

KonnectMD Membership Agreement

Terms and Conditions

Verification: By acknowledging my consent to this “KonnectMD Membership Contract” (the “Agreement”), I understand and acknowledge that this Agreement represents the entire terms and conditions of my membership with KonnectMD, including my obligations and the obligations of KonnectTrust, LLC. I understand that I may cancel my membership at any time, subject to the terms and conditions in the Agreement. This Agreement, which incorporates the Privacy Policy, Return Policy and the Policies and Procedures, represents the entire agreement between myself and KonnectTrust, LLC, and neither myself nor KonnectMD are relying upon, nor will either party be bound by, any term, condition or obligation that is not specifically set forth in the Agreement.

- **Definitions**
 - **“Agreement” means the KonnectMD Membership Contract and KonnectMD Membership Registration, which is incorporated herein.**
 - **“Company” means Konnect Trust DBA KonnectMD, LLC, an Oklahoma limited liability company.**
 - **“Healthcare Service Provider” means an entity contracted with by the Company to provide telehealth healthcare services to Company’s Members. Company is not a Healthcare Service Provider.**

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- **“Member” means the Registrant on the KonnectMD Membership Registration Form once the Registrant receives electronic confirmation from the Company of Company’s consent to and acceptance of Applicant’s Registration Form.**
- **“Member Contact” means a service interaction between a Member and Healthcare Service Provider through which a Member initiates and seeks Services permitted and authorized under the terms of this Agreement.**
- **“Membership Fee” means the monthly payment obligation of Member to Company identified in the Registration Form entitling Member to have access to Services.**
- **“Registrant” means the primary registrant on the KonnectMD Membership Registration Form.**
- **“Registration Form” means the completed KonnectMD Membership Registration Form submitted by through the website by the Registrant, which terms are**

incorporated herein.

- **“Services” means the telehealth healthcare services identified on Exhibit A hereto.**
- **Not Health Insurance. Member understands and acknowledges that access to Services and/or any other benefits of membership with the Company and/or its affiliates or contracted Healthcare Service Providers is not health insurance, and**

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should in no way ever be construed, understood or represented as such by any

Member.

- **Access to Services. Company facilitates access to Services provided by Healthcare Service Provider(s) to Members through a HIPAA compliant, confidential portal. Neither the Company, nor any of its representatives or employees, have access to protected health information maintained by the Healthcare Service Provider. Healthcare Service Provider(s) with which Company has contracted on an independent contractor basis to provide access to Services to its Members are licensed to provide telehealth medical services in all 50 states. Company takes no**

action to control, direct, influence or supervise any Healthcare Service Provider and or any of its employees or independent contractors in connection with the provision of medical services. The Healthcare Service Provider, by and through licensed healthcare personnel employed or otherwise engaged by the Healthcare Service Provider, is solely responsible for and has sole and complete authority, supervision, medical management, and control over the provision of clinical, diagnostic and/or any other Services provided to Member.

- **Limitation on Services. Company may, in its sole discretion, place limitations on the number of Member Contacts that a Member is permitted to make under the Agreement in a given month or year.
Term; Termination.**
- **Term of Contract. This Agreement shall remain in effect until terminated pursuant to Section 3.b or Section 3.c.**
- **Termination by Company. Company may terminate this Agreement at any time, and in its sole discretion, with or without cause by providing written notice (“Notice”) to Member at Member’s address on the Application. Such termination may be made effective immediately. In the case of termination for cause, cause for termination may include, but is not limited to: a Member failing to timely pay a monthly Membership Fee; a Member failing to abide by the terms of this Agreement; Company exercising its right to place limitations on the number of Member Contacts as set forth in 2.d.; real or**

perceived fraud on the part of Member; real or perceived unauthorized use of Services by the Member; Healthcare Service Provider's inability for any reason to provide Services, or; for any other as deemed necessary by Company.

- **Termination by Member. Member may terminate this Agreement, with or without cause, by (1) providing written notice ("Notice") to Company. Any unused portion of the Membership Fee is subject to the Company's "Refund Policy."**
4. Refund Policy. Any and all fees, including but not limited to the Membership Fee and/or any fees paid by a Member or Rep, are generally non-refundable. However, in Company's sole discretion, Company reserves the right to waive and/or refund any fee on a case-by-case basis.

Payment for Services Rendered. Upon acceptance and approval by the Company of the Member's Registration, Member shall pay a Membership Fee on a monthly basis to Company unless this Agreement is otherwise terminated by either party. The Membership Fee shall be paid on or before the day of the month that is specified in the Member's Registration. Payment may be made by credit card or debit card. Non-payment of the monthly Membership Fee

(including but not limited to insufficient funds in Member's bank account or a declined transaction by a credit or debit card company) shall constitute cause for immediate termination or denial of Services, in Company's sole discretion.

6. Compliance with HIPAA and State Laws. Healthcare Services Provider(s) are bound by have agreed to comply with all applicable federal and state laws and regulations relating to the maintenance, uses and disclosures of protected health information, including without limitation the Health Insurance Portability and Accountability Act of

1996 as codified at 42 U.S.C § 1320d through d-8 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), as incorporated in the American Recovery and Reinvestment Act of 2009 and any current and future regulations promulgated thereunder, including the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

8. Non-waiver. The failure of KonnectMD to insist upon strict compliance with any of the terms and/or provisions herein shall not be deemed to be a waiver, continuous or otherwise, in the event of any past, present or future breach of the Agreement.

9. Entire Agreement; Amendments. This Agreement, and other documents incorporated herein, constitutes the entire agreement between the Member and Company and no amendment may be made, either written or oral, without the written approval of an authorized Company officer. However, this Agreement may be amended from time to time by Company and in Company’s sole discretion by publication in a means reasonably available to the Member or Members generally, including but not limited to publication in periodic communications to Members or on Company’s website. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect.

10. Titles and Subheading. Titles and subheadings used in this Agreement are provided

solely for convenience and shall not be used to interpret any provision of this Agreement.

11. Choice of Law; Forum Selection. In the event of a dispute, Member and Company agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, including its conflict of law principles. The parties irrevocably submit, including upon or after termination of this Agreement, to the exclusive jurisdiction of the state or federal courts located within the State of Oklahoma, and further agree that venue shall lay exclusively in either the District Court for Oklahoma County, State of Oklahoma, or the U.S. District Court for the Western District of Oklahoma.

12. Force Majeure. The performance of Company's obligations under this Agreement is subject to acts of God, war, government regulation, pandemic or other health emergency, disaster, strikes, civil disorder, or other emergencies which may render it illegal or impossible to provide the Services required under this Agreement. In such event, Company shall not be held in breach of this Agreement for any action or inaction that may otherwise constitute a breach of the Agreement.

Exhibit A

Healthcare Service Provider(s) agrees to provide the following Services to Company's Members: Confidential, web-based video consultations or telephonic consultations with a licensed medical provider available 24 hours per day, 365 days a year. For each such consultation, the Healthcare

Service Provider shall:

1. Conduct a medical consult via telecommunication to assess the Member's medical

condition and/or complaint, and;

2. Based upon that medical consult:

(i) To the best of its ability, and subject to any limitations of the provision of telehealth medical services, determine that the Member's

condition does or may constitute a life- threatening emergency, and direct the Member to the nearest emergent care facility;

(ii) To the best of its ability, and subject to any limitations of the provision of telehealth medical services, determine that the Member's condition does not constitute a life- threatening emergency, and advise the Member as to a course of treatment for the condition including, if deemed medically necessary, the prescription of non-Drug Enforcement Agency's controlled substance or narcotic medication as necessary, subject to any restriction imposed by local, state, or federal law or regulation, and provide direction for further follow-up with Member's other medical provider(s).