



TERMS AND CONDITIONS

Luma Health Co.

Effective Date: 6/24/2026

These Terms and Conditions (“Terms”) govern your access to and use of the website, patient portal, telehealth platform, and related services (collectively, the “Services”) provided by Luma Health Co. (“Company,” “we,” “us,” or “our”). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you must not use the Services.

1. Eligibility and Use of Services

You must be at least 18 years of age and legally able to enter into binding agreements to use the Services. By using the Services, you represent that all information you provide is true, accurate, current, and complete.

You agree to use the Services only for lawful purposes and in accordance with these Terms. Unauthorized or improper use of the Services is strictly prohibited.

2. Nature of Telehealth Services

Luma Health Co. provides telehealth-based medical services, which may include virtual consultations, clinical assessments, treatment planning, prescription management, and related healthcare services.

You understand and acknowledge that:

- Telehealth services are not a replacement for in-person emergency care.
- A physical examination may be limited or not possible.
- Clinical decisions are based on the information you provide and available medical records.
- You are responsible for providing accurate and complete health information.

If you are experiencing a medical emergency, you should call 911 or seek immediate in-person medical care.



3. No Doctor–Patient Relationship Until Established

A formal provider–patient relationship is not established until Luma Health Co. accepts you as a patient through its clinical intake process and provides confirmation of care.

4. Account Registration and Security

If you create an account, you agree to maintain accurate, complete, and up-to-date information. You are responsible for safeguarding your login credentials and all activity conducted under your account.

You must notify us immediately of any suspected unauthorized access or breach of security. Luma Health Co. reserves the right to suspend or terminate accounts that violate these Terms or pose security risks.

5. Telehealth Consent

By using the Services, you consent to receive healthcare services via telecommunication technologies, including video, audio, messaging, or other electronic means. You understand that:

- Telehealth may involve limitations compared to in-person care
- Technical failures may interrupt services
- Your information may be transmitted electronically

You may withdraw consent to telehealth services at any time; however, doing so may limit your ability to receive care through the platform.

6. Privacy and Confidentiality

Luma Health Co. is committed to protecting your health information in accordance with applicable privacy laws, including HIPAA where applicable.

We implement reasonable administrative, technical, and physical safeguards to protect your information. However, no system can guarantee absolute security.



Your use of the Services is also subject to our Privacy Policy, which is incorporated into these Terms by reference.

7. Payments and Billing

You agree to pay all fees associated with the Services as disclosed at the time of purchase or service delivery. You understand and agree that all fees and charges associated with the Services and any related products are considered final and are generally non-refundable, in whole or in part, to the fullest extent permitted by applicable law.

You are responsible for all amounts charged to your account, including any transactions processed using your payment method. You agree to promptly review your account activity and notify Luma Health Co. of any billing discrepancies or suspected unauthorized activity as soon as reasonably possible so that the matter may be investigated in accordance with applicable policies and law.

You authorize Luma Health Co. to charge your selected payment method for services rendered, including applicable taxes or fees.

8. Prohibited Conduct

You agree not to:

- Violate any applicable laws or regulations
 - Provide false or misleading information
 - Attempt to access another user's account
 - Interfere with the operation or security of the Services
 - Use the Services for fraudulent, abusive, or unlawful purposes
 - Copy, distribute, or exploit any content without authorization
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9. Intellectual Property

All content, branding, materials, software, design elements, and functionality provided through the Services are owned by or licensed to Luma Health Co. and are protected under applicable intellectual property laws.



You are granted a limited, non-exclusive, non-transferable license to access and use the Services for personal, non-commercial use only. No ownership rights are transferred to you.

10. Third-Party Services

The Services may integrate with or contain links to third-party platforms or services. Luma Health Co. is not responsible for the content, accuracy, or practices of third-party providers and assumes no liability for their use.

11. Disclaimer of Warranties

The Services are provided on an “as is” and “as available” basis. To the fullest extent permitted by law, Luma Health Co. disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not guarantee uninterrupted, error-free, or completely secure operation of the Services.

12. Limitation of Liability

To the fullest extent permitted by law, Luma Health Co. and its affiliates, providers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising from your use of or inability to use the Services.

Total liability, if any, shall not exceed the greater of one hundred dollars (\$100) or the amount you paid for Services in the twelve (12) months preceding the claim.

Some jurisdictions may not allow certain limitations; in such cases, limitations will apply to the maximum extent permitted by law.

13. Indemnification

You agree to indemnify and hold harmless Luma Health Co. and its affiliates, providers, and employees from any claims, damages, liabilities, or expenses arising out of your use of the Services, violation of these Terms, or violation of any rights of a third party.



14. Termination

We reserve the right to suspend or terminate your access to the Services at any time, with or without notice, for conduct that we believe violates these Terms or is otherwise harmful to the Services, patients, or operations.

15. Governing Law and Venue

These Terms are governed by and construed in accordance with the laws of the State of Louisiana, without regard to conflict of law principles.

Any disputes arising under or relating to these Terms shall be brought exclusively in the state or federal courts located in Louisiana, and you consent to the jurisdiction of such courts.

16. Changes to Terms

We may update or modify these Terms at any time. Updated Terms will be posted on the website with a revised effective date. Continued use of the Services constitutes acceptance of the revised Terms.

17. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Entire Agreement

These Terms, together with any applicable Privacy Policy or additional policies referenced herein, constitute the entire agreement between you and Luma Health Co. regarding use of the Services.



Contact Information:

Luma Health Co.

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