

Terms of Use

Effective Date: July 6, 2025

Last Updated: July 6, 2025

The following terms (the “Terms of Use” or the “Agreement”) constitute a legally binding agreement between you and Ararat Psychiatry LLC (“Ararat,” “we,” or “us”), the operator of the websites, applications, telehealth platforms, mobile apps, and all related services and technologies provided under the Ararat Psychiatry name (collectively, the “Services”).

The Services include, but are not limited to, telehealth video appointments, scheduling tools managed by Ararat Psychiatry LLC, appointment scheduling technologies embedded in third-party sites, and other digital tools designed to facilitate the delivery of mental health care via telehealth.

By accessing or using the services, you agree to comply with and be bound by this Agreement. If you do not agree to these Terms, you are not authorized to use the Services. The term “you” refers to any individual accessing or using the Services, whether or not you have registered for an Ararat Psychiatry LLC account.

Certain provisions of this Agreement, such as your payment obligations, indemnification responsibilities, limitations of liability, intellectual property rights, and dispute resolution procedures (including arbitration), will continue to apply even after termination of your use of the Services.

Your personal information is handled following our Privacy Policy, which is incorporated by reference into this Agreement.

IMPORTANT: By agreeing to these Terms, you consent to resolve any disputes with Ararat Psychiatry LLC through binding, individual arbitration and waive the right to a jury trial or to participate in any class action lawsuit or class-wide arbitration.

We reserve the right to update or modify these Terms at any time to reflect changes in our Services or legal requirements. When significant changes occur, we will provide notice through our website, email, or other reasonable methods. Continued use of the Services after such changes constitutes your acceptance of the updated Terms. If you do not agree with any modifications, you must discontinue use of the Services.

No amendments to this Agreement will be valid unless made in writing and signed by both you and Ararat Psychiatry LLC. If you create an account or use the Services on behalf of another person, you represent and warrant that you have the authority to do so and bind that individual to this Agreement

1. About the Services

Ararat Psychiatry LLC is a mental health clinic that provides psychiatric and behavioral health services exclusively via telehealth. By using our Services, you are granted a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to access and use the Services under these Terms of Use.

Certain features of the Services may be accessible without creating an account; however, to fully utilize all functionalities, including scheduling appointments and receiving personalized care, you must register and provide basic personal information. By submitting this information, you consent to Ararat Psychiatry LLC 's collection, use, and sharing of your data as outlined in our Privacy Policy.

Throughout your use of the Services, you may encounter various types of Content, such as text, data, images, videos, recommendations, articles, scheduling details, and guidance materials. While some Content may be created or reviewed by healthcare professionals, it does not create a medical professional-patient relationship and should not be considered medical advice, diagnosis, or treatment. This Content is intended solely to assist you in finding appropriate care or to provide general mental health information.

Ararat Psychiatry LLC strives to ensure that the Content provided is accurate and up to date; however, we do not guarantee the completeness or accuracy of the information. We disclaim any liability for decisions or actions you take based on Content accessed through our Services. Furthermore, Ararat Psychiatry LLC does not endorse or recommend any specific individual or entity featured or linked through the Services.

2. Medical Advice Disclaimer and Doctor-Patient Relationship

Ararat Psychiatry LLC provides all services exclusively through telehealth platforms. Please be advised that the information, content, and services offered through our telehealth service are for general informational purposes only and do not constitute medical advice, diagnosis, or treatment.

No doctor-patient relationship is established through your use of our telehealth services or website unless explicitly confirmed through a formal consultation with a licensed provider of Ararat Psychiatry LLC. We do not provide personalized medical advice outside of such a formal relationship.

Any information shared during telehealth sessions is intended solely for use within the scope of the established doctor-patient relationship and should not be considered a substitute for in-person examination, diagnosis, or treatment by a qualified healthcare professional.

If you require medical advice, diagnosis, or treatment, please schedule an appointment with a licensed healthcare provider at Ararat Psychiatry LLC. Do not rely on any content or communications obtained through our telehealth services as a substitute for professional medical care.

3. Telemedicine Services

Ararat Psychiatry LLC provides mental health services through telemedicine platforms, which may include video consultation tools offered directly by Ararat Psychiatry LLC or through authorized third-party virtual care providers (“Video Services”).

As a healthcare provider, Ararat Psychiatry LLC does not function as an insurance provider or pharmacy. Our role in offering Video Services is limited to facilitating your access to psychiatric and mental health care via telehealth. We do not control, supervise, or assume responsibility for the actions, communications, or services of independent healthcare providers involved in your care during these Video Services.

Ararat Psychiatry LLC is not liable for the content, availability, accuracy, quality, security, legality, reliability, or privacy practices of any third-party Video Services that you may use as part of your care. We strongly encourage you to carefully review the terms of use and privacy policies of any third-party platforms you access through our Services.

By utilizing these Video Services, you agree to release and hold Ararat Psychiatry LLC harmless from any claims or liabilities arising from your use of third-party telemedicine platforms or the healthcare services provided through them.

4. Third Party Links and Services

4.1 Links to Other Websites

While using the services, you may encounter links to websites operated by third parties. These links are provided solely for your convenience and do not imply endorsement or approval by Ararat Psychiatry LLC of those websites or the products and services they offer. You acknowledge and agree that Ararat Psychiatry LLC is not responsible or liable for the content, accuracy, or availability of any third-party websites.

Although we strive to link to reputable sites, third-party websites may contain content that is objectionable, unlawful, or inaccurate. Ararat Psychiatry LLC disclaims any responsibility or liability for the legality, decency, or accuracy of material found on or accessed through such external websites.

Your interactions, including payments, transactions, and agreements, with any third parties found via links on our services are solely between you and those third parties. You should independently investigate and evaluate any third-party products, services, or websites before engaging with them.

By using these linked websites or services, you agree to release and hold harmless Ararat Psychiatry LLC from any claims, losses, or damages arising from your use of such third-party sites or services.

4.2 Third-Party Software

Our Services may incorporate third-party software components, including open-source software. Your use of such third-party software is subject to the applicable terms and conditions set by the software providers. We may provide additional notices, including attribution or disclaimers, related to third-party software as required.

4.3 Application Stores

If you download or access our mobile application through third-party app stores or distribution platforms (such as the Apple App Store, Google Play, or others), you acknowledge that your use of the application is subject to the terms and conditions of those Application Providers.

Your license to use the mobile application is limited, non-exclusive, non-transferable, and non-sublicensable, solely for use in connection with Ararat Psychiatry LLC's services and subject to these Terms of Use. Ararat Psychiatry LLC is responsible for the application, not the Application Providers. The Application Providers do not provide maintenance, support, or warranty services for the application. If you experience issues with the application, you may contact the relevant Application Provider for a refund or other remedies following their policies.

By using the application, you agree to comply with any third-party terms that may affect your use of the app. The Application Providers are third-party beneficiaries of these Terms and may enforce these Terms concerning your use of the application.

You represent that you are not located in any country subject to U.S. government embargoes or designated as a "terrorist supporting" country, and that you are not listed on any U.S. government prohibited or restricted parties' lists

5. Payment and Transaction Processing

5.1 Payment and Transaction Processing Overview

Ararat Psychiatry LLC may offer you the ability to pay for telehealth services, mental health consultations, or other related services ("Designated Provider Services") directly through our platform. You may also be able to pay applicable insurance-related costs (such as copayments or coinsurance obligations) via our services. All payments are processed following our Privacy Policy.

To facilitate secure payment processing, Ararat Psychiatry LLC may use a third-party payment processing partner. By using these services, you agree to any applicable

terms and privacy policies provided by the payment processor. Ararat Psychiatry LLC may collect a transaction processing fee from providers to support our billing and collection operations. Any payment terms you encounter when paying through our platform are considered part of these terms of use.

5.2 Designated Provider Services

Some of our affiliated healthcare providers may list pricing information for their services (“Designated Provider Services”) on the Ararat Psychiatry LLC platform, allowing you to pay in advance or at the time of booking.

Before scheduling any service, you are responsible for reviewing:

- The pricing listed for the service (the “Designated Price”); and
- What is included or excluded in that service

Providers are expected to honor the Designated Price unless you agree separately to any additional charges. Any services provided beyond those listed or agreed upon will be the financial responsibility of you and your provider. Ararat Psychiatry LLC is not responsible for any separate arrangements you make with your provider, including additional fees or services not listed through our platform.

5.3 Insurance Payment Services

Where available, Ararat Psychiatry LLC may allow you to pay for part or all your financial obligations under your insurance coverage (such as deductibles or copays) using our platform.

While we strive to present accurate insurance-related information (“Insurance Content”), we cannot guarantee its accuracy. This information may be provided by third-party clearinghouses or your insurance provider and may change based on deductible status, benefit updates, or previous payments. You may still receive an explanation of benefits from your insurer and may ultimately owe additional amounts to your provider. Ararat Psychiatry LLC is not responsible for any discrepancies in these amounts.

5.4 Payment Terms and Responsibilities

If you choose to make payments through our services, you acknowledge and agree to the following:

- (a) You are responsible for paying the designated price and any additional charges agreed to with your provider.
- (b) You remain fully responsible for all payment obligations required by law or contract, including copayments, deductibles, and coinsurance.

(c) Payments may be processed through our designated third-party payment processor.

(d) Ararat Psychiatry LLC is not liable for charges imposed by healthcare providers, whether related to Designated Provider Services or otherwise.

(e) Ararat Psychiatry LLC does not resolve billing disputes between patients and insurance. You must address such concerns directly with your provider.

(f) You may be required to accept the terms of service and privacy policy of our payment processor to complete your payment.

(g) You must review all transactions promptly and report any questions or disputes to us within fifteen (15) days of the transaction date.

(h) You must provide accurate, up-to-date billing information and notify us or the payment processor immediately of any changes, such as a lost or stolen card or suspected security breach.

Ararat Psychiatry LLC and its payment processing partner are not responsible for failed transactions due to:

- Incorrect or incomplete payment details.
- Insufficient funds or credit limits.
- Inactive or unverified payment methods.
- Suspended or terminated accounts.
- Suspicion of fraud or unauthorized activity.
- Suspension or termination of services.

6. Reviews and Other Content You Post or Submit

As a user of Ararat Psychiatry LLC's telehealth services, you may have the opportunity to submit feedback about your experience with our mental health professionals, ask questions, or engage with interactive features of our platform. Any information you choose to share in this way, including written reviews, inquiries, suggestions, and comments, is referred to as "Posted Information."

When submitting Posted Information, you are expected to act responsibly and respectfully. All submissions must comply with our term of use policy and any guidelines posted on our website, including standards for provider reviews. Ararat Psychiatry LLC reserves the right to moderate or remove Posted Information that violates these policies, but we do not endorse, validate, or guarantee the accuracy of any user-generated content. All posted Information reflects solely the views of the individual who submitted it and not those of Ararat Psychiatry LLC.

6.1 License to Use Your Posted Information

By submitting posted Information through our services, you grant Ararat Psychiatry LLC and its affiliates, agents, and contractors an irrevocable, perpetual, worldwide, royalty-free, fully sublicensable license to use, reproduce, display, adapt, translate, modify, publish, distribute, and create derivative works based on your posted Information. This includes incorporating it into other works or platforms and adapting it for technical compatibility across devices and networks.

You represent and warrant that:

- You own or have the necessary rights to submit the posted Information.
- Your content does not infringe on the rights of any third party, including privacy, publicity, copyright, trademark, or contractual rights.
- Your content accurately reflects your experience and is not false or misleading.

To the extent that posted Information contains personally identifiable information, our use of that information is governed by our Privacy Policy. You acknowledge that all Posted Information is the sole responsibility of the individual who submitted it. Ararat Psychiatry LLC does not assume liability for any loss, harm, or damages resulting from the posted Information and disclaims responsibility for user-generated content, including its accuracy, reliability, or legal compliance.

6.3 Feedback

We welcome and encourage you to share suggestions, comments, or ideas to help us improve our services ("Feedback"). You may submit feedback by email, via our website, or through social media. Any feedback you provide will be considered non-confidential and non-proprietary. By submitting feedback, you grant Ararat Psychiatry LLC a worldwide, royalty-free, non-exclusive, irrevocable, perpetual, sublicensable license to use, modify, and publish your feedback for any lawful purpose without compensation to you.

7. Your Use of Content

All content made available through Ararat Psychiatry LLC, including but not limited to text, graphics, images, videos, software, audio, data, logos, trademarks, interfaces, and functionality ("Content") is the property of Ararat Psychiatry LLC or its licensors and is protected under U.S. and international copyright, trademark, trade secret, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the content strictly for personal, non-commercial purposes in connection with your use of the services. This license does not grant you any rights of ownership or intellectual property.

You may print, download, or store content solely for your convenience, but you may not modify, copy, distribute, transmit, reproduce, republish, upload, post, publicly display, license, sell, or exploit the content or services in whole or in part for any commercial purpose without prior written consent from Ararat Psychiatry LLC.

Unless expressly stated, no rights or licenses are granted to you other than those expressly outlined in these terms of use. All rights not expressly granted to you are reserved by Ararat Psychiatry LLC and its licensors.

8. Disclaimer

Ararat Psychiatry LLC was created to improve access to quality mental health care via telehealth, and we strive to deliver a reliable and user-friendly experience. However, you acknowledge and agree that:

- We have no control over how you interpret or use the content provided through our Services.
- We do not guarantee that the services or any content will meet your expectations or individual needs.
- You release Ararat Psychiatry LLC from all liability arising from your access to or use of any content.

All content and services are provided “as is” and “as available” without warranties of any kind. To the maximum extent permitted by applicable law, Ararat Psychiatry LLC and its affiliates, employees, agents, contractors, and licensors disclaim all express, implied, statutory, or other warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, title, non-infringement, reliability, or performance.

We do not warrant that:

- The services will operate without interruption or be error-free.
- Any defects will be corrected.
- The services or servers are free of viruses, malware, or other harmful components.
- The content will be timely, accurate, or complete.

We are not liable for user-generated content or any third-party data accessed through the services. Ararat Psychiatry LLC does not assume any special fiduciary or professional duty to you beyond what is required by law or the nature of the doctor-patient relationship established during care.

9. General Limitation of Liability

Your sole and exclusive remedy for dissatisfaction with the services provided by Ararat Psychiatry LLC is to discontinue use of those services.

To the fullest extent permitted under applicable Florida and federal law, in no event shall the total cumulative liability of Ararat Psychiatry LLC, including its affiliates, employees, officers, contractors, partners, and agents to you for any claims arising out of or relating to your use of the services exceed the greater of:

1. One hundred U.S. dollars (\$100); or
2. The total amount of fees paid by you to Ararat Psychiatry LLC and retained by Ararat Psychiatry LLC during the six (6) months preceding the event that gave rise to the claim.

To the maximum extent permitted under Florida law, Ararat Psychiatry LLC will not be liable for any indirect, incidental, special, consequential, or punitive damages, whether arising in contract, tort, negligence, strict liability, or otherwise, including but not limited to:

- Loss of income, profits, or business opportunity.
- Loss or compromise of personal data or medical records.
- Loss of goodwill or reputation.
- Business or service interruption.
- Malfunction or failure of technology.
- Inability to access or use the telehealth services.
- Errors, omissions, or malpractice committed by independently licensed healthcare providers using the platform.

These limitations apply even if Ararat Psychiatry LLC was advised of the possibility of such damages.

Some jurisdictions, including certain provisions of Florida law, may not allow the exclusion or limitation of certain types of damages. In such cases, Ararat Psychiatry LLC's liability shall be limited to the maximum extent permitted by applicable law.

By using the services, you expressly waive any rights or remedies under any state law that would otherwise limit this release, including but not limited to any provisions like Florida's common law protections that may restrict waivers of future unknown claims.

10. Changes to This Policy

At Ararat Psychiatry LLC, we reserve the right to revise or update this Privacy Policy at any time, at our sole discretion, in response to changes in our operations, applicable laws, or advances in technology.

When changes are made, we will update the "Last Updated" date at the top of this policy to reflect the most recent version. If we implement any material changes that significantly affect how we collect, use, or protect your personal information, we will notify you through a prominent notice on our website or by direct communication, such as email, when appropriate.

Please be aware that your continued use of our Services following any update constitutes your acceptance of the revised Privacy Policy. The handling of your information will be governed by the version in effect at the time it was collected.

We encourage all users to review this Privacy Policy periodically to stay informed about how Ararat Psychiatry LLC safeguards your privacy.

11. Contact Us

If you have any questions about this Privacy Policy or your privacy rights, please contact:

Ararat Psychiatry LLC

Email: info@aratatpsych.com

Phone: 305-615-5145

Website: www.araratpsychiatry.com