

TERMS OF USE

Last revised: November 11, 2025

These Terms of Use govern your use of our websites and online interfaces owned and controlled by Rural Urgent Care, LLC (also “Rural Urgent Care,” “MainStreet Family Care,” and/or “MainStreet Family Urgent Care”), including www.mainstreetfamilycare.com, www.kidsstreeturgentcare.com, registration and portal sites, and linked sites (the “Site”), as well as interactive services available through the Site (collectively, “Services”). If you are in North Carolina, these Terms also apply to your use with MainStreet and KidsStreet of North Carolina, PLLC. Collectively “Company.”

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 these 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.

YOUR AGREEMENT; STRICT GATING (PATIENTS VS. NON-PATIENTS)

By visiting or using the Site, you agree to these Terms of Use and our Privacy Policy. If you do not agree, do not use the Site. For any interactive feature (e.g., forms, account creation, online/electronic registration, kiosk, or portal access), you must agree to these Terms. If you do not, stop using the Site immediately.

If you are a current or prior patient (or HIPAA otherwise covers our relationship with you): You may not use any of our websites, apps, portals, kiosks, or other electronic tools—public or private—unless you have executed our HIPAA & DIGITAL TECHNOLOGY AUTHORIZATION and we have it on file. Treatment is not conditioned on signing; you may always receive care using paper registration. If you are a patient and have not signed the Authorization, exit the Site now and do not use our electronic tools or access.

RELATIONSHIP TO OTHER DOCUMENTS

You will have been asked to accept a Terms and Conditions and Medical Malpractice Agreement and a HIPAA & DIGITAL TECHNOLOGY AUTHORIZATION (or similarly named documents) when registering for a visit or using the portal. If there is a conflict, those documents control to the extent they say they do.

PRIVACY; HIPAA SPLIT; NO PHI ON PUBLIC PAGES

Information you provide through public pages is governed by our Privacy Policy. Protected health information (“PHI”) related to your care is governed by our Notice of Privacy Practices (NPP), not the website Privacy Policy.

Do not submit PHI on public pages, web forms, or email. Use the Patient Portal or visit a clinic for clinical matters.

NOT FOR EMERGENCIES

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. The Site and Services are not for emergency or urgent communications.

NO CLINICIAN–PATIENT RELATIONSHIP CREATED

Information on the Site is for general informational purposes only and is not intended to substitute for professional medical advice, diagnosis, or treatment. Use of this Site does not create a doctor–patient or clinician–patient relationship. Always seek the advice of your physician or other qualified health provider with any questions regarding a medical condition. Do not disregard medical advice or delay seeking it because of information you have read on the Site.

AVAILABILITY; GEOGRAPHIC RESTRICTIONS

We operate subject to state and federal regulations, and the Site or Services may not be available in all states. Access is limited to users located in states within the United States where we offer services.

ELIGIBILITY; AGE

Public Sites. Our public Sites are not directed to children under 13. Exit if you are under 13.

Interactive Features (registration, portal). You represent and warrant that you are 18 or older, or a parent/guardian acting on behalf of a minor patient, to use interactive features or create an account.

ACCOUNT SECURITY; PROHIBITED USES

You are responsible for maintaining the confidentiality of any credentials and for all activities that occur under your account. You agree not to violate Site security; probe or test systems; use scrapers/robots; or otherwise interfere with or abuse the Site. We may investigate and cooperate with law enforcement.

ELECTRONIC COMMUNICATIONS

When you use the Site or Services or communicate with us electronically, you consent to receive communications from us electronically and agree that such communications satisfy legal requirements for written communications. We may verify your account information and request additional information to prevent fraud.

TEXTS, CALLS, AND EMAILS

Operational messages. By providing a mobile number or email for a requested service, you consent to receive non-marketing, operational messages (e.g., check-in codes, visit updates, outage notices).

Marketing messages. Marketing texts/emails require your separate, prior express written consent. You can opt out of marketing texts at any time by replying STOP (reply HELP for help). Message and data rates may apply. Opting out of operational texts may impact your ability to use certain online tools that rely on text codes. Your treatment is not conditioned on consenting to marketing messages.

PRESCRIPTION POLICY

We do not endorse any specific medication, pharmacy, or product. A prescription is not guaranteed. Providers do not prescribe DEA-controlled substances or certain other drugs. Providers may deny care for actual or potential misuse of Services.

OWNERSHIP; INTELLECTUAL PROPERTY; USE RESTRICTIONS

All pages within the Site and materials made available for download are the property of Rural Urgent Care or its licensors. The Site is protected by United States and international laws. All rights are reserved. You may not reproduce, copy, sell, resell, frame, deep link, or otherwise exploit the Site or any content for commercial purposes without our express written consent.

USER INFORMATION; ACCEPTABLE USE

If you submit information or materials ("User Information"), you agree they will not be false, unlawful, infringing, obscene, or harmful, and will not contain viruses or other harmful components. You represent you have the right to provide such information for our use as set forth in these Terms and our policies. You agree not to use the Site for unlawful purposes or to impersonate others.

LINKS TO OTHER SITES

Links to third-party websites are provided for convenience. We do not control and are not responsible for the content or practices of those sites. You access them at your own risk.

We may use third-party services, plug-ins, or tools to operate the Site. These providers may collect technical or device information in accordance with their own privacy practices. We are not responsible for the security, privacy, or data handling practices of third-party services. You are encouraged to review the terms and privacy policies of any third-party sites you visit through links provided

DMCA – COPYRIGHT INFRINGEMENT

If you believe content on the Site infringes your copyright, send a notice containing the items listed in our DMCA procedure to:

Rural Urgent Care, LLC — 1500 1st Ave North, Unit #3, Birmingham, AL 35203; Email: dmca@mainstreetfamilycare.com.

CAN-SPAM AND TCPA COMPLIANCE

Emails, newsletters, and texts we send are intended to comply with CAN-SPAM and the Telephone Consumer Protection Act. If you receive a message you believe is non-compliant, contact us using the information below.

ACCURACY; FUNCTIONALITY; CHANGES

We try to ensure the integrity and accuracy of Site content but make no representations about correctness or completeness. We may modify, suspend, or discontinue any feature at any time.

DISCLAIMER OF WARRANTIES

THE SITE, SERVICES, CONTENT, AND ANY THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” WITH ALL FAULTS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND ACCURACY.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED BY LAW, RURAL URGENT CARE LLC (AND, IN NORTH CAROLINA, MAINSTREET AND KIDSTREET OF NORTH CAROLINA PLCC), ITS LICENSORS, AFFILIATES, AND THIRD PARTIES MENTIONED ON THE SITE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFITS, DATA LOSS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THE SITE OR SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION IS TO STOP USING THE SITE AND/OR SERVICES. WHERE A LIMITATION IS NOT ENFORCEABLE, OUR MAXIMUM LIABILITY TO YOU FOR YOUR USE OF THE SITE IS \$500.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Rural Urgent Care, LLC, MainStreet and KidsStreet of North Carolina PLCC, their affiliates, providers, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to: (a) your use or misuse of the Site or Services; (b) your User Information; (c) your breach of these Terms; or (d) your violation of any law or the rights of a third party.

VENUE AND LAW

These Terms are governed by Alabama law. Any dispute relating to the Site or these Terms will be resolved in Birmingham, Alabama.

ARBITRATION AND WAIVER OF CLASS ACTION

Any dispute arising out of or relating to these Terms or the Services or use of the Site shall be resolved through binding arbitration in Birmingham, Alabama, in accordance with the rules of the American Arbitration Association. You waive any right to a jury trial and agree not to participate in any class action against us.

FORCE MAJEURE

We are not liable for delay or failure due to events beyond our reasonable control, including acts of God, terrorism, war, network failures, natural disasters, civil disorder, or strikes.

REVISIONS; TERMINATION

We may modify these Terms at any time, effective upon posting the revised Terms with a new “Last revised” date. Your continued use after changes are posted constitutes acceptance. We may terminate or suspend access to all or part of the Site with or without notice.

LIMITED SITE RELEASE (WEBSITE ONLY)

To the maximum extent permitted by law, you release the Company from claims arising solely out of your non-clinical use of the public Site, excluding (i) personal injury, (ii) willful misconduct, (iii) violations of applicable privacy, security, or consumer-protection laws, and (iv) any non-waivable rights. This paragraph does not affect clinical care, billing disputes, or PHI rights under HIPAA/NPP.

ATTESTATION & TECHNICAL ENFORCEMENT (PUBLIC PAGES)

To implement the strict gating above, we may present an interstitial attestation on first visit confirming either (a) you are not a current/prior patient, or (b) you are a patient and have signed the HIPAA & DIGITAL TECHNOLOGY AUTHORIZATION. We may delay or suppress third-party advertising/analytics tags on public pages until you confirm. If you indicate you are a patient without an Authorization on file, you must not use the Site and will be directed to information on how to receive care with paper registration. Any circumvention of the attestation or gating is a violation of these Terms.

CONTACT

Rural Urgent Care, LLC

1500 1st Ave North, Unit #3

Birmingham, AL 35203

Compliance

Any provision of law or regulation or judicial or administrative interpretation of same that invalidates, or otherwise is inconsistent with, the terms of these Terms that, in the reasonable judgment of either party, would cause one or both parties to be in violation of law or regulation shall be deemed to have suspended that term; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of these Terms to the greatest extent possible consistent with the requirements of law and regulations. The parties agree the Company may propose substitute terms consistent with the spirit and intent of these Terms, and you agree to proceed under those substitute terms to the extent permitted by law.

Severability

If any part, term, or provision of these Terms, or related agreements, is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these Terms did not contain the particular part, term, or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

Acceptance

Your use of our sites or Electronic Properties constitutes your acceptance of these Terms. If you do not agree to be bound by all terms herein, you must exit the site and stop using any of our Electronic Properties.