monitoring

Walmart Health may (but has no obligation to) monitor, evaluate, alter or remove any Content before or after it appears on the Walmart Health Sites, or analyze your access to or use of the Walmart Health Sites.

## 8. Materials Available on the Walmart Health Sites

The Walmart Health Entities may make available various Materials. Some Materials describe general principles of health care, but they should not be viewed as specific instructions or treatment for you or any other patient. The Materials are for educational and informational purposes only, and errors may appear from time to time. The Walmart Health Sites and their health-related Materials are not intended and must not be taken as the rendering of medical, nursing, or professional health care advice or services, or the practice of medicine, nursing, or professional health care in any jurisdiction.

Before you act in reliance on any Materials, you should discuss the Materials with your Provider or other licensed health care professional and confirm any facts that are important to your decision. The Walmart Health Entities make no warranty, and disclaim all express and implied warranties, about the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Walmart Health Sites, we would appreciate it if you let us know by contacting us at <http://help.walmarthealth.com/>.

**NO MATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU.** CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE WALMART HEALTH ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS OR WALMART HEALTH SITES.

## 9. Third Party Materials

Some parts of the Walmart Health Sites may provide access to information, products, services and other materials made available by third parties ("**Third Party Materials**"). Walmart Health is not responsible for any Third Party Materials (including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any intellectual property rights contained in them). Walmart Health does not have any obligation to monitor Third Party Materials, and Walmart Health may block or disable access to any Third Party Materials (in whole or part) through the Walmart Health Sites at any time. The availability of any Third Party Materials through the Walmart Health Sites is not an endorsement of them by Walmart Health, and it does not imply any affiliation with any provider of Third Party Materials. Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to the Third Party Materials (like their terms of service or privacy policies).

## 10. Intellectual Property

The Walmart Health Sites and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights in them (collectively, the "**IP**") are owned or controlled by or licensed to Walmart Health. The IP is protected by U.S. and international laws about intellectual property and proprietary rights. Materials are licensed (not sold) to end users.

Subject to your compliance with these Terms of Use, and solely for so long as you are permitted by Walmart Health to use the Walmart Health Sites, you may: (1) access, view, download, and print the Materials for your personal, non-commercial use only; and (2) you may view one copy of any portion of the Portal to which Walmart Health provides you access under these Terms of Use, on any device that you own or control. But, you must (a) retain all copyright, trademark, or other proprietary designations contained on all Materials; (b) not modify or alter the Materials in any way; and (c) not provide or make available the Materials to any third party in a commercial manner.

No license, right, title, or interest in the Walmart Health Sites or any Materials is transferred to you as a result of your use of the Walmart Health Sites or your accessing, viewing, downloading, or printing of the Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Materials, the Portal, or the Walmart Health Sites. The Walmart Health Sites and Materials may be used only as a personal informational resource and scheduling tool. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Walmart Health Sites and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of the Walmart Health Sites and Materials is the exclusive property of Walmart Health and is also protected by U.S. and international copyright laws.

WALMART HEALTH, the WALMARTHEALTH.COM names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Walmart Health Sites are trademarks or trade dress of Walmart Health or its affiliates in the U.S. and other countries. All other marks are the property of their respective companies.

## 11. Privacy

Please refer to the [Walmart Privacy Policy](#) and the [Notice of Privacy Practices](#) (and associated Health & Wellness terms) for information about how Walmart Health collects, uses, and discloses information about you, including in connection with the Walmart Health Sites.

## 12. Disclaimer of Warranties

THE WALMART HEALTH SITES (INCLUDING THE PORTAL), AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART HEALTH SITES, ARE PROVIDED BY WALMART HEALTH ON AN **"AS IS"** AND **"AS AVAILABLE"** BASIS. NO WALMART HEALTH ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WALMART HEALTH SITES OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WALMART HEALTH SITES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WALMART HEALTH ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, THE WALMART HEALTH ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PRODUCTS OR SERVICES OFFERED THROUGH THE WALMART HEALTH SITES. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE WALMART HEALTH SITES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WALMART HEALTH SITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WALMART HEALTH SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WALMART HEALTH ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE WALMART HEALTH SITES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

## 13. Indemnification

You agree to defend, indemnify and hold harmless the Walmart Health Entities and all medical providers whose information is provided through the Walmart Health Sites from and against any and all claims, liabilities, demands, losses, damages, fees, or penalties, and the cost to investigate and defend against them (including reasonable attorneys' fees) arising out of or relating to (1) your access to or use of, or activities in connection with, the Walmart Health Sites (including your Content), (2) your breach or



alleged breach of these Terms of Use, or (3) any violation or alleged violated of any applicable privacy law by you or anyone accessing the Walmart Health Sites on your behalf. Walmart Health reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Walmart Health if and as requested by Walmart Health in the defense and settlement of such matter.

#### **14. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE WALMART HEALTH ENTITIES WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE WALMART HEALTH SITES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF A WALMART HEALTH ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS DISCLAIMER APPLIED TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAYS, LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, WORK STOPPAGE, ACCURACY OF RESULTS, LOSS OF SECURITY OF MATERIALS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY MATERIALS), COMPUTER FAILURE, VIRUS OR MALFUNCTION, FILE CORRUPTION, OR OTHER OUTAGE OR ERROR. WITHOUT LIMITING THE FOREGOING DISCLAIMERS, THE WALMART HEALTH ENTITIES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WALMART HEALTH SITES OR FROM ANY MATERIALS, PRODUCTS, SERVICES OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS OR OTHER HARMFUL CODE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY BASED ON YOUR ACCESS TO, OR USE OF, THE WALMART HEALTH SITES.

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF THE WALMART HEALTH ENTITIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED (1) \$100.00 OR (2) THE AMOUNT YOU PAID TO WALMART HEALTH IN THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

#### **15. Disputes & Arbitration**

**PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.** Clicking "Accept", scheduling an appointment or submitting patient information, creating an account with Walmart Health, or using the Walmart Health Sites constitutes your acceptance of this Disputes & Arbitration provision. Please read it carefully as it provides that you and Walmart Health will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Disputes & Arbitration provision.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND



WALMART HEALTH, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT WALMART HEALTH AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. ("**JAMS**") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "**JAMS Rules**") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

These Terms will be governed by and construed under the laws of State of Arkansas, without regard to conflicts of law principles.

## **16. Termination**

These Terms of Use are effective until terminated by either you or Walmart Health. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Walmart Health Sites. Walmart Health, in its sole discretion, may terminate or suspend your access to or use of the Walmart Health Sites without notice for any reason, including, without limitation, if Walmart Health believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. The following sections will survive any termination of these Terms of Use: "Your Use of the Walmart Health Sites," "Roles & Eligibility," "Content and Feedback," "Monitoring," "Materials Available on the Walmart Health Sites," "Third Party Materials," "Intellectual Property" (but excluding the rights granted to you in that Section), "Disclaimer of Warranties," "Indemnification," "Limitation of Liability," "Disputes & Arbitration," "Termination," and "General Terms".

## 17. General Terms

The Terms of Use constitute the entire agreement between you and Walmart Health with respect to its subject matter, and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and Walmart Health relating to that subject matter. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Walmart Health. If any provision of these Terms of Use is held to be unenforceable for any reason, that provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. The failure of Walmart Health to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Walmart Health's rights with respect to that breach or any subsequent breaches. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to this these Terms of Use) may be made via posting to the Walmart Health Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## 18. How to Contact Us

If you have any questions or comments, please contact us at <https://help.walmarthealth.com/>, or by mail at the following address: Walmart Inc., Attn: HIPAA Compliance, 2608 S.E. J Street, Mailstop 0230, Bentonville, AR 72716-0203

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include sensitive information in your e-mail correspondence with us.

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