

Welcome to Modern Psychiatry Center, PLLC (collectively “we,” “us,” “our,” or “MPC”) website, located at www.modernpsychcenter.com (the “Site”). Please read these Terms of Use (the “Terms”) carefully, as they govern your use of our Site and our Services.

MPC’S SERVICES ARE NOT APPROPRIATE FOR EMERGENCY MEDICAL CONCERNS.

1. **Description of Services.** The Site provides patients, 18 years and older, treatment options through MPC, if desired (the “Services”). The Services may include such features as:
 - a. Reviewing information on the Site about depression and anxiety, treatments for these and other behavioral health conditions, and how to access these treatments.
 - b. Connecting with a licensed Healthcare Provider who is affiliated with or employed by MPC (“Healthcare Providers”) for treatment.
 - c. Receiving mental health services, including psychiatric care on a recurring basis.
 - d. Monitoring your care and progress through other tools and resources.
2. **Nature of Services.** The specific features of the Services offered by MPC may change from time to time, and MPC, at its sole discretion, may choose to discontinue some or all of the Services. If Service changes are made, MPC will make all reasonable efforts to ensure you receive notice of these changes in a timely fashion.
3. **Healthcare Treatment.** Services offered by Healthcare Providers, including mental health diagnoses, medical advice, and therapy and psychiatry (including the prescription of medication) for treating depression, anxiety, and/or other behavioral health issues is available in Texas only.

To receive such Services, you must agree to

all MPC policies and procedures, which shall consist of: (1) your voluntary authorization to the rendering of treatment by Healthcare Providers as deemed necessary in their professional judgment; (2) your acknowledgement that no guarantees have been made as to the effect of such treatment; (3) your understanding that you have the right to refuse any treatment and discuss any treatments

with healthcare providers; and (4) your understanding that you are responsible for the payment of these Services as provided to you.

You understand that MPC provides a platform and mechanism for you to connect with Healthcare Providers, and that the Services you receive from your Healthcare Provider will ultimately be made at the professional discretion of the provider.

4. **Agreement to Terms.** By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services.
5. **Privacy.** Please refer to our privacy policies located on our website, which details your healthcare privacy rights.
6. **Changes to Terms.** We may update the Terms at any time, at our sole discretion. If we do so, we'll let you know either by posting the updated Terms on the Site, or by reaching out to you directly. It's important that you review the Terms whenever you use the Services, and periodically thereafter to see if they have been updated. If you continue to use the Services after we have posted updated Terms, you're agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then you may not use the Services anymore. Because our Services are evolving over time, we may change, add to or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
7. **Who May Use the Services?**
 - a. **Eligibility.** You may use the Services only if you are 18 years or older and capable of forming a binding contract with MPC and are not barred from using the Services for any other reason.
 - b. **Registration and Your Information.** If you want to use the Services offered by MPC, you'll have to create an account ("Account") via the Site.
 - c. **Accuracy of Account Information.** It's important that you provide us with accurate, complete and up-to-date information while creating your Account, and that you agree to update such information to ensure it remains current. If you don't, we might have to suspend or terminate your Account.

- d. **Account Protection.** You agree that you won't disclose your Account password to anyone, and that you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you're aware of these activities.

8. **Payment.** MPC requires payment of a fee for its Services. IF YOU DECIDE TO USE HEALTH INSURANCE TO PAY FOR YOUR SERVICES AND HAVE QUESTIONS ABOUT YOUR FINANCIAL OBLIGATIONS, YOU SHOULD CONTACT YOUR INSURANCE PROVIDER DIRECTLY.
 - a. **General.** When you use MPC's Services (the "Transaction"), you expressly authorize us (or our third-party payment processor) to charge you for the Transaction. We may ask you to supply additional information relevant to the Services and Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification ("Payment Information"). We may ask you to provide insurance information, including your insurer, ID number, RxBin number, and RxPCN number. By providing us with your Payment Information, you represent and warrant that you have the legal right to use all payment methods represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third-parties with whom we partner so we can complete your Transaction and charge your Payment Information for the type of Transaction you have selected (plus any applicable taxes and other charges). You may be requested either by MPC or your insurance carrier to provide additional information to verify your identity before completing your Transaction.

 - b. **Other Fees.** You agree to pay all other fees and charges including, for example, appointment no-show fees or late rescheduling fees ("Other Fees") associated with your Services and Transaction on a timely basis. By providing us with your Payment Information, you authorize us to bill and charge your Services and Transaction using your Payment Information, and agree to maintain valid Payment Information with MPC.

 - c. **Insurance.** In certain situations, you or a family member's health plan may cover all or a portion of your use of Services. Subject to the terms of any written agreement between MPC and the health plan, you authorize us to bill for Services rendered to you by sharing

necessary information with the health plan to process payments. Additionally, you authorize MPC to charge your Payment Information for any fees that your insurance company does not cover, such as copays, deductibles, and coinsurance costs.

9. **Use of Services.** We invite you to use the Services for personal and non-commercial purposes. When you accept these Terms, we grant you a limited, personal, non-exclusive, non-transferable, fully revocable license to access and use the Services as permitted under these Terms and any other agreements you may have entered into with us. You have no other rights in or to the Services or any materials or content available therein (the “Content”), and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Services or Content in any manner. If you breach any of these Terms, your Services and/or Subscription may be terminated at our sole discretion.
10. **Prohibited Uses.** You agree not to use the Services for commercial or public purposes and/or to:
 - a) violate any local, state, national or international law;
 - b) stalk, harass or harm another individual;
 - c) collect or store personal data about other users or persons;
 - d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
 - e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
 - f) attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means; and/or
 - g) impersonate any person or entity or otherwise misrepresent your affiliation with another person or entity.
11. **Intellectual Property.** You hereby expressly acknowledge that MPC or its licensors own all legal right, title and interest to the Site and Services. MPC reserves all rights not expressly granted in and to the Service. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, publication or other commercial use of any copyrighted material is strictly prohibited without our express written consent or the express written consent of the copyright owner or licensor.
12. **Third-Party Sites.** The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources, or links displayed on such websites. You

acknowledge sole responsibility for and assume all risks arising from your use of any third-party websites or resources.

13. **Warranty Disclaimers.** THE SERVICES AND CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services provided will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.
14. **Clinical Disclaimer.** MPC DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC DRUGS, TESTS, PRODUCTS, PROCEDURES, OPINIONS, “OFF-LABEL” DRUG USES, OR OTHER INFORMATION THAT MAY BE MENTIONED THROUGH SERVICES, and does not represent that Services provided on the Site are always an appropriate substitute for in-person medical services. Furthermore, Services are never appropriate for emergency situations.
15. **Indemnity.** You will indemnify and hold harmless MPC and its officers, directors, employees, clinicians and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with: (i) your access to or use of the Services or Content, or (ii) your violation of these Terms.
16. **Limitation of Liability.** MPC and its officers, employees, directors, clinicians, subsidiaries, affiliates, agents, and licensors are neither responsible nor liable for any indirect, incidental, special, consequential, exemplary, punitive, or other damages whatsoever (including, but not limited to, damages for lost profits, goodwill, use, data, or other intangible losses) arising out of or related to your use of the Site, including any content or information contained therein, or Services related thereto, whether based on contract, tort, warranty, statute, or otherwise. Your sole remedy in the event of any problem with the Site is to stop using the Site and the Services.

To the maximum extent permitted by applicable law, the maximum liability of MPC to you with respect to your use of the Services is the greater of \$100 USD or the amount of fees you have paid

for access to and use of the Site or Services in the five-months period immediately preceding the event, or events, giving rise to your claim.

17. **Applicable Law.** The validity, interpretation, construction, and performance of these Terms and any claim, cause of action or dispute arising out of, or related to, these Terms, and dispute resolution, shall be governed by the laws of the State of Texas without giving effect to the principles of conflict of laws. Except for disputes subject to arbitration as described below, any disputes relating to these Terms or the Services, regardless of jurisdiction, will be heard in the courts located in Harris County, Texas.
18. **Notices.** Any notices or other communications provided by MPC under these Terms, including those regarding modifications to these Terms, will be given via the Site or such other means as MPC deems appropriate, such as by phone, in person or via email.
19. **Electronic Communications.** By using the Services, you consent to receiving electronic communications, including email, from MPC. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of your relationship with MPC. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You will retain the option to discontinue receiving marketing communications from MPC at any time.
20. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect.
21. **Waiver of Rights.** Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to that breach or other similar breaches.
22. **Contact Information.** You may contact us at info@modernpsychcenter.com or by sending a message through your patient portal on the Site.