

Member Services Agreement

Effective Date: January 1, 2026

By using the Included Health or Doctor On Demand by Included Health websites, mobile apps, or any products and services that link to this Agreement (the “Services”), you agree to these terms. If you are using the Services on behalf of a minor or another individual, you certify you have the legal authority to consent for that person.

1. Who We Are & Scope of Services

Clinical services provided on the Included Health or Doctor On Demand apps are provided by Doctor On Demand Professionals. Doctor On Demand Professionals is a group of independently owned professional entities associated with, but operationally independent from, Included Health, Inc. (“Included Health”). Clinical judgment and care are delivered solely by licensed healthcare professionals. See our Notice of Privacy Practices (NPP) for more about our structure and privacy practices.

We deliver telehealth services (e.g., urgent care, therapy, psychiatry and, where covered, primary care) via secure audio/video and messaging. Where clinically appropriate, your provider may order labs, imaging, or other diagnostics performed by outside facilities and may rely on records you or your other providers share.

We also offer non-clinical wellness services by life-skills Coaches. Coaches are not licensed clinicians; they may collaborate with your healthcare professional as permitted.

Not for emergencies: If you think you are experiencing an emergency, call 911 or go to the nearest ER/urgent care. We do not provide emergency services or connect you to local emergency dispatch.

2. Eligibility, Location & Licensing

You must be physically located in a U.S. state where the clinician is licensed at the time of the visit; you agree to truthfully disclose your location. We operate only in the United States and are not subject to EU/UK data protection regimes.

3. Informed Consent for Telehealth

As a condition of using Services that are delivered via telehealth technology (including video, audio, and secure messaging), you must review and separately execute the Telehealth Informed Consent. By accepting this Agreement and utilizing telehealth services, you affirm that you have received, reviewed, and explicitly agreed to the terms, risks, and limitations defined in the Telehealth Informed Consent document, which is incorporated into this Agreement by reference.

4. Minors & Personal Representatives

If you consent for a minor or another individual, you represent you are the lawful parent/guardian or personal representative and that no court order limits your authority. For minors, state-specific rules (including sensitive services) may apply.

5. Clinical Relationship & Continuity

Your first encounter may be a consultation and may not create an ongoing treatment relationship. Providers may decline or discontinue Services if clinically inappropriate, for misuse, repeated no-shows, nonpayment, or safety concerns, subject to applicable law and with appropriate transition or resource information.

6. Prescriptions & Controlled Substances

Prescriptions, if any, are issued only when clinically appropriate. You may choose your pharmacy.

7. Payment, Billing & Good Faith Estimates

You agree to pay charges by the due date. Insurance cost-sharing (copays, deductibles, coinsurance) applies per your plan. If your plan or third parties do not pay in full, you may be responsible for the balance unless prohibited by law or our contract with your health plan. By storing a card, you authorize charges for Services.

You may be charged for a missed appointment that is not cancelled within twenty-four (24) hours of the appointment or if you are more than five (5) minutes late for an appointment.

No Surprises Act (GFE). Uninsured/self-pay individuals are entitled to a Good Faith Estimate of expected charges for scheduled services and may access a patient-provider dispute resolution process if the bill exceeds the estimate by a statutory threshold. We provide GFEs and required notices consistent with HHS/CMS guidance.

8. Privacy, Security, Tracking Technologies & Artificial Intelligence

Your information is handled under our [NPP](#) and [Privacy Policy](#). We follow HIPAA and applicable state privacy laws (e.g., California Privacy Rights Act; other state consumer health privacy laws). We do not sell Member PHI and do not share PHI with advertising platforms.

Online tracking technologies. HIPAA and state laws may restrict the use of tracking tools on properties where PHI could be implicated. We implement safeguards, avoid impermissible disclosures, and update practices consistent with applicable law and court orders.

Doctor On Demand Professionals uses Artificial Intelligence (AI) in a number of ways. Most AI uses are internal and enhance our care delivery. When the AI is used during your visit, such as when it is used as a note taker,

you will be notified and will be given the opportunity to opt out. Any PHI or other personal information that is processed using AI will be used in accordance with our Privacy Policy.

Doctor On Demand Professionals may use de-identified information to improve our AI systems. We do not train AI models on identifiable PHI, and any AI-related processing of your information will comply with HIPAA and our Privacy Policy.

9. Access to Records, “Open Notes,” & Interoperability

You may access your records, request amendments, and direct electronic sharing to third-party apps as permitted by law. We support the Cures Act “information blocking” framework (subject to exceptions) and applicable CMS/ONC rules encouraging API access and patient data exchange.

10. SMS/Texting & Electronic Communications

Included Health may send SMS messages related to your care, such as appointment reminders, care instructions, prescription or refill notices, service updates, privacy notices, and similar operational messages. We may also send links to clinically relevant resources or tools to help you manage your health or navigate your benefits. By providing your mobile number, you consent to receive SMS from or on behalf of us and our affiliates.

You may opt out at any time by replying “STOP”; for help, reply “HELP.” Carrier rates may apply, and program participation may vary by carrier.

FCC rules allow consumers to revoke consent by any reasonable means, and we honor such revocations. Courts are reassessing deference to FCC TCPA rulings; our program follows applicable law as interpreted by courts.

Email and SMS communications can carry risk. By providing your contact information, you consent to receiving communications through these channels despite inherent risks. You may adjust your communication preferences in your account settings or by contacting us.

11. Group & Couples Therapy

If you participate in Group Therapy, information shared is for therapeutic purposes and not intended for legal proceedings among participants. You agree not to subpoena the therapist regarding other participants and acknowledge the therapist may, in their discretion, share relevant information within the group. Standard confidentiality exceptions apply.

12. Member Rights & Responsibilities

Member Rights: You have the right to receive respectful treatment from all our staff and partners. We are committed to providing you with clear information about your condition, treatment options, and the services available to you.

You have the right to receive necessary support and coordination of your care, ensuring all involved parties work together seamlessly on your behalf. You are entitled to knowledge of who is involved in your care, including the roles and responsibilities of the individuals and entities providing services to you.

We respect your privacy and give you the right to understand how we protect and share your information, adhering strictly to all relevant privacy laws. Should you have concerns about the compatibility with your care team, you have the right to request different staff to be involved in your service delivery. Furthermore, you have the right to understand how to make complaints should you have any concerns about the care or services received.

You have the right to be informed of and understand the company policies regarding the appropriate use of services and systems, so you can effectively utilize all communication tools provided to you for your care management.

Member Responsibilities: To ensure you receive the most effective and safe care, you have a critical responsibility to provide accurate and complete health history to your care team. Once a plan has been established, you are responsible for making a good-faith effort to follow agreed care plans or, if you encounter difficulties, immediately inform us if you are unable to comply so we can adjust the plan as necessary.

In all interactions, you are required to use civil language and maintain respectful conduct with our staff and partners. You must also meet your financial obligations as outlined in your plan and follow the Terms of Service and this Agreement.

Additionally, you have the responsibility for Appropriate System Use and Communication. This means utilizing all company systems, platforms, and communication channels (including chat, email, and phone) solely for the purpose of seeking and managing covered care and services. To ensure equitable access and efficient operations, you must avoid an inappropriate volume or pattern of communications. This includes, but is not limited to, refraining from sending excessive or high-frequency messages, avoiding chats unrelated to your care, or repeatedly requesting information that has already been clearly provided to you.

Company Rights Regarding Service Use: The company reserves certain rights necessary to maintain the integrity, quality, and availability of service for all members, and to protect its staff.

We reserve the right to evaluate, monitor, and manage the volume, frequency, and nature of a member's usage of our communication systems, including, but not limited to, chat, messaging, and phone lines, as well as the engagement with our internal processes. This evaluation ensures our resources are being utilized appropriately for the provision of covered healthcare services.

Should the company determine, in its sole discretion, that a member is misusing or abusing its systems or internal processes—which includes, but is not limited to, excessive or repetitive communications that are unrelated to, or that actively hinder, the efficient management of their care—we reserve the right to take corrective action. This action may include the right to establish reasonable limits on communications, to temporarily suspend, or to modify the method of service delivery (for example, limiting support to scheduled telephone appointments instead of instant chat) to ensure fair access and efficient service for all members.

Finally, we consider persistent or severe abuse of company processes, systems or staff to be a material breach of this Member Service Agreement. In such cases, the company reserves the right to exercise its option for termination of the Member Service Agreement in accordance with the established termination clauses.

13. Complaints & Quality Concerns

- Call (800) 929-0926 to speak with a Service Representative
- Message us in-app (chat) or through your encounter/case
- Mail: Included Health – Attn: Quality Team, 1 California St., Ste. 2300, San Francisco, CA 94111

You also may submit privacy complaints to the HHS Office for Civil Rights (see [NPP](#) for details).

14. State-Specific Notices (Selected)

- California – Medical Board notice: www.mbc.ca.gov; licensecheck@mbc.ca.gov | (800) 633-2322.
- New York – OPMC: www.health.ny.gov/professionals/doctors/conduct/; (800) 663-6114.
- Texas – Texas Medical Board complaints: www.tmb.state.tx.us; (800) 201-9353; Texas Medical Board, Attn: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, TX 78768-2018.

15. Non-Discrimination (Section 1557)

We do not discriminate on the basis of race, color, national origin, age, disability, sex, gender identity, or sexual orientation. Auxiliary aids/language assistance are available at no cost when required.

16. Termination

You may terminate your account at any time. We may suspend or terminate Services for misuse, nonpayment, safety concerns, misuse or abuse of our products or services, harassing conduct towards our staff or as required by law or payer rules. We will provide legally required notices and transition resources as applicable.

17. Changes to this Agreement

We may update this Agreement to reflect operational or legal changes. The updated version will be posted in-app/on the website with a new Effective Date and will govern going forward.

18. Contact

- Mail: Included Health, Inc., 1 California St., Ste. 2300, San Francisco, CA 94111
- Support: (855) 431-5533; Email: support@includedhealth.com
- Privacy: privacy@includedhealth.com

TELEHEALTH INFORMED CONSENT

Effective Date: January 1, 2026

Applies to: All Members receiving care from Doctor On Demand Professionals via Included Health digital platforms

Contact: privacy@includedhealth.com; (855) 431-5533

1. Consent to Telehealth Care

I voluntarily consent to receive medical and/or behavioral health services from licensed clinicians of Doctor On Demand Professionals through telehealth technology (audio, video, messaging, remote monitoring, and other secure digital means). These services supplement—but do not replace—my relationship with my in-person primary care clinician. Each visit is subject to the clinician’s professional judgment about appropriateness of telehealth for my specific clinical needs.

2. Licensing and Location Requirements

I understand that I must be physically located in a U.S. state where my clinician is licensed at the time of care and that services are available only within the United States. I will accurately disclose my location at the start of each encounter.

3. Privacy and Security

I understand that federal and state laws require protection of my health information, including the HIPAA Privacy, Security, and Breach Notification Rules. Doctor On Demand Professionals uses HIPAA-compliant, encrypted platforms and will take reasonable steps to safeguard my information from unauthorized access.

I understand that telehealth may involve electronic communication of my medical information to other providers who may be located in other U.S. states for purposes of consultation, care coordination, or billing. My information will not be stored outside the United States.

4. Potential Risks and Limitations

Telehealth has benefits (convenience, timely access) and risks that may include:

- Incomplete information for clinical decision-making;
- Equipment or internet failures that delay care;
- Rare breaches of privacy despite security safeguards;
- Differences between telehealth and in-person evaluation capabilities.

If technical problems occur, I may be contacted by phone or email to reschedule or to obtain in-person care.

5. Emergencies and Limitations of Service

I understand that Doctor On Demand Professionals does not treat medical emergencies and cannot connect me directly to local emergency services. If I believe I am having an emergency, I will call 911 or go to the nearest emergency department. If recommended by my clinician, I will seek follow-up or in-person care as directed.

6. Right to Withdraw or Refuse Care

I may withhold or withdraw consent to telehealth at any time without affecting my right to future care or benefits. I may end a session or discontinue telehealth services for any reason by notifying Doctor On Demand Professionals.

7. Expected Benefits and No Guarantee

I understand that telehealth can improve access to care and enable earlier intervention, but that results cannot be guaranteed or assured.

8. Individuals Present and My Rights During Sessions

Other authorized personnel (e.g., clinical assistants, technical support, interpreters, or chaperones) may be present to operate equipment or facilitate care. I will be told who is present and may at any time request that non-medical personnel leave, omit sensitive details, or end the session.

9. Prescriptions and Pharmacy Choice

There is no guarantee that a prescription will be issued. The decision rests solely with the clinician in accordance with federal and state law. If a prescription is issued, I have the right to choose my pharmacy.

For controlled substances, telemedicine prescribing complies with current DEA rules and any state-specific requirements.

10. Charges and Good Faith Estimates

I understand that telehealth services may generate charges and that usual insurance cost-sharing rules apply. If I am uninsured or self-pay, I am entitled to a Good Faith Estimate (GFE) of expected charges under the federal No Surprises Act. I may request a GFE before or after scheduling a visit.

11. Access to Medical Records and Information Sharing

I may request a copy of my medical records and receive them in paper or electronic form within legally required timeframes (typically 15–30 days). Reasonable copying or delivery fees may apply. Records may be shared with other providers involved in my care consistent with HIPAA and state law. I may direct electronic sharing of my records through approved interoperability channels as allowed by the 21st Century Cures Act.

12. Data Use and Confidentiality

Doctor On Demand Professionals maintains confidentiality of my PHI and PII in accordance with our Notice of Privacy Practices and Privacy Policy. We do not sell Member data and do not share PHI with advertising platforms. All telehealth data are stored on U.S.-based servers.

13. Interpreter and Accessibility Services

If I need language assistance, an interpreter, or auxiliary aids for disability access, Doctor On Demand Professionals will provide them at no cost as required by Section 1557 of the Affordable Care Act and applicable state laws.

14. Questions or Concerns

For questions about telehealth services or to report a concern, contact:

Doctor On Demand Professionals / Included Health
1 California Street, Suite 2300
San Francisco, CA 94111
Email: support@includedhealth.com
Phone: (855) 431-5533
For privacy concerns: privacy@includedhealth.com