

Consent to Telehealth

Effective Date: January 1, 2024

PLEASE READ THIS CONSENT TO TELEHEALTH DOCUMENT CAREFULLY FROM BEGINNING TO END BECAUSE IT SETS FORTH IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT RECEIVING TELEHEALTH AND THE SERVICES (DEFINED BELOW).

BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS CONSENT TO TELEHEALTH DOCUMENT IN THEIR ENTIRETY. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THIS DOCUMENT, YOU MAY NOT USE THE SERVICES.

THIS DOCUMENT IS SUBJECT TO CHANGE AS PROVIDED HEREIN.

Introduction

Undefined Health, LLC and its affiliates (including, without limitation, Undefined Pharmacy, LLC) (collectively, “Undefined,” “We,” “Our,” or “Us”) provide certain websites and applications through which You (defined below) can obtain an online visit with an independent, licensed health care professional (a “Provider”) and mail order pharmacy services for any medications prescribed to You by a Provider (collectively with the online visit with a Provider, the “Services”). The Services constitute a form of telehealth, which involves the delivery of health care services using electronic communications between a health care 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. Telehealth may include, but is not limited to:

- Electronic transmission of medical records, photo images, personal health information, and/or other data between a patient and a Provider;
- Interactions between a patient and a Provider via audio, video, and/or asynchronous data communications, such as secure messaging and email; and
- Use of data from remote monitoring devices, medical devices, and sound or video files.

The websites, applications, and information systems used in the Services may incorporate network and software security protocols to protect the privacy, security, and integrity of Your health information.

You acknowledge that Your use of the Services does not replace Your relationship with any physician or healthcare provider and that Our Services may not be appropriate for everyone and/or all medical conditions. Undefined does not offer treatment for medical emergencies or mental health crises. **IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY OR MENTAL HEALTH CRISIS, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT ACCESS THE SERVICES FOR EMERGENCY OR CRISIS CARE.**

All capitalized terms used in this Consent to Telehealth but not defined herein have the meanings assigned to them in the Terms of Use. This Consent to Telehealth is incorporated into the Terms of Use by reference.

Telehealth – Benefits and Limitations

Telehealth has possible benefits and possible limitations. Possible benefits include:

- Easier, more efficient, and less expensive access to medical care;
- Medical care and treatment at times that are convenient for You;
- Interaction with health care providers without the need for an in-office appointment; and
- Providers are specifically trained for the conditions being treated.

Possible limitations of telehealth include:

- Information transmitted to Your Provider may not be sufficient to allow for appropriate medical decision making;
- Your Provider may not be able to provide medical treatment for Your condition via telehealth;
- The inability of Your Provider to conduct certain tests or assess vital signs in person may in some cases prevent the Provider from diagnosing or treating You or identifying that You need urgent medical care;
- Your medical care could be delayed due to technological failures that interrupt the Services;
- Data security protocols or safeguards could fail and cause a breach of Your identified health information; and
- Due to the nature of the Services and regulatory requirements in certain jurisdictions, Your treatment options, especially pertaining to certain prescriptions, may be limited.

Telehealth Consent

BY ACCEPTING THIS CONSENT TO TELEHEALTH, YOU ACKNOWLEDGE YOUR UNDERSTANDING AND AGREEMENT TO THE FOLLOWING:

- I have read this Consent to Telehealth carefully, and I understand the risks and benefits of the use of telehealth in my medical care and treatment.
- I give my informed consent to receive medical care and treatment by telehealth from Providers that I interact with through the Services.
- I understand that the delivery of health care services via telehealth is an evolving field and that the use of telehealth in my medical care and treatment may include uses of technology not specifically described in this consent.
- I understand that while the use of telehealth may provide potential benefits to me, as with any medical care service, no such benefits or specific results can be guaranteed. My condition may not be cured or improved, and in some cases, may get worse.
- I understand that I have a duty to answer questions about my health and medical history honestly and accurately, and to keep all of my health care providers, including my Provider, up-to-date on any changes in my health, symptoms, treatments, or medications.

- I understand that withholding or providing inaccurate information about my health and medical history in order to obtain treatment may result in harm to me, including, in some cases, death.
- I understand that my Provider may determine in his or her sole discretion that my condition is not suitable for treatment using telehealth, and that I may need to seek medical care and treatment in-person or from an alternative source.
- I understand that the Services enable coordination and communication with a Provider and do not replace my relationship with any existing health care provider.
- I understand that I cannot obtain emergency care through the Services, and I should call 9-1-1 and seek immediate medical treatment if I am experiencing a medical emergency.
- I understand that my information, including my identified health information, will be collected, used, shared, and protected as described in the Privacy Policy, which is incorporated by reference.
- I understand that I have access to all of my health and wellness information pertaining to my telehealth consultation with my Provider in accordance with applicable laws and regulations.
- I understand that Undefined and my Provider will share my telehealth record with my other health care providers only with my consent and at my request. I understand that I can have my telehealth record sent to my other health care providers by emailing Undefined at info@undefinedhealth.com and providing my consent along with my health care provider's name, address, and phone number.
- I understand that a technical failure affecting the Services may result in the loss of my information and/or interrupt my online visit. In addition to any disclaimers that I agreed to by accepting the Terms of Use, I agree to hold Undefined harmless for any loss of information or delay in care resulting from a technical failure.
- I understand that I can withhold or withdraw this consent at any time by emailing Undefined at info@undefinedhealth.com with such instruction; otherwise, this consent will be considered renewed upon each new telehealth consultation with a Provider.
- I agree and authorize Undefined and my Providers to collect, use, and share my information, including my identified health information and other information regarding the telehealth exam, as described in Undefined's Privacy Policy and for any other purposes permitted by law, including for treatment, payment, and health care operations purposes.

Changes to the Consent to Telehealth

Undefined reserves the right to review, remove, replace, supplement, change, and/or otherwise alter any part of this Consent to Telehealth in its sole discretion at any time and for any or no reason as part of Our mission to continually improve, refine, and expand the Services. Any changes to this Consent to Telehealth is effective upon posting, unless applicable law requires Us to provide additional notice or take other actions before such changes can become effective. You should check this Consent to Telehealth each time You use the Services to determine if any changes have been made. If You disagree with this Consent to Telehealth, Your sole and exclusive remedy is to discontinue Your use of the Services. Your continued use after a change has been posted constitutes Your acceptance of the changes.

We do not guarantee that any or all parts of the Services will be accessible to You, and We are not liable for any inaccessibility.

Contact Us

If You have any questions about this Consent to Telehealth, please contact Us at:

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