

# Terms & Conditions



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**DO NOT USE THIS WEBSITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**

**IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING HARMING YOURSELF OR OTHERS OR IF YOU FEEL THAT ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. SEEK IMMEDIATE IN PERSON ASSISTANCE. THE SITE IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THE PROVIDERS CANNOT GIVE THE ASSISTANCE REQUIRED IN ANY OF THE AFOREMENTIONED CASES.**

BY USING OR OTHERWISE ACCESSING THE SERVICES AND/OR BY CREATING AN ACCOUNT WITH US, YOU AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU CANNOT USE THE SERVICES.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

**Terms.** Soho Medical Doctors, PLLC (“SohoMD”, “we” or “us”) owns and operates the website at <https://www.sohomd.com/> (the “Site”), where you can find information about our services. These Website Terms and Conditions (the “Website Terms”) describe the rights and obligations of an unregistered website user or visitor (“user” or “you”) in connection with your use of the Site. By accessing or using the Site in any way, you agree to our [Privacy Policy](#) and to be bound by these Website Terms. These Website Terms apply only to your use of the Site, and the content made available on or through the Site, as an unregistered website user or visitor. If you use or access any of our physical space, restricted-access web-based services (i.e. those requiring scheduling an appointment), or other services we provide, your use of such space or services is subject to the terms and conditions you received or accepted when you signed up for such space or services. From time to time, we may make modifications, deletions or additions to the Site or these Website Terms. Your continued use of the Site following the posting of any changes to the Website Terms constitutes acceptance of those changes.

**Eligibility.** You hereby certify that you are (i) over the age of eighteen (18) or have the legal ability to consent to our Website Terms or have your Parent/Guardian consent to our Website Terms, and (ii) physically located or are a resident of the United States. No one under the age of eighteen (18) may access or use our Site or provide any personal information through the Site. The Site is only intended for use in the United States. You acknowledge that your ability to access and use the Site is conditioned upon the truthfulness of the information you provide regarding your age, residence and contact information and that the

Providers you access (“Provider(s)”) are relying upon this certification in order to interact with you and provide you services.

The Provider and Provider Services. The Site may be used to connect you with a Provider who will render services to you through the Site (“Counselor Services”). We require every Provider rendering Provider Services on the Site to be an accredited, trained, and licensed clinician based on their state and/or jurisdiction.

The Site’s role is limited to enabling the Provider Services while the Provider Services themselves are the responsibility of the Provider who renders them. If you feel the Provider Services rendered by the Provider do not fit your needs or expectations, you may change to a different Provider through the Site.

While we hope the Provider Services are beneficial to you, you understand, agree and acknowledge that they may not be the appropriate solution for everyone’s needs and that they may not be appropriate for every particular situation and/or may not be a complete substitute for a face-to-face examination and/or care in every particular situation.

**MEDICAL WARNING.** This Site has been created to provide information about health care and is for general informational purposes regarding health care that should never be construed as specific instructions for individual patients. Nothing on the Site is intended to substitute for proper medical advice, diagnosis, or treatment. Other than the guidance and advice you receive directly by you from your licensed Provider, the other educational, graphics, research sources and other incidental information on the Site (the “Content”) should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for

you. None of the Content represents or warrants that any particular medication or treatment is safe, appropriate, or effective for you. SohoMD does not endorse any specific tests, medications, products or procedures.

**Financial Policy.** It is our policy to require all patients to provide credit card information at the time of booking an appointment. You will be responsible for all charges incurred, including those amounts not paid by your insurance company. Predetermined fees associated with an appointment are required before time of service. If you do not have health insurance or you have health insurance coverage with a plan we do not participate with, you will be required to pay for all services in full prior to the time of visit. For minor patients, the adult accompanying the patient is responsible for payment of the visit and related procedures. We can help prepare a statement for you to attach to your insurance claim form for payment processing. Your insurance company should send its payment directly to you.

We accept Visa, Mastercard, American Express, and Discovery. Your credit card information will be held securely. When payments are due, Soho Medical Doctors, PLLC and affiliated entities (hereinafter “SohoMD”) will collect payments up to one business day prior to your scheduled appointments. **It is your responsibility to keep your credit card information updated. Charges that fail to process or are denied by your credit card company will still remain your financial responsibility and will be subject to late fees.**

You must present us with your most current health insurance card and a valid government issued photo ID at the time of the appointment. It is your responsibility to notify our office immediately of any changes to your insurance. As a courtesy, we will bill the fees of our services to your insurance plan provided

that we participate with your health insurance plan and the service is covered under your plan. **It is your responsibility to check with your health insurance carrier whether specific services or procedures are covered under your plan and to understand any policies they may have regarding your coverage of benefits.** If your insurance requires you to have a preauthorization or referral to be seen in our office, you must provide these prior to your first appointment.

**If there is a remaining, unpaid balance on your account after your health insurance company has paid its portion, we will charge the remaining balance to your credit card and then send a copy of the charges to you.** For specific information relating to the portion paid by your insurance, please refer to the Explanation of Benefits (EOB) that your insurance company is required to send you. Only your insurance company is responsible for determining your portion of the balance on the Explanation of Benefits form. In the event your health plan determines that a visit or service we already provided is not covered, declines payment for visits and services, or fails to pay, you will be responsible for payment in full and your credit card will be charged for same.

**APPOINTMENT CANCELLATION AND NO-SHOW.** You will be charged \$150\* for missed appointments, e.g. appointments that are not cancelled 24 business hours in advance (i.e. for Monday appointments, you must cancel by the appropriate time the preceding Friday) and appointments that you are late by 50% of the appointment time (i.e. late by 15 minutes for a 30 minute appointment). If you miss or “late” cancel two consecutive sessions, your provider may discharge you from their service. If at any time you want to discuss your financial obligations with us, we will be happy to make an appointment for you with a SohoMD administrator.

\*Certain providers have higher cancellation rates, but you would be made aware ahead of time.

**SohoMD COMMUNICATION VIA EMAIL AND TEXT MESSAGES.** Please be aware that emailing and text messaging with SohoMD practitioners and staff may not be the most secure means of communication, may not be HIPAA compliant and may compromise your confidentiality. However, we realize that many of our patients prefer to communicate via email and text message because it is a quick and convenient way to convey information. Therefore, in addition to email communications via Gmail, SohoMD provides for secure HIPAA compliant messaging through Spruce. Such communications may include the status of a patient's appointment or membership in any of our subscription services or billing matters, which may or may not contain protected health information. SohoMD may also use patient email addresses for informational communications (e.g., newsletters) and to conduct patient surveys for SohoMD's quality assessment and improvement purposes only. Such informational and survey emails shall be conducted via SohoMD's HIPAA compliant account with SurveyMonkey in accordance with their Privacy Policy and Terms of Use. You can unsubscribe from such emails at any time (using the link at the footer of the emails you receive) and you may stop participating in any survey you start at any time. We will not otherwise distribute or sell your email address. Nonetheless, we strongly suggest that you exercise caution and only communicate through a private device that you know is safe and technologically secure (e.g., has anti-virus protection, is password protected, not accessing the internet through a public wireless network, etc.). As always, if you have an emergency, call 9-1-1.

**Security of Your Personal Information.** USING ANY INTERNET-BASED SERVICE CARRIES INHERENT SECURITY RISKS, SUCH AS DATA BREACHES, THAT CANNOT BE 100% PREVENTED. SohoMD employs reasonable, HIPAA compliant, security measures designed to protect the security of information submitted through its services. Confidentiality of audio and video communications in individual and group therapy is protected by encryption and on a secure site. However, the security of information transmitted through the Internet can never be guaranteed. To protect you and your personal information we may suspend your use of SohoMD services, without notice, pending an investigation, if any breach of security is suspected.

**Your Responsibilities.** Group members are responsible for maintaining the security of any password, user ID or other form of authentication involved in obtaining access to password protected or secure areas of any of the online services offered by SohoMD. Access to and use of password protected and/or secure areas of SohoMD's services are restricted to authorized users only. It is your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, or other third-parties could either overhear your communications or have access to the technology that you are interacting with. You should only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

**Intellectual Property.** SohoMD and its licensors own all intellectual property rights in the Site. The Site is protected by copyright, trademark, patent and other United States and foreign laws. These Terms of Service don't grant you any right,

title or interest in the SohoMD Site, SohoMD trademarks, logos and other brand features, or any SohoMD patents. You will not use our copyrights or Trademarks or any confusingly similar marks, except as permitted by law or with our prior written permission. Subject to these Website Terms, we grant each user of the Site a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) the Site content solely for viewing, browsing and using the functionality of the Site. All Site content is for general informational purposes only.

**Copyright Protection.** We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act (DMCA). If you believe that anything on the Site infringes on a copyright that you own or control you may file a notification of such infringement by emailing [copyright@sohomd.com](mailto:copyright@sohomd.com).

Privacy and Security. Protecting and safeguarding any information through the Site is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy available at ("[Privacy Policy](#)"). BY AGREEING TO THIS AGREEMENT AND/OR BY USING THE SITE, YOU ARE ALSO AGREEING TO THE TERMS OF THE PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS AGREEMENT. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS AGREEMENT ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

**Third Party Content.** The Site may contain other content, products or services which are offered or provided by third parties ("Third Party Content"), links to Third Party Content (including but not limited to links to other websites) or



advertisements which are related to Third Party Content. We have no responsibility for the creation of any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and we will not be liable for any damage or loss caused by any Third Party Content.

**Disclaimer.** The Site is provided on an "as is" basis without warranties of any kind, either express or implied. To the extent permitted by law, we and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "SohoMD Parties") disclaim all warranties, express or implied, with respect to the Site, content or services (including third party services) on or accessible through the Site, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, or arising from course of dealing, course of performance or usage in trade. SohoMD does not represent or warrant that materials in the Site are accurate, complete, reliable, current or error-free. SohoMD does not represent or warrant that the sites or its servers are free of viruses or other harmful components.

**Limitations of Liability.** In the event of any problem with the Site or any of its content, you agree that your sole remedy is to cease using the services and Site. Under no circumstances shall SohoMD, any SohoMD licensor or supplier, or any third party who promotes the services or Site or provides you with a link to the Site be liable in any way for your use of the Site or any of its Content, including, but not limited to, any errors or omissions in any content, any infringement by any content of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of the use of any Content.

## **Modifications, Termination, Interruption and Disruptions to the Site.**

You understand, agree and acknowledge that we may modify, suspend, disrupt or discontinue the Site, any part of the Site or the use of the Site, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

The Site depends on various factors such as software, hardware and tools, either our own or those owned and/or operated by our contractors and suppliers. While we make commercially reasonable efforts to ensure the Site's reliability and accessibility, you understand and agree that no site can be 100% reliable and accessible and so we cannot guarantee that access to the Site will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

**Notices.** We may provide notices or other communications to you regarding these Terms of Use or any aspect of the Site, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to [legal@sohomd.com](mailto:legal@sohomd.com) or by mail to:

Attn: Legal Department  
104 West 40th Street, Ste 500  
New York, NY 10018

## Notice to California Residents:

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, clinical social workers, or professional clinical counselors). You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.

**Choice of Law; Arbitration Clause and Class Action Waiver.** These Terms of Use and any claim or dispute arising out of, relating to or in connection with these Terms of Use or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflicts of law principles. **YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY.**

Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this Agreement to arbitrate. YOU ARE WAIVING THE ABILITY TO PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER IN ANY CLASS OR COLLECTIVE CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS OR COLLECTIVE ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims

involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use or the Agreement.

**Miscellaneous.** These Website Terms constitute the entire agreement between us regarding the Site and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of these Website Terms is held to be invalid or enforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Website Terms shall otherwise remain in full force and effect and enforceable. In order for any waiver of compliance with these Website Terms to be binding, we must provide you with written notice of such waiver. The failure of either party to enforce its rights under these Website Terms at any time for any period will not be construed as a waiver of such rights. SohoMD may revise these Website Terms from time to time without notice to you. By continuing to access or use our Site after those revisions become effective, you agree to be bound by the revised terms. We encourage you to revisit the Website Terms periodically.