



Terms & Conditions for Service with Express Health Systems (TCSEHS18v2)

Express Health Systems (EHS), and its affiliate companies, including: Express Telemedicine Visit (ETV), Express Weight Loss Clinic (EWLC), Express Medical Aesthetics (EMA), and Express Men's Health (EMH) throughout this form hereafter may be referred to collectively as "EHS". ETV, and thereby EHS, includes: ERDocEvisit.com, ERDocOnline, and ExpressEvisit.com. Additional websites are owned/managed by EHS and each of these state that they are part of EHS on those various websites/domains. By agreeing to the "Terms & Conditions for Service" (hereafter may be referred to collectively as "Terms of Service" or "Terms") with EHS I attest that I am voluntarily accepting and agreeing to all found within this heading/document, including all forms to follow. I acknowledge that it is my responsibility to review carefully and comprehend fully all discussed within this section prior to agreeing to these Terms of Service with EHS. My acceptance of these Terms of Service indicates that I understand and agree to all found within this section. I declare under penalty of perjury that the preceding and foregoing is true and correct. My acceptance of these Terms of Service constitutes my legally valid and binding signature. For avoidance of any doubt, the terms "EHS", "we", "us", or "our" refers to Express Health Systems and/or its affiliates and the terms "I", "you", "my" and "yours" refer to the person having service/s provided to them by EHS. I am aware that I can view Terms of Service via an online platform. I accept EHS' online Terms of Service form as fulfillment of EHS' responsibility to provide me a copy of these Terms. I understand that EHS will provide me a physical copy of these Terms of Services/waivers/forms upon my request. I acknowledge that I have either received a physical copy of these waivers/forms or that I have declined to receive physical copies of them. I understand that some aspects of these Terms of Service/Waivers/Forms may not apply to me, such as direct face-to-face patients in a physical clinic only vs Telemedicine only patients, or male patients that cannot be pregnant nor breastfeed, etc. With that in mind I am agreeing to any and all aspects of these Terms of Service/Waivers/Forms that apply/could apply to me.



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ADVANCE BENEFICIARY NOTICE (ABN)

My medical insurance providers, regardless of whether they are a private sector based medical insurance company (such as Blue Cross Blue Shield, Aetna, United Healthcare, Cigna, Humana, etc.) or a government based/related medical insurance company (such as Medicare, Medicaid, CHIPS, TriCare, Worker's Compensation Insurance/Worker's Comp, etc.), hereafter may collectively be referred to as "your" or "my" "medical insurance coverage". By choosing to receive, and to personally pay for, services from EHS I am voluntarily agreeing to waive any and all rights that are afforded me by any and all entities that are part of my medical insurance coverage as they relate to my care provided by EHS. I understand that EHS will not bill Medicare, or any other entity/entities that constitute my medical insurance coverage, for any service provided to me by EHS. I understand that I am required to pay for EHS services directly and that my government medical insurance coverage will not reimburse me for my expenses with EHS. Medicare, and other entities within my medical insurance coverage, often do not cover all health care expenses either in part or completely. Medicare, and other entities that constitute my medical insurance coverage, only pay for covered items and services when Medicare, or others, rules are met. The fact that Medicare, and other entities that constitute my medical insurance coverage, will not pay for a service/s or product/s does not mean that you should not receive it. There may be a good reason your doctor recommended it or that you have voluntarily elected to use such services. Right now, in your case, Medicare, and other entities that constitute my medical insurance coverage, will not pay for the services and/or procedures indicated below for the following reasons:

SERVICES / PROCEDURES

Any services provided at or with any of EHS' affiliate companies

REASON

Some entities, such as EHS, who do not wish to enroll in the Medicare, and other entities that constitute my medical insurance coverage, program may "opt-out" of Medicare, and other entities that constitute my medical insurance coverage. This means that neither the entity (in this case EHS), nor the beneficiary (in this case you the patient) submits the bill to any of your government controlled/related medical insurance coverage for services rendered. Instead, the beneficiary (you) pays the entity (EHS) out-of-pocket and neither party (you or EHS) is to seek or be reimbursed by Medicare or any other government controlled/related entity that constitutes my medical insurance coverage. By agreeing to the Terms of Service with EHS I am entering a binding private contract that prevents EHS and me from receiving payment from Medicare or any other government controlled/related entity that constitutes my medical insurance coverage for any services performed by EHS. EHS has opted-out of Medicare and all other entities that constitute your medical insurance coverage.

Whether any non-government medical insurance coverage providers will allow your expenses with EHS to be applied towards your deductible with them is their choice alone. I understand and acknowledge that EHS has no control over this, and that EHS makes no guarantees whether any of my non-government medical insurance coverage providers will or will not allow my expenses with EHS to be applied towards my deductible or for reimbursement with them. I furthermore acknowledge that if I wish to attempt to have any of my private insurance carriers either apply my expenses with EHS towards my deductible or for reimbursement to me that it is my responsibility to do so. I am aware that EHS does offer a Patient Portal that I have a right to access and that within that Portal EHS can provide me their version of an "Insurance Receipt". Whether or not my insurance entity accepts EHS' Insurance Receipt and whether or not they decide to apply my expenses with EHS towards my deductible with them or to reimburse me for my expenses with EHS is completely up to them. EHS makes no guarantees or assurances one way or the other regarding this.

The purpose of this ABN form, and the remaining forms found within EHS' Terms of Services, is to help you make an informed choice about whether or not you wish to receive EHS' services &/or procedures, knowing that you will have to pay for them yourself. If after reading the information contained here you still do not understand why Medicare, and/or any other entity within my medical insurance coverage, will not pay for services provided to me by EHS then simply ask one of our staff to help further explain it to you. You will have to pay for services provided to you by us yourself directly; therefore, you need to fully understand our fees prior to receiving services from us. If you have any questions about this ask us to clarify exactly how much our services/procedures will cost. It is your responsibility to understand this prior to agreeing to have EHS provide you services. Paying for services, procedures, and/or products with EHS is you verifying that you agree to our pricing structure.

I acknowledge that any rights granted to me by any entity that constitutes my medical insurance coverage are voluntarily made null-in-void/waived by me regarding any procedures, medical care, products, and/or any services provided by EHS at any of its physical EHS clinics, its online platforms, and/or via any of its Telemedicine Systems. I understand and agree that any disputes that may arise regarding any of these issues, are null-in-void in favor of EHS in accordance with this document. By choosing to be a patient with EHS I waive my rights to have any care provided by them to be submitted by them to my medical insurance coverage company/companies.

I fully accept the charges at the rate/rates assigned by EHS. I understand and accept that the rates set by EHS may be different than the rates set by any of the entities that comprise my medical insurance coverage. I understand and agree that any providers/clinicians of EHS that perform any procedures on me and/or provide me any other medical care, products, and/or services at EHS are not independently obligated and/or responsible for following any rights otherwise afforded me by any of the entities that make up my medical insurance coverage. This statement is true regardless of whether or not any of EHS' medical care providers (clinician/s) that provided care for me at EHS are or are not listed as a provider for any of the entities that make up my medical insurance coverage. This statement regarding the clinician is also true regardless of whether that clinician provides services for any practice/facility/entity outside of/separate from EHS and regardless of whether that other practice/facility/entity is or is not a provider for any entity within my medical insurance coverage group. I understand and agree that any procedure/s, medical care, and/or service/s performed and/or provided by EHS is waived from the provider's duties and obligations set forth by my medical insurance coverage regardless of the EHS clinic/location/service, duration, cost, or type of procedure/s/medical care/and/or service/s.

I understand I cannot appeal Medicare's, or any other government controlled/related medical insurance provider's, decision regarding any of this. I understand that EHS is not responsible to provide me

information regarding what benefits I may or may not have from any or all of medical insurance coverage, both government and private. I am aware that some state's Medicaid Programs may even provide transportation, such as MaineCare. I am also aware that many other great benefits may exist, including coverage for Telemedicine visits for institutions that, unlike EHS, have opted-in/enrolled with various medical insurance coverage entities.



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LIMITED SCOPE OF CARE WAIVER ACKNOWLEDGMENT

I understand and agree to the following:

1. That EHS assists in managing only a limited aspect of my health care. That aspect being: minor limited telemedicine urgent care type issues, weight management, cosmetic/aesthetic services, &/or men's health/erectile dysfunction.
2. That EHS does not intend to fill the role of a primary care physician/provider (PCP) or the roles of various sub-specialist physicians. Additionally, they are not a substitute for emergent care that needs to be provided by either an Emergency Department, a physical location based Urgent Care, a hospital, &/or a PCP or sub-specialist in their office. It is my responsibility alone to contact emergency services, such as 911, if I believe that I, or my dependents, are experiencing an emergent medical issue/condition.
3. That EHS advises that I see a PCP on a regular basis. Also, that I discuss all my medical care, prescriptions, supplements, and/or products provided by EHS to me with my PCP, my various other medical sub-specialist, and my pharmacist. I understand that EHS wishes to share my encounter with them to my PCP. I am also aware that they cannot release my EHS medical records to my PCP unless I give them consent as well as accurate contact information for my PCP. This is also true for any of my dependents that I am responsible for that I have receive care from EHS.
4. That if I experience any adverse reactions, side effects, or allergic reactions from any medications (prescription or non-prescription) that I receive from EHS, then it is my responsibility to stop taking the medication(s) immediately, seek medical advice, and to be evaluated by my PCP and/or emergency services providers as necessary. Additionally, I need to inform EHS of any such reactions.
5. That EHS, as well as other clinicians, cannot anticipate whether I will experience adverse reactions, side effects, or allergic reactions, after receiving any medication(s) EHS prescribes, or administers via injection. I understand that such reactions can occur to anyone with any medication at any time and that EHS and the prescribing clinician is not at fault for such reactions.
6. EHS does not guarantee success at treating various medical conditions, at losing weight, hair regrowth, or with treatment of the symptoms of erectile dysfunction. I understand that various medical conditions, weight loss, hair regrowth, and erectile dysfunction are complex

multifaceted issues with many variables. Various medical conditions include any/all conditions that may be treated via Telemedicine.

7. To increase my chances of success with weight loss, I must follow the recommendations found on the EHS Dietary and Lifestyle Patient Information Sheet (DLPIS18v1), in addition to taking medication(s) as prescribed by EWLC.
8. EHS assumes that I have provided them with accurate information whether via an online form or via verbal communication. I understand that EHS will use the information I provide them to create my Medical Chart/Record. This will be stored as my Electronic Medical Record (EMR) with EHS. I understand that I can review this information via EHS' Patient Portal. I understand that if I fail to provide EHS with false or incomplete information the fault is mine alone.
9. That it is my responsibility to inform EHS if I am pregnant, may be pregnant, and/or if I am breast feeding. If I fail to disclose that any of these are true for me then I understand that EHS will assume that I am not pregnant, I have no chance of being pregnant, and that I am not breast feeding. I understand that pregnancy and breast feeding a newborn guide and restrict the medical care and prescription medications that can be safely provided to a patient. I understand that certain medications and treatments can be harmful to a baby during pregnancy or while breast feeding. I acknowledge that it is my responsibility to know if I am or if I may be pregnant.
10. I am aware and acknowledge that if I am dissatisfied with any of my interactions with, care provided by, health outcomes, staff, or clinicians working with EHS or EHS in any way, that EHS' medical and non-medical administrative team are available for open discussions/dialogue to help resolve any issues. I am also aware that all patients, including those of EHS, have the right to contact State Medical Boards to file formal complaints about individual clinicians and/or medical institutions such as EHS and any/all of its affiliates. The National Practitioner Data Bank (NPDB) is a computer database ran by the US Department of Health and Human Services that lists damaging information about US physicians and other healthcare practitioners/clinicians. I understand that I can contact any State Medical Board on my own regarding any medical clinician, including those with EHS. I also understand that if I wish to contact EHS requesting contact information for any State Medical Board, that they will provide me with such information.
11. For treatment to occur between a medical practitioner/clinician and a patient a professional relationship must be created. This can be referred to as a provider-patient relationship. This can either be created via a face-to-face encounter in a medical office/clinic/hospital/etc. and/or through a Telemedicine Visit via a live interactive HIPAA compliant secure audio-video conference. To truly create a provider-patient relationship EHS requires both acceptance of our Terms of Service plus either a face-to-face live interaction or a live interactive HIPAA compliant secure audio-video conference between the patient and one of our clinicians/clinicians contracted to provide medical treatment for our clients. A proper professional relationship with a minor is established once the legally responsible individual for the minor patient has accepted our Terms of Service on behalf of the patient and the patient has spoken to one of our clinicians via either a face-to-face live interaction or a live interactive HIPAA compliant secure audio-video conference. A number of additional requirements must be met as well in order to create a valid provider-patient relationship via Telemedicine. These requirements vary by State, but EHS' processes incorporate all State requirements within our system. By establishing a professional relationship with EHS I am agreeing/consenting to treatment by EHS.
12. Follow up care is often helpful, and sometimes absolutely necessary. This is true regarding in-office face-to-face visits as well as with Telemedicine patients. Scheduling a follow-up visit with EHS for Telemedicine is exactly the same process as setting up an initial Telemedicine visit with us. Additionally, if a local face-to-face in-office visit is necessary EHS' staff will provide you with

local independent (meaning outside of EHS) clinicians and/or facilities upon request. Call our staff for more information regarding this and/or review your medical records with us via our HIPAA Complaint Patient Portal.

13. Communications with Patients. There are multiple ways to interact with EHS. These include, but are not limited to, the following: in-office face-to-face visits, live interactive audio-video HIPAA Compliant Video Conferencing, Instant Messaging via our Patient Portal during regular business hours, static messaging via our Patient Portal while our clinics are closed, and phone calls. From our various websites patients can send us messages. We receive these into our email system. We respond to these messages via email, but only with general information. We do not send any Protected Health Information (PHI) via email. Any PHI/sensitive information we send electronically is done so through our HIPAA Complaint Messaging System found within our Patient Portal. We aim to answer all messages by close of business during a business day or on the first open business day for messages sent after close of business. EHS does not directly communicate with our patients via our main public website/s. Our patients can message EHS in general or specifically address their clinician/s, which is noted in their visit summary found within the Patient Portal, through our Patient Portal.



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DISCLAIMER ACKNOWLEDGEMENT

The information provided by EHS, on its printouts, on its websites, and on its social media platforms, are not intended to provide or serve as an exhaustive or fully comprehensive medical resource regarding any number of various medical conditions (such as telemedicine minor urgent care type conditions), weight management, and/or men's health issues/erectile dysfunction. Likewise, the descriptions found on its websites about medications (prescription and non-prescription) by EHS, and injectable medications injected at any EHS facility or patient directed injections separate from an EHS facility, are not intended to provide an exhaustive or fully comprehensive medical resource regarding the supplements sold by EHS or the medications prescribed by EHS.

Contraindications to the use of Phentermine, and/or any other prescription appetite suppressant, include, but are not limited to, the following: hypersensitive to drug/class/components, MAO inhibitor use within 14 days, pregnancy, breast feeding, current cardiovascular disease, advanced atherosclerosis, uncontrolled hypertension, hyperthyroidism, glaucoma, agitation, current drug abuse or history of drug abuse. Avoid abrupt withdrawal and prolonged high dose use. Caution is advised in the elderly and those with renal impairment that take phentermine. Additionally, caution is advised in those with diabetes mellitus and even controlled hypertension that take phentermine. If I am electing to have weight management treatment by EHS I am attesting to the fact that I do not have any of the above contraindications. If I fail to provide EHS with false or incomplete information the fault is mine alone.

As with all medications, those prescribed by EHS may produce side effects, allergic reactions, and other possible adverse reactions. For further information, EHS advises that you discuss all medical issues and medications with your PCP, any other medical clinician/s providing you care, and your pharmacist. Additionally, many helpful tools can be found online. The Food and Drug Administration has a useful website, FDA.gov, with links to a wealth of information regarding medications and health related topics. There are multiple privately-owned websites that also provide respected and highly detailed information regarding such subjects, free of charge. In addition to discussing all health and medication related issues with your PCP, EHS also encourages you to discuss these matters with your licensed health care provider with EHS. EHS is not claiming, nor intending to imply, that our program guarantees success simply by following the prescription medication regimen provided by EHS. All weight loss programs, including EWLC's, require a healthy diet and a physical activity plan to be successful. All medical conditions, including minor urgent care type conditions, weight management, and/or erectile dysfunction are complex issues that may or may not improve with treatment. Declining condition despite treatment with EHS, and/or any other medical care provider, is always a possibility.



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WAIVER OF HEALTH / MEDICAL HISTORY / MEDICAL CONDITIONS

I agree to maintain my blood pressure within normal limits while taking any prescription appetite suppressant from EWLC. I understand that EHS considers the following to be considered normal blood pressure: systolic blood pressure of 130 or less and diastolic blood pressure of 80 or less. I realize that it is my responsibility to monitor my blood pressure. I understand that EHS facilities offer to check my blood pressure for me at no charge during their regular business hours at any of their physical clinic locations.

I understand that EHS is not intended to replace, nor fill the role of, a Primary Care Physician (PCP). I acknowledge that EHS has advised that I not begin taking any medication prescribed or provided to me by EWLC unless my blood pressure is within normal limits. I attest that this statement is true even if I received any prescription(s) from EWLC on a clinic visit day with EWLC during which my blood pressure was not within normal limits.

I hereby verify that EWLC, and its clinician/s, have strongly advised me against taking any medication prescribed or provided to me by EWLC if I have uncontrolled blood pressure/hypertension/history of coronary artery disease/glaucoma. I understand that EWLC advises that if I may be or determine for certainty that I have become pregnant that I must immediately stop taking any appetite suppressant from EWLC and that I must immediately contact EWLC and my PCP. I am hereby confirming that I explained to the EWLC Clinician that I can maintain normal blood pressure ranges. I verify that EWLC is not to be held responsible or liable if I choose to go against EWLC's medical advice, and take any medication prescribed or provided to me by EWLC despite having uncontrolled high blood pressure, high cholesterol, heart disease, atherosclerotic vascular disease, pregnancy, and/or glaucoma. I verify that the choice to take any medication prescribed or provided to me by EHS is mine alone, and that EHS/EWLC and its clinicians explained that I am not to take any medication prescribed or provided to me by EWLC if I am unable to maintain a normal blood pressure at all times while taking any medication prescribed or provided to me by EWLC, or for any of the aforementioned medical conditions.

I acknowledge that EHS has advised that I discuss any and all treatments/prescriptions/lifestyle recommendations from EHS with my PCP. Also, I acknowledge that EHS advises that I follow the recommendations of my PCP, and those of my other subspecialist medical providers, over the recommendations of EHS.

I verify that I do not/will not hold EHS liable/responsible for any adverse reactions that I may have while taking any medication prescribed or provided to me by EHS. I understand and verify that this document is legally binding, and that to attempt to hold EHS, its clinicians, its Medical Malpractice &/or Business Insurance Provider responsible for any adverse reactions that may occur while I am taking any medication prescribed or provided to me by EHS, will result in legal action against me, to the fullest extent of the law, not only for damages to EHS' and its clinicians' reputations, but also for future loss in profits or clinician availability that may occur, and/or court/attorney(s)/legal fees that may occur due to said legal action. I understand that there is no expiration date or statute of limitation to this document's enforcement to Insurance Providers, the State of Texas and most other States in the USA, the Texas Medical Board and most other State Medical Boards within the USA, any Court of Law, and/or any other entity that EHS deems appropriate, should any undesirable event occur while I am taking, or after I have taken any medication prescribed or provided to me by Express Weight Loss Clinic/EHS.



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MEDICATION/INJECTION WAIVER ACKNOWLEDGMENT

I understand that:

1. It is my responsibility to discuss all medication(s)/plan of care I receive from EHS with my EHS clinician, my PCP, my various sub-specialist physicians, and my pharmacist.
2. EHS, as well as other clinicians, cannot anticipate whether I will experience adverse reactions, side effects, or allergic reactions, to any medication(s) prescribed to or administered via injection from EHS or from a self-administered injection with a medicine prescribed by EHS. I understand that such reactions can occur to anyone, with any medication, at any time, and that the prescribing clinician and EHS is not a fault for such reactions.
3. If I experience any adverse reactions, side effects, or allergic reactions from a prescription orally taken medicine, an injection I receive at EHS, or from a self-administered injection with a medicine prescribed by EHS, I understand that it is my responsibility to immediately seek to be evaluated by my EHS clinician, and/or my PCP, and/or by emergency services providers (911, an Emergency Department, etc.) .
4. I understand that any orally taken medicine or any injectable medication can produce minor, moderate, severe, or life-threatening adverse reactions, side effects, or allergic reactions (including anaphylactic reactions and death). I also understand that absolutely no adverse reactions may occur after taking an orally prescribed medicine or after receiving an injection of a medication.
5. I acknowledge and understand that EHS is not an emergency care center, and that they do not have equivalently trained staff, resources, or equipment comparable to an emergency care center.
6. In the event of a serious adverse reaction from an orally taken medicine, a topical medicine, and/or an injection given at an EHS facility I understand that the primary role EHS will perform will be their activation of the Emergency Medical Services (EMS) by calling 911. I understand that EHS would do all within their limited resources to render supportive care while awaiting the arrival of EMS staff members.
7. I acknowledge and understand that if I experience a severe reaction from an orally prescribed medication, a topically applied medicine, and/or an injection given at an EHS facility, and/or from a self-administered injection with a medicine prescribed by EHS, that EHS could not have predicted ahead of time my experiencing such a reaction, and that EHS is not at fault for such reactions.
8. I agree that I, nor any of my family/friends/or associates on my behalf, will hold EHS responsible should a negative experience or reaction occur after taking any orally prescribed medicine, a

topically applied medicine, and/or receiving an injection at an EHS facility, and/or from a self-administered injection with a medicine prescribed by EHS. I will not seek legal action or judgement against EWLC and affiliates in the event of said reaction. I understand that in the event of an adverse reaction, I will be held responsible for the expense of legal action in all forms, should I attempt to seek legal action against EWLC and affiliates.



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Patient Responsibilities, Acknowledgments, and Agreements

In submitting my personal information and my health information (signs, symptoms, conditions, comments, answers to questions, fully-completed Health Information Form, and/or any online questionnaires) in connection with my request for services, the following statements are true:

1. I am an adult (at least 18 years of age) and/or I am an adult seeking care for my legal dependent. I understand that EWLC will not provide prescription appetite suppressants to anyone under the age of 16 years old.
2. I am voluntarily providing my health and medical information for the purposes of obtaining services through EHS.
3. I am competent to use the services offered by EHS, and I fully understand the material and information contained therein.
4. I voluntarily choose to seek a clinician consultation through telemedicine/online medicine, patient sight unseen measures, or at a physical clinic location within EHS. I realize that for Telemedicine services that the consulting clinician will not conduct an in-person physical examination and will rely on the truthfulness and accuracy of the information I am providing to the EHS' staff and/or during a telephone and/or a teleconference video consultation.
5. I recognize that the consulting clinician reviewing my Health Information may, or may not, prescribe treatment based on my responses. I understand that I am responsible for the service fees/bill with EHS even if a clinician decides not to prescribe any medications to me, or my dependents, if in their medical opinion prescription medicines are not indicated.
6. I am aware that my failure to provide truthful, accurate and complete information to the consulting clinician, and any other providers or staff with EHS, could result in an inappropriate treatment decision that could be harmful to me and/or ineffective. Therefore, I have responded, or will respond, to each question truthfully and accurately, and I acknowledge that I fully and completely disclosed any and all information concerning my current health and my past medical history.
7. I understand that EHS advises that I have a complete physical examination by a licensed medical clinician/PCP yearly. I agree to inform my PCP about the products/medications/prescriptions ordered, administered, or supplied from/by EHS.
8. I will contact my PCP, and EHS, if I have questions, difficulties, or complications with recommended treatment(s). I will make my PCP aware of my visit and any medications administered and/or prescribed by EHS.
9. I will make the consulting clinician aware of any changes to my medical condition in the event I return to EHS seeking services of any kind whatsoever.

10. I understand that I will be given the opportunity to ask any and all questions about any tests, procedures, plan of care, or medication(s) that may have been prescribed for me or my dependents. It is my responsibility to seek answers from EHS until I am satisfied and fully understand the plan of care, any associated risk(s), any possible complications, and fees/cost.
11. I understand that EHS' consulting clinicians are U.S. licensed practitioners, but that they are not my PCP and that they have no intention to fill the role of my PCP. I understand that the consulting clinician is compensated for reviewing my health information. The consulting clinician is compensated for this review, treatment plan, opinion, and consultation only.
12. I understand that there are risks, as well as benefits, in having tests and/or procedures performed, and/or when taking any medication. I agree that I will not hold EHS, the consulting clinician, &/or any entities, affiliates, employees, partners or agents associated with EHS responsible for any adverse effects/events caused by any medication(s) prescribed, procedures performed, tests ordered, or insufficient/inaccurate diagnosis and treatment procedures/plans of care ordered by the consulting clinician at EHS, that are due to the nature of the lack of an in person physical examination (i.e. Telemedicine limitations) and/or if I fail to provide reliable, truthful, and accurate information.
13. If paying by credit, debit card, FSA, HSA, or CareCredit Card, I acknowledge that I am the owner of said card/payment method, or I am permitted by law to use said card/payment method.
14. Regarding medical care provided via Telemedicine with EHS I understand and agree to the following (all within this section): I understand that a medical clinician who is currently licensed in the United States will review my Health Information. I agree that all Telemedicine consultations, diagnoses, and treatments will be deemed to have occurred in the state where the consulting clinician is located during the time of the Telemedicine visit. I understand that the medical clinician is licensed in the state where they are performing Telemedicine visits from. I understand that an EHS physician licensed in my state will electronically send my prescription(s) to the local pharmacy of my choice in the state I live in. Another option for me is to have a pharmacy directly mail to me the medication(s) that were prescribed to me by an EHS clinician. I understand that if I choose this option that the pharmacy selected for this task will be financially independent from EHS (i.e. separate from EHS) and that it will be licensed to directly mail prescription medication(s) to patients. I understand that appetite suppressants, since they are considered controlled substances by the Drug Enforcement Agency (DEA), cannot be sent across state line by a mail-order pharmacy. I understand that EHS does not prescribe any controlled substances to its Telemedicine patients except for appetite suppressants.
15. I agree that if I, or any entity on my behalf, personally brings forth any dispute arising out of or related to the provision of services provided by the consulting clinician with EHS, or by their affiliates, employees, partners and agents, it will be subject to mandatory mediation. Should mediation fail to resolve the disputed issue(s), said dispute shall be subject to final and binding arbitration, and all parties will agree to be bound by the arbitration, which will be enforceable in a court, and parties waive any rights to bring suit before, during, or after agreeing to binding arbitration.
16. Any mediation, arbitration, administrative proceedings, or other proceedings shall be held in Tyler, Texas, unless all involved parties agree otherwise or if precedent law mandates another location. Such legal proceedings will be governed by the substantive law of the State of Texas without regard to conflicts of law. In the event that a legal matter arises (lawsuit against EHS) and a judgement is made in favor of EHS then the plaintiff against EHS will be required to cover all of EHS' related expenses including, but not limited to the following: lawyer/legal, mediation/arbitration/court fees, travel/lodging, lost wages/EHS expense for paying wages of all of the staff involved in preparing for the case and/or being present at the trial, etc.

17. I accept all risks, known and unknown, involved in, arising from, or related to taking the medication, products, procedures and treatment with/from EHS. Subject to and without waiving any rights that may be conferred upon me under state or federal law, I will not seek indemnification and/or damages whatsoever of any kind from EHS, the consulting clinician, any entities, affiliates, employees, partners or agents associated with EHS for unintentional harmful acts, and I hereby hold harmless EHS from and against any and all liability relating to or arising out of my request for or receipt of medications/treatments in this manner.
18. I hereby release EHS, the consulting clinician, or any entities, affiliates, employees, partners or agents associated with EHS from any and all claims, that the clinician acted below the requisite standard of care on the basis that the clinician did not personally examine me (i.e. a limitation from having care provided via Telemedicine).
19. I hereby acknowledge that all information and service provided, are provided "as is" without warranty of any kind, expressed or implied.
20. If any provision of this agreement is held to be illegal, void, or unenforceable, then this agreement may be modified or amended only to the extent necessary to enable the remaining provisions to be in force and effect to the maximum degree in favor of EHS. If any individual, or multiple, clause(s) found within this document is(are) determined to be unlawful or unenforceable then that, or those, clause(s) alone will be deemed non-binding, but all other clauses/provisions will remain enforced/legally binding.
21. EHS, especially EWLC, has the right to cancel my appetite suppressant prescription and provide no refund to me if I fail to disclose to them that I have similar prescriptions from providers outside of EHS and/or if I fail to disclose to them that I am currently taking prescription stimulate ADHD type medications such as Adderall (dextroamphetamine/amphetamine) or any similar class prescription medication. I understand the EHS reserves the right to search State Controlled Substance Programs to determine if I have been forthright with them.



HIPAA WAIVER OF AUTHORIZATION

As required by the Privacy Regulations created as a result of the Health Insurance Portability and Accountability Act (HIPAA)

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO YOUR INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

This is to confirm that EHS is willing to collaborate with other medical practitioners, medical insurance entities, and government entities regarding a patient's protected medical record and history if, and when, it is deemed necessary by any, or all, of the aforementioned entities to ensure the appropriate administration of your individual healthcare needs and/or continual adherence to federal and state mandated lawful practices.

EHS is aware that the information shared involves the use and/or disclosure of Protected Health Information (PHI) for varying purposes as deemed necessary and appropriate by either our practitioner's medical judgement and knowledge, another medical practitioner's medical judgement and knowledge, medical insurance requirements, and/or government entities without the explicit circumstantial authorization from the patient.

EHS is also aware of that we must provide to our patients, upon request, an accounting of disclosures of their PHI under a waiver of authorization, unless otherwise mandated by law, as well as a copy of the HIPAA Notice of Privacy Practices. I am aware that I can view EHS' HIPPA form via an online platform. I accept EHS' online HIPPA form as fulfillment of EHS' responsibility to provide me a copy of HIPAA Notice of Privacy Practices. I, as a patient of EHS, understand that this information will be provided in printed form only if I specifically request a printed/physical copy of it. I acknowledge that I have either received a physical copy of these waivers/forms or that I have declined to receive physical copies of them.

Our practice will use and disclose your individually identifiable health information when required to do so by federal, state or local law concerning public health risks, health oversight risks, inspections, investigations, lawsuits and similar proceedings, and law enforcement requests, threats to health and safety to you or others, if you are a member of a military force or for National Security reasons.

Privacy of Electronic Prescriptions for Controlled Substances:

1. Privacy of electronically submitted prescriptions falls under HIPAA regulations based upon the recent e-prescribing final rule.
2. Authorization to access this data is role-based given the sensitivity associated with certain medications.
3. All treating health care providers have access to this data, to reduce the incidences of drug-drug interactions, drug-condition contraindications, patient safety, etc.
4. I, a patient of EHS, approve the submission of electronic prescription(s) and necessary accompanying healthcare information to healthcare providers, government entities, and/or my indicated pharmacy of choice. I agree to permit EHS to review any governmental based controlled substance database regarding any prescriptions I may have received from anyone anywhere at any time. I furthermore agree to permit EHS to directly contact my PCP, my medical subspecialist, and/or my pharmacies to gain information regarding me being prescribed any controlled substances.
5. I, a patient of EHS, approve the submission of PHI and necessary accompanying information via phone conversation, email, and voicemail, provided appropriate identification measures are taken for patient verification.

If it is in our practitioner's better medical judgement to disclose your individually identifiable health information, this letter confirms a waiver of authorization for EHS to collaborate with and share your individually identifiable health information with other medical practitioners, government entities, and/or medical insurance entities, unless otherwise mandated by law, without your specific circumstantial consent, to ensure the patient's physical well-being and the administration of appropriate health care needs.

By accepting the Terms & Conditions for Service with EHS, I authorize EHS to share my individually identifiable health information with health-care practitioners, government entities, and/or medical insurance facilities as needed or as seen appropriate in our clinician's better medical judgement, without explicit circumstantial approval from me, unless otherwise mandated by law.



EXPRESS HEALTH
— **SYSTEMS** —

Additional General Telemedicine, and other, Miscellaneous Information

Telemedicine allows the delivery of healthcare services using electronic means between healthcare providers and patients that are not in the same physical location. Telemedicine may be used to help educate patients, diagnose, treat, and provide means for follow-up visits. EHS uses network and software security protocols to protect our patients' privacy and patient's Protected Health Information (PHI).

Telemedicine is a relatively newer means to deliver healthcare to patients. It comes with both possible benefits and possible risks. Telemedicine does have its limitations and it can only treat certain conditions. It is not a substitute for a PCP, medical sub-specialist care, face-to-face clinician-patient interactions, hospital services, and/or emergency services.

Telemedicine can offer fast, convenient, relatively inexpensive, and simple access to a healthcare provider for treatment of many common illnesses/healthcare needs without an appointment from the comfort of where you are.

Telemedicine by its nature fails to provide the medical clinician the ability to place their hands upon the patient for a thorough physical exam. Much is gained from such physical exams. Test, in general, cannot be performed via healthcare provided by a Telemedicine visit. Commonly checked vital signs cannot be performed by the healthcare provider during a Telemedicine visit. These limitations cause an increased risk of failing to establish an accurate definitive diagnosis. This can lead to treatment that fails to appropriately treat the actual condition that the patient has. Delays in proper testing, diagnosis, and treatment exist with Telemedicine. A patient may have a desire to have a certain condition treated via Telemedicine, but due to the nature of the condition it may not be possible to provide treatment for the requested need. Some medications, such as many controlled substances, cannot be prescribed from a Telemedicine visit. Some state or federal regulations may prevent/restrict a provider from providing certain care to patients via Telemedicine.

By accepting EHS' Terms of Service you acknowledge understanding and are agreeing to all contained within these Terms/documents. Agreeing to our Terms is confirmation that you have carefully read and understand the risks and benefits of services provided by EHS. Additionally, you understand that:

1. Just like all other electronic platforms your private information housed by EHS could be at risk of unauthorized access. This statement is true even though EHS uses network and software security protocols to protect its patients' privacy and its patient's Protected Health Information

(PHI). I will not hold EHS responsible for loss of my information/security breach as long as EHS was following standard protocols to ensure the safety of my information.

2. That EHS cannot guarantee any results from its treatments. That my medical condition can worsen despite treatment from EHS, and that I may ultimately need to see a healthcare provider outside of the EHS system at my own expense to treat a condition that I originally sought to have treated by EHS.
3. That the rights afforded me via the Health Insurance Portability and Accountability Act (HIPAA) are enforce regardless of the means by which healthcare is provided to me (i.e. face-to-face visit in a physical clinic, Telemedicine visits, etc.).
4. That even though licensed medical healthcare providers work with EHS they exercise their own independent medical judgment/treatment. That healthcare providers that work in conjunction with EHS will share my health information with the rest of EHS.
5. That I understand, and accept, that it is reasonable that all aspects of the technology/processes/policies/operations of EHS are not fully described here, and that I have voluntarily elected to seek treatment via EHS.
6. That EHS will not share my information with any third parties unless they specifically request to do so, and I explicitly agree for them to do so. If I do consent to have EHS share my information to a third party that third party/parties would have to be named specifically and my consent would apply only to the specific third party/parties that I agreed to have my information shared to.



DIETARY AND LIFESTYLE PATIENT INFORMATION SHEET (DLPIS18v2)

Eating a balanced diet with the right foods can help keep you healthy now and later in life.

Which foods are especially healthy? — Foods that are especially healthy include:

- **Fruits and Vegetables** – Eating fruits and vegetables can help prevent heart disease, stroke, and certain types of cancer. Try to eat fruits and vegetables at each meal and for snacks. If you don't have fresh fruits and vegetables, you can eat frozen or canned ones instead, but select those stored in their own natural juices without any added sugar. It is recommended to eat at least 2½ servings of vegetables and 2 servings of fruits each day.
- **Foods with Fiber** – Eating foods with abundant fiber can help prevent heart disease and strokes. Fiber can also help control your blood sugar. Foods that have a lot of fiber include vegetables, fruits, beans, nuts, oatmeal, and some breads and cereals. Review nutrition labels. It is recommended to eat 25 to 36 grams of fiber daily.
- **Foods with Calcium and Vitamin D** – Babies, children, and adults need calcium and vitamin D to help keep their bones strong and to help prevent osteoporosis from developing in adults. Osteoporosis is a condition that causes bones to become thin and break more easily than usual. Different foods and drinks have calcium and vitamin D in them. People who don't get enough calcium and vitamin D in their diet might need to take a supplement.
- **Protein** – Bump up your protein intake to boost fat loss, reduce hunger and preserve your lean mass. Protein intake that amounts to around 25-30% of your total daily calories has been shown to boost metabolism by up to 80-100 calories per day, compared to lower protein diets. However, the most important contribution of protein to weight loss, is its ability to reduce the appetite and is more satiating than both fats and carbs. You can calculate what 25% of protein equates to by multiplying your total daily calorie intake by 0.075 (for example: 2000 calories X 0.075 = 150 grams of protein). The best sources of protein are meats, fish, eggs and dairy products. There are also some plants that are high in protein, such as quinoa, legumes, tofu, and nuts.
- **Keep in Mind** – Too much of any food can be a bad thing, even if it's a healthy food. Eggs are a healthy food but consuming 20 eggs daily would cause health issues. This same argument can be made for any food.

What About Fats? — There are different types of fats. Some types of fats are better for your body than others. Trans-fats are especially unhealthy; therefore, avoid eating foods with high amounts of them. They are found in margarines, many fast foods, and some store-bought baked goods. Trans-fats can raise your cholesterol level and your chance of developing heart disease. The type of polyunsaturated fats found in fish have been shown by research to be healthy and can reduce your chances of developing heart disease. Recent research also suggests that monounsaturated fats and saturated fats do not seem to have much effect on your chances of developing heart disease. When you cook, use oils with some healthier fats, such as olive oil and canola oil.

How Many Calories Do I Need Each Day? — The number of calories you need daily depends on your weight, height, age, sex, and activity level. Your primary care provider (PCP), and/or your Express Health Systems' (EHS) clinician, can tell you how many calories you should eat each day. If you are trying to lose weight, you should consume fewer calories. Women who maintain normal activity levels, who are attempting to lose weight should consume **1,200-1,500** calories daily, and men who maintain normal activity levels, who are attempting to lose weight

should consume **1,600-1,800** calories daily. On the other hand, women attempting to maintain their current body weight usually require **1,600-2,000** calories daily, while many adult men attempting to maintain their current body weight generally require **2,000-2,500** calories daily, depending on body-size and activity level.

What About Medication? — Weight loss medication works by reducing your appetite and/or by changing the way you digest food. If you do not change your lifestyle, your weight loss program **WILL FAIL**, even if you are taking an appetite suppressant medication. One must decrease calories consumed daily and/or increase the amount of physical activity performed daily to lose weight. **DO NOT ALTER THE DOSE OF MEDICATION PRESCRIBED TO YOU, AND DO NOT GIVE YOUR PRESCRIPTION TO ANYONE ELSE.** Do not take anyone else's medication. When weight loss medications are taken as directed, most individuals generally do not experience serious side effects. Common minor side effects of appetite suppressant medications include dry mouth, jitteriness, and/or headache. These side effects often subside within a short timeframe. If you experience more serious problems, such as nervousness, rash, chest pain, and/or racing or irregular heartbeat, you should discontinue the medication immediately, and notify your PCP as well as your clinician with EHS. You should not take these medications while pregnancy or breastfeeding. Other contraindications exist as well. Discuss all contraindications with your EHS clinician and with your PCP. **PLEASE NOTE:** Some of these medications may test positive on a screening drug test. Upon request EWLC will provide a letter confirming this fact. Do realize that further lab testing can be performed to differentiate between prescription appetite suppressants and illegal amphetamines/methamphetamines. EHS is not a lab and does not perform such testing.

Obesity increases a person's risk of developing many health problems. A few examples are: Diabetes, High Blood Pressure, High Cholesterol, Cancer, Heart Disease (including heart attacks), Stroke, Asthma, and Sleep Apnea (a disorder with which you stop breathing for short periods of time while sleeping). Studies also show that people who are obese have a shorter life-span than people who maintain a healthy weight. Studies also prove that the risk of death has a direct correlation to unhealthy body-weight.

DAILY EXERCISE should be one of your highest priorities. Exercise is the single most determinant part of success in losing weight and maintaining a healthy weight. Exercise, more than anything else, is the key to weight loss success. **THE DURATION AND FREQUENCY IS THE KEY.** The intensity is less important. Exercise 5-7 days each week, for 30-60 minutes per exercise session. Exercise at a comfortable pace without huffing and puffing, and without losing your ability to speak clearly and in full sentences. Raise your heart rate to 130-140 beats per minute while exercising. Two 30-minute sessions equal 1 hour of exercise, but four 15-minute sessions do not. Aerobic exercises are recommended for weight loss. This means the heart rate needs to be increased and maintained while exercising. Weightlifting and floor exercises, such as sit-ups and pushups, are not essential for weight loss, although they can help strengthen muscles and increase muscle mass. **RECOMMENDED EXERCISES** for general weight loss include: WALKING, CYCLING, SWIMMING and/or WATER AEROBICS. Discuss with your PCP, and your EHS clinician, exactly what exercise option is safe for you to perform. Regular exercise burns calories, lowers blood pressure, lowers cholesterol, lowers blood sugar, slows or prevents osteoporosis, increases metabolism and energy levels, reduces feelings of stress and depression, keeps excess weight off, helps you sleep better, increases insulin sensitivity, and more!

What can I do to prevent the problems caused by being obese? — Along with weight-loss, you can improve your health and reduce your risks if you:

- **Become more active and obtain adequate rest** – Many types of physical activity can help, including walking. You can start with a few minutes a day and add more time as you become stronger and more tolerant. Everyone needs at least 8 hours of rest (sleep) daily. Chronic lack of rest can make weight loss more difficult.
- **Improve your diet** – No single diet turns out to be better than any other. It is healthy to have regular meal times and smaller portions and not to skip meals. **AVOID CARBONATED DRINKS**, sweets and processed snack foods. Never drink more than 1 regular sized carbonated drink per week. If possible do not drink ANY carbonated drinks ever.
- **Quit smoking** – Some people start eating more after they stop smoking, so try to make healthy food choices. Even if it increases your appetite, quitting smoking is still one of the best things you can do to improve your health.

- **Limit alcohol intake** – Consume no more than 1 alcoholic drink each day if you are a woman, and no more than 2 if you are a man. People who drink a small amount of alcohol each day may have a lower chance of getting heart disease. However, drinking alcohol excessively may lead to problems including liver disease, dependence/abuse, and certain types of cancer.

In conclusion, in order to lose weight, you must consume fewer calories, and increase your activity level. You can walk, dance, garden, or even just move your arms while sitting. The important thing to remember is that you increase the number of calories you burn by increasing your activity level. You must also maintain that extra activity. If you diet for a short period of time, or increase your activity for a short-while, you may lose weight. However, you will regain the weight if you resume old unhealthy eating and exercise habits. Weight loss is about changing your eating and exercise habits for good. Begin by making small reasonable changes and stick with them. It's never too late to begin!