

Medical Terms of Service

Last Updated: September 29, 2022

To whom it may concern:

These Medical Terms of Service (“Medical Services Terms”) govern your use of the medical services, including the Telehealth Services described in more detail in Section 12 below (“Medical Services”) provided by MelMedic LLC and our affiliated medical services providers (“MelMedic LLC”, “we”, “us”, or “our”). TeleHealth services are provided by MelMedic LLC. Any new partner relationships will be outlined on an ongoing basis in this document and identified in section 11. If you are using MelMedic LLC services, the applicable Partner is also a party to these Medical Services Terms, and “MelMedic LLC”, “we”, “us” or “our” means MelMedic LLC (and our affiliated medical services providers) and any applicable Partner (s), collectively. Please read the Medical Services Terms carefully before using the Medical Services.

By using the Medical Services, including the Telehealth Services, you agree to be bound by these Terms. If you are accepting these Medical Services Terms for another person (“Family Member”) as such Family Member’s guardian, conservator, or custodian, and as parent of a minor child Family Member, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Family Member.

MelMedic LLC is affiliated with the Charm electronic health record system, where the aforementioned affiliate provides management and administrative services to MelMedic LLC health record and billing systems.

Membership Terms of Services govern your use of the services provided by MelMedic LLC. Please read the Membership Terms of Services carefully before using MelMedic LLC services. Please refer to our notice of HIPPA compliance policies to learn how MelMedic LLC collects, uses, shares and protects your Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 or “HIPAA”).

Please do NOT use the Medical Services, including the Telehealth Services, for emergency or urgent medical matters. For all urgent or emergency matters that you believe may immediately affect your health, you must immediately call 911 or go to the nearest emergency room or urgent care facility.

1. Updates to the Medical Services Terms

We may modify these Medical Services Terms from time to time. We will notify you of material changes by posting the amended terms on the MelMedic LLC website and the MelMedic Medical mobile application at least thirty (30) days before the effective date of the changes. If we have your email on file, we will also notify you of material changes to the Medical Services Terms by email at least thirty (30) days before the effective date of the changes. Please make sure we have your current email address so that you will receive notice of any material changes. If you do not agree with the proposed changes, you should discontinue your use of the Medical Services before the effective date of the change. If you continue using the Medical Services after the effective date, you will be bound by the updated Medical Services Terms.

2. Your Financial Responsibility; Assignment of Benefits

You agree to pay MelMedic LLC all applicable charges at the prices then in effect for the Medical Services provided to you or another person on whose behalf you are accepting these Medical Services Terms and/or payment responsibility (such as your children or other family members) ("Covered Family Member"). You will be charged for the Medical Services, including complementary and alternative services provided to you or your Covered Family Member by a MelMedic LLC healthcare service provider (each, a "Provider"). You authorize MelMedic LLC to charge your chosen payment method (your "Payment Method") for the Medical Services provided to you or your Covered Family Member. If your Payment Method is invalid at the time payment is due, you agree to pay all amounts due upon demand. The third party services provider who manages your Payment Method may impose terms and conditions on you, which are independent of these Medical Services Terms, and you agree to comply with all of those terms. MelMedic LLC may accumulate charges that you've incurred for the Medical Services and submit them as one or more aggregate charges during or at the end of each billing cycle. MelMedic LLC reserves the right to correct any billing errors or mistakes even if payment has already been requested or received.

If you provide information about your health insurance or health plan, that will be deemed your authorization for us to submit claims for covered Medical Services to your health insurer or health plan. You hereby assign or otherwise authorize payment of medical benefits to us for the Medical Services provided to you or your Covered Family Member. You authorize the release of any medical or other information necessary to process any claims for the Medical Services provided. You further understand and accept your financial responsibility for any portion of the bill not covered by your health insurer or health plan. SUBMISSION OF CHARGES DOES NOT WAIVE OUR RIGHT TO SEEK PAYMENT DIRECTLY FROM YOU.

3. Appointments: Missed/Late Cancellation

You understand and agree that if you do not show for your appointment or you cancel your appointment with less than 24 hours' notice, we may charge you a fee for a missed/late cancelled appointment.

4. Permission to Treat

You give permission to the Providers to medically care for you and your Covered Family Member. You may withdraw this consent at any time by no longer seeking MelMedic LLC healthcare and services.

You understand and agree that as part of providing Medical Services to you, your Protected Health Information (as defined by HIPAA), including test results, may be released to an online personal health record and via communication with MelMedic LLC healthcare team electronically (in accordance with our Notice of HIPPA Privacy Practices).

5. Service Termination

You may terminate your use of the Medical Services at any time by not using the Medical Services any more. We may terminate your use of the Medical Services at any time in our reasonable discretion, for causes including but not limited to illegal conduct such as falsifying information to obtain controlled substances, abusive and threatening behavior, and continued refusal to pay for our services. We may terminate your use of the Medical Services by sending notice to you at the mail or email address you provided to us or by otherwise contacting you. If we terminate your use of the Medical Services, we will use reasonable effort to notify your insurer, if any.

6. Mental Health Services Disclaimer

Mental health services may involve discussing sensitive aspects of your life in person or via TeleHealth (defined below) ; you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, or helplessness. If at any point you experience significant increased distress or have thoughts of harming yourself or others, you agree to notify your mental health provider so that an appropriate level of support can be provided. Your mental health provider may utilize a set of psychological symptom questionnaires in order to assist with determining a diagnosis and track your progress in counseling, and may discuss the nature of these assessments and your results when applicable.

7. Complementary and Alternative Services Disclaimer

MelMedic LLC may, from time to time, with your consent, offer complementary or alternative methods of treatment (“CAS”) in connection with the Medical Services. You must inform the Provider who is caring for you if you are or become pregnant, as this may affect your treatment protocol.

Nutrition consultation services are not licensed by many states in the U.S. The methods of evaluation employed, which may include diet, supplementation, and assessment analysis, are not intended to diagnose disease.

Bioidentical Hormone Replacement Therapy

Herbs and nutritional supplements recommended are traditionally considered safe in the practice of Chinese medicine, although some may be toxic in large doses. You acknowledge that you understand that some herbs may be inappropriate during pregnancy. Some possible side effects of taking herbs include, but are not limited to, nausea, gas, diarrhea, and hives. You acknowledge that you understand that the herbs should be consumed according to the instructions provided verbally and in writing. The herbs may have an unpleasant taste or smell. You acknowledge that you understand that while this section describes some of the major risks of CAS treatment, it does not address all of them and other side effects and risks may occur. You understand that the CAS modalities are not a substitute for conventional medical care and the CAS Providers cannot anticipate all possible risks and complications of treatment. You will immediately notify your CAS Provider of any unanticipated or unpleasant effects associated with any of your CAS treatments.

You hereby give consent to any of the CAS Providers at MelMedic LLC to assess and care for your present condition and any other future conditions for which you seek attention.

8. Consent to Electronic Communications

You agree that MelMedic LLC may send the following to you by email or by posting them on our website and mobile application: legal disclosures; these Medical Services Terms, Notice of HIPAA Privacy Practices; future changes to any of the above; and other notices, policies, communications or disclosures and information related to the Medical Services. You agree that MelMedic LLC may contact you via secure messaging, email, phone, text, or mail regarding the Medical Services. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy.

If you later decide that you do not want to receive certain future communications electronically, please send an email to office@melmedic.com P.O. Box 512 Bonner Springs, Kansas 66012. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from MelMedic LLC. Your

withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

MelMedic LLC will need to send you certain communications electronically regarding the Medical Services. You will not be able to opt out of those communications – e.g., communications regarding updates to these Medical Services Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Medical Services Terms provided to and accepted by you.

9. Disclaimers

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, EXCEPT IN CASE OF NEGLIGENCE OR WILLFUL MISCONDUCT, WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS:

The Medical Services are intended for use only within the United States and its territories. We make no representation that the Medical Services are appropriate, or are available for use outside the U.S. Those who choose to access and use our Medical Services from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

10. Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE MEDICAL SERVICES OR FROM THE USE OF OR INABILITY TO USE THE MEDICAL SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

To be determined

12. Telehealth Services and Permission

MelMedic LLC may provide certain Telehealth (defined below) services to you (the "TeleHealth Services"), together or separately from its regional Partners, via its affiliates. You consent to receive emails or other electronic communications from MelMedic LLC pertaining to your care and your health, which may include Protected Health Information. You understand that virtual encounters via phone, email, video, or otherwise, could involve, and you hereby consent to the use of, automated tools for diagnosis, care, treatment or communication pertaining to healthcare matters. You also acknowledge that such virtual encounters may involve care by a variety of Providers, including Physicians, Registered Nurses, Nurse Practitioners, Physician Assistants, Nutritionists, Naturopathic Doctors, Therapists, and other support or medical personnel. You give permission to MelMedic LLC Telehealth Services Providers to record and process your personal details and medical data. You may withdraw these permissions at any time by no longer seeking Telehealth Services from MelMedic LLC.

"Telehealth" is the delivery of healthcare services using technology when the healthcare provider and patient are not in the same physical location, and/or the virtual delivery of healthcare services, including by a medical provider or via digital or automated tools, including without limitation tools for medical or health-related diagnosis and treatment. The Telehealth Services may be used for diagnosis, treatment, care, follow-up and/or patient education, and may include, without limitation, the following: electronic transmission of patient medical records, medical images, and/or other patient data or information; synchronous (i.e., "real time") and asynchronous (i.e., non-"real time") interactions via audio, video, text, and/or data or other electronic communications; automated, electronic or digital tools or services for diagnosis, care, treatment and/or communication pertaining to healthcare or medical matters; and output, transmission or exchange of data from medical devices, sound and video files. Further, you understand that it may be possible that your condition cannot be treated via the Telehealth Services, or that information transmitted through the Telehealth Services may not be sufficient or of too poor of image quality, or insufficient information or data to allow for appropriate medical decision making. Accordingly, you may be required to seek additional in-person medical care, alternative healthcare or emergency services. If your health or medical problem or condition persists after use of Telehealth Services, you will immediately contact your medical services provider and seek appropriate additional in-person medical care or emergency care, as appropriate.

13. General Provisions

These Medical Services Terms make up the entire agreement relating to your use of the Medical Services, and supersede all prior agreements relating to the subject matter hereof.

We may change, suspend, or discontinue any of the Medical Services at any time. We will try to give you prior notice of any material changes to the Medical Services. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Medical Services.

We may change, suspend, or discontinue any of our partnerships, including health system partnerships, at any time. We will provide you with notices of such changes as applicable.

These Medical Services Terms do not confer any third-party beneficiary rights, except to Partners in the corresponding regions identified in Section 11. Each of the Partners is a third party beneficiary of these Medical Services Terms and shall have the right to enforce these Medical Services Terms directly as it deems necessary to enforce its rights or protect its interests in connection with these Medical Services Terms.. You may not transfer any of your rights or obligations under these Medical Services Terms to anyone else without our consent. MelMedic LLC may assign our rights in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Even after termination, these Medical Services Terms will remain in effect.