



Melanie Gisler, D.O.
2770 Arapahoe Rd. Ste 132 - 1067
Lafayette, Colorado, US - 80026

Patient/Client Agreement

MGDO

MELANIE GISLER, D.O.

www.drgisler.com

424- 268-3573

PATIENT/CLIENT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is between MGDO, Inc. ("MGDO") and You, the Client identified below ("You," "I," "your," or "Client") as of the date identified below. This Agreement sets forth the contractual rights and obligations of the parties with respect to the services (the "Services") provided by MGDO and Melanie Gisler, D.O. ("Dr. Gisler") described below. This Agreement applies to your use of MGDO's platform for virtual telehealth services (including any content therein) and the Services, including any new versions, updates, supplements, and support services MGDO makes available. By utilizing the Services, You accept the terms of this Agreement. If You do not accept them, You may not use the platform or access the Services.

TERMS AND CONDITIONS

1. GRANT OF LICENSE: Subject to the terms of this Agreement, MGDO grants You, and You hereby accept from MGDO, a limited, nonexclusive, nontransferable license (without a right of sublicense) to access and use the Services and platform and any user documentation related to the Services which is made available to You from time to time by MGDO, exclusively for your internal use, subject to the following conditions. MGDO reserves the right, for any reason, in its sole discretion to terminate, change, suspend or discontinue any aspect of the Services (including, without limitation, content, features, hours of availability, or pricing), your access to or use of the Services, or remove any of your content, at any time, for any reason or for no reason at all, without notice and without penalty. MGDO MAY, AT ANY TIME AND FROM TIME-TO-TIME, CHANGE THE TERMS OF THE AGREEMENT. ANY CHANGES WILL BE POSTED ON THE SITE. IF YOU DO NOT ACCEPT THE TERMS OF ANY MODIFICATION TO THIS AGREEMENT, YOUR ONLY RECOURSE IS TO TERMINATE THE AGREEMENT BY SENDING A TERMINATION NOTICE TO MGDO PRIOR TO THE EFFECTIVE DATE OF THE AMENDMENT. ANY TERMINATION WILL BE EFFECTIVE UPON THE DATE COMPANY RECEIVES SUCH NOTICE. CONTINUED USE OF THE SERVICES BY YOU WILL CONSTITUTE COMPLETE ACCEPTANCE OF THE THEN-CURRENT VERSION OF THIS AGREEMENT POSTED ON THE MGDO SITE. In the event of any termination of this Agreement, any provisions which by their nature show they were intended to survive, including without limitation, provisions relating to ownership, confidentiality, indemnification, disclaimers and limitations of liability shall survive any such termination.



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2. **DISCLAIMER OF WARRANTIES:** You understand that the platform and Services may not accurately process the data You provide about yourself, and the reports provided through the platform or the Services, if any, may not be accurate. MGDO is not obligated to update or modify, in any manner, this or any later version of the platform or the Services. Furthermore, MGDO is not responsible to provide any support to You in connection with your use of the platform or the Services. To the maximum extent permitted by applicable law, MGDO and its suppliers provide the Services, and any technical advice or support services related thereto, AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of non-infringement, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the platform and the Services and the provision of or failure to provide technical or other support services.

3. **LIMITATION OF LIABILITY:** In no event shall MGDO, its agents, representatives, employees, contractors, and all affiliated entities or personnel be liable for any direct, indirect, consequential, incidental, exemplary, punitive special damages or any damages whatsoever whether arising from breach of warranty, breach of contract, negligence or any other legal theory, whether in tort or contract, even if such party has been apprised of the likelihood of such damages occurring, including without limitation, damages from interruption of business, loss of income or opportunities, loss of use of the Services, loss of data, cost of recreating data or cost of capital. Your sole and exclusive remedy for any harm under this Agreement shall be to cease using the Services. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to certain users. Client shall defend, indemnify and hold harmless MGDO and its officers, directors, agents, representatives and employees from and against any claims that arise from or relate to your breach of this Agreement or any other term required as a condition of use of the platform, as well as for claims against Dr. Gisler related to care provided.

4. **MEDICAL AND NON-MEDICAL SERVICES:** You acknowledge that MGDO provides different Services to different clients in different jurisdictions. In California and Colorado, Dr. Gisler is licensed to practice medicine and can provide medical services, but in many cases establishes only a consulting relationship not constituting the practice of medicine (i.e. confirming a diagnosis and accepting primary responsibility for treating patients); in all other jurisdictions, Dr. Gisler strictly limits MGDO to non-medical consultation services. You acknowledge that the provision of assessment tools, findings, and recommendations by MGDO and Dr. Gisler do not constitute the practice of medicine or any other licensed healthcare profession and must be reviewed with your primary care physician.



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5. **CONSENT TO MGDO'S FUNCTIONAL INTEGRATIVE WELLNESS APPROACH:** In seeking the Services of MGDO and Dr. Gisler, You acknowledge that MGDO delivers care virtually and is focused on integrative wellness addressing various chronic conditions. Among other aspects, integrative wellness focuses on metabolic detoxification, cardiometabolic conditions, digestive disorders, metabolism and weight loss, sleep, men's and women's health and wellness, investigation for personalized treatment, nutrition (food allergies, intolerance, detoxification, anti-inflammatory nutrition, weight management), and personalized nutrition supplements. Many of these aspects are beyond the scope of conventional medicine and focus on nutritional, metabolic, and hormonal imbalances, diet, exercise, environmental influences and psychosocial stressors based on the premise that they directly relate to the development and maintenance of illness. Integrative approaches evaluate these influences and then specifically tries to remedy them, encouraging the Client to change negative lifestyle patterns and establish more positive ones. In signing this Agreement, You acknowledge that this is a distinctive approach and that some clients prefer more traditional, conventional, or specifically evidence-based approaches and therapeutic models. In choosing MGDO without consulting with a more traditional, evidence-based practice, You may be foregoing alternative options and it is your responsibility to arrange for such consultations directly with other physicians whose specialties are distinct from MGDO's practice model. The potential risks associated with MGDO's approach include (a) lack of sufficient testing or questionable efficacy to constitute "evidence-based" medicine; (b) use of biologically active agents that can present risks when used in conjunction with conventional medical therapies; (c) potentially unsafe biological or psychological effects that have received insufficient testing; and (d) delay in seeking mainstream treatment based on unvalidated or scientifically unsupported practices. At all times, You understand and agree that You are required to maintain a primary care physician at your own expense, that (if You are a woman), You are required to maintain a gynecologist, and that you will maintain such other specialists, including without limitation a cardiologist, gastroenterologist, or other subspecialist, that your primary care physician may recommend. You agree to consult your primary care physician and not MGDO to provide or refer to emergent and urgent care if needed. You understand that MGDO makes no representations, claims or guarantees that my medical problems or conditions will be cured, solved, or helped by undergoing treatment by MGDO or this approach.

6. **PRODUCT SALES:** You acknowledge that MGDO's online stores allow Clients to directly access recommended vitamins and supplements. You understand that you are not obligated to purchase these products, and can purchase medications, dietary supplements, and other products from any source of your choosing. You understand that the healthcare services you are offered will not be affected if you choose to purchase similar products elsewhere. However, products vary in quality and MGDO may have valid medical reasons for recommending specific products or products she compounds or has for sale. It is further agreed that prior to taking any medication, vitamin or dietary supplement, recommended by MGDO, You disclose current medications and supplements being used and if You are (or maybe) pregnant or have any pre-existing medical condition.



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7. **CONSENT TO TELEHEALTH:** You acknowledge that, as reflected in MGDO's Telehealth Authorization and Consent, MGDO provides telehealth services, meaning that our services are provided virtually to You after your creation of an account, provision of information, payment, review of data, and consultation, all of which are prerequisites to our determination that you are a good candidate for MGDO Services. We reserve the right to decline or terminate service at any point for any reason. Using MGDO's platform or visiting our website and making payment do not establish a provider-patient relationship or duty. Please note that the content on our website is for information purposes only and does not constitute professional medical advice. You acknowledge that your failure to seek in-person care or care from a primary care physician may result in failure to identify a medical condition that needs further investigation or immediate treatment that you need. You understand that although MGDO uses reasonable efforts to safeguard your privacy and the confidentiality of all health information, MGDO cannot make any guarantees. You understand that MGDO will provide detailed information to help you and your doctor make an informed decision about how to manage your health. You understand that all the medicines, supplements or treatments that Dr. Gisler may prescribe or recommend, including over-the-counter medicines and supplements can cause serious side effects and adverse events that include severe allergic reaction, permanent disability, and death. You understand that it is your responsibility to make an informed decision whether to accept a proposed treatment plan after weighing the risks and benefits of the proposed treatment plan with your primary care physician and/or other doctors, considering alternative treatment options and the risks and benefits of such alternatives, and the option of not seeking any treatment. You understand the importance of reading the manufacturer's leaflet that comes with a medicine, including an over-the-counter or behind-the-counter medicine, before taking a medicine because this leaflet includes important information about risks and warnings. You understand that adverse events can be caused by a number of things, including an allergic reaction, side effects, or interactions between a medicine that the doctor prescribes and any medical conditions you may have, other prescription medicines or other things (e.g., supplements, herbs, over-the-counter medicines, or recreational drugs) you are taking, and lifestyle choices such as smoking tobacco products or drinking alcohol.

8. **CLIENT RESPONSIBILITIES:** You acknowledge and understand that You are voluntarily becoming a Client of MGDO and that this agreement is non-transferable and will govern your relationship for all Services provided by Dr. Gisler for your care. You agree that you have read, understand and by signing this Patient/Client Agreement you have accepted and agreed to the terms of MGDO's Telehealth Authorization, the Terms of Use, the Online Privacy Policy (including the Notice of Privacy Practices), and all other information provided about specific services related to the provision of services by Dr. Gisler. You understand that to read important information, located on MGDO's website, you may need to both click on links and various titles to expand the information that's visible below, and that, without clicking on links and titles, you will not be able to read important information that enables you to give informed consent to treatment.



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9. You acknowledge and understand that this Agreement does not provide health insurance coverage, is not a contract of insurance and that it provides only access to the particular Services specifically described herein, subject to MGDO policies. You acknowledge and understand that You are responsible for any charges incurred for healthcare services received outside of MGDO. In order to receive the best possible care, You agree to be actively involved in your care decisions and to disclose all relevant information to MGDO to achieve your health goals. You also agree to inform MGDO of care received elsewhere. You agree to maintain health insurance coverage to cover hospital admissions and/or other catastrophic services, as needed. You agree to maintain insurance coverage to obtain hospital or catastrophic services if needed. You acknowledge that, in an emergency, You must call 911 immediately before contacting MGDO and seek any needed emergency care without waiting for MGDO to respond.

10. HEALTH INFORMATION: You acknowledge and understand that MGDO maintains a record of your health information, and protects the privacy of your health information as per the terms of the accompanying Notice of Privacy Practices, which you acknowledge you have read, understood and agree to the terms set forth therein.

11. TERMINATION: This Agreement shall become effective on the first date of Services and shall continue in full force and effect unless and until terminated by Client, Financially Responsible Party, or MGDO. This Agreement may be terminated by Client at any time and for any reason, or for no reason, by sending a written Services Cancellation Form by email to info@drgisler.com. Upon termination, MGDO shall cease to be responsible for your care. Such notice will be effective on the date actually received. Should You terminate the Agreement after MGDO has begun to provide services, You will be responsible for payment for all services rendered by MGDO through the date on which services actually terminate. You understand that if your account is overdue, You are responsible for resolving the outstanding balance prior to your Services cancellation. You acknowledge and understand that MGDO reserves the right to terminate this Agreement and discharge You as a Client at any time, with or without cause, including failure to pay bills and refusal to cooperate. You will be provided with written notice of termination thirty (30) days in advance of the effective date by email. MGDO will not terminate this Services Agreement solely on the basis of your health status.

12. FINANCIAL RESPONSIBILITY: You hereby acknowledge that payment in full for services rendered or other claims is due upon order through MGDO's website or as otherwise arranged by telephone in accordance with the price and terms stated there, which are incorporated into this Agreement as if set forth herein. Services may be discontinued on either a temporary or permanent basis if the balance is not paid as provided for herein. Financially Responsible Party understands and agrees that he/she is accepting financial responsibility for this debt and will be required to pay for all services provided by MGDO Client and Financially Responsible Party agree to jointly and severally pay any and all costs and expenses incurred by MGDO in the collection of this debt, including but not limited to court costs, attorneys' fees, and costs of appeal.

13. PRICES, TERMS AND CONDITIONS: MGDO reserves the right to amend the prices, terms, and conditions of this Agreement without advance notice to Client/Financially Responsible Party, which may be given by email or directly on the platform. Subject to applicable laws, rules, and regulations, this Agreement represents the entire agreement of the parties regarding the medical services provided by MGDO. No other amendments or modifications may be made by either party without notice to and acceptance in writing by both parties.



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14. **BINDING:** This is part of a legally binding contract by and among the Client named below (“Client” or “You”), MGDO, or any other entity through which services are delivered in connection with MGDO. In the event that You receive services on more than one occasion and/or at more than one location and/or through more than one of our affiliated entities, this Agreement govern our relationship continuously throughout its term. This Agreement incorporates by reference as if set forth here all other documents that we provide or ask You to complete, including without limitation our Notice of Privacy Practices.

15. **CONSENT FOR SERVICES:** Client is voluntarily seeking Services that MGDO provides through Melanie Gisler, D.O. (hereinafter “Provider”). Client is requesting services for the purpose of medical diagnosis and care and or medical consultation, and does hereby consent to all related examinations, treatments, and/or diagnostic procedures as may be deemed advisable by Provider. In the event that payment is made and/or the platform is used by a minor, the minor’s parent(s) and/or guardian will be deemed to have given consent through the provision of a credit card to initiate payment and utilization of the platform.

16. **NOTICE OF CHARGES:** You are responsible for the payment of the fees described on MGDO’s website for the Services. MGDO’s charges do not include any fees for hospital- or other facility-based care, laboratory fees or medication fees. You agree that payment of MGDO’s Fees is your sole and exclusive responsibility. A late fee of ten percent (10%) per annum will accrue on any unpaid balances delinquent for more than thirty (30) days. Delinquent accounts will be referred for collection.

17. **NO GUARANTEES:** You acknowledge and agree that the results You receive are not guaranteed and the Services may not work for You given the unique issues presented by each Client and the nature of the treatment You will receive. The efficacy of the Services does not relieve You of your obligation to pay.

18. **AGREEMENT TO PAY FEES:** In exchange for receiving the Services described in this Agreement, You agree to pay us our Fees. You agree to prepay the Fees via cash, check, credit card or any other method as we request and agree. You acknowledge that MGDO does not participate in any health insurance plans, does not bill insurance, and MGDO fees are not be covered or reimbursable by Medicare or any other insurance.

19. **JOINT AND SEVERAL OBLIGATION; INDEPENDENT OBLIGATION.** If applicable, the Guarantor is directly, jointly, and severally liable to MGDO for the Fees incurred by Client in the course of care, at the rates that we bill and request. The obligations of the Guarantor hereunder are direct and primary and are independent of Client’s obligations, and a separate action may be brought against the Guarantor irrespective of whether an action is brought against Client or any other financially responsible party or whether Client or any such other financially responsible party is joined in such action. The Guarantor’s liability hereunder shall not be contingent upon the exercise or enforcement by Company of any remedies it may have against Client or any other financially responsible party or the enforcement of any lien Company may at any time possess. Any release that may be given by Company to Client or any other financially responsible party shall not release the Guarantor.



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20. CREDIT CARD AUTHORIZATIONS: If You pay by credit card, You authorize us to charge the credit card for services rendered in accordance with the terms and conditions of this Agreement. You understand and acknowledge that any charges made to your credit card under this Agreement will constitute a “final sale.” The amount to be charged to the credit card shall be determined in accordance with the payment terms of the Agreement. Notwithstanding any rejection or declination of the credit card for any reason, You agree to be liable and financially responsible for any and all Fees and charges due for the Services. If there is a credit card dispute, we may immediately suspend acceptance of the credit card and demand payment in full of all amounts due in cash, by electronic transfer or by certified check. If there is a limitation on individual transactions, we may divide the total charge into incremental portions in order to process the charge on the credit card.

21. TERM AND TERMINATION OF SERVICES: This Agreement shall have an initial term of one (1) year, and shall thereafter automatically renew for additional terms until terminated. We may terminate our services to You for any reason, at any time, subject to applicable law. Without limiting the foregoing, we may terminate treatment services in the following situations: If You were not truthful during your encounter with MGDO or about your health condition; or if You breach the terms of this Agreement. The obligations set forth in this Agreement shall survive termination and remain enforceable.

22. CONTACTING US:

22.1 EMERGENCY: If You are experiencing severe pain, distress, or any medical emergency, call 911 and/or go to the nearest hospital emergency room immediately without delay. Contact MGDO only after first seeking emergency care and contacting your primary care physician.

22.2 TELEPHONE: Provider may not immediately be available by telephone. We return messages as promptly as we can, but may be delayed outside of regular business hours, on weekends, and holidays. If Provider is unavailable for an extended period, we will provide You with an alternative contact.

22.3 EMAIL: You may email MGDO at info@drgisler.com regarding administrative matters. Although privacy and security regulations limit the modalities of communication, You hereby authorize MGDO to communicate with You by email message and SMS text, or any other method to which you have consented by providing contact information in your registration and request for Services from MGDO. You acknowledge that we are communicating in this manner irrespective of HIPAA or state legal requirements solely at your direction. You may revoke that permission in writing, at any time, in which event we will stop any further use or disclosure of your medical information by email, except to the extent we have already acted in reliance on your permission. You understand that we are unable to take back any disclosure we have already made with your permission and that we are required to retain our records of the communications prior to any revocation of authorization to utilize email in communicating with you.

23. COOPERATION: You and MGDO agree to cooperate on all matters regarding this Agreement, including, without limitation, taking actions as the other party may reasonably request, for the purpose of carrying out the intent of this Agreement.



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24. **CLIENT RECORDS:** We will retain the original signed Agreement in your personal record and provide You with a copy of the signed Agreement at any time upon your request. We are required to keep an archive of your health records as a Client. Our archive is maintained under lock and key, for a minimum of seven (7) years from the date of your discharge from our platform. You are entitled to receive a copy of your health record under most circumstances.

25. **CONFIDENTIALITY:** Information regarding your healthcare, including payment for healthcare, is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. § 1320d et seq., 45 C.F.R. Parts 160 & 164. Under this law, we may not disclose any protected information except as permitted by law. The law allows us to share information with your caregivers, to bill and collect, to communicate with financially responsible people including the Guarantor, and for our operations. Please see the Notice of Privacy Practices for more information. We will obtain your consent and written authorization prior to the release of information concerning You except in those circumstances when permitted or required by law to release information. Without limiting any of the foregoing, if payment is made by credit card, You further agree as follows: in the event of any credit card dispute as to any services rendered, our staff or representatives are authorized to submit to the applicable credit card company, this Agreement or any other agreement or documents MGDO or its staff deems reasonably necessary to establish that services were rendered and that You agreed to be responsible for payment. We shall submit only minimally necessary portions of your identifying information/records and if further information is required to establish the provision of services, You agree to provide any necessary authorizations in an expeditious manner. Please note that, as a condition of this Agreement, You authorize MGDO to record any videoconferencing interactions (for purposes of ensuring compliance and quality improvement). You also agree that the recording by You of any video or audio recording of any encounter on the platform or during the Services is prohibited without written permission from MGDO. Unless You have otherwise specified in writing to info@drgisler.com, You authorize MGDO to contact You through any modality of communication or contact information provided in the registration.

26. **GRIEVANCES:** If You feel that You are being mistreated or treated inappropriately and wish to complain, You may do so by submitting a written complaint to MGDO at info@drgisler.com. We will review your complaint and the findings and recommendations will be reported back to You within three (3) business days. We will review your complaint and the finding and recommendations of our review will be reported back to You within (3) business days.

27. **NOTICE TO CONSUMERS:** You acknowledge that You understand that physicians in California are licensed and regulated by the Medical Board of California. More information is available from the Medical Board at (800) 633-2322 and www.mbc.ca.gov.



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28. DISPUTE RESOLUTION: In the event that any disagreement, dispute or claim arises among the parties hereto with respect to the enforcement or interpretation of this Agreement or any specific terms and provisions hereof or with respect to whether an alleged breach or default hereof has or has not occurred (collectively, a "Dispute"), such Dispute shall be settled in accordance with the arbitration provisions of this Agreement. Any dispute as to medical malpractice shall be determined by submission to arbitration as provided in the Arbitration Agreement attached as Attachment 3, if applicable. All other disputes that cannot be resolved by the parties within sixty (60) days of a demand shall be resolved by final and binding arbitration before a single arbitrator who shall be a retired judge or attorney (the "Arbitration"), which shall be initiated and administered by and in accordance with the then current arbitration rules of JAMS in Los Angeles County, with the exact time and location decided by the arbitrator selected in accordance with the then current arbitration rules of JAMS, subject to the requirement that the arbitration be completed within 60 days. The arbitrator shall apply California substantive law or federal substantive law where state law is preempted. Discovery shall be limited and minimal, with the arbitrator selected having the power to enforce the rights, remedies, duties, liabilities, and obligations of discovery by the imposition of the same terms, conditions, and penalties as can be imposed in like circumstances in a civil action by a court of competent jurisdiction of the State of California. The arbitrator(s) shall have the power to grant all legal and equitable remedies provided by California law and award compensatory damages provided by California law, except that punitive damages shall not be awarded. The arbitrator(s) shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. The arbitration award may be enforced through an action thereon brought in the Superior Court for the State of California in Los Angeles County. The prevailing party in any Arbitration hereunder shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and any other expenses incurred directly or indirectly with said Arbitration, including without limitation the fees and expenses of the arbitrator(s).

29. MISCELLANEOUS:

29.1 Amendments. This Agreement shall not be modified or amended except by a written document executed by all parties to this Agreement, and such written modifications shall be attached hereto.

29.2 Successors and Assigns. Client may not assign this Agreement or delegate any right or duty hereunder without the prior written consent of MGDO. Subject to the foregoing, this Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, estates, successors in interest, legatees, permitted transferees, and assigns.

29.3 Severability. If any provision in this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, You agree that the remainder of this Agreement shall remain in full force and shall not be affected by the invalid or unenforceable provision. No provision in this Agreement shall be deemed dependent on any other provision unless expressly stated in this Agreement.

29.4 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of Services if served personally on the party to whom notice is to be given, or within four (4) days after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage



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prepaid, and properly addressed to MGDO at the address set forth above or Client at his or her address as set forth above, or any other address that any party may designate by written notice to the others.

29.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law or choice of law provisions or decisions.

29.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29.7 Integration. This Agreement, and all attachments, exhibits, and other agreements referenced herein or contemplated hereby constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

29.8 Waiver. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

29.9 Force Majeure. MGDO shall not be liable for any injury, damage, claim, loss, or failure in performance under this Agreement resulting, directly or indirectly, from activities beyond MGDO's control, including without limitation acts of God, accidents, fires, explosions, earthquakes, floods, failure of transportation, equipment, or supplies, vandalism, strikes, infectious diseases, or other similar causes beyond control.

I HEREBY CERTIFY THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS OF THIS SERVICES AGREEMENT, USE OF THE MGDO PLATFORM, AND RECEIPT OF SERVICES THROUGH MGDO. I FURTHER ACKNOWLEDGE AND AGREE TO ALL OTHER TERMS PUBLISHED ON MGDO'S WEBSITE, INCLUDING WITHOUT LIMITATION THE TERMS OF USE, PRIVACY POLICY, AND TELEHEALTH AUTHORIZATION WHICH ARE EACH INCORPORATED BY REFERENCE AS IF SET FORTH HEREIN.

BY SIGNING BELOW OR CLICKING ABOVE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT SIGN BELOW OR CLICK ABOVE AND DO NOT USE THE SERVICES. YOUR USE OF THE PLATFORM AND THE SERVICES ARE SUBJECT AT ALL TIMES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF, AT ANY TIME, YOU NO LONGER WISH TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SERVICES. FOR THE PURPOSES OF THIS AGREEMENT, "YOU," "I," AND "CLIENT" SHALL MEAN THE INDIVIDUAL TO WHOM THE USERNAME AND PASSWORD USED TO ACCESS THIS AGREEMENT ISS ASSIGNED AND HIS, HER OR ITS AFFILIATES, EMPLOYEES, AGENTS AND PERMITTED SUCCESSORS AND ASSIGNS.

PATIENT/CLIENT SIGNATURE *



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