

# Terms & Conditions



We are: MedPure Weight-Loss, Inc.

The latest version of these Terms & Conditions is on our website at MedPure.com.

**YOUR ACCEPTANCE:** By checking "I Agree" below or on another form that refers to these Terms & Conditions, or by using MedPure ("we" "our" "us") Products & Services, you acknowledge that you have read and accepted these Terms & Conditions.

**OUR PRODUCTS & SERVICES:** We provide weight-loss and health-improvement Products & Services (treatments) in our Clinic at 970 N. Point Dr., Suite B150, Alpharetta, GA, 30022 and through TeleHealth, shipping, and on our websites including at MedPureWeightLoss.com and MedPure.com.

**PRESCRIPTIONS:** Some of our Products & Services require a valid prescription for weight-loss medications including Semaglutide and Tirzepatide. You will not be offered a prescription unless you have completed one or more medical intake forms that are reviewed by our Medical Director, and in the opinion of our Medical Director you have an established medical need for that prescription. You may receive your prescriptions shipped to your address or at our Clinic location and in vials or in syringes. You may request a copy of your prescription or talk to our Medical Director about your prescription at any time. To reduce side-effects, B12 (methylcobalamin) or other beneficial ingredients may be added.

**NOT ANY OTHER MEDICINE:** You understand that MedPure does not offer any trademarked medicines. Any claims we make do NOT include those made by those trademarked medicines or their owners including their research and approvals.

**YOUR FULL DISCLOSURE:** You agree to fully disclose to MedPure all your medical conditions and history, medications, supplements, surgeries, sensitivities, adverse conditions, or reactions that you may have had before, during, and after taking our treatments. You understand that if you provide false medical information or fail to fully disclose your medical history and information, you waive all rights to any claim of any type against MedPure, including monetary damages.

**YOUR ADHERENCE:** You agree to follow all written, visual, and verbal instructions we provide to you at our Clinic, through electronic means, on our websites, and by the FDA regarding receiving, storing, filling of syringes, dosing, self-injecting, using, hygiene, disposing, and supportive behaviors for our treatments.

**YOUR ACCEPTANCE OF MEDICAL RISKS & SIDE-EFFECTS:** You understand and accept the risks of medicines we provide to you including possible nausea, vomiting, severe digestive issues, diarrhea, constipation, local reactions, rashes, bruises, allergic reactions, pancreatitis, severe intestinal issues, thyroid issues including cancer, and those on our website(s) and on materials we give or send to you. Semaglutide and Tirzepatide come in 1-week injectables and in Daily Sublingual Drops. B12 and Glycine may be added to Semaglutide and Tirzepatide to reduce the severity of side-effects and long-term negative effects of severe weight-loss including skin-wrinkling, hair thinning, and reduced bone density. You understand that when you have any injection or take any sublingual drops, you should be observed for at least 20 minutes by an adult to assist you in case of a severe reaction. You agree to have on hand an up-to-date epinephrine injector in case you have a system reaction. You assume full responsibility for your injections and the daily sublingual drops. You release MedPure and its physicians, medical personnel, employees, and owners from any liability or responsibility for any reactions, conditions, procedures, interactions, or injuries related to the injections, drops, medicines, procedures, and attendance at our locations.

**REPORTING OF SIDE-EFFECTS:** If you experience any severe side-effects from our treatments you agree to immediately call and report them to Emergency Medical Care at 911 as well as your primary care physician(s). You agree to write to MedPure any reactions or side-effects to our treatments within 48-hours so we may make changes to your treatments.

**YOUR ACCEPTANCE OF GENERAL RISKS:** You agree that when you or any of your guests are at any MedPure location for any reason, you do so at your own risk. This includes participation in any activity, receiving or self-injecting medications, and use of common areas, samples, bathrooms, changing areas, or personal services. You assume all risk of injury or risk of contraction of any illness or medical condition that might result thereof or any damage, loss, or theft of personal property.

**ONGOING COMMUNICATION WITH US:** You understand it is your responsibility to participate in a medical discussion via phone or in-person with us at least once a Quarter (every 3 months) to identify any changes, issues, or problems in your taking of our treatments. You have the right to request a discussion with our Medical Director or Physician at any time before, during, or after taking any medicines we provide to you. You agree to receive a full Metabolic Blood Panel and Thyroid Panel from an accredited lab on your own at least every Quarter and to provide the results to MedPure every Quarter.

**YOUR MEDICAL RECORDS:** You understand that MedPure will create records of your medical information, care, and services that you receive from MedPure. You understand the information belongs to you. You may request a restriction on the uses and disclosures of that information, inspect and receive copies of those records, request amendments to those records, and obtain an accounting of any disclosures of that information. You understand that under HIPAA, you have these and other privacy rights regarding the protection and use of your medical information, and that you may request and receive further information regarding these privacy and other rights.

**NO GUARANTEED RESULTS OR TERMS:** You understand that there are many factors that affect the results of any treatment or medicine including your own diet and exercise choices. As such, you understand that fees are paid for performance of services only, and not for a guaranteed result. We reserve the right to change, add, or remove any terms in this Agreement at any time due to legal, business, government, or other reasons.

**YOUR CONSENT TO COMMUNICATIONS:** You understand and agree that MedPure along with third-party Providers and Pharmacies may receive messages regarding your treatments, and respond to you via email, text messages (SMS/MMS), phone calls, and voicemails (collectively, "Communications"). You acknowledge and accept that MedPure and its affiliates are not responsible for the contents or security of any of those communications. You accept that some Communications may be unrelated to your treatment, such as marketing and advertising.

**YOUR CONSENT TO PAY FOR SERVICES:** MedPure does not accept any health insurance programs. You agree to pay for MedPure products and services on a cash-basis and neither you nor we will submit any claims for reimbursement. We do not provide Superbills or medically coded-invoices for services. Regular invoices are provided upon request. You understand that MedPure's products and services are non-refundable and cannot be returned. You agree to any Refund Policy on our website.

**YOUR CONSENT TO SUBSCRIPTION BILLING:** Some MedPure Products & Services are on an auto-renewing subscription basis called a Membership. Every Membership is auto-charged every 4-weeks (or at any other agreed-upon interval). This 4-week or 28-day period is referred to as a 'month'. When you agree to a new or a renewed Membership, you commit to at least 3-months' payments on that Membership. The prices for the doses on your Membership cannot be increased for 6-months. After which, the monthly prices may be increased. You may cancel a Membership with a 4-week notice before your final Membership payment is due by emailing to [Info@MedPure.com](mailto:Info@MedPure.com) directly. At that time, any outstanding invoices will be charged via your payment method and your subscription will be cancelled.

**WE ARE NOT A PHARMACY:** You understand and agree that MedPure orders your prescription(s) through a pharmacy and is not itself a pharmacy. Our pharmacy partners are on our websites and will be provided to you upon your email request. You understand and agree that you would be entering a relationship with a pharmacy, pharmacist, and/or pharmacy group and authorize them to access your prescription records through a Controlled Substances Prescription Management Program (CSPMP) or any other such program as is required by law and/or under the discretion of the Pharmacy.

**MEDIATION AND BINDING ARBITRATION:** If you have any dispute or issue with us or our Products & Services or with our employees and owners, you agree to first express it to us and allow us to try to resolve your concerns as best we can. If we cannot resolve your concern or dispute with us, you agree to settle the dispute first by mediation then by arbitration administered by the American Arbitration Association in accordance with its Healthcare Payor Provider Arbitration Rules. You agree the judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You understand and agree to waive all your rights to a lawsuit or court process against us, our employees, and owners for any reason related to your use of our Products and Services and your attendance at our locations.

**CLASS-ACTION WAIVER:** With respect to any dispute, you waive the right to participate in a class action, private attorney general action, or other representative action in court or group-arbitration as a class representative or class member, and hereby waive the right to join or consolidate claims with the claims of any other person or group, as allowed by law.

**LIMITED LIABILITY:** Any award by a court or arbitrator is limited to actual compensatory damages unless prohibited by state law. Neither the court nor an arbitrator can award either you or us any indirect, special, incidental, or consequential damages, even if one party told the other party that they might suffer these damages.

**ASSIGNMENT OF RIGHTS:** This agreement is solely between you and MedPure. You may not assign any portion of your rights or agreed upon terms to anyone else and any attempt to do so makes this and any Agreement between you and us null and void. MedPure may, at any time and in our sole discretion, assign, transfer, or take any other such action, without your additional consent or notice, this entire Agreement, or any part of this Agreement, to any third-party of our choice.

**MEMBERSHIP TERMINATION:** We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file and refund you any unused prepaid dues.

**ENTIRE AGREEMENT:** Verbal agreements with our employees will not be accepted as valid. Only this Agreement, and all rules and regulations of MedPure, as revised from time to time, constitute the entire and exclusive agreement between you and MedPure, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

**INVALID PROVISIONS:** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

**GOVERNING LAW:** This Agreement shall be interpreted under the laws of the State of Georgia. Any litigation under this Agreement shall be resolved in the courts of the State of Georgia.

You have read the above consent items and agree to all of them.

You may reach MedPure at 470.474.1000 or at [Service@MedPure.com](mailto:Service@MedPure.com). You may request to correspond with our Medical Director or Physician at any time. You may also request to speak with the owner, Dr. Richard Strand, at any time. Thank you for being a MedPure Member. END of Terms & Conditions.