

TERMS OF USE | (MinuteClinic[®] e-visit telehealth service)

Effective Date: April 2020

MinuteClinic's e-visit telehealth service (the "Telehealth Service") should only be used to request diagnosis or treatment for non-emergency conditions. **Do not seek emergency care through this Telehealth Service. For medical emergencies, dial 911 immediately.**

The Telehealth Service is a type of care that uses digital information and communication technologies, commonly referred to as telehealth and/or telemedicine which allows you to interact with Providers and access and manage your health care by means of a computer and/or mobile device for the purpose of diagnosis, consultation or treatment.

How MinuteClinic Will Protect Your Information

MinuteClinic's Telehealth Service must follow the same Federal and State laws which protect your personal information, including HIPAA as would a health care provider delivering services to you in person. Providers have the same duty to protect your patient information and keep your treatments confidential.

If you submit any personal information relating to other people in connection with the Telehealth Services, you represent that you have the authority to do so and to permit us to use the information in accordance with the MinuteClinic Notice of Privacy Practices.

Use and Disclosure of Personal Information

In addition to the uses and disclosures set forth in the Notice of Privacy Practices for your personal health information, MinuteClinic may use your personal information received from you in connection with the Telehealth Services to:

- Provide you with updates as to the status of your request for a treatment plan or appointment.
- Notify you that there is a message waiting for you in the mobile application and/or website
- Communicate with you and respond to your requests, such as scheduling appointment(s), contacting you with information about your appointment(s), sending you email alerts or push notifications in our application(s), and providing you with related customer service.
- Communicate with you about payments owed or rendered and any outstanding balance. We may also share your information, including your payment card information, with our trusted online payment processors or third party service providers who support payment processing activities. If you choose to save your payment card information to make future payments easier, our trusted payment provider will store them on our behalf.
- For our business purposes, such as data analysis, audits, fraud monitoring and prevention, developing our Services and new products and services, determining the effectiveness of our promotional campaigns, and operating and expanding our business activities.

Telephone and Text Policy

By providing your residential or wireless phone to MinuteClinic, you expressly consent to receive non-marketing autodialed and/or prerecorded calls or text messages from or on behalf of MinuteClinic at the number(s) provided. Consent may be revoked at any time. Your wireless carrier's standard message and data rates may apply.

Telehealth Services

Telehealth involves the delivery of healthcare services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. While the provision of health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. The telehealth services are not a substitute for in-person health care in all cases. In order to use this service, you will be required to review and agree to an informed consent regarding the use of telehealth (the "**Patient Consent**").

Our telehealth service is currently only available to individuals located in certain states. Service is subject to state regulations and may change from time to time due to changes in applicable regulatory requirements. In some cases, a telehealth visit may not be the most appropriate way for you to provide information to, communicate with or seek medical care and treatment from a healthcare provider. For example, certain medical conditions may require an in-person examination. In such a case, you may receive notification that you will be unable to use the MinuteClinic telehealth service for the particular issue you submitted.

Duty to Provide Information, Access, and Connectivity

You are responsible for providing and maintaining, at your own risk, option and expense, appropriate software and hardware capabilities (consistent with any technical, quality or other requirements described in the MinuteClinic telehealth service) to enable use of the MinuteClinic telehealth service, including but not limited to, a computer or mobile device with a video camera and Internet access. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service. You also have a duty to provide truthful, accurate and complete information in any forms or other communications you submit to or through the MinuteClinic telehealth service. We reserve the right to change the access configuration, including any software, hardware or other requirements of the MinuteClinic telehealth service at any time without prior notice.

Healthcare Services

Resale of products or services, including any prescriptions received in connection with a Treatment Plan provided in connection with the Telehealth Services is specifically prohibited. We reserve the right to

refuse to provide treatment to you if it reasonably appears to us that you have not provided us with accurate information or you intend to resell any prescriptions received. You are responsible for the accuracy, reliability, or completeness of any information you provide to us. Verification of information may be required prior to providing your Treatment Plan.

When you send electronic communications, including emails or text messages, to us, you are communicating with us electronically and consent to receive return communications, if any, from us electronically, including through the Telehealth Services, or otherwise. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Payment

Payment processing services may be provided through by a third-party vendor. When you submit payment for Services received by and through the Telehealth Service, you agree to provide your credit card or payment information to a third party for processing, and you further agree to hold that third party responsible for any unauthorized use or disclosure of your personal information.

Contact Us

If you have a question or complaint regarding the Telehealth Service, please see here for information on how to contact us, or contact us as follows:

CVS Health Corporation
1 CVS Drive
Woonsocket, R.I. 02895
Telephone: (888) 607-4287