



WEBSITE TERMS OF USE (TOU)

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IN CASE OF A MEDICAL EMERGENCY, YOU SHOULD SEEK IMMEDIATE MEDICAL ATTENTION AT AN EMERGENCY DEPARTMENT OR BY CALLING 911.

IN CASE OF A MENTAL HEALTH EMERGENCY, PLEASE CONTACT COLORADO CRISIS SERVICES (<https://coloradocrisiservices.org/>, 1-844-493-TALK (8255) (Colorado residents)) OR CALL THE SUICIDE PREVENTION HOTLINE AT 988.

1. **Agreement.** This Term of Use agreement (the “TOU” or “Agreement”) specifies the terms and conditions for your and all users’ access to and use of the Site. We reserve the right to amend this Agreement at any time upon posting of the modified Agreement, and without notice to you. Any such modifications shall be effective immediately. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement. If you disagree with these TOU, your sole and exclusive remedy is to discontinue your use of the Site.
2. **No Professional Relationship.** THE USE OF THIS SITE IS IN NO WAY INTENDED TO, NOR DOES IT, CREATE A PROFESSIONAL RELATIONSHIP BETWEEN YOU AND US. Unless subject to a separate physician-patient relationship, none of the communications, information, or content you receive through the Site should be considered medical or other professional advice. All such health and health-related information contained within this Site is intended to be general, marketing, or educational in nature and should not be considered or used as a substitute for a visit with an appropriate healthcare professional. Site content is not intended to be, and you should not consider it to be, mental health, medical, or other licensed professional advice. The ultimate responsibility for your overall medical and mental healthcare remains with you. Always seek the advice of your personal physician or mental healthcare provider if you have any questions regarding a condition and before making any decisions regarding your healthcare. Subject to any specific client contractual language to the contrary, we do not assume any responsibility for how you use any information obtained through our Site or services. Any actual professional relationship between you and a provider at MWMD will be established via separate engagement and through your separate intake paperwork and patient agreement.
3. **Privacy.** By using this Site, you agree to comply with and be bound by these TOU, our [Privacy Policy](#), as well as all applicable laws and regulations. Our Privacy Policy is incorporated herein by this reference.
4. **Ownership; Intellectual Property.** All content included on this Site is and shall continue to be the property of MWMD or its content suppliers or affiliates and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site. All of our trademarks and copyrights on the Site are our exclusive intellectual property. Other product and company names mentioned on this Site may be trademarks of their respective owners.
5. **Intended Audience.** This Site is intended for adults only. This Site is not intended for any children under the age of 13.
6. **Site Use.** MWMD grants you a limited, revocable, nonexclusive license to use this Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Site, reverse engineer or break into the Site, or use materials, products or services in violation of any law. Your use of this Site is entirely at our discretion; we may terminate your use of this Site at any time.
7. **Links to Third-Party Websites.** The Site may contain hyperlinks or references to other websites (“Linked Sites”) operated by third parties. The Linked Sites may not be under our control, and we are therefore not

responsible for the information, products, or services described on Linked Sites, or for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Sites to You only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Sites is at your own risk; we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Sites.

8. **Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the Site. You further agree that information provided by you is truthful and accurate to the best of your knowledge.
9. **Indemnification.** You agree to indemnify, defend and hold MWMD and our partners, employees, owners, practitioners, licensees, and affiliates (the "MWMD Parties"), harmless from any liability, loss, claim and expense, including reasonable attorney fees and court or collection costs, related to your violation or breach of this Agreement, or your use of the Site, including but not limited to use of the Site in an unauthorized manner, fraud, violation of law, or willful misconduct.
10. **Disclaimer.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. MWMD DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE. By accepting using the Site, you agree and consent to MWMD and its affiliates or providers sending you disclosures, notices, messages, reports, and other communications, including via MWMD's EHR system, subject to applicable privacy laws, opt-out options, and ethical considerations. It is your responsibility to monitor these communications. You acknowledge and agree you will not hold MWMD or the MWMD Parties liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or your failure to comply with any treatment recommendations contained in those communications.
11. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL MWMD OR THE MWMD PARTIES BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR CONTENT IS TO CEASE ALL OF YOUR SITE USE. You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.
12. **Use of Information.** MWMD reserves the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our [Privacy Policy](#).
13. **Good Faith Estimate.** All patients of MWMD have a right to receive a "Good Faith Estimate" ("GFE") explaining how much their medical care will cost. Please see [our GFE page](#) for more info.
14. **EHR.** We use Osmind for maintaining our electronic health records ("EHR"). Please see [Osmind's terms of service](#) for more information.
15. **NPP.** You may access a copy of our Notice of Privacy Practices as governed under the Health Insurance Portability and Accountability Act ("HIPAA") [here](#).
16. **Applicable Law; Venue.** You agree that the laws of the state of Colorado, without regard to the conflicts of law provisions of any jurisdiction, will govern these TOU and any dispute that may arise between you and MWMD or the MWMD Parties. You further agree, the state and federal courts in the City and County of Denver, Colorado shall be the sole venue for all disputes arising out of this Agreement or your use of the Site, and such courts shall have exclusive jurisdiction, including personal jurisdiction over such issues and the parties. You waive any contrary defense or argument, including but not limited to for inconvenient forum.



17. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
18. **Waiver.** Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by MWMD must be in writing and signed by an authorized representative of MWMD.
19. **Termination.** We may terminate this Agreement at any time, with or without notice, for any reason.
20. **Relationship of the Parties.** Nothing contained in this Agreement, or your use of the Site, shall be construed to constitute either party as a partner, joint venturer, employee, or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume, or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.
21. **Entire Agreement.** These TOU constitutes the entire agreement between you and MWMD, governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Site.
22. **Contact Information.** Please contact us at the below information or via [the contact page](#) on the Site.

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