

## KONNECTMD TERMS OF SERVICE

**SERVICE.** The KonnectMD Service. (Includes the paid user, his/her spouse and legal dependent, the following:

1. KonnectMD provides access to licensed physicians, providing Cross-Coverage Consultations. The physicians are recruited and credentialed by the Provider to provide patient and physician interaction, whereby the physician diagnoses the patient's ailment, makes recommendations, and, if necessary and appropriate, writes a Non-DEA controlled prescription; and operates within the state regulations. Each physician shall be licensed to practice medicine, technologically proficient, and covered by medical malpractice insurance.

2. Solely concerning Telephone and Video Consultations, the Program includes the following services:

- A. Unlimited access to Telephone and Video Consultations and health information services provided by a physician licensed in the state where the member is located. This access shall be available 24 hours daily, 365 days per year.
- B. Once a member has scheduled a Telephone Consultation, a licensed physician in the respective state will contact the member within two hours.
- C. If a Member requests a Video Consultation, it will be scheduled, and an appointment reminder notification will be sent before initiating it. To begin the Video Consultation, the Member will access the consultation within the KonnectMD member health portal using their secure member log-in.

The licensed physician shall:

- a. Conduct a medical consult to evaluate the Member's medical needs; and
- b. Based upon the medical consult, respond to the call as follows:
  - i. Determine that the call is a life-threatening emergency and direct the Member to the nearest emergency facility;
  - ii. Determine that the call is urgent but not a life-threatening emergency, and advise the Member on how to treat the condition, prescribe medication as necessary that is electronically sent to the pharmacy of member's choice, and determine whether the Member should contact or page their primary care physician; or
  - iii. Determine that the call is not urgent and not a life-threatening emergency, advise the Member on how to treat the condition and prescribe medication as necessary that is electronically sent to the pharmacy of member's choice, and notify the Member to follow up with their primary care physician or a specialist focused on the specific medical problem.

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3. The Parties understand that the licensed physicians will not prescribe DEA-controlled substances, narcotics, psychotropic medications, or lifestyle drugs.
4. Members will be required to complete the necessary steps to create a doctor/patient relationship to receive medical consultations via Telephone or Video. Those steps include the following:
  - a. Completing a Medical History Disclosure within the member's Health Portal or by telephone with a designated Care Coordinator.
  - b. Agree to the Informed Patient Consent and Release Form confirming an understanding that The Provider is not obligated to accept the Member as a patient, and the Member's participation in the Program may be canceled at any time without recourse by the Member; and
  - c. The Member also understands and acknowledges that the Program provides Cross-Coverage Consultations when the Member's primary care physician is unavailable.

**MONTHLY SUBSCRIPTION FEE & TERM.** The Monthly Fee shall be payable by the Subscriber to KonnectMD by ACH automatic debit or credit card. The duration of this Agreement shall be Month to Month. Starting the Effective Date or the requested initial billing date (the "Initial Term") shall automatically renew for successive monthly terms unless the subscriber requests termination. The subscriber can request termination without penalty.

**GENERAL PROVISIONS.** Any waiver by KonnectMD of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All releases by KonnectMD shall be in writing. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement. This Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein. Such provision or portion improved to be valid, legal, and enforceable to the maximum extent possible. KonnectMD shall have the right to assign its rights and obligations under this Agreement to a party that assumes its obligations hereunder.

Subscriber shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of KonnectMD. This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. This Agreement shall be construed by and governed for all purposes by the laws of Oklahoma, except for any conflict of law rule that would cause the law of another jurisdiction to apply. Each party at this moment submits to the jurisdiction of the State of Oklahoma and agrees that venue is proper in any state or federal court in Oklahoma County, Oklahoma. Suppose any dispute between the parties results in litigation or any other dispute resolution process to enforce this Agreement. In that case, the prevailing party in the litigation or different dispute resolution process shall be entitled, in addition to all other remedies provided under this Agreement or by law, to recover from the non-prevailing party any costs and expenses, including without limitation, reasonable attorney's fees, related to, associated with or arising from the litigation or other dispute resolution process.