

I understand and agree with the following:

Telehealth/Telemedicine involves the use of electronic communications to enable health care providers at different locations to share individual patient medical information for the purpose of improving patient care. Providers may include primary care practitioners, specialists and/or subspecialists, nurse practitioners, registered nurses, medical assistants, and other healthcare providers who are part of my clinical care team. In addition to myself and the members of my clinical care team, my family members, caregivers, or other legal representatives or guardians may join and participate in the telehealth/telemedicine service, and I agree to share my personal information with such family members, caregivers, legal representatives, or guardians. The information may be used for diagnosis, therapy, follow-up, and/or education.

Telehealth/Telemedicine requires transmission, via the Internet or telecommunication device, of health information, which may include:

- Progress reports, assessments, or other intervention-related documents
- Bio-physiological data transmitted electronically
- Videos, pictures, text messages, audio, and any digital form of data

The laws that protect the privacy and confidentiality of health and care information also apply to telehealth/telemedicine. Information obtained during telehealth/telemedicine that identifies me will not be given to anyone without my consent except for the purposes of treatment, education, billing, and healthcare operations. By agreeing to use the telehealth/telemedicine services, I am consenting to ZENITH HEALTH VENTURES LLC (the “Company”) sharing of my protected health information with certain third parties as more fully described in ZENITH HEALTH VENTURES LLC Privacy Policy. I understand, agree, and expressly consent to ZENITH HEALTH VENTURES LLC obtaining, using, storing, and disseminating to necessary third parties, information about me, including my image, as necessary to provide the telehealth/telemedicine services.

As with any Internet-based communication, I understand that there is a risk of a security breach. Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Individuals other than my clinical care team or consulting providers may also be present and have access to my information for the telehealth/telemedicine session. This is so they can operate or repair the video or audio equipment used. These persons will adhere to applicable privacy and security policies.

Telehealth/telemedicine sessions may not always be possible. Disruptions of signals or problems with the Internet’s infrastructure may cause broadcast and reception problems (e.g., poor picture or sound quality, dropped connections, audio interference) that prevent effective interaction between consulting clinician(s), participant, patient, or care team.

I hereby release and hold harmless ZENITH HEALTH VENTURES LLC and all members of my care team from any loss of data or information due to technical failures associated with the telehealth/telemedicine service.

I understand and agree that the health information I provide at the time of my telehealth/telemedicine service may be the only source of health information used by the medical professionals during the course of my evaluation and treatment at the time of my telehealth/telemedicine visit, and that such professionals may not have access to my full medical record or information held at ZENITH HEALTH VENTURES LLC.

The Company acknowledges that all rights and goodwill associated with the Property will be used by the Company or under its authority in accordance with the terms and conditions contained herein. The Company will make all solicitations and sales solely in its own name.

It is acknowledged that the rights and powers retained by the Patient hereunder are necessary to protect any existing or potential trademark and property rights of the Patient and, specifically, to conserve the goodwill and good name of the Patient and the Property. Therefore, the Company agrees that it will not knowingly allow the same to become involved in matters that will or could detract from or impugn the public acceptance and popularity thereof, or impair their legal status.

This Agreement shall be governed by and interpreted under the laws of the State of Florida without giving effect to the choice of laws principles thereof. Each party hereto agrees to submit to the jurisdiction of the federal and state courts located in Hillsborough County, Florida. The Parties hereby waive all rights to trial by jury in any action, suit, or proceeding arising out of or relating to this Agreement. In the event of a breach of this Agreement, the prevailing party shall be paid by the non-prevailing party all reasonable attorneys' fees and costs incurred by the prevailing party as a result of such breach.

Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The Parties further agree that this Agreement is the complete and exclusive statement of the agreement between them, supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, relating to the subject matter of this Agreement