

# Terms of Service

These terms and conditions of use (“Terms of Service”) govern the below signer’s (“you”, “your”) use of the websites and mobile applications (“Digital Health Service”) owned and controlled by PsychPlus, LLC (“PsychPlus”), including the psychplus.com website and the healthcare services available to users through the Digital Health Services (“Services”). PsychPlus’ Digital Health Services constitute a telehealth storefront offering healthcare related services of third-party healthcare providers. These Terms of Service are in addition to, and not in lieu of, any additional documentation you may be required to agree to as part of your use of the Digital Health Services.

Compliance with these Terms of Service are a condition to your use of the Digital Health Services. Prior to using the Digital Health Services, please read these Terms of Service. By accessing or using any of the Digital Health Services, you agree to be bound by the Terms of Service. If you do not agree to be bound by the Terms of Service, promptly exit this website or application. If you are accepting these Terms for another person (“Family Member”) as a parent, guardian, conservator, or custodian, you agree to the terms, conditions, and notices contained on behalf of such Family Member.

Please also consult our Privacy Policy for a description of our privacy practices and policies, including how we collect and handle your personal health information and financial information.

## Healthcare Services

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD CALL YOUR DOCTOR, QUALIFIED HEALTHCARE PROVIDER, OR “911” IMMEDIATELY.**

PsychPlus does not practice medicine, nursing, or any other form of healthcare itself and does not interfere with or otherwise influence any healthcare professionals’ exercise of their professional judgment in providing healthcare services. Each healthcare provider is independent of PsychPlus and responsible for exercising their own professional judgment and complying with all requirements applicable to their profession and license. The medical and nursing providers use the PsychPlus Digital Health Services as a means to communicate with you. Any information or advice received from a provider comes from them alone, and not from PsychPlus. Neither PsychPlus, nor any of its subsidiaries or affiliates or any third party who may promote the Digital Health Services or provide a link to the Digital Health Services, shall be liable for any professional advice obtained from a healthcare provider through the Digital Health Services or for any other information obtained. PsychPlus does not endorse any specific tests, physicians, health professionals, medications, products, procedures, or anything else that may be recommended by providers that may use PsychPlus’ Digital Health Services to communicate with you. You acknowledge that your reliance on any healthcare providers or information provided by the providers through the Digital Health Services is solely at your own risk and you assume full responsibility for all risk associated therewith.

PsychPlus makes no representations or warranties about the training or skill of any healthcare providers who provide services through the Digital Health Services. You are solely responsible for choosing your particular healthcare provider.

Any healthcare related information provided by PsychPlus is provided only for general reference purposes only and is not intended to be advice for your specific condition and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind. Information provided by PsychPlus does not create a physician–patient relationship. PsychPlus tries to assure that the information provided is accurate, however there can be no guarantee of accuracy or correctness. Reliance on information provided by PsychPlus is solely at your own risk. Information provided by PsychPlus may be changed or updated without notice. Do not ignore or delay obtaining professional medical advice because of information accessed through the Digital Health Services.

ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR TREATMENT AND BEFORE UNDERTAKING A NEW HEALTHCARE REGIMEN. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ THROUGH THE DIGITAL HEALTH SERVICES. Information provided by PsychPlus is not a substitute for professional medical advice or treatment. PsychPlus only facilitates your selection of, and communications with, physicians and other health professionals. PsychPlus does not provide medical services and the physician-patient relationship is solely between you and your healthcare provider.

## **License to Use Digital Health Services and Content**

PsychPlus grants you a non-assignable, non-sublicensable, non-transferable, terminable, limited license to access and make personal and non-commercial use of the Digital Health Services subject to the terms and conditions of the Terms of Service and payment of applicable fees. You may view, copy, print, and use content contained solely for your own personal non-commercial use. This license does not include any resale or commercial use of the Digital Health Services, including co-branding, framing, linking, or reselling any portion of the Digital Health Services. Nothing herein is intended to, or may be construed as, conferring any license or other grant of right to use any patent, copyright, trademark, service mark or other intellectual property of PsychPlus or any third party, except as expressly provided in this section. All rights not expressly granted herein are reserved and retained by PsychPlus or its licensors, suppliers, publishers, rights holders, or other content providers, as applicable.

Except as set forth above, you may not use, copy, modify, distribute, translate, reproduce, republish, disassemble, reverse engineer, decompile, mirror, frame, hyperlink, or otherwise transmit any of the content or materials or other content of the Digital Health Services or rent or sell use of or access to the Digital Health Services or any of the Digital Health Services content or materials. You may not permit third parties to access the Digital Health Services or use any Digital Health Services content and may not make any other use of the Digital Health Services or any Digital Health Services content except as set forth in the Terms of Service. You may not use any data mining tool, scraper, crawler, spider, robot, or other similar data gathering and extraction tool of any kind to access or copy data, deep-link to any feature or content, bypass any security mechanisms, or other measures we may use to prevent or restrict access to the Digital Health Services.

You agree to use the Digital Health Services for lawful purposes only. You may not post or transmit through the Portal any material (i) that violates or infringes in any way upon the rights of others, (ii) that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, (iii) that is false, misleading, or inaccurate; or (iv) that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

## **Communications**

By using the Digital Health Services, you agree to receive communications (including e-mails, text messages, mobile notifications, or notices and messages on the Digital Health Services platforms) by or on behalf of PsychPlus to any email address, mail address, phone number (including automated telephone calls), or mobile device (with manual or automated text messages) directly or indirectly provided to PsychPlus or any of the healthcare providers linked through the Digital Health Services. Communications may include information about your treatment, or benefits, and, in connection with such communications, we may use pre-recorded/artificial voice messages and/or automatic dialing devices. If you allow others to access your mobile phone, mobile service carrier account, or email, those individuals may be able to see information we may provide. You acknowledge that you may be charged for such calls or messages by your wireless carrier.

PsychPlus may record inbound and outbound calls for quality monitoring and training purposes. You consent to the recording of phone calls between you and PsychPlus. You may request the call not be recorded.

All agreements and consents between you and PsychPlus can be signed electronically and you agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

## **Healthcare Provider Terms of Service**

You will be provided with an opportunity to review each healthcare provider's terms of service for medical treatment prior to obtaining services from that healthcare provider. If you do not accept the terms of service, the healthcare provider may not agree to provide healthcare services to you.

The cost for the healthcare services received through the Digital Health Services is determined by the healthcare provider. If you consent to receive a healthcare service through the Digital Health Services, you are agreeing to pay all applicable charges for the applicable services.

A healthcare provider may change or cease providing healthcare services through the Digital Health Services at any time or PsychPlus may cease hosting a healthcare service at any time for any reason. PsychPlus shall have no obligation to provide notice to you of such discontinuance.

PsychPlus disclaims any liability for any healthcare services provided by any healthcare provider through the Digital Health Services.

## **Privacy**

If you have any questions regarding privacy, please read our privacy policy available at [privacy@psychplus.com](mailto:privacy@psychplus.com). Healthcare providers providing services through the Digital Health Services notices of privacy practices will provide more information on how you may receive communications from the healthcare providers.

## **Right to Terminate Services**

PsychPlus reserves the right to terminate this Agreement without notice if you fail to comply with any of its terms. In addition, PsychPlus may terminate your access to and use of the Digital Health Services without notice, for any reason, at any time. Notwithstanding any such termination, you may still access your protected health information in accordance with applicable law and any applicable healthcare provider's notice of privacy practices.

## **Copyright and Information Ownership**

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PsychPlus respects others' intellectual property rights. If you believe there has been copyright infringement on our part or believe any information provided on our site is copied from your material, please contact PsychPlus and provide any relevant documents or information to prove the same.

## **Obligations**

### **Use of Services**

Our services cannot be used for any unlawful purpose. Any such use will be in violation of these Terms of Service. You must abide by all applicable federal, state, and local laws and regulations. Digital Health Services are currently available only in certain states. You agree to accurately state your location when receiving Digital Health Services and to refrain from using any methodology to obscure or disguise your actual location when using Digital Health Services. These terms and conditions prohibit any commercial use of any information or material available on the PsychPlus site. You cannot sell or modify any information you see on the PsychPlus site. Similarly, you may not reproduce, display, distribute, or use any material for any commercial purpose without notifying and seeking permission from PsychPlus in writing.

## **Account and Account Security**

The information you provide to establish an account and register for Digital Health Services will only include full, current, complete, and accurate information. Where access to the Digital Health Services is restricted through the use of a user ID and password, you agree to use only your PsychPlus user ID and password. You are responsible for maintaining the confidentiality and security of your user ID and password and agree not to share or otherwise disclose your user ID or password to anyone else or otherwise allow anyone to use your user ID and password. You are responsible for all activity occurring under your user ID. You agree to (a) immediately notify PsychPlus of any unauthorized use of your user ID or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. PsychPlus shall not be liable for any loss or damage arising from your failure to comply with these requirements.

## **Network Security Violations**

You may not violate or attempt to violate the security of the Digital Health Services, including, without limitation, (a) accessing data not intended for you or logging into an account which you are not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures; or (c) accessing or using the Digital Health Services in violation of these Terms of Service or in violation of applicable law. If you are under 18, you may use the Digital Health Services only with involvement of a parent or guardian, or as otherwise expressly permitted by applicable law.

## **Disclaimers and Warranties**

All services and materials given on the site and through PsychPlus's Service don't have any warranty of any kind. The content published on the site may sometimes include typographical errors or inaccuracies. PsychPlus reserves the right to periodically make changes to the information given on the site.

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PSYCHPLUS DOES NOT REPRESENT OR GUARANTEE THAT THE APP OR PSYCHPLUS SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE PSYCHPLUS FROM ANY LIABILITY RELATING THERETO.

EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL PSYCHPLUS' AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATING TO THE TERMS OF SERVICE OR YOUR USE OF THE DIGITAL HEALTH SERVICES EXCEED ONE THOUSAND DOLLARS (\$1000) USD. PSYCHPLUS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE DIGITAL HEALTH SERVICES, OR YOUR INABILITY TO USE THE DIGITAL HEALTH SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE TERMS OF SERVICE AND THE DIGITAL HEALTH SERVICES WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

The Digital Health Services may contain links to other websites that PsychPlus does not own or operate. When linking to those third-party websites, you are subject to the terms posted by those third party websites, including any privacy policy. PsychPlus is not responsible for, nor does PsychPlus control, the content, products, or services provided by any linked third-party websites. PsychPlus does not endorse or guarantee the products, information, services, or recommendations provided by linked websites and is not liable for any failure of products or services advertised on those websites. In addition, each third-party website may provide less security than PsychPlus and may have a substantively different privacy policy. You should review the security and privacy policies of such third-party websites. Your access, use, and reliance upon such content, products, or services are at your own risk.

## **Indemnity**

You shall defend, indemnify, and hold PsychPlus harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by PsychPlus resulting from your breach of any of these Terms of Service or any violation of applicable law, your use or misuse of the Digital Health Services, or resulting from any access by anyone accessing the Digital Health Services with your user ID and password.

## **Modification**

PsychPlus reserves the right to make improvements or changes to its Digital Health Services or to cease providing Digital Health Services at any time. In addition, PsychPlus also has the right to modify these terms and conditions at any point of time without any prior notice. Any such modifications will come into effect immediately after posting and your continued use of the Digital Health Services following the posting of such changes to this Terms of Service Agreement constitutes your agreement to the revised terms and conditions. As such, PsychPlus recommends patients review these terms and conditions on a regular basis. If any of the terms set forth herein are deemed to be invalid, void, or for any reason unenforceable, then any such term shall be deemed severable and will not affect the validity and enforceability of any remaining terms of the Terms of Service.

## **Disclaimer Of Liability For Healthcare Provider Services**

HEALTHCARE SERVICE PROVIDERS PROVIDING SERVICES THROUGH THE DIGITAL HEALTH SERVICES ARE THIRD-PARTY PROVIDERS OF HEALTHCARE SERVICES. PSYCHPLUS SHALL HAVE

NO LIABILITY, CONTROL OVER OR RESPONSIBILITY FOR THE HEALTHCARE SERVICES PROVIDED BY SUCH INDEPENDENT HEALTHCARE PROVIDERS.

## **Applicable Law**

This Agreement is governed by the laws of the State of Texas without reference to its conflict of law rules. Each party agrees to exclusive personal jurisdiction and venue in the federal and state courts in Harris County, Texas, for any dispute arising under this Agreement.

## **Force Majeure**

PsychPlus shall not be deemed to be in breach or default of the Terms of Service if there is any total or partial failure in the performance by it of its duties and obligations hereunder occasioned by any acts of God, fire, act of government or state, public health emergency, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining materials, energy or other supplies, priorities, strike, labor disputes of whatever nature beyond such Party's reasonable control ("Force Majeure"). PsychPlus shall be excused from the performance of its duties hereunder and shall not be in breach of the Terms of Service for a period equal to any such prevention, delay, or stoppage.

## **Assignment**

The terms and conditions set forth in the Terms of Service are personal to you, and are not assignable, transferable, or sublicensable by you except with PsychPlus' prior written consent. PsychPlus may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

## **Non-Discrimination**

Digital Health Services will be provided without regard to your race, national origin, sex, veteran status, age, disability, diagnosis, religious affiliation, or any other protected class.

## **Our Contact Information**

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