

# Agreement between User and affordablecertification.com

Welcome to Affordablecertification.com. The Affordablecertification.com website (the "Site" or "the platform") consists of various web pages operated by Leadsmanagement LLC.

Healthcare services on the website are provided by Sanchez MCS LLC and Flagstone Medical P.C.

Affordablecertification.com is offered to you conditioned on your acceptance without modification of the terms, conditions, telemedicine consent and notices contained herein (the "Terms"). Your use of Affordablecertification.com constitutes your agreement to all such Terms.

Please read these terms carefully, and keep a copy of them for your reference.

Affordablecertification.com is an informational blog and Telemedicine platform operated by Sanchez MCS LLC and Flagstone Medical P.C.

## **Privacy**

Your use of Affordablecertification.com is subject to Leadsmanagement LLC Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting Affordablecertification.com or sending emails to Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

#### **Your Account**

For security purposes every account is protected with a 2 step authentication. If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. is not responsible for third party access to your account that results from theft or misappropriation of your account. Leadsmanagement LLC and HEMATOLOGY/ONCOLOGY PC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

#### Children Under 18

If you are under 18, you may use Affordablecertification.com only with permission of a parent or guardian. Documentation from the previous doctor will be required.

## Cancellation/Refund Policy

A full refund will be issued if you don't get approved by the doctor practicing on the platform..

If you do get approved by our doctor a refund can only be requested during 1 business day, before your application is submitted to the Arizona Department of Health. After your application is submitted to the Department of Health refunds cannot be issued.

# **Links to Third Party Sites/Third Party Services**

Affordablecertification.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. and Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. of the site or any association with its operators.

Certain services made available via Affordablecertification.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the Affordablecertification.com domain, you hereby acknowledge and consent that Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. may share such information and data with any third party with whom Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. has a contractual relationship to provide the requested product, service or functionality on behalf of Affordablecertification.com users and customers.

## No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use Affordablecertification.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Leadsmanagement LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Leadsmanagement LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Leadsmanagement LLC. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Leadsmanagement LLC or our licensors except as expressly authorized by these Terms.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. has no obligation to monitor the Communication Services. However, Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. does not control or endorse the content, messages or information found in any Communication Service and, therefore, Leadsmanagement LLC and HEMATOLOGY/ONCOLOGY PC specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. spokespersons, and their views do not necessarily reflect those of Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C..

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

## Eligibility acknowledgement

By using the Website, you acknowledge and agree that the Service is provided at the sole discretion of the Providers (doctors) and Service is limited to diagnosis and treatment of those non-emergent medical conditions appropriate for diagnosis and treatment using Telemedicine (email, telephone or videoconference).

Affordablecertification.com is operating in multiple states. Accessing the Service from a state other than a state which Affordablecertification.com operates is prohibited, and you confirm that you are physically located in a state where you are requesting a service.

## **Third Party Accounts**

You will be able to connect your Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. account to third party accounts. By connecting your Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

## Indemnification

You agree to indemnify, defend and hold harmless Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C., its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. in asserting any available defenses.

#### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LEADSMANAGEMENT LLC AND Sanchez MCS LLC and Flagstone Medical P.C. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

LEADSMANAGEMENT LLC AND Sanchez MCS LLC and Flagstone Medical P.C. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. LEADSMANAGEMENT LLC AND Sanchez MCS LLC and Flagstone Medical P.C. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LEADSMANAGEMENT LLC AND Sanchez MCS LLC and Flagstone Medical P.C. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR

LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LEADSMANAGEMENT LLC AND Sanchez MCS LLC and Flagstone Medical P.C. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Arizona and you hereby consent to the exclusive jurisdiction and venue of courts in Arizona in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. as a result of this agreement or use of the Site. Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Text messaging**

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Affordablecertification.com at any time by texting the word STOP to from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

I agree to comply with this Agreement, on behalf of myself and on behalf of any other person on whose behalf I am seeking medical care. I understand and agree that if I fail to comply with the terms of the Agreement, I may be prohibited from using the Service, and I will hold Affordablecertification.com harmless from any liability arising from my failure to comply.

I hereby certify that I am at least 18 years of age and possess the legal right and ability to enter into this Agreement under the name in which I have registered to use the Service. I further certify that I am physically present in a state which Affordablecertification.com operates at the time that I am accessing the Service. I understand and acknowledge that my ability to access the Service is conditional upon the above mentioned criteria of my certification of age, legal authority, and physical presence in a state which Affordablecertification.com operates at the time that I access the Service, and that the Providers rely upon this certification in order to interact and facilitate health care services with me.

### Social Media

Attention everyone who interacts with our social media presence, including comment sections, feeds, stories and other elements of social media presence viewable on Facebook, Instagram, Twitter, YouTube, Pinterest, Google, Yelp, LinkedIn, or any of the many other available external third party social media platforms we may utilize ("Social Media Presence").

Social media platforms are places of public information exchange, and you should have no expectation of privacy when using those. The sites and platforms that host our Social Media Presence are not controlled by us and therefore have their own privacy policies and terms of use. The comments and other posts left by our users on social media are theirs alone and do not reflect the opinions of AffordableCertification. If you see an offensive or inappropriate post or comment on our Social Media Presence, you should report it to the operator of the applicable site or platform using the procedures they have established for that purpose.

# **Changes to Terms**

Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. reserves the right, in its sole discretion, to change the Terms under which Affordablecertification.com is offered. The most current version of the Terms will supersede all previous versions. Leadsmanagement LLC and Sanchez MCS LLC and Flagstone Medical P.C. encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

Leadsmanagement LLC welcomes your questions or comments regarding the Terms:

Leadsmanagement LLC 3001 W Indian School rd Ste 311 Phoenix, Arizona 85017

**Email Address:** 

support@affordablecertification.com

Telephone number:

602 412 3750

Effective as of Nov 15, 2020

