

Consent to Telehealth Service

Consent to Telehealth Service

BY CLICKING “I AGREE,”, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS CONSENT.

IF YOU HAVE A MEDICAL EMERGENCY, SEEK IN-PERSON EMERGENCY CARE IMMEDIATELY OR DIAL 911

PURPOSE

The purpose of this consent form (“Consent”) is to provide you with information about telehealth and to obtain your informed consent to the use of telehealth in the delivery of healthcare services to you by physicians, and nurse practitioners (“Providers”) using the online platforms operated by Body Shapes Medical Management, LLC (BSMM, LLC) through a licensing agreement with the tradename Ennu. In this Consent, the terms “you” and “yours” refer to the person using the Service.

USE OF TELEHEALTH

Telehealth involves the delivery of healthcare services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education, and may include, but is not limited to, one or more of the following: electronic transmission of medical records, photo images, personal health information or other data between a patient and a healthcare provider; interactions between a patient and healthcare provider via audio, video and/or data communications (such as secure messaging); use of output data from medical devices, sound and video files, and recording of telehealth visits.

By agreeing to the recording of these telehealth visits, you acknowledge and understand the following:

Purpose of Recording:

The recordings may be used for training healthcare professionals, ensuring quality control in service delivery, and improving the overall telehealth experience for patients.

Confidentiality:

I understand that my privacy and confidentiality will be maintained to the fullest extent possible. The recordings will be securely stored and accessed only by authorized personnel involved in training and quality control processes.

Anonymity:

Any recordings used for training and quality control will be de-identified to protect my identity. Personal information such as name, address, and other identifying details will be removed or obscured from the recordings.

Right to Decline Recording:

I acknowledge that participation in recorded telehealth visits is voluntary, and I have the right to decline the recording of any session without affecting my access to care.

Duration of Consent:

This consent will remain valid for all telehealth visits conducted with Ennu platform until it is revoked by me in writing.

ANTICIPATED BENEFITS

The use of telehealth may have the following possible benefits: making it easier and more efficient for you to access medical care and treatment for the conditions treated by your Provider(s); allowing you to obtain medical care and treatment by Provider(s) at times that are convenient for you; and enabling you to interact with Provider(s) without the necessity of an in-office appointment.

POTENTIAL RISKS

While the use of telehealth in the delivery of care can provide potential benefits for you, there are also

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potential risks associated with the use of telehealth and other technology.

These risks include, but may not be limited to the following: the quality, accuracy or effectiveness of the services you receive from your Provider could be limited; technology, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology, including the Service, unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost; failures of technology may also impact your Provider(s) ability to correctly diagnose or treat your medical condition; the inability of your Provider(s) to conduct certain tests or assess vital signs in-person may in some cases prevent the Provider(s) from providing a diagnosis or treatment or from identifying the need for emergency medical care or treatment for you; your Provider(s) may not be able to provide medical treatment for your particular condition and you may be required to seek alternative healthcare or emergency care services; delays in medical evaluation/treatment could occur due to

unavailability of your Provider(s) or deficiencies or failures of the technology or electronic equipment used; the electronic systems or other security protocols or safeguards used could fail, causing a breach of privacy of your medical or other information; given regulatory requirements in certain jurisdictions, your Provider(s) diagnosis and/or treatment options, especially pertaining to certain prescriptions, may be limited; a lack of access to all of your medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

FOLLOW-UP CARE; EMERGENCY SITUATIONS

If the situation is an emergency, call 911. In some situations, telehealth is not an appropriate method of care. If you require immediate or urgent care, you must seek care at an emergency room facility or other provider equipped to deliver urgent or emergent care. If you are not experiencing an emergency or do not require immediate or urgent care, you can communicate with Providers through the secure message service in the Platforms. If a technical failure prevents you from communicating with your Providers through the Platforms, you should call the following number: Phone: (866) 420-9260 (M-F 9AM – 5PM EST).

DATA PRIVACY AND PROTECTION

The electronic systems used in the Service will incorporate network and software security protocols to protect the privacy and security of your information and will include measures to safeguard data against intentional or unintentional corruption. Personal information that identifies you or contains protected health information will not be disclosed to any third party without your consent, except as authorized by law for the purposes of consultation, treatment, payment/billing, and certain administrative purposes, or as otherwise set forth in your Provider's Notice of Privacy Practices.

LABORATORY PRODUCTS AND SERVICES

Certain healthcare services provided to you by Providers via the Service may require that you complete an at-home diagnostic test. These diagnostic tests are provided by third-party laboratories, and neither Ennu nor your Provider(s) can guarantee the accuracy or reliability of these tests. These laboratory tests can provide false negative, false positive, or inconclusive results that could impact your Provider(s) ability to correctly diagnose or treat your medical conditions. A failure or defect of these tests could also impact your Provider(s) ability to correctly diagnose or treat your medical conditions.

YOUR ACKNOWLEDGMENTS

By clicking “I Agree”, checking a related box to signify your acceptance, using any other acceptance protocol presented through the Service or otherwise affirmatively accepting this consent, you are agreeing and providing your consent with respect to the following: Healthcare services provided to you by Providers via the Service will be provided by telehealth. Certain technology, including the Service, may be used while still in a beta testing and development phase, and before such technology is a final and finished product. Technology used to deliver care, including the Service, may contain bugs or other errors, including ones which may limit functionality, produce erroneous results, render part or all of such technology unavailable or inoperable, produce incorrect records, transmissions, data or content, or cause records, transmissions, data or content to be corrupted or lost, any or all of which could limit or otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). Certain diagnostic testing services, including laboratory products and services offered through the Service, may contain defects, including ones which may limit functionality or produce erroneous results, any or all of which could limit or



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otherwise impact the quality, accuracy and/or effectiveness of the medical care or other services that you receive from your Provider(s). The delivery of healthcare services via telehealth is an evolving field and the use of telehealth or other technology in your medical care and treatment from Provider(s) may include uses of technology different from those described in this Consent or not specifically described in this Consent. No potential benefits from the use of telehealth or other technology or specific results can be guaranteed, including any laboratory testing results or related diagnosis or treatment by your Provider(s). Your condition may not be cured or improved, and in some cases, may get worse. There are limitations in the provision of medical care and treatment via telehealth and technology, including the Service, and you may not be able to receive diagnosis and/or treatment through telehealth for every condition for which you seek diagnosis and/or treatment. There are potential risks to the use of telehealth and other technology, including but not limited to the risks described in this Consent. You have the opportunity to discuss the use of telehealth, including the Service, with your Provider(s), including the benefits and risks of such use and the alternatives to the use of telehealth. You have the right to withdraw your consent to the use of telehealth in the course of your care, without prejudice to any future care or treatment and without risking the loss or withdrawal of any health benefits to which you are entitled, but you understand that the Providers who utilize the Service do not offer in-person treatment. Any withdrawal of your consent will be effective upon receipt of written notice to your Providers, except that such withdrawal will not have any effect on any action taken by Ennu or your Provider(s) in reliance on this Consent before it receives your written notice of withdrawal. Any withdrawal of your consent will not affect any other provision of this Consent, and you will continue to be bound by this Consent. You understand that the use of telehealth involves electronic communication of your personal medical information to Provider(s). You understand that it is your duty to provide Ennu and your Provider(s) truthful, accurate and complete information, including all relevant information regarding care that you may have received or may be receiving from healthcare providers. You understand that each of your Provider(s) may determine in his or sole discretion that your condition is not suitable for diagnosis and/or treatment using telehealth technology, including the Service, and that you may need to seek medical care and treatment from your Provider(s), or a specialist or other healthcare provider, outside of such telehealth technology. BSMM, LLC has a commercial relationship with New Vitalis, LLC and Labcorp.

BSMM, LLC has a financial relationship with the entity that employs or contracts with your Provider. You are free to obtain your medical examination from another healthcare provider that is not associated with the Ennu platform. Ennu will use its pharmacy partner to fulfill your order directly to your door. You are free to obtain your prescription from any pharmacy of your choice by contacting our support team. You must pay the full amount of the costs associated with use of the Service, including any prescriptions that are not covered by insurance.

CONTROLLED SUBSTANCES AGREEMENT

I have been informed that individuals who are prescribed certain controlled substances can abuse those substances or may allow abuse by others and have some associated risks. Therefore, I have been informed that it is necessary to observe strict rules pertaining to their use, and I agree to follow the terms and procedures described in this Agreement as consideration for, and as a condition of, the willingness of the provider who is prescribing or continuing to prescribe controlled substances.

1. I will inform my provider of any current or past substance abuse, or any current or past substance abuse of any immediate member of my immediate family.
2. I will inform Ennu of any new medications or medical conditions, and of any adverse effects I experience from any of the medications that I take.
3. I will inform my other health care providers that I am taking controlled substances. In the event of an emergency, I will provide the foregoing information to the emergency department.
4. I agree that my prescribing provider has permission to discuss all diagnostic and treatment details with other health care providers, pharmacists, or other professionals who provide my health care regarding my use of controlled substances for purposes of maintaining accountability.
5. I will not allow anyone else to have, use, sell, or otherwise have access to these medications. The sharing of medications with anyone is absolutely forbidden and is against the law.
6. I understand that controlled substances may be hazardous or lethal to a person who is not tolerant to their effects, especially a child, and that I must keep them out of reach of such people for their own safety.
7. I understand that tampering with a written prescription is a felony and I will not change or tamper with my



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provider’s written prescription.

- 8. I am aware that attempting to obtain a controlled substance under false pretenses is illegal.
- 9. I will take my medication as instructed and prescribed, and I will not exceed the maximum prescribed dose. Any change in dosage must be approved by my provider.
- 10. I understand that medications may not be replaced if they are lost, damaged, or stolen. If any of these situations arise that cause me to request an early refill of my medication, a copy of a filed police report or a statement from me explaining the circumstances may be required before additional prescriptions are considered. If I request an early refill secondary to lost, damaged, or stolen prescriptions twice within a year, I may be discharged from the practice.
- 11. If the responsible legal authorities have questions concerning my treatment, as may occur, for example, if I obtained medication at several pharmacies, all confidentiality is waived, and these authorities may be given full access to my full records of controlled substances administration.
- 12. I will keep my scheduled appointments in order to receive medication renewals. If I need to cancel my appointment, I will do so a minimum of twenty-four (24) hours before it is scheduled.
- 13. I understand that failure to adhere to these policies and/or failure to comply with provider’s treatment plan may result in cessation of therapy with controlled substance prescribing by this provider or referral for further specialty assessment, as well as possible discharge from the practice.

MEDICAL SERVICES PROVIDED

- 1. You understand all medical services, advice and prescriptions are made independently and at the sole discretion of the provider. The medical provider is contracted by their respective medical entity which is 100% owned by a medical professional licensed in the state in which you reside. BSMM, LLC, “Ennu” or any management, owners, board members or associates do not provide medical care, diagnosis or prescriptive authority.
- 2. Medical Services provided by Primary Medical of KY, P.S.C., Elite Health Services, P.A., Co., Primary Medical of IN, P.C.

☐ I AGREE

Member First Name: {{patient_first_name}} Member Last Name: {{patient_last_name}}

Date: {{current_date}}

Date of Birth: {{patient_birthdate}}

Member Signature

X

Alex AssessmentTest
(Awaiting Signature)

X

Alex AssessmentTest
(Awaiting Signature)



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X _____ (Awaiting Signature)	X _____ (Awaiting Signature)
X _____ (Awaiting Signature)	X _____ Ted Ennenbach (Awaiting Signature)
X _____ Ted Ennenbach (Awaiting Signature)	X _____ Ted Ennenbach (Awaiting Signature)
X _____ Ted Ennenbach (Awaiting Signature)	X _____ Lynn Scott (Awaiting Signature)
X _____ Lynn Scott (Awaiting Signature)	X _____ Lynn Scott (Awaiting Signature)
X _____ Lynn Scott (Awaiting Signature)	X _____ EnnuLife Patient Docs (Awaiting Signature)



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X

EnnuLife Patient Docs
(Awaiting Signature)

X

EnnuLife Patient Docs
(Awaiting Signature)

X

EnnuLife Patient Docs
(Awaiting Signature)



Signature Certificate

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EnnuLife Patient Docs
Party ID: 912778d3-c6da-470f-8c3c-b93a78d14947

Awaiting signature



Lynn Scott
Party ID: 9b317c7c-cb4c-47e2-b751-d35f95204d2d

Awaiting signature



Ted Ennenbach
Party ID: 53ef3992-70b1-4f77-87d7-c48bb41977d1

Awaiting signature



Party ID: f77b9040-fd92-435e-b963-8872205d5f9e

Awaiting signature



Alex AssessmentTest
Party ID: 6673d599-4b58-4710-8a47-9f5cb69caf4e

Awaiting signature

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