



Effective Date: June 14, 2021

Updated: June 14, 2021

Medical Services Terms

These Medical Services Terms of Service (“**Medical Services Terms**”) govern your use of the medical services (“**Medical Services**”) provided by Los Angeles Food Allergy Institute, Inc., a California professional corporation d/b/a AllergyDox, also d/b/a HeyAllergy (collectively, “**AllergyDox,**” “**We**” or “**Us**”). Please read these Medical Services Terms carefully before using AllergyDox’s Medical Services. To the extent that You require treatment from AllergyDox or the Los Angeles Food Allergy Institute, these Medical Services Terms apply equally.

By signing below as either the patient, or patient’s legal representative, guardian, conservator, or custodian of a minor child (under 18 years of age) or other person lacking the ability to consent (collectively “You”), You acknowledge to have read, accepted and become legally bound to the terms and conditions set forth below, including in the Telehealth Services Consent contained herein. The terms “You” or “you” shall also mean the patient or recipient of health care services.

Please refer to our Notice of HIPAA Privacy Practices to learn how AllergyDox collects, uses, shares and protects your Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations).

DO NOT USE THE MEDICAL SERVICES, INCLUDING THE TELEHEALTH SERVICES, FOR EMERGENCY OR LIFE-THREATENING MEDICAL MATTERS. FOR ALL LIFE

THREATENING MATTERS, IMMEDIATELY CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM.

1. Updates to the Medical Services Terms.

AllergyDox may, in its sole discretion, without prior notice to You, revise these Medical Services Terms at any time. Should these Medical Services Terms change materially, AllergyDox will update the “Updated” date noted above and post a notice regarding the updated Medical Services Terms. If You do not agree with the proposed changes, You should discontinue your use of the Medical Services before the effective date of the change. If You continue using the Medical Services after the Updated date, you will be bound by the updated Medical Services Terms. Whenever these Medical Services Terms are updated, an updated, “hard” copy will also be made available to all patients at AllergyDox.

2. Your Financial Responsibility; Assignment of Benefits; Insurance.

You agree to pay AllergyDox all applicable charges and payment responsibility at the prices then in effect for the Medical Services provided to You or another person on whose behalf You are accepting these Medical Services Terms (such as your children or other family members) (each a “**Covered Family Member**”). You will be charged for the Medical Services provided to You or Your Covered Family Member by a AllergyDox Clinician. You authorize AllergyDox and its agents to charge Your chosen payment method (Your “**Payment Method**”) for the Medical Services provided to You or Your Covered Family Member. Payment, including without limitation payment of applicable copayment responsibilities, is due at the time of service, and if Your Payment Method is invalid at the time payment is due, You agree to pay all amounts due upon demand on a cash basis. A third-party services provider who manages Your Payment Method may impose terms and conditions on You, with which You agree to comply, and which are independent of these Medical Services Terms.

AllergyDox may accumulate charges that you've incurred for the Medical Services and submit them as one or more aggregate charges during or at the end of each billing cycle. AllergyDox reserves the right to correct any billing errors or mistakes even if payment has already been requested or received. Similarly, if you do not have proof of insurance at the time of treatment, but provide such information at a later time still deemed timely by your insurer, AllergyDox will bill your insurer and reimburse you at the levels dictated by your insurer, if at all.

If You provide information about Your health insurance or health plan, that will be deemed Your authorization for Us to submit claims for covered Medical Services to your health insurer or health plan. You hereby assign or otherwise authorize payment of medical benefits to AllergyDox for the Medical Services provided to You or Your Covered Family Member. You authorize the release of any medical or other information necessary to process any claims for the Medical Services provided. You further understand and accept Your financial responsibility for any portion of the bill not covered by your health insurer or health plan, if any. SUBMISSION OF CHARGES DOES NOT WAIVE OUR RIGHT TO SEEK PAYMENT DIRECTLY FROM YOU.

AllergyDox will work with you to resolve insurance coverage issues that may arise, within reason. Your insurer, if any, may or may not cover AllergyDox's Services. It is Your obligation to ensure You understand Your insurer's policies. Individuals covered by Health Maintenance Organizations, or "HMOs," as well as Medicare or Medi-Cal, may contact AllergyDox at hello@allergydox.com to explore if AllergyDox is right for you.

NOTICE REGARDING MEDICARE AND MEDICAID. AllergyDox bills all patients for non-covered Services, including without limitation patients covered by Medicare and Medi-Cal. AllergyDox is not enrolled in any state Medicaid program except Medi-Cal. As such, if You are enrolled in another state's Medicaid program, the Services will not be covered, and you will be charged on a cash basis. Medicare and Medi-Cal patients may contact AllergyDox at hello@allergydox.com to learn whether AllergyDox is right for you.

3. Permission to Treat.

You give permission to AllergyDox to medically care for Your Covered Family Member or You, including. You may withdraw this consent at any time by no longer seeking Medical Services from AllergyDox.

You understand and agree that as part of providing Medical Services to your Covered Family Member or You, your PHI, including test results, may be released to an online personal health record and via communication with AllergyDox clinicians (each a “**AllergyDox Clinician**”) electronically (in accordance with our Notice of HIPAA Privacy Practices).

4. Service Termination.

You may terminate Your use of the Medical Services at any time by not using the Medical Services anymore. We may terminate Your use of the Medical Services at any time in our reasonable discretion, for causes including but not limited to illegal conduct such as falsifying information to obtain controlled substances, abusive and threatening behavior, and continued refusal to pay for our services. We may terminate Your use of the Medical Services by sending notice to You at the mail or email address you provided to us or by otherwise contacting You. If we terminate Your use of the Medical Services, we will use reasonable effort to notify Your insurer, if any.

5. Consent to Electronic Communications.

You agree that AllergyDox may send the following to You by email or by posting them on our Site: legal disclosures; these Medical Services Terms, including the Telehealth Services Consent; Notice of HIPAA Privacy Practices; future changes to any of the above; and other notices, policies, communications or disclosures and information related to the Medical Services.

By signing these Medical Services Terms, You agree that AllergyDox may contact you via messaging (secure), email, phone, text, chatbot, or mail regarding the Medical Services, including electronic communications from AllergyDox pertaining to your care and your health, which may include PHI. You understand that communication via email, text messages, chatbot,

and other electronic means selected by AllergyDox may not be secure and could be viewed by unintended persons, and you or on behalf of your Family Member agree to exchange of communications, to and from AllergyDox via these electronic means. You agree to update your contact information to ensure accuracy.

If you later decide that You do not want to receive certain future communications electronically, please send an email to hello@allergydox.com, or a letter to AllergyDox 201 S. Buena Vista St., Suite 310, Burbank, CA 91505. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication You receive from AllergyDox. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

AllergyDox will need to send You certain communications electronically regarding the Medical Services. You will not be able to opt out of those communications – e.g., communications regarding updates to these Medical Services Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Medical Services Terms provided to, and accepted by, you.

6. Disclaimers.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, EXCEPT IN CASE OF NEGLIGENCE OR WILLFUL MISCONDUCT, WE AND OUR AFFILIATES, HEYALLERGY, PARTNER PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE’S USE OF OR INABILITY TO USE THE MEDICAL SERVICES.

Any general advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any medical or other advice. To the maximum extent not prohibited by law, We make no representations or warranties and expressly disclaim any and all

liability concerning any treatment, action by, or effect on any person following the general information offered or provided within or through the Medical Services. If you have specific concerns or a situation arises in which you require medical advice, You should consult with an appropriately trained and qualified medical services provider.

The Medical Services are intended for use only within the United States and its territories. We make no representation that the Medical Services are appropriate, or are available for use outside the U.S. Those who choose to access and use our Medical Services from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

7. Limitation of Liability.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE, ALLERGYDOX, LOS ANGELES FOOD ALLERGY INSTITUTE, INC., PARTNER PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE MEDICAL SERVICES OR FROM THE USE OF OR INABILITY TO USE THE MEDICAL SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Telehealth Services Consent.

AllergyDox may directly provide Medical Services to you or your Covered Family Member using virtual technology when the AllergyDox Clinician and patient are not in the same physical location, and/or deliver health care services virtually, including by a medical provider or via digital or automated tools, including without limitation tools for medical or health-related diagnosis or treatment (the “**Telehealth Services**”). Telehealth may be used for diagnosis, treatment, care, follow-up and/or patient education, and may include, without limitation, the following: electronic transmission of patient medical records, medical images, and/or other patient data or information; synchronous (i.e., “real time”) and asynchronous (i.e., non-”real time”) interactions via audio, video, text, and/or data or other electronic communications; automated, electronic or digital tools or services for diagnosis, care, treatment and/or communication pertaining to healthcare or medical matters; and output, transmission or exchange of data from medical devices, sound and video files. You understand that virtual encounters required to receive Telehealth Services via phone, email, video, or otherwise, could involve certain limitations and risk, such as unauthorized disclosure of PHI, and you hereby consent to the use of, automated tools for diagnosis, care, treatment or communication pertaining to healthcare matters. You also acknowledge that such virtual encounters may involve care by a variety of types of AllergyDox Clinicians, including physicians, physician assistants, and nurse practitioners.

Unless You object (and communicate such objection to Us in writing or via email), You give permission to AllergyDox to record and process Your personal details and medical data generated during the provision of Telehealth Services. You may withdraw these permissions at any time by no longer seeking Telehealth Services from AllergyDox.

9. Use of the Telehealth Services.

You agree to the following terms with respect to use of the Telehealth Services:

- You understand that there may be possible risks and limitations of the Telehealth Services, including that it may be possible that your condition cannot be treated via

the Telehealth Services, or that information transmitted through the Site may not be sufficient or of too poor of image quality, or there may be insufficient information or data to allow for appropriate medical decision making. Accordingly, you may be required to seek additional in-person medical care, alternative healthcare or emergency services. If Your health or medical problem or condition persists after use of the Telehealth Services, You will immediately contact your medical services provider and seek appropriate additional in-person medical care or emergency care, as appropriate. In certain circumstances, You may be advised to seek medical care in-person at Allergydox or the Los Angeles Food Allergy Institute in Los Angeles, California.

- You understand that in rare circumstances, security protocols could fail, causing a breach of privacy resulting in unauthorized persons accessing to your PHI.
- You agree NOT to use the Site using an unsecured public Wi-Fi or other unsecure electronic communication.
- You agree NOT to record any audio or visual communication transmitted via the Site, including Telehealth Services, without the express consent of all communicating parties.
- You understand that you are responsible for providing accurate information through the Site, including demographics and location information, medical histories, medication use, current adverse conditions, financial information, and keeping all such information current.
- You agree to follow all recommendations, protocols and other instructions provided by AllergyDox concerning the use of the Site and by AllergyDox concerning the Telehealth Services.

10. Appointment Cancellation Policy. You will be charged an \$80 cancellation fee for any appointment that is not cancelled at least 24 hours before the scheduled appointment. This fee is not covered by insurers or health plans.

11. Notification Regarding Lab Costs. Coverage policies vary widely among insurers for coverage of laboratory testing. You are strongly encouraged to work with your insurer to determine which labs' services will be covered by your insurer, if you require lab services related to the Medical Services you receive at AllergyDox. In particular, You should verify that the lab services at issue will not be deemed "investigational" or otherwise not covered. You should also request full information about the out-of-pocket costs for laboratory services from your insurer.

12. General Provisions.

- These Medical Services Terms, including the Consent to Treatment via Telehealth, make up the entire agreement relating to your use of the Medical Services, and supersede all prior agreements relating to the subject matter hereof.
- We may change, suspend, or discontinue any of the Medical Services at any time. We will try to give You prior notice of any material changes to the Medical Services. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Medical Services.
- These Medical Services Terms do not confer any third-party beneficiary rights. You may not transfer any of your rights or obligations under these Medical Services Terms to anyone else without our consent. AllergyDox may assign our rights in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- Even after termination, these Medical Services Terms will remain in effect such that all terms that by their nature may survive termination will survive such termination.

If you have any questions about these Medical Services Terms, please contact hello@allergydox.com, or call us at 818-561-4533.

By signing below, I acknowledge my receipt and acceptance of these Medical Services Terms.

Signature: _____

Name: _____

Date: _____