

# Medical Services Terms

**Effective Date:** 04/01/2024

These Medical Services Terms (“Medical Services Terms”) govern access to and use of any medical services made available through the Dr Gabi platform (the “Platform”). These Medical Services Terms apply in addition to, and do not replace, the Dr Gabi Terms of Use, Privacy Policy, and any applicable informed consent documents (collectively, the “Platform Agreements”). In the event of a conflict, these Medical Services Terms control solely with respect to medical services.

## 1. Scope of Medical Services

Certain features of the Platform may enable access to medical services, including health assessments, treatment determinations, and, where appropriate, the issuance of prescriptions (collectively, “Medical Services”).

Medical Services made available through the Platform are provided only in accordance with applicable federal and state laws and regulations. Not all users or conditions are eligible for Medical Services, and no guarantee is made that Medical Services or prescriptions will be offered.

## 2. No Emergency Services

The Platform and any Medical Services made available through it are **not intended for use in medical emergencies**. If you believe you are experiencing a medical emergency, you should immediately call 911 or seek in-person emergency medical care.

## 3. No Practice of Medicine by Dr Gabi

Dr Gabi does not practice medicine and does not provide Medical Services. Dr Gabi does not make medical judgments, diagnoses, treatment decisions, or prescribing determinations.

Any Medical Services made available through the Platform, including prescribing activity, occur solely in accordance with applicable law and are not controlled, directed, or influenced by Dr Gabi.

## 4. Informed Consent

By accessing or using Medical Services through the Platform, you acknowledge and agree that:

- You have reviewed and accepted the applicable informed consent documentation;
- You understand the nature and limitations of remote or technology-enabled medical services;
- You consent to the collection, use, and disclosure of health information as described in the Privacy Policy and applicable consent documents.

If you do not agree to the informed consent terms, you must not access or use Medical Services.

## 5. Prescriptions

Prescriptions, if issued, are provided solely in accordance with applicable law and are subject to clinical appropriateness, legal limitations, and professional standards.

You acknowledge and agree that:

- A prescription may not be issued in all cases;
- Certain medications may not be available through the Platform;
- Prescriptions may be subject to quantity limits, refills restrictions, or other legal requirements;
- Controlled substances, where permitted, are subject to additional restrictions under applicable law.

Dr Gabi does not guarantee that any prescription will be issued.

## **6. User Responsibilities**

You agree to:

- Provide accurate, complete, and truthful information when accessing Medical Services;
- Update information as necessary to ensure accuracy;
- Follow any instructions or recommendations provided in connection with Medical Services;
- Seek in-person medical care when advised or when symptoms worsen or change.

Failure to provide accurate information may result in denial or discontinuation of Medical Services.

## **7. Geographic and Legal Limitations**

Medical Services are available only in jurisdictions where permitted by applicable law. Access to Medical Services may be restricted based on your location, applicable regulations, or other legal requirements.

Dr Gabi makes no representation that Medical Services are appropriate or available in all jurisdictions.

## **8. Continuity of Care**

Medical Services made available through the Platform are not intended to replace an existing relationship with an in-person healthcare provider or to serve as a primary source of medical care.

You are encouraged to maintain a relationship with an in-person healthcare provider and to share information obtained through the Platform as appropriate.

## **9. Data Use and Privacy**

The collection, use, storage, and disclosure of information in connection with Medical Services are governed by the Privacy Policy. Where applicable, health information is handled in accordance with federal and state privacy and security laws.

## **10. No Warranties Regarding Medical Services**

MEDICAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," TO THE FULLEST EXTENT PERMITTED BY LAW. NO WARRANTIES ARE MADE REGARDING OUTCOMES, DIAGNOSES, TREATMENT RESULTS, OR THE ISSUANCE OF PRESCRIPTIONS.

## **11. Limitation of Liability**

To the fullest extent permitted by law, Dr Gabi shall not be liable for any claims, damages, losses, or liabilities arising out of or related to Medical Services made available through the Platform.

Nothing in these Medical Services Terms limits liability where such limitation is prohibited by applicable law.

## **12. Changes to Medical Services Terms**

These Medical Services Terms may be updated from time to time. Continued use of Medical Services following notice of changes constitutes acceptance of the revised terms.

## **13. Contact Information**

Questions regarding these Medical Services Terms may be directed to:

**Email:** [legal@medi.ci](mailto:legal@medi.ci)