

Patient Name:

Date of Birth:

Billing Policy

Effective 03/01/2019

In consideration of the services to be provided by Rural Urgent Care LLC/MainStreet Family Urgent Care and its physicians, providers, and Independent Physician Contractors, the undersigned jointly and severally, agree to pay all charges, deductibles, co-payments, and/or co-insurance amounts determined not paid or allowable by health insurance payors. Certain routine services and procedures, which are determined as necessary by the treating physician/provider, may not be covered by Medicare, Champus, Blue Cross and Blue Shield, and other third party payors. I/we agree to pay these non-covered services and/or procedures if ordered and performed by the treating physician/provider or Rural Urgent Care LLC/MainStreet Family Urgent Care. I/we agree to make payments according Rural Urgent Care LLC/MainStreet Family Urgent Care credit terms. In the event I/we should default in payment of any of the above charges then I/we agree to pay all reasonable costs of collection, including a reasonable attorney's fee as might be allowed by law, whether the account shall be referred to a collection agency or an attorney.

ASSIGNMENT OF BENEFITS:

The undersigned assign payment of authorized insurance benefits otherwise payable to the policyholder, including Medicare and Champus benefits, directly to Rural Urgent Care LLC/MainStreet Family Urgent Care, or its authorized representatives who provide services. I certify that all information is correct which has been given to apply to payment under Medicare, Champus, managed care, and Blue Cross and Blue Shield, and other third party programs.

AUTHORIZATION FOR RELEASE OF INFORMATION:

The undersigned authorize Rural Urgent Care LLC/MainStreet Family Urgent Care and its treating physicians/providers, to furnish any occupational medicine, medical, and/or billing information about this account, including but not limited to the following:

INSURANCE BILLING -- information requested by the insurance company, Medicare, Champus or other third party payors to support the claim submitted for payment of charges applicable to this account.

EMPLOYER PAID AND OCCUPATIONAL MEDICINE – Information requested by the patient's employer including but not limited to drug screen results, physicals, breath alcohol testing, and other services required by the employer.

MEDICAL NECESSITY AND APPROPRIATENESS OF SERVICES -- Information requested by any utilization and/or Peer Review Organization associated with the insurer(s) to evaluate the medical necessity and appropriateness of services of the account or to determine the benefits for related services.

This release allows disclosure about the treatment, diagnostic testing, or other medical information including psychiatric, alcohol, HIV, drug abuse, cancer registry treatment and follow-up and/or other confidential information. The recipients are prohibited from any re-disclosure of this information. The undersigned has the right to subsequently revoke this release. The revocation shall not pertain to information previously released. Information requested in good faith by any health care facility or physician for facilitating continuing care and treatment is authorized.



PAYMENT OPTIONS:

Prior to receiving service, all patients must pay their copay. For any remaining balance or unpaid copays, patients may select one of two options:



I elect to pay my copay today and I authorize Rural Urgent Care LLC / MainStreet Family Urgent Care to keep my signature on file and to charge my Visa, MasterCard, Discover or American Express indicated below:

Any balance Due, Recurring Charges, and Charges as they are Due

Last Four of Card Number: _____ **Card Expiration Date:** _____

I authorize Rural Urgent Care LLC / MainStreet Family Urgent Care/KidsStreet Urgent Care to process my credit card for any balance not paid (including unpaid copays) by insurance up to a limit of \$125. I understand that if my balance is \$5 or less I will not receive notification prior to my card being processed. I authorize Rural Urgent Care LLC to transfer any remaining balance to my responsibility 120 days from the date of service. I understand this form is valid unless I cancel this authorization by written notice. If I choose to cancel this form, I assume responsibility for paying my charges in full. I am authorized to have charges made to this card.

Patient Name

Cardholder Name



I elect to make a Patient Estimate of \$_____.

For balances greater than \$5.00, patients will receive one written statement at the mailing address they provide.

Any balance unpaid 30 days after your insurance processes or 120 days from the date of service, whichever occurs first, may be sent to a collections agency at any time.

All "Self-Pay" or "Time-of-Service" patient balances are due at the time of service.

Any overpayment will be held as credit on the account unless a refund is requested in writing by the patient.

All returned checks or charges disputed with merchant services will result in a fee of \$30.00 to the guarantor.

By providing my electronic signature below, I acknowledge that I have read and accept Rural Urgent Care LLC/MainStreet Family Urgent Care/KidsStreet Urgent Care's Notice of Privacy Practices and Billing Policy. I authorize them to process my payment as indicated above.

X _____

Signature of Responsible Party

Date



Last Update: 6/25/2021

Terms and Conditions and HIPPA AUTHORIZATION (this document “Terms” and/or “Term and Conditions”)

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

“Company”, “we”, “us”, “our” shall mean Rural Urgent Care, LLC and its parent companies, subsidiaries, and affiliates. In North Carolina “Company”, “we”, “us”, “our” shall also collectively include MainStreet and KidsStreet of North Carolina, PLCC, in addition to Rural Urgent Care, LLC and its parent companies, subsidiaries, and affiliates.

“I”, “You”, “Your” means you, or if you are filling this out for another person, it means both yourself and the other person. You warrant and attest that you have the legal authority to sign for the other person. You agree to identify us against anything resulting from your misrepresentation that you have the legal authority to agree to these terms on behalf of the other person.

General

I authorize Company to contact me: (1) at the number(s) provided and leave a voicemail if I am unavailable; (2) send text messages to phone number(s) provided; (3) send email messages to email(s) provided. This includes leaving or sending protected health information, health information, or information of any kind. This includes clinical and marketing messages.

I have read and reviewed the Company’s Billing Policies and Privacy Policy herein and agree fully. We will file a claim with the patient’s insurance company for the services provided, in the event of non-payment you will be responsible the charges incurred today.

I authorize the release of any information concerning my (or the patient I am acting as the representative for) health care and treatment for the purpose of evaluating and administering claims of insurance benefit. I authorize Company to charge the credit card provided for charges allowed, but not paid for, by the patient’s insurance company.

In the event the Company is unable to collected in a timely matter from the insurance provider, I agree the Company may charge me directly for the services and products provided. If the patient does not have insurance, or any item is not covered within the scope of the patient’s insurance policy then I agree the Company may charge my credit card for those services. In any event where the Company cannot collect from the credit card provided on the first try, I agree to pay the charge directly within 10 days of being billed.

I hereby authorize payment of insurance benefits, otherwise payable directly to the patient, to the Provider who has assigned those to Company.

I consent to care and treatment of myself (or the patient who I am representing and have legal authority to do so) by the attending provider and his/her associates and assistants, including by telemedicine. In the case that the patient is not myself, I attest that I am the parent or legal guardian of this patient.

EUA

In the event that the patient's treatment or visit involves the use of a test or treatment or other item with an EUA, I consent to the use of that item and agree that I will obtain all required information prior to use of the items and provide all required consents for the use of such EUA item prior to the use of the EUA item.

Billing Policy

You agree to all terms of our billing policy and the billing policy is incorporated herein. You agree we may charge your credit card in accordance with the billing policy herein.

Limitation of Liability, Indemnification, Release, Waiver

EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION YOU AGREE:

THE COMPANY, ITS LICENSORS, AND ITS AFFILIATES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, UNAUTHORIZED ACCESS OR DISCLOSURE OF YOUR INFORMATION, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, COMPANY'S SERVICES, YOUR VISIT, COMPANY WEBSITE CONTENTS, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, COMPANY'S SERVICES, YOUR VISIT, YOUR TREATMENT, THE SITE CONTENTS AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES OR SNAPSHOT. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF COMPANY AND ITS LICENSORS TO YOU WITH RESPECT TO YOUR USE OF THE SITE, VISIT, AND OUR SERVICE IS THE GREATER OF: (A) THE FEES PAID TO COMPANY FOR COMPANY'S SERVICES IN THE SIX (6) MONTHS PRIOR TO THE APPLICABLE CLAIM; OR (B) \$100 (ONE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS LICENSORS, THEIR RESPECTIVE AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS FROM AND AGAINST ANY AND ALL RIGHTS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, ACTIONS, AND SUITS (NO MATTER WHETHER AT LAW OR EQUITY), FEES, COSTS, OR EXPENSES OF ANY KIND WHATSOEVER (INCLUDING ATTORNEYS' FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER AND THE COST OF PURSUING ANY INSURANCE PROVIDERS) ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH: (I) YOUR USE OR MISUSE OF THE SITE; (II) YOUR VISIT; (III) THE COMPANY'S SERVICES; (IV) ANY COMMUNICATIONS WE HAVE WITH YOU VIA ANY MEDIUM, OR ANY OF THE SITE CONTENTS; (V) YOUR BREACH OF THESE TERMS, BILLING POLICY, OR OUR PRIVACY POLICY; (VI) ANY INFORMATION YOU PROVIDE TO COMPANY, OR ANY EMPLOYEE OR CUSTOMER SERVICE AGENT VIA COMPANY'S SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR RIGHT TO AND RIGHT TO SHARE OR DISCLOSE SUCH INFORMATION); AND/OR (VII) ANY NEGLIGENT (INCLUDING GROSS NEGLIGENCE) OR WRONGFUL ACT OR OMISSION (INCLUDING ANY INTENTIONAL ACT, FRAUD, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS) BY YOU IN YOUR USE OR MISUSE OF THE SITE, COMPANY'S SERVICES, YOUR VISIT, OR ANY OF THE SITE CONTENTS, INCLUDING WITHOUT LIMITATION, INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY, PROPRIETARY AND/OR PRIVACY RIGHTS.

YOU HEREBY AGREE YOU ARE FULLY AND COMPLETELY RELEASING THE COMPANY AND ANY OF ITS PROVIDERS AND EMPLOYEES FROM ANY AND ALL PREVIOUS OR CURRENT CLAIM(S) YOU MAY HAVE HAD, ACTIVE OR INACTIVE, FOR ANY SERVICE(S), TREATMENT, OR EVENTS PRIOR TO TODAY'S DATE.

Limitations on Third Party Rights

Unless expressly stated in these Terms to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Company, its licensors and their respective affiliates. Nothing in these Terms is intended to relieve or discharge the obligation or liability of any third persons to you, Company, its licensors, and their respective affiliates, nor shall any provision give any third parties any right of subrogation or action against you, Company, its licensors and their respective affiliates. Without limiting the generality of the foregoing, all disclaimers and limitations of liabilities in these Terms are also for the benefit of Company's licensors and intended third-party beneficiaries hereunder.

Assignment

You may not assign, transfer, or delegate these Terms of Use (including your Account) or any part thereof without Company's prior written consent. Company may freely transfer, assign, or delegate all or any part of these Terms, and any rights or duties hereunder or thereunder. These Terms will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

Governing Law and Jurisdiction

All matters relating to the Site, Company's services and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

Subject to Company's right to require arbitration, any legal suit, action, or proceeding arising out of, or related to, these Terms, Company's services or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama, in each case located in the City of Birmingham and County of Jefferson, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country or jurisdiction of residence or any other relevant country or jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration and Mediation

Company and you agree that the Company may, at Company's sole discretion, chose that any claim, controversy or dispute arising out of or relating to these Terms, the Site and/or Company's services or any alleged breach, violation or default of these Terms, the Site and/or Company's services, together with all other claims, controversies or disputes of any nature whatsoever, including but not limited to all claims based in tort, fraud, contract, equity, state law, and/or federal law, shall, upon notice by either party to the other party, be resolved and settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. To the fullest extent permitted by law, each party agrees that it will not seek and hereby expressly waives any and all rights to or for punitive or exemplary damages as to any claim. All claims shall, as a condition precedent to arbitration, first be submitted to a minimum of one half day of nonbinding mediation, unless the parties mutually agree otherwise. If a party initiates arbitration without first complying with this mandatory mediation provision, either party may file a motion in a court of competent jurisdiction to compel mediation, and the Court must order the parties to participate in the mediation. Agreements reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. Any such mediation or arbitration shall be conducted in the English language and take place in Birmingham, Alabama. The parties agree that any dispute subject to arbitration shall not be adjudicated as a class action or a consolidated class arbitration proceeding either in court or under the rules of the American Arbitration Association. The right of any party to pursue a class action for any dispute subject to arbitration shall be waived to the fullest extent permitted by law. The arbitrator's

decision and award shall be final, binding on the parties, and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. Each party shall bear its own costs, attorney fees and expenses incurred, and the parties shall split evenly all American Arbitration Association fees, administrative fees, arbitrator fees, mediation fees, hearing fees, and postponement/cancellation fees incurred through any mediation or arbitration. Notwithstanding the provisions of this Arbitration Provision, in the event a breach, violation or default of these Terms of Use (or any of its terms) is alleged, Company shall have the option to seek injunctive relief in any court of competent jurisdiction barring further breach or violation of these Terms of Use pending arbitration. In the event any provision of this binding arbitration provision is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Arbitration Provision, which shall be and remain in full force and effect, enforceable in accordance with its terms. BY AGREEING TO THESE TERMS, MEMBER GIVES UP THE RIGHT TO GO TO COURT AND THE RIGHT TO TRIAL BY JURY AND EXPRESSLY ACKNOWLEDGES AND UNDERSTANDS THAT HIS OR HER RIGHTS AND REMEDIES WILL BE DETERMINED BY AN ARBITRATOR AND NOT BY A JUDGE OR JURY. THE PARTIES UNDERSTAND THAT A DETERMINATION BY AN ARBITRATOR IS AS ENFORCEABLE AS ANY ORDER AND IS SUBJECT TO VERY LIMITED REVIEW BY A COURT. YOU AGREE THAT THIS WAIVER IS MADE KNOWINGLY, WILLINGLY, AND VOLUNTARILY.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, YOUR VISIT, THE SITE OR COMPANY'S SERVICES OR PRODUCTS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Privacy Policy

By entering into this Agreement, Member agrees to be bound by Company's Privacy Policy ("Privacy Policy"), which is expressly incorporated into this Agreement by reference and maybe updated by Company at any time without notice. Any and all updates are deemed immediately incorporated into this Agreement.

Notice of Privacy Practices

You acknowledge having access to and reviewing Company's Notice of Privacy Practices which provides information about how the Company and its agents, may use and disclose your protected health information. Our Notice of Privacy Practices is subject to change from time to time. If you have any questions about our Notice of Privacy Practices, please contact the individual identified in the Notice of Privacy Practices.

Images and Licenses and Data

You agree we may collect, store, process, share, and sell images you provide and that we take of you and those with you. This includes uploaded images for your identification, insurance cards, or any image you share with us or upload. You agree we may also capture images of you (live and still images). You agree we may use facial recognition and related technology in relation to your relationship with us and we may share data and images with 3rd parties in order to facilitate our processes. You agree the permission and license to do this exists forever and is non-revocable.

You agree we may use your name, profile any images you provide or that we capture, and information about actions you have taken in connection with our service or services we provided. You agree we may do so without any compensation to you.

You agree when you share, post, or upload content that is covered by intellectual property rights on or in connection with our service, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and

worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. This means, for example, that if you share a photo or you are captured by a camera at our clinics you give us permission to store, copy, and share it with others such as service providers that support our service. You agree this license shall exist for as long as you may have intellectual property right for any covered property.

We use location-related information-such as your current location, where you live, the places you like to go, and the businesses and people you're near-to provide, personalize and improve our services and data. You agree we may capture and share and utilize this information. You agree we may share this information with 3rd parties. Location-related information can be based on things like precise device location, IP addresses, and information from the information you provide to us online.

HIPAA AUTHORIZATION

By checking the box on the registration page, clicking “accept,” registering for an account, or otherwise entering into this authorization online, I hereby authorize Rural Urgent Care, LLC (“RUC”) to use and to disclose any information relating to my relationship with RUC, including protected health information (“PHI”), for the purpose of:

- Marketing services and products to me that may be of interest. For example, RUC may partner with advertisers whose banner ads would appear while you are completing the enrollment process or at other times while you are online.
- RUC may also share your information with advertisers or data intermediators.
- Research involving your PHI, including but not limited to, artificial intelligence, machine learning, medical and academic research.
- In order to serve our mission of bringing healthcare to ever smaller communities, we must look for many ways to support efforts in smaller and smaller locations. To that end, RUC may use and to disclose any information relating to my relationship with RUC, including protected health information for the purpose of selling your PHI, for which RUC will receive remuneration.
- We may text or email PHI to the email and phone numbers you provide, and you agree we may do so
- We may call and leave messages with PHI at the phone number(s) you provide or send texts with PHI to the phone number(s) you; we may send emails with PHI to the email address(es) you provide.
- We may mail PHI to any address you provide.

The persons or classes of persons and entities authorized to receive my PHI include advertisers, drug manufacturers, data aggregators, researchers, medical device manufacturers, healthcare companies, entities related to artificial intelligence and machine learning, vendors supporting RUC business, those having access to the phone number(s) and email address(es) I have provided, those with access to mailing address(es) I have provided, and marketing companies.

PLEASE NOTE THAT RUC WILL RECEIVE COMPENSATION FROM ADVERTISERS AND OTHERS NOTED ABOVE AS PART OF THIS ARRANGEMENT.

This authorization is made concurrently with my acceptance of the Terms and, unless revoked as set forth below, will expire at your written notification of a termination of your relationship with RUC (“Expiration Date”).

I understand that I can revoke this authorization at any time by sending written notice. I understand that after termination, this authorization shall be revoked, except to the extent we have already taken some action before the revocation, including selling your PHI, in reliance upon the authorization. I understand that



that any termination or revocation I send is only applicable to the authorizations in place at the time of our receipt of the termination and not to future authorizations. If I have sent a termination notice as provided for herein prior to today's date, I direct that termination is now null and void and withdrawn and had no bearing on this new authorization.

I understand that the information disclosed pursuant to this authorization is subject to use and potential redisclosure by the advertisers and other recipients who receive my information, and that once my information is shared with advertisers and other 3rd party recipients, it may be no longer be protected by HIPAA or other laws regulating the privacy and security of protected health information.

I also understand that I have the right to refuse to agree to this this authorization, and I understand that a Provider may not condition treatment on my agreeing to this authorization; however, if I do not agree to this authorization, I agree I will not use any of RUC online tools such as online registration or the patient portal (and if I do it constitutes acceptance of this authorization); however, I may continue my relationship with a Provider even if I do not use RUC online tools such as online registration or the patient portal. I understand that this authorization is entirely voluntary.

This authorization is continuing in nature and is to be given full force and effect to allow the use and disclosure any and all of the information described above after the date of this authorization until the Expiration Date.

YOU ARE ENTITLED TO A COPY OF THIS AUTHORIZATION AFTER YOU COMPLETE IT. IF YOU WOULD LIKE A COPY, PRINT THIS SCREEN AFTER EXECUTION, ASK FOR A COPY, OR CONTACT US IF YOU WOULD LIKE A COPY EMAILED TO YOU BY RUC.

IMPORTANT: IF YOU ARE COMPLETING THIS AUTHORIZATION ON BEHALF OF AN INDIVIDUAL, YOU AGREE THAT YOU HAVE COMMUNICATED THESE TERMS TO THAT INDIVIDUAL, TO THE EXTENT POSSIBLE, AND THAT YOU ARE AUTHORIZED TO ACCEPT OR DECLINE THIS AUTHORIZATION ON THEIR BEHALF. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS RUC FOR ANY AND ALL DAMAGES, COSTS, EXPENSES, LIABILITIES, FINES, PENALTIES, JUDGMENTS, COURT COSTS, AND REASONABLE ATTORNEY'S FEES THAT ARISE OUT OF YOUR FAILURE TO COMPLY WITH THE FOREGOING PROVISION.

There may be additional HIPAA authorizations in this documents and you authorize those as well.

Send written HIPAA authorization terminations or copy requests to
RUC
1500 1st Ave North, Unit#3
Birmingham AL 35203

Texting and Email and Phone and Mailing Addresses

You agree we may text and email you in connection with the services we provide or your relationship with us. These texts and email maybe related to the services or be marketing related, and you agree to revied both. You agree and authorize that we may include your PHI on these texts and emails. You agree we may call you on the number(s) you provide. You agree and authorize that we may leave PHI at the number(s) you provide. You agree we may mail you at the address(es) you provide. You agree and authorize that we may send PHI to the addresses(s) you provide. You agree we may market to you at the phone numbers, email address(es), and mailing address(es) you provide, including texting. You agree we may share or sell or other wise utilize the phone numbers, email address(es), and mailing address(es) you provide.

Attorney in Fact

To the extent that the HIPAA, privacy, data, intellectual property, or any other release or authorization herein is considered by us as insufficient, or is voided in any way, you hereby irrevocably appoint us to act as your attorney in fact in order to provide ourselves with such authorization or releases in any form we may need to be in compliance or fully released to our satisfaction. You irrevocably appoint us to act as your attorney in fact in order to provide ourselves with any such authorization, agreements, settlements, or waivers in any form we may need to be in compliance with any rules, ruling, laws, or related requirements from any governmental, regulatory, or healthcare body (such as an insurance company) on any data security, data breach, privacy, HIPAA, intellectual property, or other related matters including intellectual property licenses.

Compliance

Any provision of law or regulation or judicial or administrative interpretation of same that invalidates, or otherwise is inconsistent with the terms of this Agreement that, in the reasonable judgment of either party, would cause one or both parties to be in violation of law or regulation shall be deemed to have suspended that terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law and regulations. The parties agree the Company shall be the final arbiter of what is consentient with the spirit and intent of this Agreement and you agree to proceed and be bound by the Company's interpretation and substitute terms.

Severability

If any part, term or provision of this Agreement, or related agreements, is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties. In the event of any such event, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible and as acceptable to said court. The parties agree the Company shall be the final arbiter of what is consentient with the spirit and intent of this Agreement and the you agree to proceed and be bound by the Company's interpretation and substitute terms.

Survival

All provisions of this Agreement that by their nature or express terms survive the expiration or termination of this Agreement, shall survive such expiration or termination.

Conflict

In the event of a conflict(s) within this document or with other documents, you agree that the Company shall be permitted to make the determination of the controlling language and the associated interpretation. You agree to be bound by our decision and interpretation.

Electronic Signatures

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.



Electronic Signature of Patient or Signature of parent/guardian of minor or the legal representative of the Patient

X [Insert Name they typed]

Date: