



## HEALTHCARE PROVIDER TERMS OF SERVICE

These Healthcare Provider Terms of Service ("Terms of Service") govern the terms and conditions for Healthcare Provider's use of the epsychiatry website to provide Services to epsychiatry's Users, as defined below. Your use and provision of the Services offered by epsychiatry is expressly conditioned on (i) your acceptance of these epsychiatry Healthcare Provider Terms of Service, [Terms of Use](#) and the [Privacy Policy](#) (collectively this "Agreement"), and (ii) your compliance with your professional duties as a licensed provider of healthcare services.

BY CLICKING "I AGREE," OR BY OTHERWISE SIGNING UP OR FOR AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICES (DEFINED BELOW), YOU ARE ENTERING INTO THESE HEALTHCARE PROVIDER TERMS OF SERVICE AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SPECIFIED HEREIN. PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AND DO NOT SIGN UP FOR AN ACCOUNT OR USE THE SERVICES IF YOU ARE UNWILLING OR UNABLE TO BE BOUND BY THESE TERMS.

### OVERVIEW

The obligations set forth in this Agreement are in addition to, and not in lieu of, your professional and legal obligations as a licensed, registered or certified provider of healthcare services. Please carefully review these terms and conditions which will govern your contractual agreement with epsychiatry and your use of the epsychiatry website to provide Healthcare Services to Users. In addition to these Healthcare Provider Terms of Service, in connection with your use of the Services, you are also bound by the epsychiatry [Terms of Use](#) and [Privacy Policy](#) (which are incorporated herein by reference, and collectively, this "Agreement") as well as any other policies, disclosures, disclaimers, amendments to this Agreement and other terms that we post on the Site or otherwise make available to you from time to time, each of which are hereby incorporated by reference. The terms and conditions specified in the Agreement apply to your agreement with epsychiatry and any use by you of the Services on this website. In order to participate in any Services offered by epsychiatry you must read this Agreement and indicate your understanding and acceptance of the terms and conditions specified herein. If you decide not to agree to the terms and conditions specified herein, you may not use the Services.

Throughout these Terms and Conditions, the words " epsychiatry," "we," "us," or "our" mean, collectively, epsychiatry, Inc. and all of its respective affiliates, successors or assigns. "Healthcare Provider," "Provider," "You" or "Your" means the Authorized Person who is a licensed healthcare provider and who establishes an account with epsychiatry which is accessible through the Services, the Site, or any website or partner that offers epsychiatry's services. "User" or "Users" means persons who access the Site as a means to view, evaluate, or use any of the Services, regardless of whether such User or Users are epsychiatry's clients or customers, prospective customers, patients or other persons who receive access to the Services. "Clients" mean any epsychiatry customers or prospective customers, including facilities and/or health plans or any other person or entity who contracts with epsychiatry for access to epsychiatry's Services.

The terms and conditions specified in these Terms of Service apply to any use by you of the Services on epsychiatry.com (the "Site") or epsychiatry's healthcare recruitment services.

epsychiatry is in the business of providing healthcare personnel recruitment services and related technology ("Services") to healthcare payers, facilities and other institutions that are clients of epsychiatry (the "Clients") and to patients seeking Services directly on the Website; and epsychiatry holds administrative agency agreements with independently practicing, state licensed Healthcare Providers on whose behalf epsychiatry has express authority to negotiate service agreements for staffing purposes and for provision of Services on the Website.

Healthcare Provider confirms that you maintain a valid medical license and are otherwise authorized to practice medicine in various states; and desire to engage in the present agency agreement with epsychiatry to contract on your behalf with Clients and/or Users that are seeking healthcare personnel.

HEALTHCARE PROVIDER ACKNOWLEDGES AND AGREES THAT NO SERVICES OFFERED BY epsychiatry OR ITS WEBSITE CONSTITUTE OR INCLUDE THE PROVISION OF MEDICAL CARE OR OTHER PROFESSIONAL SERVICES BY epsychiatry. HEALTHCARE PROVIDERS ARE NOT THE EMPLOYEES OR AGENTS OF epsychiatry. epsychiatry IS NOT A HEALTHCARE PROVIDER AND IS NOT INVOLVED IN THE PRACTICE OF MEDICINE. epsychiatry WILL NOT ASSUME RESPONSIBILITY FOR OR CONTROL OVER THE CARE OF ANY PATIENT, WHICH SHALL AT ALL TIMES REMAIN YOUR RESPONSIBILITY.

Healthcare Provider further acknowledges and agrees that epsychiatry is not a payer or insurer, licensed or otherwise. epsychiatry cannot and will not assume responsibility for or control over the care of any patient treated by Healthcare Provider, the adequacy, reliability, timeliness, completeness or accuracy of clinical information provided by epsychiatry's clients or their patients, which may influence your decisions as a treating provider, or any other activity that involves the practice of medicine or the provision of healthcare services. Healthcare Provider's treatment of patients remains your responsibility at all times.

## **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that you are at all times acting and performing the professional services, duties and functions described herein in the capacity of an independent contractor; that epsychiatry shall neither have nor exercise any control or direction over the methods by which you perform the healthcare services, nor shall you and epsychiatry be deemed partners. epsychiatry will not accept responsibility or liability for your failure to perform the healthcare services. It is expressly agreed by the parties hereto that no work, act, commission or omission by you pursuant to the terms and conditions specified in this Agreement shall be construed to make or render you as an agent, employee or servant of epsychiatry. You will be responsible for the payment of all federal, state and local taxes incurred as a result of this Agreement. You agree to perform Services, at all times, in strict accordance with currently approved and accepted methods and practices in your profession. You further agree to provide services in a professional, timely and competent manner, and to comply with all applicable epsychiatry policies and procedures.

Nothing in this Agreement shall be construed to create a partnership, or an employer and employee

relationship between you and epsychiatry; and you will not be eligible to participate in epsychiatry's employment benefits, including but not limited to, any health insurance or retirement plan. You acknowledge and agree that epsychiatry will not pay or withhold from the compensation paid to you pursuant to these Terms of Service any sums customarily paid or withheld on behalf of employees or consultants for federal and state income tax, unemployment insurance taxes, social security tax, workers' compensation or any other withholding tax, insurance, business license fees or payment pursuant to any law or governmental requirement. All such payments and taxes mentioned above and any similar payments as may be required by law are your sole responsibility. For any Services provided directly to Users on epsychiatry.com, epsychiatry will not provide you with IRS Form 1099 as that billing arrangement is directly between you and the User. For staffing placements made with epsychiatry's Clients, epsychiatry will provide you with IRS Form 1099 as and when provided by law to report your income paid by staffing Client.

You shall at all times remain responsible for the activities, performance, administrative duties, treatment decisions and clinical outcomes of the treatment services provided to Users. epsychiatry shall only provide personnel recruitment and technology services to you, and shall in no way be held accountable, liable or responsible for the administrative duties or patient care Services provided by you. All such authority and responsibility for your administrative duties and treatment of patients shall remain with you, and this may also be addressed in a separate agreement between you and epsychiatry's Clients, including contracted facilities.

## **CREDENTIALING AND PROFESSIONAL LICENSURE**

You shall maintain all applicable licenses and certification requirements and shall at all times meet all licensing, certification or credentialing requirements set forth by any applicable regulatory entity in your area of specialty, as applicable. epsychiatry will not be held responsible for verification of your professional credentials. Notwithstanding the foregoing, epsychiatry reserves the right to verify your licensure status and any other professional credentials in your particular state(s) of practice.

You agree that epsychiatry has permission to share certain credentials with Clients for consideration in providing on-site and/or telemedicine-based patient care. If Client wishes to interview you, epsychiatry will alert you to Client's interest. If you and epsychiatry receive an offer from Client, you will ultimately control whether you will work with Client.

You agree to assist epsychiatry in collecting credentialing materials for review by Clients to confirm you are duly licensed, qualified and authorized to practice, and in good standing without sanction or restriction in practice in the various states in which epsychiatry's Clients operate. You release epsychiatry and its Clients from any and all liability for acts performed in good faith and without malice in connection with evaluating your credentials and qualifications. You agree to notify epsychiatry and Clients if your license and/or privileges to treat patients are revoked, suspended or otherwise encumbered, and if such occurs, epsychiatry and/or Client shall have a right to terminate your services to epsychiatry and/or Client. Should you no longer be licensed, registered or certified, as applicable, or otherwise permitted in a State to provide treatment to patients, you will immediately cease to provide patient treatment, and shall notify

both epsychiatry and Client(s) of such restriction or cessation.

## **PROFESSIONAL LIABILITY INSURANCE**

You will maintain in force throughout the term of this Agreement such policies of professional liability insurance as shall be required to qualify you for primary claim coverage, and to insure you against any claim or claims for damage arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance or any service provided hereunder, including but not limited to, professional liability insurance with minimum primary coverages of \$1,000,000 per claim and \$3,000,000 aggregate. If requested, you shall demonstrate proof of such insurance coverage by providing e-Psychiatry with a copy of the applicable certificate or policy.

## **REGISTRATION**

Use of the Services requires a computer, webcam and internet access connected through an internet service provider with a web browser. In order to provide Services, epsychiatry shall make your Information available on the Site. You agree to complete the epsychiatry online Provider Profile with a description of yourself and services offered in such form and having such content as epsychiatry may determine and communicate to you from time-to-time; you hereby consent to epsychiatry posting your Profile and your photo on the Site so that Users may access such information.

In order to access certain features of the Site and in order to provide Services, you will be required to register on the Site by creating a Provider Profile with epsychiatry and choosing a personal password. You are responsible for safeguarding and maintaining the confidentiality of the password you create when you register and you agree not to disclose your password to any third party in order prevent unauthorized access to your account and to prevent unauthorized use of the Services. You will be solely responsible for any activities or actions taken under your Account, whether or not you have authorized such activities or actions. You are solely responsible for the confidentiality and use of your password and/or security information, as well as for any activities conducted on or through this Site using your password and/or security information. If you believe the security of your password or security information has been lost, stolen or otherwise compromised in any way, you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, you must notify us immediately. We reserve the right to deny your access to the Services or any part thereof, and reserve the right to delete or change any password and/or security information at any time and for any reason.

Changes to your password and other Information can be made in your Provider Profile. Please note that epsychiatry will not charge you a fee for adding, modifying or deleting your Provider Profile. Each time you log in to epsychiatry, we will remind you to update your Information, but you are solely responsible for the accuracy and completeness of your Information. We strongly recommend that you do not use epsychiatry on public computers, and that you do not store your epsychiatry password through your web browser or other software. If you believe your Provider Profile and other access information has been compromised (e.g., your password is lost or stolen, someone attempts to use your username without your consent, your account is accessed without permission, etc.), you must notify epsychiatry immediately. You agree to hold

epsychiatry harmless in the event information stored in epsychiatry's technology system is required to be disclosed by law, or is accidentally or maliciously obtained by a third party, or if you encounter any loss of data or information stored in the system.

## **GOOD STANDING**

epsychiatry maintains its rights to deny, suspend activity, or entirely remove your Provider Profile from our Site should you no longer maintain good standing within licensing agencies or Boards. Additionally, these actions may be taken should epsychiatry believe that you have misreported or misrepresented your qualifications, credentials, memberships, etc., or if you have any action that violates epsychiatry policies.

## **CHANGES IN SERVICE**

We may revise, discontinue, or otherwise modify, temporarily or permanently, the Services or any part thereof, or your access thereto. We also reserve the right at any time to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates. From time to time, the Site may need to perform maintenance upon the Services or may experience hardware, software or other problems related to the Services which result in interrupted service, delays or errors in the Services. epsychiatry will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice can or will be provided.

## **HEALTHCARE PROVIDER'S REPRESENTATIONS and WARRANTIES**

By registering with epsychiatry, you represent and warrant that, except as previously disclosed in writing to epsychiatry, that:

1. You are the Healthcare Provider identified in the epsychiatry [Provider Profile](#) and are at least 18 years of age. You acknowledge that misrepresenting yourself as a Healthcare Provider is an offense that is covered by both state and federal laws and you agree to provide only true and accurate information regarding your identity and Healthcare Provider status;
2. The registration, contact, licensure and other information that you provide on the Site is true, accurate, current and complete. This information includes, but is not limited to, name, address, phone numbers, email addresses, payment information, states and types of licensure and applicable account numbers;
3. Your license or certification in any state has never been suspended, revoked, restricted, or deemed to be probationary; you agree that at any time you are no longer licensed, or otherwise permitted in a State to provide healthcare services, you will immediately cease to use the Services and Website to provide Healthcare Services in that State and shall notify epsychiatry of such restriction or cessation.
4. You have never been denied membership or reappointment of membership on the medical staff of any hospital, if applicable, and your clinical privileges have never been suspended, curtailed, or revoked.

If you are a facility, you agree that anyone in your facility providing healthcare services or performing procedures is licensed, registered or certified, and trained to provide these healthcare services or perform such procedures.

## **HEALTHCARE PROVIDER'S RESPONSIBILITIES**

Except as specifically set forth in these Healthcare Provider Terms of Service, you will be solely responsible for providing all equipment, supplies and services that are required for the effective provision of healthcare services utilizing the Services and Site in accordance with all applicable laws and applicable Payor requirements.

You agree to maintain availability to treat Patients hereunder in the same manner and to the same degree that you maintain availability to treat all other patients. You agree to respond to Patient's scheduling requests within one business day or a similarly reasonable amount of time. epsychiatry will not be liable to you for any errors in appointments scheduled by Users/Patients or for missed appointments by Users/Patients.

You agree to provide epsychiatry with prior thirty (30) day notice if you decide to stop accepting new patients, plan on taking a leave of absence over seven (7) business days, or will cease using the epsychiatry website. You agree to ensure proper transition of care for any Patients for whom you will no longer provide healthcare services.

You agree that epsychiatry may share your Information with any hospital, insurance company, healthcare provider or other similar entity with whom you are professionally affiliated for the purposes of enabling such entities to provide your Information to their patients or clients and/or to book appointments through the Services on their behalf.

You agree to exercise your independent medical judgment and observe the appropriate standard of care in performing patient care services for Clients, including all applicable federal, state and local laws and regulations, and the ethical and professional standards applicable to you now in effect or as may be adopted from time to time by any regulatory or professional standards body having jurisdiction over you. This includes all laws pertaining to the provision of medical services via telemedicine.

You agree to allow epsychiatry to share any information provided in your Provider Profile with Patients, including your treatment fees charged to Users/Patients, licensure status, and any User/Patient feedback.

You understand and agree that compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and applicable state privacy laws is your responsibility. While epsychiatry's technology is designed to provide security of information as required by HIPAA, epsychiatry makes no warranty or representation that your compliance with, or use of, this Agreement and Services respectively, will be adequate or satisfactory to fully comply with HIPAA or state privacy laws. You agree that you shall have ultimate responsibility to ensure that Patient 's medical records and other Personal Information remain confidential and are afforded the privacy and other protections afforded under HIPAA. "Personal Information" means information that identifies the Patient including any "Protected Health

Information" (PHI) that may be used to identify User (such as Patient's name, social security number or address), and/or that relates to a Patient's past, present or future physical or mental health or condition, the provision of health care to User or User's past, present, or future payment for the provision of health care. You agree that epsychiatry may retain quality audit oversight, in an effort to review medical files and provide feedback in certain circumstances.

You agree and confirm that any services provided to minors will be performed under parental/guardian supervision.

You agree that epsychiatry cannot ultimately control your actions or performance as an independent practitioner, and will not accept responsibility or liability for your failure to perform.

You shall exercise your independent medical judgment and observe the appropriate standard of care in performing patient care services for Clients, including all applicable federal, state and local laws and regulations, and the ethical and professional standards applicable to you now in effect or as may be adopted from time to time by any regulatory or professional standards body having jurisdiction over you. This includes all laws pertaining to the provision of medical services via telemedicine.

You shall learn and comply with epsychiatry's and Client's policies and procedures, including those required by the Center for Medicare and Medicaid Service (CMS), NCQA or other applicable regulatory or accrediting organizations to which Healthcare Provider and Clients may be accountable. You confirm that you have, and will continue to comply with all applicable laws (state and Federal), rules and regulations of your profession and the states in which you practice. This includes Healthcare Provider agreement that in accordance with the Omnibus Budget Reconciliation Act of 1989 (OBRA 1989) [42 U.S.C. § 1395], you shall comply with applicable federal fraud and abuse statutes, otherwise known as the physician self-referral statute ("authority Law"), which prohibits a physician from referring Medicare or Medicaid patients to receive designated health services (DHS) to entities with which the physician (or an immediate family member) has a financial relationship, unless an exception applies.

You shall comply with the terms of this Agreement, including the Confidentiality and HIPAA terms outlined herein, and related Client policies, procedures and process, including those related to "Protected Health Information." "Protected Health Information" means any information, in any form, created or received by Healthcare Provider from Clients or any third party regarding any patient treated by Healthcare Provider, including any information received by mail or through remittances on behalf of Clients, that identifies the individual or provides a reasonable basis to believe that the information can be used to identify the individual. For the purposes of this agreement, "Designated Record Set" has the same meaning as the term is defined in 45 CFR §164.504, and "Privacy rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, subparts A and E.

For staffing purposes, you understand that you must complete and maintain a Business Associate Agreement with epsychiatry's Clients. You agree to maintain your scheduled hours of service to Clients in a consistent manner, and will notify epsychiatry and Clients, with the maximum advance notice possible, if you cannot meet your obligations due to illness or another unforeseen conflict, or anticipate time off or any

schedule deviation to allow epsychiatry and Clients to make arrangements for patient coverage.

You agree to cooperate with and participate in epsychiatry's and/or Client's Quality Improvement (QI) Program and participate in all mandatory trainings.

Unless otherwise agreed to, you shall use their own computer hardware to conduct telemedicine services (e.g., computer with webcam and speakers), or hardware supplied by Clients.

You agree to confirm how coverage for patients will be provided by Clients during regular hours, after-hours, weekends, evenings and holidays when you are not scheduled or available to provide Services to patients.

You agree to keep your username, password and other security or access information (collectively, "Access Information") confidential to prevent unauthorized access to your account(s) and use of Services.

Healthcare provider will be solely responsible for any disclosure of your Access Information or use by any unauthorized third party. If you believe your Access Information has been compromised (e.g., your password is lost or stolen, someone attempts to use your username without your consent, your account is accessed without permission, etc.), you must notify epsychiatry immediately. You agree to hold epsychiatry harmless in the event information stored in epsychiatry's technology system is required to be disclosed by law, or is accidentally or maliciously obtained by a third party, or if you encounter any loss of data or information stored in the system.

You agree to notify epsychiatry of any issues that arise in providing service to Clients so epsychiatry can assist you in resolving such matters in a complete and timely manner.

You warrant that your duties and obligations to epsychiatry and epsychiatry's clients are not in conflict with your duties and obligations with other companies and organizations.

You agree to use your own technology for provision of Services. Upon request by Client, epsychiatry may agree to provide certain types of technology (e.g., televideo capabilities) to Healthcare Provider on an "as is" basis without warranty of any kind, express or implied, regarding its reliability or HIPAA compliance, for Healthcare Provider's use within the context of the present agreement. Healthcare Provider acknowledges that epsychiatry's technology is subject to various factors such as malicious third-party vendors, viruses, worms, Trojan horses, power failures, limited internet access, etc. that could impact the functioning of epsychiatry's technology. epsychiatry makes no warranty that the (a) technology services will be uninterrupted, timely, secure, or error-free, or (b) that any information obtained through the use of epsychiatry's technology will be accurate, current, complete or reliable. Healthcare Provider agrees to hold epsychiatry harmless and without liability for any and all financial, clinical and administrative issues associated with the use of epsychiatry's technology.

In instances when a Healthcare Provider serves as a Supervising Physician, Healthcare Provider agrees to supervise Non-physician Practitioner(s) ("NPP"), including but not limited to nurse practitioner(s), in accordance with the rules and regulations set forth by the Healthcare Provider's State Board of Medical Examiners. Healthcare Provider shall have training and/or experience relevant to the work of the NPP.



Healthcare Provider shall be satisfied that NPP has the appropriate education, training and relevant experience necessary to successfully collaborate with respect to the care authorized by state and federal law and regulation and the work and scope of practice of the NPP. Healthcare Provider shall provide the overall direction to the NPP, and maintain final responsibility for the medical services rendered by NPP, for the care of NPP's patients, and for NPP's performance at Client's Facility ("Facility"). It is agreed that Healthcare Provider will supervise NPP's performance only at the Client Facility, and is not responsible for any patients that NPP sees outside of the Facility or for NPP's performance in other practice environments. Healthcare Provider and NPP shall communicate and consult on medical problems, complications, emergencies and patient referral regularly and as necessary consistent with applicable standards of care, the Facility's protocols and as required by law, including without limitation, (a) being continuously available for direct communication with the NPP, either in person, or by telephone or other electronic means, (b) providing active and continuing overview of NPP's activities to ensure that Healthcare Provider's directions regarding patients are being implemented, and to support NPP in the performance of his or her services; (c) personally reviewing (which may include, but is not limited to, face-to-face meetings) NPP's practice and performance of delegated medical services on a regular basis, as necessary to ensure quality patient care, but no less frequently than monthly; and reviewing the charts and records of NPP on a regular basis as necessary to ensure quality patient care. Healthcare Provider shall document his/her review of NPP's performance and the NPP's charts and records in the medical record or otherwise as reasonably practicable; (d) reviewing and counter-signing NPP's prescriptions for, and administration of, Schedule II and Schedule III controlled substances within seven (7) calendar days of such prescription (or earlier, if appropriate for patient care); (f) delineating a predetermined plan for supervision of NPP in emergency situations; and (g) designating an alternate supervising physician in the event that the Physician is absent and/or unable to fulfill his/her supervision responsibilities. Healthcare Provider agrees to perform all the supervision requirements in a manner that is consistent with his or her professional licensure. Healthcare Provider and NPP shall establish a process for evaluation of the NPP's performance.

Nothing in these Terms of Service shall give you any right or authority, either express or implied, to assume or create on behalf of epsychiatry any contract or commitment of any kind or nature without the written consent of epsychiatry.

## **INFORMED CONSENT**

To the extent required by applicable state law, you will be responsible for obtaining the User/Patient's informed consent to any medical diagnosis or treatment, including without limitation, the User/Patient's consent to use telehealth services.

## **COMPLIANCE WITH LAWS AND PROFESSIONAL STANDARDS**

You agree to comply with all federal and state laws or regulations applicable to the services to be provided under this Agreement. You will also comply with applicable ethical and professional standards, including but not limited to applicable laws pertaining to the provision of healthcare services provided via telemedicine.

## PRIVACY AND CONFIDENTIALITY

Provider will maintain the confidentiality of all Users, including Patients' Personal Information accessed by you as permitted in these Terms of Service and consistent with state and federal privacy laws; you acknowledge, agree, release and indemnify epsychiatry from all claims and liability arising out of your failure to have the Patient confirm his or her Personal Information or arising out of any omissions or errors in any Patient's Personal Information provided through the Services. You acknowledge that you have no rights in the Patient's Personal Information maintained by epsychiatry other than as is expressly provided hereunder, and that your use of Patient's Personal Information will not conflict with epsychiatry's [Privacy Policy](#) or your professional and legal duties and obligations.

You also agree not to copy, reproduce, disclose or appropriate for your own use, or for the use of any third party, any of epsychiatry's proprietary or confidential information which becomes known during the term of this agreement, including but not limited to, information disclosed by epsychiatry to you about epsychiatry's business activities, Clients, potential Clients, proprietary technology, contracts, strategic business information, and the results from the Services rendered as part of the present agreement ("Confidential Information"), except such information previously known to you or publicly disclosed to you prior to or subsequent to epsychiatry's disclosure to you, or lawfully disclosed in accordance with applicable laws and regulations. Further, upon termination of this agreement, you agree to return to epsychiatry and their Clients all confidential information. You will not disclose pay structure, rates, or credentialing information received from epsychiatry to any third party without written consent from epsychiatry.

You hereby agree to hold epsychiatry's proprietary information and trade secrets in strict confidence and not to disclose them or otherwise make them available to any person or third party without epsychiatry's prior written consent. You agree that all Proprietary Information shall be used only for the purpose of providing healthcare services on the Site under the Agreement, and will be returned to epsychiatry at such time as you cease using the Services and Site.

epsychiatry will not willingly share information stored within the epsychiatry Site with third parties, except as set forth in the [Privacy Policy](#). However, you agree to hold epsychiatry harmless in the event your information is required to be disclosed by law, or is accidentally or maliciously obtained by a third party.

The confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our affiliates are responsible for the security of any information transmitted via the Internet or the accuracy of the information contained on this Site. You also agree that epsychiatry may use de-identified information received from you and from Users in accordance with the provisions of epsychiatry's Privacy Policy.

During the term of this Agreement, and for one (1) year following the expiration or termination of this Agreement, you agree not to directly or indirectly solicit or contract with e-Psychiatry's Clients or potential Clients to provide treatment or other healthcare services as an employee or consultant.

Healthcare Provider understands that you have the option of inviting outside companies to make known to

you their contracting and employment opportunities through epsychiatry's Jobs market. However, Healthcare Provider will not respond to, contract with, or in any way engage with outside companies or entities that register with epsychiatry as patients for the purpose of recruiting, contracting and/or employing epsychiatry healthcare providers, and Healthcare Provider will report to epsychiatry any outside company that misuses the patient appointment functionality in this manner.

## **RECORD RETENTION AND AUDIT**

You agree to support the Client's requirement to maintain all appropriate records and documents in connection with the performance of this Agreement for periods of time that are sufficient to meet the requirements of state and federal governmental agencies which have the right to examine, audit and copy, at reasonable times and with advance notification and at its own expense, such records and documents as they relate to performance of Services pursuant to the terms of this Agreement.

## **FEES, COMPENSATION & PAYMENTS**

Registration on the epsychiatry is free for all Users, including Healthcare Providers when using epsychiatry's basic services. There is no charge for creating a [Provider Profile](#) and accessing the epsychiatry website. There is no charge to the Healthcare Provider for bidding on patient treatment. epsychiatry reserves the right to change its billing policies upon provision of prior notice to be given in this Agreement.

Patients. For any Services provided directly to patients, Healthcare Providers need to determine and set their own fees for services provided. Healthcare Providers will need to establish their own policy on whether fees will be charged for missed appointments by Users, and this policy should be provided on your website profile and discussed during the first session. At the end of every visit, you have the ability to collect payment, or defer the payment for a missed/no-show appointment. Patient will be charged a fee for telemedicine services provided by HealthCare Provider. This fee will be charged to patient's PayPal or Stripe account and be paid to the Healthcare Provider. Patient agrees to pay all fees and charges for Services provided by Healthcare Provider. epsychiatry may charge the Healthcare Provider a flat rate fee for every telemedicine visit conducted. If epsychiatry provides claims processing services, these may be reimbursed by provider on a flat rate or percentage basis. The transaction will be processed at the time of scheduling the telemedicine Service, but the fee will not be charged until the telemedicine treatment has been provided.

Clients. Payments for Services rendered hereunder by epsychiatry and Healthcare Provider are the sole responsibility of the Client. epsychiatry shall provide billing and collection services in a good faith effort to facilitate timely payment for services between Client and Healthcare Provider. epsychiatry shall submit invoices to Client for payment of the Services. In the event of non-payment of an invoice(s) by the Client, Healthcare Provider's sole recourse shall be to return any advance payments from epsychiatry and pursue payment directly from Client. The Parties agree that the invoices submitted to Client reflect the fair market value for the Services, which may include the recruitment, training and scheduling of personnel and related administrative support, processing and submission of the Healthcare Provider(s) invoices,

collection of Client fees, the provision of related technology by epsychiatry including telephone and fax services, internet based marketing, website and related services, EMR, HIPAA compliant televideo, technology training and 24/7 support, and the clinical services provided by the Healthcare Provider. The Parties agree that epsychiatry is not involved in, responsible for, nor compensated in any direct or indirect way for the treatment of patients, and that such obligations and responsibilities between Client and Healthcare Providers must be addressed in a separate agreement between Client and Healthcare Provider Agreement the terms of which must be consistent with the present agreement.

epsychiatry's Clients are solely responsible for the payment of Services provided by Healthcare Provider. epsychiatry is responsible for submitting Healthcare Provider's invoices to Clients. epsychiatry shall submit Healthcare Provider's invoices for Services on at least a monthly basis to epsychiatry's Clients for payment. Unless otherwise agreed, epsychiatry's Clients are contractually obligated to process invoices within thirty (30) days of receipt. epsychiatry will pay Healthcare Provider for Services rendered once Clients pay Healthcare Provider's invoices for Services.

Healthcare Provider agrees that epsychiatry shall invoice Clients for Healthcare Provider's services each month, shall accept payment from Clients, and shall pay Healthcare Provider their contracted fees for services. Should epsychiatry's Client attempt to renegotiate Healthcare Provider's fees, Healthcare Provider will notify epsychiatry for our assistance in addressing any Client's request for renegotiation.

Healthcare Provider is prohibited from discussing or negotiating Service fees with Client. Healthcare Provider's Services fees may only be discussed directly with epsychiatry.

Any "linked" payment processing accounts with third parties (such as PayPal or Stripe) will appear in your [Provider Profile](#) on the Site, and you will be able to view at least certain summary information for those transactions. epsychiatry will not be responsible for any errors in payments to you that were caused by these linked payment processing accounts. In case of a billing dispute between you and epsychiatry, if we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses under these Terms of Services, including arbitration fees, attorneys' fees and court costs.

You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.

In the event that payment is due to you by or through epsychiatry for your provision of Services, by completing the information in your Profile, including your designation of a bank account for direct deposit of any amounts owed to you, you are authorizing epsychiatry to make deposits to the account. This authorization will remain in effect until you cancel such authorization in your Profile.

## **PRESS RELEASE**

Subject to review and approval by the other, each Party is granted the right to issue a press release announcing this Agreement.

## NOTICES

Any notices to you may be sent to the e-mail address that you provide to epsychiatry when you register on the Site. If you have any questions about these Terms of Service, or if you need to notify us, then contact us at [support@epsychiatry.com](mailto:support@epsychiatry.com), or at the following address:

epsychiatry, Inc. 100 Pearl Street. 14th Floor, Hartford, CT 06103

## TERM AND TERMINATION

This Agreement will take effect at the time you click "I Agree" or use this Site. We reserve the right, to terminate your registration immediately, without notice, if there has been a violation of this Agreement or other policies, terms and conditions posted on the Site. We may also cancel or suspend your registration at any time, without notice, or to deny you access to the Site or related Services, in whole or in part, or to terminate this Agreement for any other reason, including inactivity for an extended period. epsychiatry shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Upon termination of your right to use our Services or Site or our termination of the Services or Site, all licenses and other rights granted to you by these Terms will immediately terminate. Any suspension, termination, or cancellation will not affect your obligations under these Terms of Service including without limitation, Sections 1 (Overview), 2 (Independent Contractor), 7 (Changes in Service), 9 (Healthcare Provider's Responsibilities), 12 (Privacy and Confidentiality), 16 (Third Party Websites; Interest-Based and Other Advertisements), 17 (Limitation of Liability), 18 (Indemnification), 17 (Limitation of Liability), 20 (Governing Law), 21 (General Terms), 22 (Arbitration and Dispute Resolution) and 26 (Severability) which shall remain in full force and effect and survive any termination or expiration of these Terms of Service. You may terminate your Account at any time and for any reason by sending epsychiatry notice or deactivating your account through your Profile. epsychiatry will handle any cancellation request within thirty (30) days of receipt of such a request. In accordance with state and federal requirements, Healthcare Provider shall provide a minimum of thirty (30) days written notice should they wish to terminate their Services to Clients, and shall require that Healthcare Provider assist epsychiatry and Clients in transferring the care of any patients in your caseload to another healthcare provider.

## LIMITATION OF LIABILITY

Except as expressly set forth herein, the Site and related mobile services (including all content, software, functions or other paid products or services, materials and information made available thereon or accessed by means thereof) are provided "As Is." To the fullest extent permissible by law, epsychiatry and its affiliates disclaim all express or implied warranties of any kind, including, but not limited to, warranties of title or implied warranties of merchantability, fitness for a particular purpose (whether or not the purpose has been disclosed), compatibility, security, accuracy or non-infringement of third party rights.

epsychiatry will not be responsible for or relating to the delay, interruption, failure or corruption of any data or other information transmitted in connection with use of this site. epsychiatry does not warrant that the functions contained in the Site or mobile services will be uninterrupted or error-free, that defects will be corrected, that the Site or mobile services will meet any particular criteria of performance or quality, or

that the Site, including forums or the server(s) on which the Site is operated, are free to viruses or other harmful components. epsychiatry assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of this site. epsychiatry will be harmless for any loss of data or information stored in the epsychiatry Site. We do not guarantee the accuracy, reliability or completeness of the Content, software, text, links, communications or other information provided on or through the use of this Site. epsychiatry disclaims all liability or responsibility for (i) the accuracy, reliability, or completeness of User Personal Information or any other data provided by User, (ii) services you provide as a result of your reliance on User's Personal Information or any information provided by User, (iii) the canceling or rescheduling of any appointment booked through epsychiatry.

You agree that epsychiatry shall not be liable for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer by downloading information, software, or other materials from the Site.

In no event will epsychiatry, or its respective officers, directors, employees or agents be liable for any damages (including, without limitation, direct, indirect, incidental, special, consequential or exemplary damages of any kind, damages arising from personal injury/wrongful death, and damages resulting from lost profits, lost data or business interruption), resulting from any services provided by you, whether based on warranty, contract, tort, or any other legal theory and whether or not epsychiatry is advised of the possibility of such damages. WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, REGARDING YOUR QUALIFICATIONS, EXPERTISE, PRICE OR COST INFORMATION OR ANY OTHER INFORMATION PROVIDED ON THE SITE. epsychiatry's total liability, if you have any dispute with us, is limited to (a) the cancellation of your registration and the total amount of fees, if any, actually paid by you for access to and use of the Services, or (b) \$100. You hereby release epsychiatry from any and all obligations, liabilities and claims in excess of this limitation. In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental or exemplary damages arising from your use, or inability to use, the Site and/or the Services.

## **INDEMNIFICATION**

In addition to any of your Indemnification obligations under the Terms of Use, upon a request by us, you agree to defend, indemnify, and hold harmless epsychiatry, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, successors, and assigns from any and all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to any services or treatment provided by you to a User, (b) arising from your breach of the Agreement, or (c) any breach of a representation or warranty hereunder.

## **ENTIRE AGREEMENT**

This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, including the Terms of Use and the Privacy Policy, constitute the entire agreement between you and epsychiatry and supersede all prior agreements between you and epsychiatry. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with

applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Failure by epsychiatry to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.

## **GOVERNING LAW**

This Agreement shall be governed by and construed by the laws of the State in which epsychiatry is headquartered, which is currently Indiana.

## **ARBITRATION AND DISPUTE RESOLUTION**

You agree that all disputes between you and epsychiatry, including without limitation disputes related to this Healthcare Provider User Agreement, your use of services, and/or rights of privacy, will be resolved by binding, individual arbitration under the American Arbitration Association, which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the Agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. You and epsychiatry expressly waive trial by jury. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this Agreement to arbitrate. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement.

## **NO WAIVER BY DELAY OR OMISSION**

This Agreement may not be modified, cancelled, altered or amended by waiver, delay, failure to act, action or conduct, and any alleged modification, cancellation, alteration, or amendment must be in writing and signed by epsychiatry in order to be valid or enforceable. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies..

## **FORCE MAJEURE**

epsychiatry or Client shall not be liable for failure or delay of performance of any of its obligations hereunder if such failure or delay is due to causes beyond its reasonable control including, without limitation, natural disasters, fires, earthquake or storm, strikes, failures of public utilities or common carriers, acts of war, or regulations of any governmental authority, including compliance with any order of any governmental considerations; provided that any such delay or failure shall be remedied by epsychiatry or Client as soon as possible using commercially reasonable efforts after removal of the cause of such failure.

## **ASSIGNMENT**

We may assign, delegate, sub-contract or otherwise transfer our rights and/or obligations under the Agreement, including without limitation, these Terms of Use and epsychiatry's Privacy Policy, in whole or in

part, to any person or entity at any time with or without your consent and without prior notification. This Agreement is personal to you and you may not assign, sub-contract or otherwise transfer this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

## **SEVERABILITY**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

You acknowledge that you have read and understand this Healthcare Provider User Agreement and agree to be bound by the terms and conditions referenced herein.

Last Revised: August 1, 2019

I AGREE