

UPMC AnywhereCare Terms and Conditions

EMERGENCY DISCLAIMER

THE UPMC ANYWHERECARE SERVICE MAY ONLY BE USED TO REQUEST ADVICE FOR NON-EMERGENCY AND NON-URGENT MEDICAL CONDITIONS. DO NOT USE UPMC ANYWHERECARE IF THERE IS AN EMERGENCY, URGENT CONDITION OR WHEN YOU REQUIRE AN IMMEDIATE ANSWER. IF YOU THINK YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD SEEK EMERGENCY MEDICAL SERVICES IMMEDIATELY OR CALL 911.

Terms and Conditions

Welcome to UPMC AnywhereCare.

YOUR USE OF UPMC ANYWHERECARE IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED ON THE UPMC ANYWHERECARE WEBSITE OR MOBILE APP. BECAUSE THIS SERVICE IS ACCESSIBLE VIA THE UPMC WEBSITE, YOU AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, AS WELL AS THOSE THAT ARE REFERENCED HEREINBELOW.

BY CLICKING THE “I HAVE READ AND AGREE TO THE TERMS & CONDITIONS AND NOTICE OF PRIVACY PRACTICES” BOX WHEN COMPLETING AN ANYWHERECARE VISIT REQUEST FORM, YOU AGREE TO BE BOUND BY THESE ANYWHERECARE TERMS AND CONDITIONS, THE UPMC WEBSITE TERMS AND CONDITIONS, ANYWHERECARE TERMS OF USE, AND THE ANYWHERECARE FAQs; IF YOU ARE IN PENNSYLVANIA AND ELECT TO BE TREATED BY A UPMC-AFFILIATED MEDICAL PROVIDER (“UPMC PROVIDER”), YOU AGREE TO BE BOUND BY UPMC’S NOTICE OF PRIVACY PRACTICES AND UPMC’S CONSENT FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS (TPO); IF YOU ELECT TO BE TREATED BY AN ONLINE CARE NETWORK II, P.C. (“OCG”) PROVIDER, YOU AGREE TO BE BOUND BY OCG’S NOTICE OF PRIVACY PRACTICES PART OF THESE TERMS AND CONDITIONS BY REFERENCE.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE ANYWHERECARE WEBSITE OR MOBILE APP TO RECEIVE HEALTH CARE SERVICES FROM A PROVIDER.

THESE TERMS AND CONDITIONS, MATERIALS REFERENCED IN THIS DOCUMENT, AND THE CONTENT OF THE UPMC ANYWHERECARE WEBSITE AND MOBILE APP ARE SUBJECT TO CHANGE AT UPMC’S SOLE DISCRETION. ANY CHANGES MADE ARE EFFECTIVE UPON POSTING. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS AND CONDITIONS EACH TIME YOU ACCESS THE ANYWHERECARE WEBSITE OR MOBILE APP, AS YOU WILL BE BOUND TO ANY CHANGES MADE. EACH TIME YOU ACCESS THE ANYWHERECARE WEBSITE OR MOBILE APP, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE TERMS OF USE AS THEY APPEAR AT THE TIME OF YOUR ACCESS. PLEASE PRINT AND KEEP A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.

1. Service Provided:

1.1. UPMC AnywhereCare is an online health care service (occasionally referred to herein as the “Service”). This Service enables you to submit clinical information and symptoms for only those non-emergency or non-urgent medical conditions identified on the UPMC AnywhereCare service menu. If you select Pennsylvania as your current location and elected to be treated by a UPMC-affiliated medical provider (“UPMC Provider”) licensed in the Commonwealth of Pennsylvania where you, the patient, are located will provide a diagnosis and recommend a treatment plan based expressly on the information you provide during your virtual care visit. You will become a patient of UPMC and have a UPMC medical record. If you elect to be treated by a provider employed or contracted by Online Care Network II, P.C. (“OCG Provider”) and licensed in the state you are located will provide a diagnosis and recommend a treatment plan based expressly on the information you provide during your virtual care visit. You will become a patient of OCG and have an OCG medical record. OCG is unaffiliated with UPMC. The Service may also enable you to participate in certain health and wellness programs, as may be offered by your health plan and may be provided by other health care professionals (“Wellness Providers”). UPMC Providers, OCG Providers, and Wellness Providers may be referred to herein collectively as “Providers” and individually as a “Provider”. Because this is a virtual visit, your Provider may direct you to a more traditional setting to receive care (such as in the physical presence of a healthcare provider). The Provider who will be reviewing your request for care and providing you with a diagnosis and/or treatment plan will be a qualified physician, physician assistant, nurse practitioner, health coach or other licensed practitioner consistent with applicable state laws. In addition, if you are already an established patient of UPMC, you agree that a copy of your medical record will be stored in your UPMC medical record.

1.2. Prescription Medications - UPMC AnywhereCare is not an internet pharmacy. If medically indicated, your treating Provider in his/her sole discretion and subject to applicable laws, may write prescriptions relating to your UPMC AnywhereCare visit as the treating Provider determines in his/her sole discretion.

1.3. Account Registration - To access UPMC AnywhereCare, you must first create an individual user account (“Account”). You agree that you will not create more than one Account, or create any account for anyone other than yourself. In creating an Account, you agree to provide current, accurate information about yourself or a Minor; and you agree that each time you access your Account, you must update all information to keep it accurate, complete, and current.

If information is provided that is untrue or incomplete or if it is suspected that the information provided is untrue or incomplete, UPMC may suspend or terminate your Account and refuse to provide you with medical service(s) in the future.

2. Use of UPMC AnywhereCare:

2.1. In submitting a request for a UPMC AnywhereCare visit, you certify that the following statements are true:

1. You are not experiencing a medical emergency.
2. You may not disregard medical advice previously given to you by another provider based upon the treatment you receive from a provider you selected through UPMC AnywhereCare.
3. At the time of every visit you ensure that the state in which you are located is accurately reflected in the application.

4. You understand that if you select Pennsylvania as your current location you may elect to be treated by either a UPMC Provider or an OCG Provider.
5. You understand that OCG Providers are not affiliated with UPMC.
6. You are an adult (at least 18 years of age) and you are located in the state you selected as your current location in your UPMC AnywhereCare Account and that you will remain in that state for the entire length of the visit. If you are under the age of 18, you may not use the site, mobile app, or Service, in compliance with the Children's Online Privacy Protection Act and other applicable laws and regulations.
7. If you are seeking care on behalf of a minor, you represent and warrant that you are the minor's parent or legal guardian and you agree to these Terms and Conditions and all applicable references contained herein. If you are seeking care on behalf of an adult of whom you have proxy permission in MyUPMC, you represent and warrant that you are the legal proxy for such adult and you agree to these Terms and Conditions and applicable references contained herein.
8. UPMC Providers and OCG Providers may, at their discretion, conduct a visit for patients under age 3.
9. If you are seeking care on behalf of a minor, you represent and warrant that you and the minor are both located in the same state you selected as your current location and will remain in such location for the duration of your virtual visit.
10. If you are seeking care on behalf of a minor, you represent and warrant that you will be present with the child during the video portion of your virtual care visit.
11. If you are seeking care on behalf of a minor, you represent and warrant that you are seeking access for the care of the patient with no frivolous intent and are acting within the best interests of the patient.
12. You are competent to use the Service offered through the UPMC AnywhereCare website or mobile app, and you fully understand the terms and conditions set forth herein.
13. You understand that there are limitations associated with a virtual visit that may not arise in a traditional, in-person setting. You have voluntarily chosen to be treated by a Provider through UPMC AnywhereCare and understand the limitations associated therewith.
14. You understand that the treating Provider is not a substitute for a primary care physician whom you see in person on a regular basis for annual physical exams and preventative medical care.
15. You represent that if you are prescribed a medication, the medication is solely for your own medical needs, and you will not distribute, sell, or otherwise dispense the medication(s) to any other person(s). You acknowledge that you are not requesting the medication from multiple sources in order to provide or add to a stock of such medication or to exceed the amount necessary for your current personal medical needs.
16. You understand that certain over-the-counter medications, including herbal medicines and nutraceuticals, may adversely react with prescription medications, and you agree that you will not take any of these over-the-counter medications without first consulting your pharmacist or your primary care physician.
17. You understand that Schedule II drugs, such as Codeine, will not be prescribed through an online visit and that certain other non-controlled substances, as identified by UPMC and/or as prohibited by applicable laws and regulations, may not be available for prescriptions as part of a UPMC AnywhereCare visit.
18. You agree to contact your primary care physician if you have questions, difficulties, or complications in connection with recommended treatment.

19. If your certification is inaccurate, you agree to indemnify UPMC, OCG and the UPMC Providers or OCG Providers with whom you interact.

2.2. Financial Responsibility:

You agree that each UPMC AnywhereCare visit is provided to you for a fee and that you will pay the fee at the time of the Service; however, after the service, your Provider may send a separate bill for a fee based on your insurance coverage.

UPMC Providers and OCG Providers are participating providers with the affiliated companies of the UPMC Insurance Services Division (collectively “UPMC Health Plan”). UPMC AnywhereCare is not a Covered Service for UPMC Health Plan Medical Assistance beneficiaries who are not located in the Commonwealth of Pennsylvania at the time of the visit.

Except for services provided to UPMC Health Plan members, UPMC Providers on UPMC AnywhereCare do not currently participate with Medicare, Medicaid, or other third party payers with respect to the telemedicine services provided by UPMC AnywhereCare. Patients receiving services through UPMC AnywhereCare who are not UPMC Health Plan members therefore acknowledge and agree that claims for such services will not be submitted to these payers nor will they otherwise be covered by such payers. Patients are personally responsible for any charges incurred while receiving care via UPMC AnywhereCare.

To the extent that a UPMC AnywhereCare visit is eligible for reimbursement, in whole or in part, you agree that you will pay any applicable cost-sharing associated with the visit, whether assessed prior to, at the time, or after the UPMC AnywhereCare visit.

The purpose of this notice is to help you make an informed choice about whether or not you want to receive this Service, knowing that you will have to pay for them yourself. Please contact your insurance carrier regarding eligibility and financial responsibility.

Once your payment information is submitted, you will be unable to cancel your virtual visit and your fee will be non-cancellable and non-refundable, even if the visit results in a recommendation of a different level of care (i.e., emergency room visit or urgent care). In certain instances refunds may be issued at the discretion of your UPMC AnywhereCare provider.

3. Consent to Treatment:

3.1. You consent to the provision of medical services that may include a diagnosis and treatment plan and related prescribing of certain medication as determined by the Provider, referral(s), and/or recommendation for a different level of care, as considered necessary or advisable, diagnostic procedures, medical treatment by and/or suggestion for admission to a hospital or other healthcare facilities and other healthcare providers which the Provider may consider necessary or advisable. You agree that the Provider determines whether or not the condition being diagnosed and/or treated is appropriate for a UPMC AnywhereCare visit.

If you selected Pennsylvania as your current location, you understand that your data will be shared with a health information exchange in Pennsylvania, “Clinical Connect Health Information

Exchange,” and you have reviewed UPMC’s ClinicalConnect HIE Standard Addendum to the Notice of Privacy Practices form.

3.2. You are aware that UPMC has taken certain security measures to ensure that your health information is protected, but there may be risks to privacy notwithstanding such measures. You hold UPMC harmless for information lost due to technical failures.

3.3. In submitting a request for a UPMC AnywhereCare visit, you represent that the following statements are true:

1. You will provide truthful, accurate and complete information to the Provider, and any failure to do so could result in an inaccurate diagnosis or treatment that could be harmful or ineffective.

Accordingly, you have answered each question from the commencement of your requested visit through its conclusion truthfully and accurately and have fully and completely disclosed any and all information concerning your health and medical history that you are aware of which could be relevant to your current condition and need for treatment and/or medication. If you have requested care for a child, you represent that the foregoing statements are true for the information you have provided on the child’s behalf.

2. The Provider will only be able to diagnose and recommend a treatment for your condition based upon information that you have provided. If you fail to provide information that is required to complete the visit, UPMC AnywhereCare or the Provider reserves the right to terminate any virtual care visit.

3. You agree to make the Provider aware of any changes to your medical condition or any information previously provided if you revisit the site or mobile app to obtain a refill or any other service or product of any kind whatsoever.

4. The Provider reviewing your health information and symptoms may prescribe a medication or recommend other treatment based on your responses.

5. You agree that if a medication is prescribed you will notify the Provider during your AnywhereCare visit of any adverse reactions you may have had in the past with that medication. If you become aware of anything that may affect the medication prescribed, you will notify the Provider or another healthcare provider immediately. You accept all risks, known and unknown, involved in, arising from or related to taking the medication, products or treatment.

6. You agree to fully comply with all instructions provided by the Provider following the submission of answers to questions required to obtain the diagnosis received. UPMC AnywhereCare is not liable for your failure to adhere to or be compliant with the Provider’s recommendations, which may include a recommendation of a referral to another provider or specialist.

7. You have been given the opportunity to ask any and all questions about any medication(s) that may have been prescribed. You understand that there are risks and potential side effects as well as benefits in taking any medication.

8. Any concerns regarding the UPMC AnywhereCare visit, the limitations associated therewith or medications prescribed should be addressed to the Provider during your AnywhereCare visit or with your primary care physician.

4. Mobile Devices:

For UPMC AnywhereCare visits, certain mobile devices, including smart phones and tablets, may allow the user to complete the visit via the mobile device. UPMC cannot guarantee that every mobile device will allow registered users to complete a UPMC AnywhereCare visit. If your

mobile device does not permit you to undertake and/or complete a UPMC AnywhereCare visit, UPMC requests that you use an appropriate desktop and/or laptop computer to undertake and complete the visit. All users of UPMC AnywhereCare are reminded that they should always take precautions in protecting any personal or confidential information and should always ensure that their mobile devices are used in a safe and responsible manner.

5. Website/Mobile App Use:

You agree not to use the site, mobile app or Service in any unlawful way or for any unlawful purpose. You agree not to post or transmit a message under a false name or use the network resources of UPMC AnywhereCare to impersonate another person or misrepresent authorization to act on behalf of others or UPMC AnywhereCare. All messages transmitted via UPMC AnywhereCare should correctly identify the sender. You will not alter the attribution of origin in electronic mail messages or posting. You agree not to allow another person or entity to use your Account, username, or password to access or use the Service or to post or view comments. You agree not to attempt to undermine the security or integrity of computing systems or networks of UPMC AnywhereCare or those accessed through or with it, and you will not attempt to gain unauthorized access. You agree not to harvest or collect personal health information about any other individual who uses the Service. You agree not to post or transmit any data, materials, content, or information that is threatening, false, misleading, abusive, libelous, pornographic, or profane or that contains or promotes any virus, worm, Trojan horse, time bomb, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere with, manipulate, or otherwise interrupt or expropriate the site, mobile app, or the Service. You agree not to tamper with, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of the site, mobile app, or the Service. You agree not to use robots or scripts with the site or mobile app. You agree not to attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received by the AnywhereCare site, mobile app or any UPMC website in accordance with the standard UPMC Website/Email Terms of Use.

6. Limitation of Liability: EXCEPT AS PROHIBITED BY LAW, AND WITHOUT LIMITATION:
o YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. UPMC AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (B) UPMC AND ITS AFFILIATES MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN ANY SOFTWARE ASSOCIATED WITH THE USE OF THE WEBSITE OR SERVICE WILL BE CORRECTED and (C) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UPMC OR ITS AFFILIATES OR THROUGH OR FROM THE UPMC ANYWHERECARE SERVICE

SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

- YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SERVICE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME AND PASSWORD. UPMC AND ANY UPMC AFFILIATE CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES, OR LIABILITIES ARISING FROM THE FAILURE OF TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE SERVICE.

- IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL UPMC, ANY UPMC AFFILIATE, ANY UPMC LICENSOR OR SUPPLIER, ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES A LINK TO THE SERVICE, OR OCG BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT. IN NO EVENT SHALL UPMC NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UPMC, ANY UPMC AFFILIATES, ANY UPMC LICENSOR OR SUPPLIER, ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES A LINK TO THE SERVICE OR OCG BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM: (I) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF DATA; OR (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO UPMC ANYWHERECARE RECORDS, PROGRAMS, OR SERVICES, AND WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THE ANYWHERECARE SITE, MOBILE APP OR ANY SERVICE OFFERED THROUGH THE ANYWHERECARE SITE, MOBILE APP OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON, THE ANYWHERECARE WEB SITE OR MOBILE APP, EVEN IF AN AUTHORIZED REPRESENTATIVE OF UPMC, ANY OF ITS AFFILIATES, ANY UPMC LICENSOR OR SUPPLIER, ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES A LINK TO THE SERVICE, OR OCG IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY, SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS. YOU ACKNOWLEDGE AND AGREE THAT UPMC AND ITS AFFILIATES AGGREGATE

LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES, AND IN CIRCUMSTANCES WHERE THE FOREGOING LIMITATION IS FINALLY DETERMINED TO BE UNAVAILABLE, SHALL NOT EXCEED THE FEE PAID BY YOU PRIOR TO THE FIRST OCCURRENCE OF THE SUBJECT DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES.

- IF YOUR USE OF THE MATERIALS RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF.
- YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

7. Surveys/Feedback:

As a participant in UPMC AnywhereCare, you may be asked on occasion to complete patient satisfaction surveys or provide customer feedback. UPMC may use that information to enhance UPMC AnywhereCare functionality or to analyze the data as part of studies and reports. In these cases, all information that could be used to identify you will be removed. Your participation in these satisfaction surveys is completely voluntary and does not affect your UPMC AnywhereCare visit.

8. Termination:

UPMC may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. UPMC has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. UPMC reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice.

9. International Use:

The Service is designed for and intended for users in the United States. Providers are not available to treat patients located in Texas, Arkansas, or Puerto Rico. UPMC and its affiliates and OCG make no representations that the information and services provided on the Service are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Service from territories where the content is illegal is prohibited. If you choose to access the site or mobile app from a location outside the United States, you do so on your own initiative and you are responsible for compliance with local laws.

10. Miscellaneous:

Other than information received directly by you from providers, the content of the website and mobile app should not be considered medical advice. Any warranties with regard to this information, including the accuracy of the content, are expressly denied.

To the extent permitted by applicable law, you agree that the Federal and State Courts in Allegheny County, Pennsylvania shall be the sole and exclusive jurisdictions for any and all disputes arising out of your use of UPMC AnywhereCare services.

By using UPMC AnywhereCare you agree to the applicability of the laws and jurisdiction of Pennsylvania, without regard to any principles of conflict of laws, for any matters related to your access or use of UPMC AnywhereCare.

11. Entire Agreement:

These Terms and Conditions, together with any UPMC rules or policies referred to herein, represent the entire agreement between you and UPMC AnywhereCare concerning the subject matter hereof and supersede all prior understandings, whether written or oral, concerning such subject matter. We may modify these terms and conditions, other terms and conditions referenced above in this document or the content of the UPMC AnywhereCare website or mobile app at any time. For this reason, you should review these terms and conditions set forth above and the terms and conditions referenced herein.

The Service and the content of UPMC AnywhereCare are protected by copyright, trademark, and other intellectual property concepts as applicable and are provided solely for your personal use. Reproduction, distribution, or use of UPMC AnywhereCare that is inconsistent with the terms and conditions described herein is strictly prohibited.

If any provision of these terms and conditions is held to be illegal, void or unenforceable, then such terms may be modified or amended to the extent necessary to enable the remaining provisions to be enforceable and effective to the maximum degree.

You may not assign, transfer or delegate your rights and obligations under this Agreement.