

## Included Health Terms of Service

# Included Health Terms of Service

**Effective date:** September 15, 2023

We encourage you to read this document to understand the terms, policies, and more that apply to you when you use our websites, products, or services, including how we process your personal information and how you can update and manage that information.

Please also note, for members of our Included Health application, many features of the Doctor On Demand application have been integrated into the Included Health application, with the goal to provide you a seamless digital health experience. However, some features have not yet been incorporated, and some Users may need to visit the Doctor On Demand application to access certain of these features.

---

## Included Health Terms of Service

### Welcome and thank you for visiting Included Health!

Included Health, Inc. ("**Included Health**", "**Company**", "**we**", "**us**", or "**our**") operates the websites located at [includedhealth.com](https://includedhealth.com) and [doctorondemand.com](https://doctorondemand.com), and other websites, products, services, and mobile applications with links to this Terms of Service ("**Terms**"), including without limitation the Doctor On Demand webpages and secure applications (collectively, the "**Sites**" or "**Websites**", unless otherwise specified). Users of the Sites or Services are referred below as "**Users**", "**Members**", "**you**", "**your**", or "**yours**".

Please read these Terms carefully before using the Sites or Services. By visiting or using any of the Sites or Services, you are accepting the practices and provisions described in these Terms, as well as our [Privacy Policy](#) and other terms, agreements, statements of rights, consent forms, and policies referenced above. If you do not agree to these Terms, or any of the documents referenced above, please do not use our Sites or Services.

 **page** visiting or using any of our Sites or Services, including Grand Rounds by Included Health ("**Grand Rounds**"), and Doctor On Demand by Included Health ("**Doctor On**

**Demand**”), or any other website or mobile application that reference or link to these Terms, your information will be processed by Included Health for the purposes stated in the Included Health [Privacy Policy](#), and in accordance with the Doctor On Demand Professionals [Notice of Privacy Practices](#), where applicable and legally permissible.

## **Update To These Terms and Conditions**

Included Health’s Sites are owned and operated by Included Health. Our Sites are continually under development and changes to the Sites or Services may be made at any time. We reserve the right to revise or remove any part of these Terms in our sole discretion at any time and without prior notice to you, except where legally required. Thus, you should visit this page periodically for changes. Any changes to these Terms are effective upon posting to the Sites, unless otherwise specified. If you disagree with these Terms, your sole remedy is to discontinue your use of the Sites and Services. Your continued use after a change has been posted constitutes your acceptance of the changes.

## **Health Services & Information**

Included Health does not engage in the practice of medicine. We do offer online telehealth services enabling our Members to report their health history and engage independent healthcare professionals (“Healthcare Professionals”) to obtain medical and healthcare services (“Clinical Services”), as well as provide behavioral health coaching from Coaches (“Coaches”) who do not provide professional or clinical services. For Clinical Services that require the practice of medicine, we work with independent, physician-owned medical groups with a network of United States based providers (“**Providers**”), who provide telehealth services and medical advice via our Sites (collectively, “**Doctor On Demand Professionals**”). Such Providers are not employed by us, and are solely responsible for the quality and appropriateness of the care and advice they render to you. Neither we nor Doctor On Demand Professionals are insurance providers. Please refer to the Doctor On Demand Professionals [Notice of Privacy Practices](#) to learn more about these groups and how they’re organized.

Included Health does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by Healthcare Professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither Included Health nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice you obtain from a Healthcare Professional via the

While we work with the Doctor On Demand Professionals for provision of certain virtual care Services, not all of our Users receive such Services. Dial 911 if you are in an emergency life-threatening situation or need emergency medical attention. General health information that may be contained on one of our Sites is not a substitute for professional health care.

The personal information we receive or obtain through your use of the Services may be subject to different state and federal privacy laws, including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Descriptions in the Terms and our [Privacy Policy](#) regarding our collection, use and disclosure of personal information may be subject to or further restricted by the requirements of these laws. In addition, where Included Health collects, creates, maintains, uses and discloses Protected Health Information (“PHI”), which is personally identifiable health information protected by HIPAA, we may be and likely are subject to certain agreements, including with health plans and health care providers. In those cases, our collection, creation, maintenance, use and disclosure of PHI will be in accordance with such agreements and your health plan’s Notice of Privacy Practices, where and as applicable. As such, references below to HIPAA, PHI, and related terms are provided for informational purposes. For official notices concerning, or for more information or questions about, the use and disclosure of your PHI, please refer to your health plan’s Notice of Privacy Practices, where and as applicable.

## **User Accounts**

You are not obligated to register with Included Health in order to access our Sites. However, in order to access Services you must register on the Sites. When you register on the Sites, you are required to create an account (“Account”) by entering your name, email address, password and certain other information collected by Included Health (collectively “Account Information”).

In order to use the Services, you must create an Account and agree to these Terms of Service. In order to create an Account, you must be of the legal age to enter into a contract (i.e. be 18 in most states, or be an emancipated minor). If you are not legally able to enter into a contract but you are 13 or older, you must get your parents permission and ensure that they have read and agreed to these terms. If you are under 18, some Services may not be available to you without parental involvement. If you are under 18 you will not be able to create an account on the Doctor On Demand application. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload to the Sites, will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone, or create more than one

Account (with the exception of sub-accounts established for children of whom you are the parent or legal guardian).

You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. You also agree to promptly notify us of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Sites by contacting us using the below contact information. We reserve the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Sites and your Account Information. In addition, you agree to exit from your Secure User account at the end of each session.

In no event and under no circumstances shall we be held liable to you for any liabilities or damages resulting from or arising out of your use of the Sites, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else's account at any time.

### **Non-Clinical Services**

Included Health provides Services that do not involve direct clinical care, such as EMO, Navigation and Communities ("Non-clinical Services"). Those Services provided through the Sites give physicians and their patients access to additional information which they may or may not choose to utilize in planning medical care. The Non-Clinical Services are not a substitute for primary care and no physician-patient relationship is created by use of the Sites for those Services.

Non-clinical Services are also limited. In some cases the online nature of the Non-Clinical Service will make it difficult to verify a diagnosis (particularly with conditions that rely heavily on direct physician-patient interaction for accurate diagnosis). In those cases, the Non-Clinical Service provided through the Sites will focus on the assessment or recommendation of treatment options. The decision to focus on diagnosis, treatment recommendation(s), or both rests solely with the local treating physician.

Non-clinical Services provided through the Sites differ from the diagnostic services typically provided by a physician. The medical professionals providing Non-clinical Services through the Sites will not have the benefit of information that would be obtained by examining you in person and observing your physical condition. Therefore, the medical professional providing Non-Clinical Services through the Sites may not be aware of facts or information that would affect their opinion of your diagnosis. To reduce the risk to you of this limitation, the Company strongly encourages you to discuss the information gained from these Non-Clinical Services with your treating physician.

By deciding to engage the Non-clinical Services through the Sites, you acknowledge and agree that you are aware of the limitations discussed in this section, and agree to assume the risk of these limitations. Furthermore, you agree and accept that: (i) the information you will receive from the Sites and use of the Non-clinical Services is limited and provisional; (ii) the Non-clinical Services are not intended to replace a full medical evaluation or a visit with a physician or other treating health care provider; (iii) the medical professionals providing Non-clinical Services through the Sites do not have important information that is usually obtained through a physical examination; and (iv) the absence of a physical examination may affect the medical professional's ability to fully understand your condition, disease or injury.

You also agree that the Non-clinical Services discussed in this section will not be used in any legal dispute including but not limited to litigation, arbitration, claim for disability benefits, claim for worker's compensation and/or malpractice claims without the prior written consent of the Company.

## **Fees & Purchase Terms**

Some Clinical Services incur a fee. You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Included Health with your credit card number, PayPal or Venmo account and associated payment information, you agree that we are authorized to immediately invoice your account for all fees and charges due and payable to us hereunder and that no additional notice or consent is required. If your health plan, employer or agency has arranged with us to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with us, that fee adjustment will be reflected in the fee that you are ultimately charged. Please check with your employer, health plan or agency to determine if any Services will be reimbursed.

If you do not have insurance coverage for Services, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses. Included Health offers no guarantee that you shall receive any such reimbursement. We reserve the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms. You understand and agree that for Services provided on an appointment basis, you will be responsible for a missed appointment fee equal to all or a portion of the fees you and your insurer or other payor would have paid for the scheduled services if you do not cancel a scheduled appointment at least 24 hours in advance, unless we notify you in writing that a shorter cancellation window applies.



# Privacy & Communications

## Privacy

Please see Included Health's Privacy Policy for additional information. For more information or questions about the collection, creation, maintenance, use and disclosure of any of your data that may constitute PHI, as described above, please refer to your health plan's Notice of Privacy Practices or Doctor On Demand Professionals' Notice of Privacy Practices.

## Short Message Service or SMS

Included Health or its affiliates may contact you by short message service ("**SMS**") text message from time to time regarding your account or the Services to provide appointment reminders, service announcements, privacy notices, administrative messages and other communications about the Services ("**SMS Communications**"). These SMS Communications are considered part of the Services and your account.

By agreeing to these Terms and providing your telephone number to us or our affiliates, you: (i) consent to receive SMS Communications from or on behalf of us or any of its affiliates at the telephone number you provide; and (ii) acknowledge and agree that your information may be processed in accordance with, and you are to be bound by, our Privacy Policy.

You can stop receiving SMS Communications from us at any time by texting "**STOP**" to the number from which you receive the SMS Communications. Alternatively, if you are registered, you may click [here](#) to contact support or submit a message through the "chat" experience once logged-in. You may also call our general support toll free line at (855) 431-5533. If you send the message "**STOP**" to us, we will send you a reply message to confirm that you have been unsubscribed from SMS Communications. After this, you will no longer receive SMS Communications from us. You agree that if you request to opt out from future SMS Communications, we may send you a one-time opt-out confirmation SMS text message. After this, you will no longer receive SMS Communications from us.

For support: See above for instructions on calling us or text **HELP** in response to an SMS on your device. If you send us a SMS text message, we will reply with instructions on how to receive SMS Communications as well as how to unsubscribe from SMS Communications; if you call our toll-free number, we will provide this information over the phone. The number of SMS text messages we send as Communications will depend on the frequency of your use of the Services. Our SMS Communications program may not be available on all wireless carriers. Standard carrier message and data rates apply.

## Other Communications

You agree that we may send to you additional communications through electronic means including, but not limited to, (1) by email, using the address that you provided to us during registration, (2) push notifications on your tablet or mobile device, or (3) by posting communications on the Sites (collectively, "**Communications**"). In some cases we may contact you by telephone. If you do not wish to be contacted by phone you may call our general support toll free line at (855) 431-5533, send an email request to [support@includedhealth.com](mailto:support@includedhealth.com) or submit a request via the application (e.g., using the chat service, or via an open case).

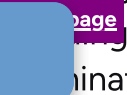
The delivery of any SMS or other Communications from us is effective when sent by us, regardless of whether you read the SMS or other Communication. You can withdraw your consent to receive Communications by deactivating your Account, or as otherwise specified and provided.

You acknowledge that text messages and emails are not always secure and there is a risk that such messages and emails will be intercepted because they travel over networks that we do not control. As such, we cannot guarantee the security or confidentiality of messages sent by text messages or email. By providing us with your cell phone number and email address, you agree that we may communicate with you by text message and email, despite these risks.

## HSA/FSA Information

As part of your access to information about your health through Included Health, your health savings account (HSA) or flexible savings account (FSA) administrator, may provide information related to your HSA and FSA to Included Health so that Included Health can show your balance and advise you as to the cost of care. This information may include, but is not limited to, your HSA and FSA cash balance, HSA investment balance, HSA and FSA transactions including contributions and distributions, and other information necessary to assist you with the administration and usage of your HSA and/or FSA. If you do not agree to your HSA/FSA administrator providing this information to Included Health, please opt-out by contacting your HSA/FSA administrator. If you are unsure as to who your HSA/FSA administrator is, please contact Included Health at (855) 431-5533.

## Termination

You may deactivate your Account and end your registration at any time, for any reason by  an email to [support@includedhealth.com](mailto:support@includedhealth.com). Included Health may suspend or terminate your use of the Sites, your Account and/or registration for any reason at any

time. Subject to applicable law, we reserve the right to maintain, delete or destroy all communications and materials posted or uploaded to the Sites pursuant to its internal record retention and/or content destruction policies. After such termination, we will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Healthcare Professionals are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

## **Children**

Included Health's Sites are not intended for children under the age of 13. If you are under 13 years of age, please do not use or access our Sites at any time or in any manner. By using our Sites, you affirm that you are over the age of 13. We do not seek through our Sites to gather personal information from or about persons under the age of 13 without the consent of a parent or guardian.

If you are a parent or guardian and discover that your child under the age of 13, or equivalent minimum age depending on jurisdiction, has obtained an Included Health account, then you may alert us at the contact information below under "Contact Us", and request that we delete that child's personal information from our systems. If we learn that we have collected the personal information of a child under 13, or equivalent minimum age depending on jurisdiction, outside the above circumstances we will take steps to delete the information as soon as possible, except where prohibited by applicable law.

## **Sites Security & Acceptable Use**

### **Security**

Included Health's Sites require users to create unique identifiers (such as a username and password) in order to log into many areas of the Sites. We utilize these unique identifiers to verify the user's identity and eligibility, in order to protect our members from the release of sensitive or personally identifiable information to unauthorized users. To help protect the privacy of data you transmit through the Sites, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology. In addition, we take steps to protect the user data we collect against unauthorized access. However, you should keep in mind that the Sites and our Services are run on software, hardware and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control.



You must exercise caution, good sense and sound judgment in using the Sites. You are prohibited from violating, or attempting to violate, the security of the Sites. Any such violations may result in criminal and/or civil penalties against you. We may investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.

## **Acceptable Use**

In your use of our Sites or any Services, you agree not to:

- Send or otherwise transmit to or through our Sites any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Sites or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;
- Misrepresent your identity or affiliation in any way;
- Restrict or inhibit any person from using the Sites, disclose personal information obtained from the Sites or collect information about users of the Sites;
- Reverse engineer, disassemble or decompile any section or technology on the Sites, or attempt to do any of the foregoing;
- Gain unauthorized access to the Sites, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Sites;
- Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Sites in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Send or otherwise transmit to or through the Sites chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- Violate any applicable laws or regulations or these Terms;
- Use abusive, harassing or threatening language or make abusive, harassing, bullying or threatening communications toward any staff member, any physician, or any other user of the Sites;
- Create a hostile environment for any staff member, any physician, or any other user of the Sites based on such person's race, age, national origin, disability, gender or reassignment thereof, religion or belief, sex, sexual orientation, marriage/partnership status, or pregnancy/maternity.
- Alter or modify any part of the materials or Services offered on the Sites; or

- Assist or permit any persons in engaging in any of the activities described above.

Any of the foregoing may result in actions including but not limited to termination of your access to the Sites or any of the Services.

## **Our Intellectual Property Rights**

The content on the Sites, including without limitation, any text, software, graphics, photos, sounds, music, videos, audiovisual combinations, patents, interactive features, any trademarks, service marks and logos contained therein and any other materials you may view on, access through, or contribute to the Sites (collectively "**Materials**") are owned by or licensed to Included Health, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions.

No Materials from the Sites may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the rights owner. You agree not to circumvent, disable, or otherwise interfere with security related features of the Sites or features that prevent or restrict use or copying of any Materials or content. These Terms permit you to use the Sites for your personal, non-commercial use only.

Modification of any Materials or use of any Materials for any other purpose is a violation of the copyrights and other proprietary rights of Included Health, or of other entities or persons where so indicated, unless Included Health or the owner has provided said Material for such express purpose. Permission for all other uses of Materials contained herein, including reproducing and distributing multiple copies or using Materials on any other website or networked computer or linking to any secured or private page at the Sites must be obtained from Included Health or the appropriate rights owner in advance; otherwise, such use is prohibited. Requests for such authorization from Included Health should be submitted via an email to [legal@includedhealth.com](mailto:legal@includedhealth.com).

All design rights, databases and compilation and other intellectual property rights associated with the Sites, in each case whether registered or unregistered, and related goodwill, are proprietary to Included Health.

## **Links to Other Sites**

As you view the Sites, you may see links to third-party websites. These links are for convenience only. If you use these links, you will leave the Sites. Certain of these linked websites may make use of Included Health's proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos and trade names) under license from us. We are not responsible for the availability or content of these other websites or for any

viruses or other damaging elements encountered in linking to a third-party website. In addition, providing links to these websites should not be interpreted as endorsement or approval by us of the organizations sponsoring such third-party websites or their products or services. These Terms do not apply to any other websites.

## **Third Party Interactions**

Your interactions with entities or individuals found on or through the Sites or the Services provided through the Sites, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such entities or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third party. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Sites and disclosing personal information.

You agree that Included Health shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between you and any third party, you understand and agree that we are under no obligation to become involved.

## **About Our Data Providers**

The information in this section may not apply to you, depending on your provider.

Blue Cross and Blue Shield Licensees have made reasonable efforts to validate that the information displayed is up to date and accurate. Please call the provider prior to scheduling an appointment to verify that the provider continues to be part of the network. Neither the Blue Cross and Blue Shield Association nor any of its Licensees shall be liable for any losses, damages, or uncovered charges as a result of using this provider locator website or receiving care from a provider listed in this website.

Please contact Kaiser Permanente to obtain a copy of Kaiser Permanente's official provider directory, which Kaiser Permanente maintains and verifies for accuracy. It is recommended that members enrolled in a Kaiser plan contact Kaiser Permanente to verify that their particular service is covered. For more information, please visit [kp.org](http://kp.org).

Please review these additional terms that apply only to the use of AMA CPT codes. CPT codes are copyright 2022 American Medical Association. All rights reserved.

CPT® Consumer Friendly Data are lay synonyms for CPT descriptors that are intended to help healthcare consumers who are not medical professionals understand clinical procedures on bills and patient portals. CPT® Consumer Friendly Data should not be used for clinical coding or documentation.

Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The AMA does not directly or indirectly practice medicine or dispense medical services. The AMA assumes no liability for data contained or not contained herein.

CPT is a registered trademark of the American Medical Association.

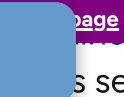
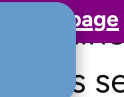
U.S. Government Rights. This product includes CPT and/or CPT® Consumer Friendly Data which are commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.

## **Jurisdictional Issues**

Our Sites are controlled and operated by Included Health from our offices within California, United States of America. Those who choose to access the Sites from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Sites from jurisdictions where the contents of the Sites are illegal or penalized is prohibited.

By submitting data to the Sites or Services, you affirmatively consent to its use and processing in the United States as set forth in these Terms, the above referenced service term and policy links, and Included Health's [Privacy Policy](#).

## **Termination**

Included Health may terminate your use of the Sites or any of our features or Services at any time and for any reason without notice for conduct violating these Terms. We will terminate a user's access to the Sites and its features or any Services if, under appropriate circumstances, the user is determined to be a repeat infringer of third party rights or in breach of the applicable Terms. Upon any such termination, you must destroy all Materials d from the Sites and all copies thereof. The provisions of these Terms concerning s security, prohibited activities, copyrights, trademarks, disclaimer, limitation of

liability, indemnity and jurisdictional issues shall survive any such termination. You agree that if your use of the Sites is terminated pursuant to these Terms, you will not attempt to use the Sites under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore.

## **Disclaimer**

The materials in the Sites are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Included Health disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected or that the Sites or the server that makes it available are free of viruses or other harmful components. We do not make any representations or warranties regarding the use or the results of the use of the materials in the Sites in terms of their correctness, accuracy, reliability or otherwise. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## **Limitation of Liability**

To the extent permitted under applicable law, under no circumstances, including, but not limited to, negligence, shall Included Health, any Provider or your payer / employer / healthcare group sponsor / health plan be liable for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the Sites or the Materials on it, even if we, any Provider or an authorized representative of us has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above exclusion may not apply to you.

## **Indemnity**

You agree to indemnify, defend and hold Included Health and Doctor On Demand Professionals and its and their directors, officers, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys’ fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms, or (ii) your activities in connection with the Sites.



Included Health makes no representation that all products, services and/or material described on the Sites, or the Services available through the Sites, are appropriate or available for use in locations outside the United States or all states and territories within the United States.

## **Disclosures**

All Providers performing licensed Clinical services on the Sites hold the professional licenses issued by the professional licensing boards or agencies in the states where they practice. All physicians and psychologists hold advanced degrees in either medicine or psychology and have undergone postgraduate training. You can report a complaint relating to the care provided by a Provider by contacting the professional licensing board in the state where the care was received.

Any clinical records created as a result of your use of the Clinical Services will be securely maintained by Included Health on behalf of Doctor On Demand Professionals for a period that is no less than the minimum number of years such records are required to be maintained under state and federal law, which is typically at least six years.

## **Owner and Data Controller**

Any services associated with Included Health (including Grand Rounds, Doctor On Demand, and Communities) are all provided by, and you are thereby contracting with:

Included Health, Inc.  
1 California Street, Ste. 2300  
San Francisco, CA 94111  
USA

To contact us with questions or concerns about these Terms, please contact us using the information provided below under "Contact Us".

## **Credit Transactions**

Included Health does not accept payment in the form of cash, check, money order or insurance reimbursement (excluding Services that may involve a virtual visit with a clinician, e.g. Virtual Primary Care, Urgent Care, Behavioral Health). Major credit cards are the only accepted means of payment. If you pay by credit card, you authorize us to bill and charge the credit card indicated in your order for any fees and any other amounts provided by your order as the same become due and payable. In the event that your credit card expires or we are otherwise unable to debit the applicable amounts from your credit card,

we shall provide notice to you, whereupon you shall immediately furnish us with a valid credit card account number. Your request for services from the Sites will not be fulfilled until full payment has been received and verified.

## **Other**

By choosing to visit the Sites or otherwise provide information to Included Health, you agree that any dispute over your use of the Sites or these Terms will be governed by the laws of the State of California and the United States of America. You also consent to the adjudication of any disputes arising in connection with our Sites in the state and federal courts located in Santa Clara County. You also agree to attempt to mediate any such dispute and to abide by all limitations of liability contained herein.

If any provision of these Terms is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **Contact Us**

If you have questions or concerns about these Terms, or would like to report a violation, see the below contact options:

- You may contact us by mail at:

Included Health, Inc.  
1 California Street, Ste. 2300  
San Francisco, CA 94111

- You may email us at [support@includedhealth.com](mailto:support@includedhealth.com).
- If you are registered, you may click [here](#) to contact support or submit a message through the "chat" experience once logged-in.
- Or you may call our general support toll free line at (855) 431-5533.

# Designed to treat you better.™

[855-431-5533](tel:855-431-5533)

## Who we help

Employers  
Health Plans  
Consultants  
Labor & Trust  
Members

## Our Solutions

All-Included Care™  
Health Navigation  
Mental Health  
Virtual Primary Care  
Urgent Care  
Expert Opinion  
Black Health  
LGBTQ+ Health

## About Us

About Us  
Careers  
Contact Us  
Newsroom  
Doctor On Demand®

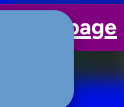
## Learn More

Blog  
Resources  
FAQ's  
Get The App



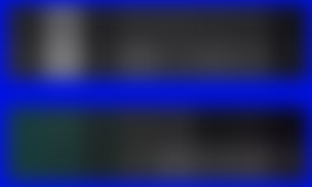
---

Download the Included Health app



page

Download the Doctor On Demand app



---

© 2023 Included Health, Inc. All rights reserved.

[Legal](#) [Terms of Service](#) [Privacy Policy](#) [Transparency in Coverage](#) [Sitemap](#) [Call us: 855-431-5533](#)