



Terms and Conditions

1. Purpose and Nature of Services

The Company provides non-clinical services designed solely to assist individuals in understanding and communicating information exchanged with their treating physicians, hospitals, and other licensed health care providers. The Client desires to engage the Company to provide such services under the terms of this Agreement.

2. Definitions

- 2.1 “Client.”** The individual who enters into this Agreement with the Company to receive non-clinical health care communication and facilitation services.
- 2.2 “Health Care Communication Mentor” or “Mentor.”** A health care professional engaged by the Company to provide the services described in this Agreement. A Mentor may be a licensed health care professional; however, any such licensure is not exercised in providing the Services.
- 2.3 “Services.”** Non-clinical assistance provided by the Company and its Mentors, including attending medical appointments or procedures with the Client, listening to communications from treating providers, helping the Client understand information conveyed by such providers, assisting the Client in formulating questions, and supporting communication between the Client and the Client’s treating providers.

3. Scope of Services

- 3.1** The Services are limited to communication facilitation and informational support.
- 3.2** The Company and its Mentors do **not**:
- Provide medical advice, diagnosis, or treatment;
 - Make clinical judgments or recommendations;
 - Interpret medical information independently of what is communicated by the treating provider; or
 - Replace or supplement the professional judgment of any treating physician or health care provider.



- 3.3** The Client understands that all medical care, decisions, diagnoses, and treatment plans are the sole responsibility of the Client’s treating health care providers.

4. No Health Care Provider-Patient Relationship

Nothing in this Agreement, nor any Services provided hereunder, shall be deemed to create a physician-patient, clinician-patient, or other health care provider-patient relationship between the Client and the Company or any Mentor. The Client remains solely a patient of his or her treating physicians and health care providers.

5. Client Responsibilities

- 5.1** The Client is solely responsible for:

- Selecting and retaining treating physicians and health care providers;
- Making all medical decisions;
- Following or declining medical advice provided by treating providers; and
- Providing accurate and complete information to the Company as reasonably necessary for performance of the Services.

- 5.2** The Client acknowledges that the Company does not control, supervise, or direct any treating provider.

- 5.3** The Client acknowledges that he/she has reviewed the “Client Guidelines” which are attached hereto as Exhibit A and agrees to adhere to them at all times when interacting with his/her Mentor.

6. Fees and Payment

All fees for services are set by the Mentor who may accept or decline any service requests.

7. Confidentiality and Health Information

- 7.1** Pursuant to the Client’s submission to the Company of a fully-completed and executed “Authorization for Access to Protected Health Information,” a copy of which is hereto attached as Exhibit B, the Company may receive health-related information from or about the Client in the course of providing the Services.

- 7.2** The Company shall maintain such information in confidence and use it solely for purposes of providing the Services, except as authorized by the Client or required by law.



- 7.3** The Company is not a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), unless otherwise expressly agreed in writing.

8. Authorization to Communicate

The Client authorizes the Company and its Mentors to be present at medical appointments and procedures and to communicate with the Client’s treating providers at the Client’s direction, subject to any separate authorizations required by such providers or facilities.

9. Limitation of Liability

- 9.1 Exclusion of Certain Damages.** To the fullest extent permitted by Illinois law, in no event shall the Company be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of chance, loss of consortium, emotional distress, or loss of anticipated medical outcomes, arising out of or relating to the Services, even if the Company has been advised of the possibility of such damages.
- 9.2 Liability Cap.** To the fullest extent permitted by Illinois law, the total aggregate liability of the Company for any and all claims arising out of or relating to this Agreement or the Services, whether sounding in contract, tort, statute, or otherwise, shall not exceed the total fees actually paid by the Client to the Company during the six (6) months preceding the event giving rise to the claim.
- 9.3 No Liability for Medical Care.** The Company shall have no liability for acts or omissions of third-party treating physicians, hospitals, facilities, or other health care providers, or for medical decisions, diagnoses, or treatment outcomes.

10. Disclaimer of Warranties

The Services are provided on an “as-is” and “as-available” basis. The Company makes no representations or warranties regarding medical outcomes or the accuracy of information provided by third-party health care providers

11. Indemnification

- 11.1 Client Indemnification.** To the fullest extent permitted by Illinois law, the Client agrees to indemnify, defend, and hold harmless the Company and its members, managers, officers, employees, contractors, and Mentors from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) the Client’s medical care, treatment decisions, or outcomes; (b) acts or omissions of third-party treating providers or facilities;



(c) the Client's reliance on information provided by third-party health care providers; or
(d) the Client's breach of this Agreement, except to the extent caused by the Company's gross negligence or willful misconduct.

11.2 Survival. The obligations set forth in this Section shall survive termination or expiration of this Agreement.

12. Term and Termination

12.1 This Agreement shall commence on the Effective Date and continue until terminated by either party upon written notice to the other. The Client shall be responsible for payment of all fees to the Company for services rendered prior to the termination of this Agreement.

12.2 Termination shall not affect provisions intended to survive, including Sections 7 through 16.

13. Protection of Platform Integrity and Non-Circumvention

13.1 Exclusive Relationship. For a period of 12 months following the date of the first introduction between a Client and a Mentor on the Company's platform (the "Exclusivity Period"), all service engagements and payments between said parties must be processed exclusively through the Company.

13.2 Prohibition of Direct Payments. Clients are strictly prohibited from soliciting or offering payments for services outside of the Company's platform. This includes, but is not limited to; payments made via cash, check, Venmo, Zele, or any other third-party payment processor not integrated into the Company's system.

13.3 Reporting Requirement. If a Client is prompted by another party to engage in "off-platform" transactions or to share personal contact information (email, phone number, social media) for the purpose of bypassing the platform's fee structure, the Client must notify "MyCare Mentors Support" immediately.

13.4 Consequences of Circumvention. The Company reserves the right to take the following actions upon discovery of a breach of this section:

- Immediate and permanent suspension of both the Company's and Client's account.
- The assessment of a "Conversion Fee" or "Disintermediation Fee" of \$_____ or ___% of the estimated annual value of the contract, whichever is greater, as liquidated damages.



- Forfeiture of any pending payouts or credits currently held by the platform.

13.5 Service Protection Waiver. The Client acknowledges that by arranging **services outside** of the Company, they voluntarily waive all rights to platform-provided benefits, including but not limited to: payment protection, dispute resolution services, and platform insurance, if applicable.

14.Disclaimer

THE COMPANY PROVIDES ACCESS TO QUALIFIED HEALTH CARE PROFESSIONALS WHO SERVE EXCLUSIVELY AS GUIDES TO HELP COMPANY CLIENTS UNDERSTAND THE MEDICAL INFORMATION, RECOMMENDATIONS, AND TREATMENT PLANS PROVIDED BY THEIR PHYSICIANS AND OTHER LICENSED PROVIDERS. THESE PROFESSIONALS ACT AS INTERPRETERS OF MEDICAL TERMINOLOGY AND CARE PATHWAYS; THEY DO NOT DIAGNOSE, TREAT, PRESCRIBE, OR PROVIDE MEDICAL CARE IN ANY FORM.

ALL MEDICAL DECISIONS, INCLUDING DIAGNOSIS AND TREATMENT, MUST BE MADE IN CONSULTATION WITH THE CLIENT'S OWN LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER. THE SERVICES OFFERED ARE INFORMATIONAL AND EDUCATIONAL ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EVALUATION, OR TREATMENT.

THE CLIENT SHOULD NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING IT BECAUSE OF INFORMATION OBTAINED THROUGH THE COMPANY'S SERVICES. THE COMPANY DOES NOT ASSUME RESPONSIBILITY FOR ANY MEDICAL DECISIONS MADE BY THE CLIENT OR HIS/HER PROVIDERS.

15. Dispute Resolution; Arbitration; Jury Waiver

15.1 Mandatory Binding Arbitration. Except as expressly provided below, any dispute, claim, or controversy arising out of or relating to this Agreement or the Services (a "**Dispute**") shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Consumer Arbitration Rules then in effect, as modified herein. The arbitration shall be conducted before a single neutral arbitrator.

15.2 Location and Governing Law. The arbitration shall take place in Sangamon County, Illinois, unless the parties mutually agree otherwise. Illinois law shall govern the substance of the Dispute, without regard to conflict-of-laws principles.



- 15.3 Scope; Covered Parties.** This arbitration provision applies to all Disputes between the Client and the Company, including claims involving the Company’s owners, officers, directors, employees, contractors, and Mentors.
- 15.4 Exceptions.** Either party may seek temporary or injunctive relief in a court of competent jurisdiction to prevent irreparable harm or to enforce confidentiality, data protection, or intellectual property rights. Such relief shall not be deemed a waiver of the right to arbitrate.
- 15.5 Costs.** Each party shall bear its own attorneys’ fees and costs, except as may be required by applicable law. Arbitration filing and administrative fees shall be allocated in accordance with AAA Consumer Arbitration Rules and applicable Illinois law.
- 15.6 Waiver of Class and Collective Actions.** All Disputes shall be arbitrated on an individual basis only. The Client waives any right to participate in a class, collective, representatives, or private attorney general action against the Company, to the maximum extent permitted by Illinois and federal law.
- 15.7 Jury Trial Waiver.** TO THE FULLEST EXTENT PERMITTED BY ILLINOIS LAW, THE CLIENT AND THE COMPANY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER IN COURT OR IN ARBITRATION.

16. Miscellaneous

- 16.1 Illinois Consumer Provisions.** Nothing in this Agreement limits rights or remedies that cannot be waived under the Illinois Consumer Fraud and Deceptive Business Practices Act. Any waiver or limitation shall be enforced only to the extent permitted by Illinois Law.
- 16.2 Independent Contractor; No Professional Services.** Mentors act solely as independent contractors of the Company, are not agents of the Client, and do not act as health care providers to the Client. The Services are administrative and communicative in nature and are not professional medical services.
- 16.3 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict-of-law principles. To the extent any claim or request for relief arising out of this Agreement is determined to be not subject to arbitration, such matter shall be brought exclusively in the state or federal courts located in Sangamon County, Illinois.
- 16.4 Insurance Alignment; No Medical Malpractice Coverage.** The Client acknowledges that the Company maintains general commercial liability and, if applicable, professional liability coverage



consistent with non-clinical facilitation services. The Client further acknowledges that the Company does not maintain medical malpractice insurance for the Services because the Services do not include medical advice, diagnosis, or treatment. The Client agrees that no claim shall be asserted against the Company based on standards applicable to licensed health care providers or medical malpractice theories.

16.5 Entire Agreement. This Agreement, together with any exhibits and companion documents referenced herein, constitutes the entire agreement between the parties regarding the subject matter hereof.

16.6 Amendments. Any amendment must be in writing and signed by both parties.

16.7 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable under applicable Illinois or federal law, such provision shall be severed or limited to the minimum extent necessary to render it enforceable and the remaining provisions shall continue in full force and effect.

16.8 Assignment. The Client may not assign this Agreement without the prior written consent of the Company. The Company may assign this Agreement, with the Client's consent, to an affiliate or in connection with a merger, sale of assets, or other corporate reorganization, provided that such assignment does not materially diminish the Client's rights or increase the Client's obligations under this Agreement.

16.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Signatures exchanged electronically, including by electronic signature, PDF, or other electronic means, shall be deemed valid and binding for all purposes, consistent with the Illinois Uniform Electronic Transactions Act (815 ILCS 333/) and applicable federal law.



EXHIBIT A

Guidelines for Clients Using MyCare Mentors

Your MyCare Mentor is a licensed medical professional dedicated to providing you with personalized support, advocacy, and clarity during your healthcare journey. Adhering to guidelines will help ensure you get the most value from this service.

1. Preparing for Your Mentor Session

- **Define Your Needs:** Before your appointment or session, clearly articulate the **main reasons** you need your Mentor's support (e.g., help understanding a new diagnosis, accompanying you to a high-stakes appointment, clarifying medication instructions).
- **Gather Information:** Have the following documents ready to share with your Mentor:
 - A list of all your current **medications** (including dosage and frequency).
 - Results from any **recent tests** or scans.
 - The names and contact info for your primary care doctor and specialists.
- **Prepare Your Questions:** Write down a specific list of **questions** you want to ask your treating provider. Your Mentor will help ensure these questions are addressed during the visit.

2. During Appointments (Mentor Accompanying You)

- **Lead the Conversation:** Remember, this is *your* appointment. Try to speak directly to your provider first. Your Mentor is there to support you and step in only to clarify or ensure your prepared questions are asked.
- **Consent for Disclosure:** Understand that your Mentor must abide by HIPAA. If you want them to discuss your health information with family members or other caregivers, you must provide **explicit permission** to the Mentor.
- **Be Open and Honest:** Share your concerns, symptoms, and lifestyle habits honestly with both your treating provider and your Mentor. This ensures you receive the most accurate and relevant guidance.



3. Understanding the Mentor's Role

- **Your Mentor is an Advocate, Not a Clinician:** Your Mentor is a licensed professional who uses their knowledge to help you **understand** and **communicate** with your treating physicians.
- **Seek Medical Advice ONLY from Your Treating Provider:** The MyCare Mentor **will not** diagnose conditions, prescribe medications, or override the treatment plans established by your doctor. All medical decisions must be made in consultation with your treating physician.
- **Respect Professional Boundaries:** The relationship is focused on your health advocacy and education. Please respect your Mentor's professional time and boundaries.

4. Follow-Up and Communication

- **Confirm Next Steps:** Before ending a session or visit, make sure you and your Mentor have clearly confirmed the **next steps**, such as:
 - Scheduling follow-up tests or appointments.
 - Filling new prescriptions.
 - Who needs to be contacted with updates.
- **Provide Feedback:** If you feel the service is not meeting your expectations, provide constructive feedback to your Mentor or the MyCare Mentors administration so the service can be adjusted to better support you.



Client Checklist

Use this checklist to prepare yourself for the appointment, ensuring you have all necessary information organized for your Mentor and your physician.

Status	Item	Notes
	Review and Update Mentor	Inform your Mentor of any changes in your symptoms, medications, or concerns since your last conversation.
	Complete Questions List	Have a final, written list of all questions you want to ask your doctor.
	Gather Documents	Collect your insurance card, photo ID, and any relevant referral forms or test results.
	Current Medication List Ready	Make sure you have your most current medication list, or all medication bottles, to show the provider.
	Confirm Appointment Details	Verify the time and location with your Mentor before leaving for the appointment.
	Prepare to Listen	Be ready to actively listen to the doctor and allow your Mentor to help clarify details.



EXHIBIT B

Authorization for Access to Protected Health Information (PHI)

Patient Information:

Full Name	Date of Birth
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Address

Phone Number

Authorized Recipient: I hereby authorize the following individual to access and receive my medical records, including those protected under the Health Insurance Portability and Accountability Act (HIPAA):

_____ Health Care Communicator/Mentor

Full Name	Relationship to Patient
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Address

Phone Number

Scope of Authorization: I authorize the release of the following information (check all that apply):

- All medical records Lab results Imaging reports Medication history
- Mental health records HIV/AIDS-related information Substance abuse treatment records
- Other (please specify): _____

Expiration of Authorization: This authorization will remain in effect until:

- One year from the date of signature
- Specific date: _____
- Revoked in writing by the patient



Patient Rights: I understand that:

- I have the right to revoke this authorization at any time by submitting a written request.
- Revocation will not affect disclosures made prior to the revocation.
- Information disclosed under this authorization may be subject to re-disclosure and may no longer be protected by HIPAA.
- I am not required to sign this authorization to receive treatment.

Signature: By signing below, I acknowledge that I have read and understand this authorization and voluntarily agree to its terms.

Patient Signature

Date

Witness Signature

Date

Printed Witness Name