

## TERMS OF USE

Last revised 6/25/2021

These terms and conditions of use (“Terms of Use”) govern your use of our patient portal, online interfaces and properties (e.g., websites and mobile applications) owned and controlled by Rural Urgent Care, LLC (also referred to as “Rural Urgent Care”, “MainStreet Family Urgent Care,” and/or “MainStreet Family Care”), including the [www.mainstreetfamilycare.com](http://www.mainstreetfamilycare.com) website and associated and linked sites (the “Site”), as well as the patient portal and other services (“Services”) available to users through the Site or from Rural Urgent Care. The terms “we”, “us”, “our”, “Provider” and “Providers” refer to Rural Urgent Care, LLC. The terms “you” and “your” means you, your dependent(s) if any, and any other person accessing your Rural Urgent Care, LLC Account. Further, if you are a user in North Carolina and are using the properties described above as part of services received from MainStreet and KidsStreet of North Carolina, PLCC, the terms herein also apply to your relationship with MainStreet and KidsStreet of North Carolina, PLCC in connection to the use of these properties and the same terms (terms “we”, “us”, “our”, “Provider” and “Providers” ) outlined above shall collectively represent both Rural Urgent Care, LLC and MainStreet and KidsStreet of North Carolina, PLCC.

**Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the Site and Services. You acknowledge that you have read, understand, and accept all terms and conditions contained within this Terms of Use, our Notice of Privacy Practices, and our Privacy Policy. If you do not agree to be bound by any of these terms, you are not authorized to access or use this Site or our Services; you must promptly exit this Site and not use the Services.**

**In the event that you register online for a visit, you will also execute our Terms and Conditions and HIPAA Authorization document. In the event of any conflicts between this documents and the Terms and Conditions, the provisions in the Terms and Conditions regarding conflict shall control.**

### **1. Privacy Practices**

You agree that information provided by you in connection with the Services and Site shall be governed by the our Online Privacy Policy, which is hereby incorporated and made a part of this Agreement. You agree that information provided by you in connection with the Services shall also be governed by our Online Privacy Policy and it is hereby incorporated and made a part of this Agreement. See our website for a copy of these policies.

### **2. Not for Emergencies**

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.**

Our Site and Services are **not** for medical emergencies or urgent situations. You should not disregard or delay to seek medical advice based on anything that appears or does not appear on the Site. If you believe you have an emergency, call 9-1-1 immediately

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning

questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

### **Risks of Telehealth Services**

By using the Services, you acknowledge the potential risks associated with telehealth services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Provider; delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

### **Prescription Policy**

We do not endorse any specific medication, pharmacy, or pharmacologic product. If a Provider prescribes a medication, he/she will limit supply based upon state regulations and will only prescribe a medication as determined in his/her own discretion and professional judgment. There is no guarantee a prescription will be written. Providers do not prescribe DEA controlled substances or scheduled medications, or certain other drugs which may be harmful because of their potential for abuse. Providers reserve the right to deny care for actual or potential misuse of the Services.

You agree that any prescriptions that you acquire from a Provider will be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription. We fully honor patient freedom of choice and, if you receive a prescription for a medication, you always have the option to instruct your Provider to transmit that prescription to the pharmacy of your choice.

### **3. Availability of Site and Services**

We operate subject to state and federal regulations, and the Site or Services may not be available in your state. You represent that you are not a person barred from enrolling for and/or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Site and/or the Services is limited exclusively to users located in States within the United States where the Services are available. Services are not available to users located outside the United States. Accessing the Site or Services from jurisdictions where content is illegal, or where we do not offer Services, is prohibited.

### **4. Eligibility; Site Access, Security and Restrictions; Passwords**

In order to access the Site and the Services, you represent and warrant that you are older than 18 years old and you are located in a State where we have clinics at the time of use or service. You agree to fully, accurately, and truthfully create your Account, including but not limited to your name, mailing address, phone number, email address, and password, which become your ID and credentials. The login and/or credentials are personal to you, and you are solely responsible for maintaining the confidentiality of your login and/or credentials, and for all activities that occur under such login and/or credentials. You agree to prohibit anyone else from using your login and/or credentials and agree to immediately notify us any

actual or suspected unauthorized use of your login and/or credentials or other security concerns of which you become aware. Your access to the Site may be revoked by us at any time with or without cause.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

## **5. Electronic Communications**

When you use the Site or Services, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. We may contact you by telephone, mail, or email to verify your account information. We may request further information from you and you agree to provide such further information to ensure that you have not fraudulently created your Account. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Site and the Services until you provide the information to us as requested.

## **6. Consent to Receive Calls and Text Messages**

By providing your mobile number, you are agreeing to be contacted by or on behalf of us at the mobile number you have provided, including calls and text messages, to receive informational or Service related (e.g., progress tracking, refill reminders, checkup reminders, etc.) and marketing communications relating to the Site and Services. Message and data rates may apply. To stop receiving text messages related to your online account go to your account and change your profile settings to not receive text messages. Note that as a condition of you use of our service you will always receive Customer Satisfaction texts, registration system texts, and operation / visit related texts regardless of your settings, and by using our service you agree to receive those and indemnify us against and all cause related thereto. We may confirm your opt out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message and/or respond to your STOP message by texting you a request to identify services you wish to stop. Keep in mind that if you stop receiving text messages from us you may not receive important and helpful information and reminders about your progress and treatment. Note that in any and all cases you agree that we may send you marketing messages by text and email.

## **7. Ownership of The Site And Related Materials; Additional Restrictions**

All pages within this Site and any material made available for download are the property of Rural Urgent Care, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws.

All rights not expressly granted to you in these Terms of Use are reserved and retained by Rural Urgent Care or its licensors, suppliers, publishers, rights holders, or other content providers. Neither the Site and Services, nor any part of the Site and Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Rural Urgent Care. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Rural Urgent Care without express written consent. You may not use any meta tags or any other "hidden text" utilizing Rural Urgent Care's name or trademarks without the express written consent of Rural Urgent Care. You may not misuse the Site or Services. You may use the Site and Services only as permitted by law. The content of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by Rural Urgent Care. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content or other proprietary information (including; images, text, page layout, or form) of Rural Urgent Care without our express written consent.

You agree that, to the extent allowed by law, Rural Urgent Care shall own and control any information you provide to us and that Rural Urgent Care may sell, transfer or otherwise utilize the information in any way deemed appropriate by Rural Urgent Care.

#### **8. No Users Under 18 Years Old**

The Site and Services are only for users of the age of 18. If you are under the age of 18, please do not attempt to register with us at this Site or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please Contact Us as given below or call us at 256-854-9989.

#### **9. Accuracy of Information; Functionality**

Although we attempt to ensure the integrity and accurateness of the Site and Service descriptions, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site, Service descriptions and other content on the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected. Additionally, we shall have no responsibility or liability for information or content posted to the Site from any non-affiliated third party.

We reserve the complete and sole discretion with respect to the operation of the Site and the Services. We may withdraw, suspend, or discontinue any functionality or feature of the Site or the Services among other things. We are not responsible for transmission errors, corruption, or compromise of information carried over local or interchange telecommunications carrier. We are not responsible for maintaining information arising from use of the Site or with respect to the Services. We reserve the right to maintain,

delete, or destroy all communications or information posted or uploaded to the Site or the Services in accordance with our internal record retention and/or destruction policies.

## **10. Links to Other Sites**

We make no representations whatsoever about any other website that you may access through this Site. When you access a site other than ours via our site, please understand that it is independent from us, and that we have no control over the content on that website. In addition, a link to a non-Rural Urgent Care website does not mean that we endorse or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

## **11. User Information**

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site (“User Information”), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to us that you have the legal right and authorization to provide all User Information to us for use as set forth herein and required by us.

You agree not to (i) access the Site or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively “Information”) which is (1) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site or the Services, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or the Services; (v) use robots or scripts with the Site; (vi) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Site; (vii) to have any antivirus or antispyware software running that is set to override the internet browser’s cookies setting; (viii) incorrectly identify the sender of any message transmitted to Rural Urgent Care. You may not alter the attribution or origin of electronic mail, messages, or posting; (ix) harvest or collect PHI about any other individual who uses the Site or the Services; (x) infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

You agree to defend, indemnify and hold harmless Rural Urgent Care LLC, MainStreet and KidsStreet of North Carolina PLCC, and our Providers and employees from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of any User Information you upload to or transmit through the Site.

## **12. Claims of Copyright Infringement**

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Rural Urgent Care respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), we will respond promptly to notices of alleged infringement that are reported to Rural Urgent Care's Designated Copyright Agent, identified below.

### **Notices of Alleged Infringement for Content Made Available on the Site**

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Copyright Agent:

Rural Urgent Care, LLC

1500 1<sup>st</sup> Ave North, Unit#3

Birmingham AL 35203

### **13. Intellectual Property**

With the exception of your electronic medical record, Rural Urgent Care retains all right, title, and interest in and to the Site, the Services and any information, products, documentation, software, or other materials on the Site, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing, except for information on the Site licensed by Rural Urgent Care (in that case, the license provider retains all right, title, and interest therein). The information available through the Site and the Services is the property of Rural Urgent Care. You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of Rural Urgent Care trademarks, service marks, and logos are strictly prohibited without the prior written permission of Rural Urgent Care. The immediately foregoing sentence also applies to any third party trademarks, service marks, and logos posted on the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right to use any trademarks, service marks or logos displayed on the Site without the written grant thereof by Rural Urgent Care or the third party owner of such trademarks, service marks, and/or logos. The Site may contain other proprietary notices and copyright information, the terms of which you agree to follow.

Rural Urgent Care may delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene, or in violation of copyright, trademark, or other intellectual property or ownership right of any other person or entity.

### **14. CAN-SPAM Act and Telephone Consumer Protection Act Compliance**

We are committed to being compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAM-SPAM ACT") and the Telephone Consumer Protection Act ("TCPA"). You consent to receive text messages from us as set forth in Section 7, above ("Consent to Receive Calls and Text Messages"). Emails, newsletters, and text messages received from us are intended to fully comply with the CAM-SPAM ACT and the TCPA. In the event you receive an email or text message from us which you do not believe is fully compliant with the CAN-SPAM ACT or the TCPA, please contact us immediately at the address listed below under the section "How to Contact Us."

You shall not use or permit any of your employees, agents, or affiliates to market, promote, or solicit our products or services in ways that would violate the CAN-SPAM ACT, the TCPA or any other laws. You shall not infringe on the rights of others; distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; or infringe copyrights, trademarks, or other intellectual property rights.

You further agree to comply with U.S. export laws concerning the transmission of technical data and regulated materials via the Internet. You agree to indemnify and hold Rural Urgent Care and its Affiliates harmless for any and all acts found or suspected to be in violation hereof. You shall indemnify and hold Rural Urgent Care and its Affiliates harmless against and from losses, damages, costs, and reasonable attorney fees incurred in defending or resolving any suits brought against Rural Urgent Care or any of its Affiliates by anyone arising out of any alleged violation of any anti-spamming rules, regulations, laws, statutes. Your Account will be terminated for any of the above infractions.

## **15. Disclaimer of Warranties**

RURAL URGENT CARE LLC (AND in North Carolina MAINSTREET AND KIDSSTREET OF NORTH CAROLINA PLLC) DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, CONTENT OR INFORMATION CONTAINED WITHIN IT, SITE-RELATED SERVICE, SNAPSHOT, AND THIRD PARTY CONTENT AND SOFTWARE ACCESSIBLE THROUGH THE SITE, ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. RURAL URGENT CARE DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, THIRD PARTY SOFTWARE AVAILABLE THROUGH THE SITE, AND LINKED WEBSITES. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

## **16. Limitation of Liability Regarding Use of Site**

EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:

RURAL URGENT CARE LLC (AND in North Carolina MAINSTREET AND KIDSSTREET OF NORTH CAROLINA PLLC), ITS LICENSORS, ITS AFFILIATES, AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF RURAL URGENT CARE AND ITS LICENSORS TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

## **17. Limitations on Third Party Rights**

Unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Us, our licensors and their affiliates. Nothing in the Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, us, our licensors, and their affiliates, nor shall any provision give any third parties any right of subrogation or action over against you, us, our licensors and their affiliates. Without limiting the generality of the foregoing, all disclaimers and limitations of liabilities in these Terms of Use are also for the benefit of our licensors, intended third-party beneficiaries hereunder.

## **18. Assignment**

You may not assign, transfer, or delegate the Terms of Use or any part thereof without Rural Urgent Care's prior written consent. We may freely transfer, assign, or delegate all or any part of the Terms of Use, and any rights or duties hereunder or thereunder. The Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

## **19. Venue and Law**

In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in and for Birmingham, Alabama in accordance with Alabama law.

## **20. Force Majeure**

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

## **21. Indemnification**

You agree to defend, indemnify, and hold harmless us, our licensors, officers, employees, and their affiliates from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site or Services or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to us, or any Provider or customer service agent; and/or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site or Services or any information on the Site, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

## **22. Release**

You agree that each time you use the Site, use our Services in any way, or visit one of our Clinics, you thereby agree to fully and completely release Rural Urgent Care LLC, its affiliates, its employees, and its Providers from any claim (or damage or liability of any kind) you may have previously had, or currently have at time of service, use, or visit, against Rural Urgent Care, LLC or its affiliates or any of its employees. If your visit occurred in North Carolina you also agree that in addition to above, you agree that each time you use the Site, use our Services in any way, or visit one of our Clinics, you thereby agree to fully and completely release MainStreet and KidsStreet of North Carolina PLLC, its affiliates, its employees, and its Providers from any claim (or damage or liability of any kind) you may have previously had, or currently have at time of service, use, or visit, against MainStreet and KidsStreet of North Carolina PLLC or its affiliates or any of its employees.

## **23. Revisions; General**

We reserve the right, in our sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. We reserve the right to modify these Terms of Use at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall us and you pertaining to the subject matter hereof. In its sole discretion, Rural Urgent Care may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

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How to Contact Us:

Rural Urgent Care, LLC  
1500 1<sup>st</sup> Ave North, Unit#3  
Birmingham, AL 35203

In North Carolina ALSO CONTACT

KidsStreet and MainStreet of North Carolina, PLCC  
1500 1<sup>st</sup> Ave North, Unit#3  
Birmingham, AL 35203