

## 1. INTRODUCTION AND DEFINITIONS

1.1 These Terms of Service ("Terms") govern your access to and use of the website <https://bodywisemd.com> ("Website") operated by Stacy Hom, ("Physician," "we," "us," or "our"), a direct specialty care physician licensed in the State of Maryland. By accessing or using the Website, you agree to be bound by these Terms. If you disagree with any part of the Terms, you may not access the Website. For the purposes of these Terms: "User" or "you" means any individual accessing or using the Website.

## 2. COMPLIANCE WITH MARYLAND REGULATIONS

2.1 This Website complies with all applicable laws and regulations governing medical practice websites, including but not limited to:

- a. The Medical Practice Act found in Maryland Health Occupations Code Ann. § 14-101
  - b. State Board of Medicine regulations (COMAR 10.32.02)
  - c. Maryland's Telehealth Law (Md. Code Ann., Health-Gen. § 15-139)
  - d. The Maryland Personal Information Protection Act (Md. Code Ann., Com. Law § 14-3501 et seq.)
  - e. The Health Care Facilities Act (Title 19 of the Health-General Article in the Maryland Code)
- 2.2 We adhere to all advertising and professional conduct standards set forth by the State Board of Medicine.

## 3. DESCRIPTION OF OBESITY MEDICINE SERVICES

3.1 Direct Specialty Care Model: Our practice operates on a Direct Specialty Care model, which means that patients pay a periodic fee for access to:

- a. Comprehensive obesity medicine evaluations;
- b. Metabolic health assessments;
- c. Personalized weight management strategies;
- d. Nutritional counseling;
- e. Medical technology-assisted interventions; and
- f. Pharmacological management of obesity, when clinically appropriate.

3.2 Services Covered as listed under the appropriate tabs on the Website.

3.3 Services Not Included:

- a. Our services are not a substitute for emergency medical services. In case of a medical emergency, please call 911 or go to the nearest emergency room.
- b. We do not provide 24/7 urgent care. Our clinic hours are Monday through Friday from 9am – 3pm and by appointment only and after-hours support is limited to non-urgent matters.
- c. Our practice is specialized in obesity-related medical management. We do not provide primary care services or manage conditions unrelated to obesity and metabolic health.

d. We do not prescribe controlled substances for weight loss unless deemed medically necessary after a comprehensive evaluation.

#### **4. PRIVACY AND HIPAA COMPLIANCE**

4.1 HIPAA Compliance: We are committed to protecting your privacy and maintaining the confidentiality of your protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including the Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) and the Security Rule (45 CFR Part 160 and Subparts A and C of Part 164).

4.2 Notice of Privacy Practices: Our use and disclosure of protected health information is described in our Notice of Privacy Practices, which is available on the Website and incorporated by reference into these Terms. We encourage you to review this notice carefully.

4.3 Data Collection and Use: We collect and use your personal information as described in our Privacy Policy, which is incorporated by reference into these Terms. By using the Website, you consent to such collection and use of your personal information.

#### **5. MEDICAL DISCLAIMERS AND LIMITATIONS**

5.1 No Doctor-Patient Relationship: Use of this Website does not create a doctor-patient relationship. A doctor-patient relationship is only established through our Membership Agreement and in-person or telemedicine consultations.

5.2 Not for Medical Emergencies: The Website is not designed to and does not provide emergency medical services. In the event of a medical emergency, immediately call 911 or your local emergency medical services.

5.3 Medical Advice Disclaimer: The information provided on the Website is for general informational purposes only and is not intended as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website.

5.4 Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE PHYSICIAN BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

- a. This limitation does not apply to:
- b. Liability arising from gross negligence or willful misconduct in the provision of medical services
- c. Any other liability that cannot be excluded or limited under applicable law
- d. Nothing in these Terms shall limit or exclude our liability for:
- e. Death or personal injury resulting from our negligence
- f. Fraud or fraudulent misrepresentation

- g. Any other matter in respect of which it would be unlawful for us to exclude or restrict liability

## **6. TELEMEDICINE SERVICES**

6.1 **Telemedicine Defined:** Telemedicine involves the use of electronic communications to enable the Physician to provide certain medical services to patients remotely. Our telemedicine services comply with all applicable laws and regulations, including the Telehealth Law (Md. Code Ann., Health-Gen. § 15-139).

6.2 **Telemedicine Platforms:** We use Hint, a HIPAA-compliant telemedicine platform, to provide secure video consultations. This platform employs end-to-end encryption and other security measures to protect your privacy.

6.3 **Limitations:** You understand that telemedicine has limitations compared to in-person visits, including:

- a. The inability to perform physical examinations or certain diagnostic tests
- b. Potential for technical difficulties that may disrupt or delay the consultation
- c. Possible need for in-person follow-up visits if the telemedicine consultation is insufficient

6.4 **Technical Issues:** You acknowledge that technical difficulties may occur and interrupt service. If a telemedicine session is interrupted and cannot be resumed, you should call our office to schedule an in-person appointment if necessary.

6.5 **Privacy Risks:** While we use secure platforms for telemedicine services, you acknowledge that electronic communication comes with inherent privacy risks. We will take all reasonable precautions to protect your information, but we cannot guarantee the security of data transmitted over the internet.

## **7. MEDICAL RECORDS**

7.1 **Record Retention:** We maintain medical records in accordance with law and regulations, which generally require retention for at least 7 years from the last date of service.

7.2 **Access to Records:** You have the right to access your medical records. To request access, please contact our office in writing. We may charge a reasonable fee for copying and mailing records.

7.3 **Release of Records:** We will only release your medical records with your written authorization or as required by law.

## **8. INTELLECTUAL PROPERTY**

8.1 **Ownership:** The Website and its entire contents, features, and functionality are owned by the Physician and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

8.2 **Limited License:** We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for your personal, non-commercial use.

## **9. DISPUTE RESOLUTION AND GOVERNING LAW**

9.1 **Governing Law:** These Terms and any dispute arising out of or related to them shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice or

conflict of law provision or rule.

9.2 Dispute Resolution: Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, in each case located in the City of Bethesda and County of Montgomery. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

9.3 Alternative Dispute Resolution: Before filing any legal action, we encourage you to contact us to attempt to resolve any disputes informally. If informal resolution is unsuccessful, the parties agree to engage in mediation before pursuing litigation.

## **10. MODIFICATIONS TO TERMS AND SERVICES**

10.1 Changes to Terms: We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

10.2 Changes to Services: We reserve the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice to you. We will make reasonable efforts to communicate any significant changes to our Services in advance.

## **11. CONTACT INFORMATION**

For any questions about these Terms or our Services, please contact us at:

BodyWise Health

Attn: Stacy Hom

4853 Cordell Ave PH-10

Bethesda, MD 20814

## **ACKNOWLEDGMENT**

BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU ARE NOT AUTHORIZED TO USE THE WEBSITE.