

MODMED TELEHEALTH™
CONSENT TO USE OF TELEHEALTH SERVICES

BY CLICKING “AGREE,” YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS TELEHEALTH CONSENT. IF YOU DO NOT AGREE TO THIS TELEHEALTH CONSENT, CLICK ON THE “DISAGREE” BUTTON. IF YOU CLICK ON THE “DISAGREE” BUTTON, YOU WILL NOT BE ABLE TO USE THE APPLICATION OR SERVICES. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO CLICKS ON THE “AGREE” BUTTON ON YOUR BEHALF.

**IF YOU HAVE A MEDICAL EMERGENCY,
IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911.**

This Consent to Use of Telehealth Services (“**Telehealth Consent**”) is incorporated into the ModMed Telehealth Terms of Use (the “**Terms of Use**”). In this Telehealth Consent, the terms “you” and “yours” refer to the person using the Service, or in the case of a use of the Service by or on behalf of a minor, “you” and “yours” refer to and include (i) the parent or legal guardian who provides consent to the use of the Service by such minor or uses the Service on behalf of such minor, and (ii) the minor for whom consent is being provided or on whose behalf the Service is being utilized. Capitalized terms used in this Telehealth Consent that have been previously defined in our Terms of Use will have the same meanings as provided in our Terms of Use.

When using the Service, you will be consulting with your Provider(s) solely via the use of “telehealth”. Telehealth involves the delivery of healthcare services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education, and may include, but is not limited to, one or more of the following:

- Electronic transmission of medical records, photo images, personal health information or other data between a patient and a healthcare provider
- Interactions between a patient and healthcare provider via audio, video and/or data communications
- Use of output data from medical devices, sound and video files

The medical care and treatment provided to you by your Provider(s) through the Service will be provided via telehealth.

The electronic systems used in the Service will incorporate network and software security protocols to protect the privacy and security of your information, and will include measures to safeguard data to ensure its integrity against intentional or unintentional corruption.

Anticipated Benefits:

The use of telehealth by your Provider(s) through the Service may have the following possible benefits:

- Making it easier and more efficient for you to access medical care and treatment for the conditions treated by such Provider(s) utilizing the Service
- Allowing you to obtain medical care and treatment by Provider(s) at times that are convenient for you
- Enabling you to interact with Provider(s) without the necessity of an in-office appointment.

Possible Risks:

While the use of telehealth can provide potential benefits for you, there are also potential risks associated with the use of telehealth. These risks include, but may not be limited to the following:

- The information transmitted to your Provider(s) may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical decision making by the Provider(s)
- The inability of your Provider(s) to conduct certain tests or assess vital signs in-person may in some cases prevent the Provider(s) from providing a diagnosis or treatment or from identifying the need for emergency medical care or treatment for you
- Your Provider(s) may not be able to provide medical treatment for your particular condition and you may be required to seek alternative healthcare or emergency care services
- Delays in medical evaluation/treatment could occur due to unavailability of your Provider(s) or deficiencies or failures of the technology or electronic equipment used
- The electronic systems or other security protocols or safeguards used in the Service could fail, causing a breach of privacy of your medical or other information
- Given regulatory requirements in certain jurisdictions, your Provider(s) diagnosis and/or treatment options, especially pertaining to certain prescriptions, may be limited
- A lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors

By clicking “AGREE” you understand, agree and provide your consent, on behalf of yourself and the minor child using the Service or on whose behalf the Service is being utilized, with respect to the following:

1. MMI is not a healthcare provider, and your Provider(s) will be solely responsible for any medical care and treatment provided or failed to be provided via the Service.
2. All medical care and treatment you receive from your Provider(s) using the Service will be provided using telehealth.
3. The delivery of healthcare services via telehealth is an evolving field and the use of telehealth in your medical care and treatment from Provider(s) may include uses of technology different from those described in this Telehealth Consent or not specifically described in this Telehealth Consent.
4. No potential benefits from the use of telehealth or specific results can be guaranteed. Your condition may not be cured or improved, and in some cases, may get worse.
5. There are limitations in the provision of medical care and treatment via telehealth and the Service and you may not be able to receive diagnosis and/or treatment through the Service for every condition for which you seek diagnosis and/or treatment.
6. There are potential risks to the use of telehealth, including but not limited to the risks described in this Telehealth Consent.
7. Your Provider(s) have discussed the use of telehealth and the Service with you, including the benefits and risks of such use, and you have provided oral consent to your Provider(s) for the use of telehealth and the Service.
8. You have the right to withdraw your consent to the use of telehealth in the course of your care at any time, which you may exercise by providing written notice to legal@modmed.com. The withdrawal of such consent will prevent you from using the Service, but you may continue to seek medical care and treatment from your Provider(s) outside of the Service and your withdrawal will not impair your rights to receive such medical care and treatment outside of the Service. Any withdrawal of your consent will be effective upon receipt of the written notice described above, except that such withdrawal will not have any effect on any action taken by MMI or your Provider(s) in reliance on this Telehealth Consent before it received your written notice of withdrawal.
9. Nothing in this Telehealth Consent modifies any rights you may have to review or receive a copy of your medical records from your Provider(s), including any information included in such medical records that has been transmitted to your Provider(s) through the Service.
10. You have read the Notice of Privacy Practices provided to you outside of the Service by your Provider(s) and you understand that your medical information is subject to all applicable laws

- regarding the confidentiality of such medical information. You have the right to access and amend your medical information as and to the extent permitted under applicable federal and state laws.
11. You understand that the use of telehealth involves electronic communication of your personal medical information to Provider(s) who may be located in other areas, including outside of the state in which you reside.
 12. You understand that it is your duty to provide MMI and your Provider(s) truthful, accurate and complete information, including all relevant information regarding care that you may have received or may be receiving from other healthcare providers outside of the Service.
 13. You understand that each of your Provider(s) may determine in his or sole discretion that your condition is not suitable for diagnosis and/or treatment using the Service, and that you may need to seek medical care and treatment from your Provider(s), or a specialist or other healthcare provider, outside of the Service.
 14. You acknowledge that some photographic or other images you submit to the Service and that will be shared with Provider(s) may include portions of all of your breast or genitalia, and you hereby agree to the receipt of such images by your Provider(s) solely for the purposes of such Provider(s) providing you medical care and treatment via the Service.
 15. You understand that you are fully responsible for payment for all services provided by Provider(s) or through use of the Service and that you cannot use third-party insurance.
 16. You represent that (a) you have read this Telehealth Consent carefully, (b) you understand the risks and benefits of the Service and the use of telehealth in the medical care and treatment provided to you by Provider(s) using the Service, and (c) you have the legal capacity and authority to provide this consent for yourself and/or the minor for which you are consenting under applicable federal and state laws, including laws relating to the age of majority and/or parental/guardian consent.
 17. You give your informed consent to the use of telehealth by Provider(s) using the Service under the terms described in the Terms of Use and this Telehealth Consent.