

Online Care Terms and Conditions

Version 4 · Effective October 26, 2026.

1. Who provides your care

These terms govern the online care services ("Online Care") offered by PHP INS TX PLLC, doing business as Passion Health Primary Care ("Passion Health," "we," "our"). Our website is passionhealthphysicians.com.

Passion Health is a physician-owned Texas medical practice. Online Care is provided by our own physicians, and by nurse practitioners and physician assistants acting under the delegation and supervision of a Passion Health physician under a prescriptive authority agreement (Tex. Occ. Code §157.0512). Every physician providing Online Care holds a full Texas medical license (22 TAC §175.1). You may be asked to verify your identity with a government-issued photo ID. We use technology and payment vendors to support these services; that does not change the identity of your treating practice or clinician.

Administrative contact: 214-666-6259; appointments@passionhealthphysicians.com. Mailing address: 230 O'Connor Ridge Blvd, Suite 110, Irving, Texas. Questions about your care: call 214-666-6259. The PHi patient portal is Passion Health's secure patient portal; until your portal account is set up, we reach you by phone, text and email, and anything these terms say you can do in the portal you can also do by calling 214-666-6259.

2. Website information and the treatment relationship

General website articles, condition descriptions, and educational materials — including the "medicines a clinician may consider" shown on each condition page — are informational and are not individualized diagnosis or treatment. Browsing the website, creating an account, or paying for an evaluation does not by itself mean a clinician has agreed to treat you.

A practitioner-patient relationship is formed when a Passion Health clinician undertakes your evaluation in a manner permitted by Tex. Occ. Code §111.005: through an existing relationship with our practice, through a live audio-video visit, or through asynchronous review of your intake together with clinically relevant photographs, video, or records — in each case meeting the same standard of care that applies in person (§111.007). Once formed, all professional obligations apply. These terms do not disclaim that relationship or waive any clinician's duties.

Your care may concern a single episode or an ongoing program, as described when you enroll. An episodic Online Care visit does not enroll you in comprehensive primary care or any membership, and it does not replace a primary care relationship. Please keep a primary care clinician (Passion Health or another practice) for ongoing care, preventive visits and emergencies.

3. Eligibility, identity, and location

Online Care is offered to adults age 18 or older. Pediatric services are not offered through Online Care; children may be seen in person at Passion Health clinics that see children, or by their own doctor.

You must provide accurate identity, contact, medical-history, medication, allergy, and location information. To confirm your identity we ask for a government-issued photo ID — a driver's license or state ID, a passport from any country, a consular ID, a military ID, or a permanent resident card. If you do not have one, a team member verifies you by phone or video instead; no one is refused care for lacking an ID. We do not ask about immigration or citizenship status and do not use any such information that an identity document may show (Section 1557 of the ACA; Title VI of the Civil Rights Act). Identity documents are stored in your medical record, used to confirm identity and match coverage, and protected like the rest of your record, with the safeguards and destruction Texas requires (Tex. Bus. & Com. Code §521.052). We ask where you are physically located at each encounter. Our clinicians are licensed in Texas, and a clinician generally must be licensed where the patient is located, so Online Care is available only to patients physically present in Texas at the time of the visit. A Texas home address does not establish that you are in Texas during a visit. If you are outside Texas, we stop before any evaluation begins and no fee is charged.

The condition catalog is a scheduling and pricing aid, not a determination that Online Care is clinically appropriate for you.

4. Emergencies and service limitations

Online Care, phone messages and portal messaging are not emergency services. Call 911 or go to the nearest emergency room when you believe you have a medical emergency. If you are having thoughts of harming yourself, call or text 988; if you are thinking of harming someone else, call 911. Do not wait for a call back or a portal reply.

Intake is available 24 hours a day. Clinician review runs around the clock Monday through Friday, and from 7:00 AM to 9:00 PM Central Time on Saturdays and Sundays. Weekday cases are ordinarily reviewed within hours; weekend cases submitted by 7:00 PM are ordinarily reviewed the same day, and later ones by 9:00 AM the next morning. Routine questions left by phone message or in the portal are ordinarily answered within one business day. These are service expectations, not guarantees, and we do not provide continuous monitoring unless a separate program agreement expressly says so.

Each condition page lists symptoms and circumstances for which Online Care is not appropriate. A clinician may determine at any point that you need an in-person examination, testing, specialist care, or a higher level of care. We will explain the next step and, where appropriate, offer a same-day appointment at a Passion Health clinic in Dallas–Fort Worth. If you are not near one of our clinics, we tell you what kind of care you need and how soon, give you a written summary of the visit, and give you guidance on appropriate follow-up care (Tex. Occ. Code §111.005(b)). Outside providers may charge separately.

5. Telehealth evaluation and consent

Before telehealth treatment we obtain your informed consent to telemedicine (Tex. Occ. Code §111.002) and make our [Notice of Privacy Practices](#) available to you. Consent is recorded in your medical record.

Evaluation may involve a live video visit, a telephone call, secure messages, photographs, records, or a combination. Evaluations for anxiety, depression, ADHD, insomnia, PMDD and trichotillomania include a live video visit. For other conditions the clinician may evaluate you from your intake, photographs, and records, and will call or video you when needed. Online intake supports evaluation; it does not guarantee that the information is sufficient to diagnose or prescribe. If technical problems prevent an

adequate evaluation, we will complete it by another method or reschedule at no additional charge, or refund the fee (Section 9).

After an Online Care visit, your clinician will give you guidance on appropriate follow-up care. If you have a primary care physician outside Passion Health and you consent, we send a record of the visit to that physician within 72 hours (§111.005(b)). If Passion Health is your primary care practice, the visit is recorded in your existing chart.

6. Prescriptions and pharmacies

Payment is for the disclosed clinical evaluation and care plan, not for a guaranteed prescription, particular drug, dose, diagnosis, or result. A prescription is valid only when a practitioner-patient relationship has been established and all other applicable laws have been followed (22 TAC §175.3; Tex. Occ. Code §111.006). Prescribing decisions are made solely by the treating clinician.

When appropriate, prescriptions are sent electronically to the pharmacy you select that is licensed to fill prescriptions for patients in Texas, including mail-order pharmacies used by your plan. Passion Health does not dispense, sell, ship, or mark up medication under Online Care. You pay the pharmacy separately, and drug costs are not included in any visit or membership fee. Passion Health accepts no referral fees, rebates, or other remuneration from any pharmacy, manufacturer, or laboratory (Tex. Occ. Code §102.001; 42 U.S.C. §1320a-7b(b)).

Refills require reassessment on the schedule stated for your condition and may require monitoring or testing; refills are not automatic because you have a membership.

Controlled-substance policy. Passion Health does not prescribe controlled substances (Schedules II–V) at an Online Care evaluation, including stimulants, benzodiazepines, opioids, testosterone and other anabolic steroids, and controlled sleep medications. Where a controlled medication may be part of standard care for your condition, a Passion Health physician evaluates you in person at one of our clinics; if appropriate, the medication is started and managed there under a controlled-substance treatment agreement, outside Online Care. Schedule II medications are prescribed only by physicians (Tex. Occ. Code §157.0511) and all controlled-substance prescriptions are sent electronically (Tex. Health & Safety Code §481.0755). This policy is stricter than current Texas and federal rules (22 TAC §175.3(b); DEA telemedicine flexibilities through Dec 31, 2026) and may be revised.

7. Follow-up and test results

Included follow-up is stated on each condition page before you pay:

- Quick evaluations include a check-in call or text at 48 hours and questions about the same problem, by phone or in the PHi portal, for 14 days.
- Standard evaluations include the 48-hour check-in, lab orders when needed, and messaging for 30 days.
- Comprehensive evaluations include a live video visit, screening instruments, a written care plan, and messaging for 90 days.
- Renewal/follow-up visits include a short reassessment and refill review.

A new concern, or a request outside the included window, is a separate visit at the fee disclosed before the service. Passion Health reviews and communicates results for tests it orders; if an expected result has not arrived, please contact us — this does not transfer the practice's responsibility to track results to you.

8. Fees, insurance, and payment

Before you authorize a purchase, we disclose the evaluation type, the fee or insurance arrangement, included services, and known exclusions. Laboratory work, imaging, medication, specialist care, and outside services are separately payable unless expressly included.

Insurance track. If you use insurance, we collect your plan name, member ID, group number, the policyholder's details when the policy is not your own, and optionally images of your insurance card — used to verify eligibility, obtain authorization where required, and submit claims. We verify eligibility before clinician review and show your estimated copay, coinsurance, or deductible amount, which is an estimate and not a guarantee of coverage. The visit is billed to your plan as a telehealth or online evaluation service according to the plan's rules; your plan determines coverage and your cost-share. Texas-regulated plans may not exclude a covered service solely because it was provided by telemedicine (Tex. Ins. Code §1455.004); self-funded employer plans and government programs follow their own rules. If your case is redirected to an in-person visit, the online work is combined with that visit and is not billed separately.

Self-pay track. The flat fee shown for your evaluation type is the full charge. Nothing is billed to your insurance, and you may ask us not to disclose the visit to your plan (45 C.F.R. §164.522(a)(1)(vi)). If screening stops your visit before payment, nothing is charged. If the clinician does not accept your case for Online Care, for any reason, the full fee is refunded to the original payment method and no claim is submitted to any insurer (Section 9).

Medicare, Medicaid, CHIP, and TRICARE. Because Passion Health participates in these programs, covered services for beneficiaries are billed to the program and the self-pay track is not offered for covered services.

How card payments are handled. Self-pay fees are processed by Authorize.net, our payment gateway. Card details are entered on Authorize.net's secure hosted page and are never collected, transmitted, or stored by Passion Health or this website; we receive only a confirmation that payment succeeded. Passion Health does not store full card numbers. Any refund is returned to the same card.

Patients who are uninsured or choose self-pay have the right to a Good Faith Estimate and a dispute process under the federal No Surprises Act (45 C.F.R. §149.610). A website price does not replace a required individualized estimate. Itemized bills are available on request. Recurring charges require separate, affirmative authorization under a written program agreement.

Pricing errors. If a price is shown incorrectly because of a typographical or system error, we may cancel the purchase before the clinician's review begins and refund anything charged; we will tell you the correct price so you can decide whether to proceed. **Not insurance.** Fees paid to Passion Health for Online Care or a program are payments for services, not insurance premiums, and Passion Health is not an insurer. **Billing questions.** Please tell us about a billing problem within 60 days of the charge so we can fix it quickly; doing so later does not take away any right the law gives you.

9. Cancellation, refunds, and interrupted visits

If the clinician does not accept your case, you get a full refund, automatically. Your case is accepted when the reviewing clinician issues a care plan for the problem you submitted. If instead the clinician does not accept your case for Online Care, for any reason, including that your problem needs an in-person examination, is outside what we treat online, or in the clinician's judgment is not appropriate for Online Care, we refund the full fee to the original payment method within 10 business days without

you having to ask, and no claim is submitted to any insurer for the online review. Once your case is accepted and the evaluation is complete, the disclosed fee is payable even if the plan is advice or testing rather than a prescription; a referral to a specialist, or routine tests as part of an accepted plan, does not change the fee. If the only plan is that you need to be seen in person, we treat your case as not accepted and refund the full fee. WeightCare follows the refund terms in its program agreement.

Cancellations. You may cancel a self-pay evaluation at any time before a clinician begins review, for a full refund. Scheduled video visits may be rescheduled or cancelled up to 2 hours before the start time at no charge; there is no no-show fee, and a missed visit may be rescheduled. If a visit cannot be completed because of a technical failure, we complete it by another method or reschedule at no charge, or refund the fee. For these cancellation and technical-failure refunds, message us in the portal or call 214-666-6259; they return to the original payment method within 10 business days.

10. Memberships and ongoing programs

Membership is optional and requires a separate written program agreement; Online Care evaluations are sold per visit. Passion Health offers separate agreements for its direct-care membership and for WeightCare, each stating its own price, billing, included services, exclusions, cancellation process, and eligibility restrictions. A membership is not health insurance, does not guarantee a prescription, unlimited visits, immediate access, or a particular clinician, and is not represented as eligible for payment from a health savings account. We will not enroll you in recurring billing because you purchased a one-time visit. WeightCare Direct is charged once, \$387 for the first three months, after a clinician accepts you and you sign the program agreement, then \$129 a month until you cancel. You may cancel at any time by message in the PHi portal or by calling 214-666-6259; cancellation takes effect before the next billing date. A cancellation within 3 days of the first charge is refunded in full; otherwise the three-month fee is not refunded, and no further monthly charges are made. If a clinician withdraws you from the program for medical reasons, unused whole months are refunded. We obtain your express consent to the recurring charge before billing is set up, and the program agreement repeats these terms.

11. Privacy, accounts, and communications

Our [Notice of Privacy Practices](#) explains how protected health information is handled under HIPAA (45 C.F.R. Parts 160 and 164), the Texas Medical Records Privacy Act (Health & Safety Code ch. 181), and physician confidentiality law (Tex. Occ. Code ch. 159; §111.003). Acceptance of these terms is not an authorization to sell health information or use it for advertising. Our website [Privacy Policy](#) and [Cookie Policy](#) explain how the rest of our website handles information; Online Care pages use no advertising or tracking technologies. Protect your account credentials and use the phone or the PHi portal, not ordinary email or text, for detailed clinical information; ordinary email and SMS carry privacy risks. Marketing consent is not required to receive care. Clinical encounters are not recorded without notice and consent. Telephone calls to our offices may be recorded for quality and training when you are told so at the start of the call. You may withdraw telehealth consent at any time and we will discuss other care arrangements, including in-person care.

Optional authorizations. Except where the law requires or permits disclosure (for example, public-health reporting), we share your information outside treatment, payment, and health care operations only when you sign a separate written authorization. When research contact is available, at the end of an online visit you may, if you wish, authorize Passion Health Primary Care to share your contact details and records with Passion Health Research Institute, LLC so that it can tell you about research studies you may qualify for; the authorization states its purpose, expiry, and how to withdraw it, and declining

never affects your care. If you choose the optional AI assistant for history-taking, you are told before you start what it does and what is kept, and you can switch to the typed form at any time.

Electronic records and signatures. By using Online Care you agree that we may give you notices, receipts, consents, these terms and your visit summary electronically, through the PHi portal, email or text, and that checking a box or clicking a button is your electronic signature. You can ask for a paper copy of any of them at any time, at no charge, by calling 214-666-6259, and you can withdraw this agreement for future communications by telling us; we will then use mail. You need a device with internet access and an email address to use Online Care.

Your account. Keep your PHi portal password private and tell us right away if you think someone else has used your account. You may close your portal account at any time by messaging us or calling 214-666-6259. Closing an account does not delete your medical record, which we must keep for the period Texas law requires (Section 13), and fees already incurred remain payable.

Text messages. We send care-related texts about your visit, such as when review starts and when your plan is ready, to the mobile number you give us, and, if you turn it on, short check-in texts after your visit. Message frequency varies by visit; message and data rates may apply; reply STOP to stop and HELP for help. Texts are never used for marketing without separate consent.

12. Website use and intellectual property

Use the website for lawful personal purposes. Do not impersonate others, access another person's account, submit false intake information, disrupt systems, or misuse confidential information. These restrictions do not limit lawful patient advocacy, complaints, or honest reviews. Website materials are protected by intellectual-property law; you may retain materials supplied for your own care.

13. Access restrictions, termination, and records

We may restrict website or portal access for fraud, security threats, abusive conduct, or misuse; this does not discharge clinical obligations or your right of access to your medical records. Ending a treatment relationship or membership follows applicable notice, continuity-of-care, records-access, and refund requirements, including Texas Medical Board rules on ending a physician-patient relationship. Medical records are retained for the periods the Board requires and are not deleted when an account ends. We may change, add or discontinue Online Care services; if a service you have paid for is discontinued before your evaluation is complete, we refund the fee in full.

14. Clinical responsibility, complaints, and disputes

Treatment outcomes cannot be guaranteed, and technology can experience interruptions. Nothing in these terms waives rights that cannot lawfully be waived, excuses a failure to meet professional standards, or caps liability for clinical care. Direct service or billing concerns to 214-666-6259. You retain the right to contact regulators, licensing boards, payers, or courts.

The website itself. General website content and the website's technical operation (not the clinical care you receive) are provided as they are, without warranties the law does not require. To the extent Texas law allows, and never for clinical care, personal injury, or anything the law does not let us limit, Passion Health's liability for a website or technical problem is limited to the amount you paid for the affected visit, which we refund. **Talking to us first.** If you have a dispute with us, please contact us first; we will try to resolve it within 30 days. This does not limit your right to go to a court, a regulator or a licensing board at any time.

NOTICE CONCERNING COMPLAINTS

Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, surgical assistants, medical radiologic technologists, non-certified radiologic technicians, respiratory care practitioners, medical physicists, and perfusionists may be reported for investigation at the following address: Texas Medical Board, Attention: Investigations, 1801 Congress Avenue, Suite 9.200, P.O. Box 2018, Austin, Texas 78768-2018. Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353. For more information please visit our website at www.tmb.state.tx.us

AVISO SOBRE LAS QUEJAS

Quejas sobre médicos, así como sobre otros profesionales médicos de la Junta Médica de Texas, incluyendo asistentes médicos profesionales, acupunturistas, asistentes quirúrgicos, tecnólogos médicos en radiología, técnicos radiólogos no certificados, profesionales de cuidados respiratorios, físicos médicos, y perfusionistas se pueden presentar en la siguiente dirección para ser investigadas: Texas Medical Board

Attention: Investigations

1801 Congress Avenue, Suite 9.200

P.O. Box 2018

Austin, Texas 78768-2018

Si necesita ayuda para presentar una queja, llame al: 1-800-201-9353

Para obtener más información, visite nuestro sitio web en www.tmb.state.tx.us

Nurse practitioners are licensed by the Texas Board of Nursing. To file a complaint about a nurse practitioner, contact the Board at www.bon.texas.gov.

No mandatory arbitration or class-action waiver is created by these terms. Texas law governs to the extent applicable, without displacing controlling federal law or mandatory protections.

15. General terms

Whole agreement. These terms, the telemedicine consent, the Notice of Privacy Practices and, where you enroll, a program agreement are the whole agreement between you and Passion Health for Online Care. **If a part is unenforceable**, the rest still applies. **If we don't enforce a term** on one occasion, we can still enforce it later. **Assignment.** You may not transfer your rights under these terms to anyone else; Passion Health may transfer them to a successor practice that takes over your care, and we will tell you if that happens. **Events beyond our control.** If a power, internet, platform or payment-system failure, a disaster, a public-health emergency or a government order stops us from providing a service, we will tell you as soon as we can and refund any fee for a visit we could not complete. **Notices** from us come through the PHi portal, email, text or mail at the details you gave us; notices to us go to appointments@passionhealthphysicians.com or 230 O'Connor Ridge Blvd., Suite 110, Irving, Texas 75038. **Time limits.** We do not shorten the time the law gives you to bring a claim.

16. Changes and acceptance

The effective date and version appear at the top of the final terms. Material changes are communicated prospectively and do not retroactively change completed purchases or substitute for consent required for treatment, recurring billing, or an existing membership. At checkout you can read and retain these terms and must affirmatively accept the applicable version. Separate acknowledgments are used for telemedicine consent, the Notice of Privacy Practices, sharing your visit with your own clinician, check-in

text messages, the optional AI assistant, the optional research-contact authorization, any membership, and optional marketing.