

Terms and Conditions

Effective Date: April 1, 2026

These Terms and Conditions (“Terms”) govern your access to and use of the website operated by Mannkind Direct Family Medicine (“Mannkind,” “we,” “our,” or “us”), including any online features, contact forms, account registration tools, newsletter sign-ups, scheduling links, payment features, and related website services. By accessing or using the website, you agree to these Terms. If you do not agree, please do not use the website.

1. Website Purpose

The website provides general information about Mannkind Direct Family Medicine, Direct Primary Care, available services, membership options, pricing, frequently asked questions, enrollment interest, and practice communications. The website is intended for informational and administrative purposes only and does not replace professional medical evaluation, diagnosis, or treatment.

2. No Emergency or Urgent Medical Use

The website, online forms, email, newsletter tools, and non-secure website communications are not intended for medical emergencies or urgent medical concerns. If you are experiencing a medical emergency, call 9-1-1 or seek emergency medical care immediately. For time-sensitive medical issues, use the communication methods specifically provided by the practice for patients, such as the patient portal or direct patient line when applicable.

3. Medical Information Disclaimer

Content on the website is provided for general educational and informational purposes. It is not medical advice and does not create a physician-patient relationship. A physician-patient relationship is established only after Mannkind accepts you as a patient or member and all required registration, consent, and practice enrollment steps are completed. Always seek the advice of a qualified healthcare professional regarding any medical condition, symptoms, diagnosis, or treatment plan.

4. Direct Primary Care Membership

Mannkind Direct Family Medicine operates as a Direct Primary Care practice. Membership fees, services, availability, non-member visit options, family plans, group pricing, home visits, and other offerings may be described on the website. Website descriptions are for general information and may change. Final membership terms, pricing, covered services, billing arrangements, cancellation rights, and patient obligations may be governed by a separate membership agreement, enrollment paperwork, consent forms, or other practice documents.

5. Insurance, Medicare, and Third-Party Coverage

The Direct Primary Care model generally involves direct payment by patients or members rather than billing insurance for routine membership services. Mannkind does not guarantee that membership fees, non-member visits, labs, imaging, medications, procedures, or other services will be reimbursable by insurance, Medicare, Medicaid, HSA, FSA, or any third-party payer. You are responsible for understanding your own coverage, tax, reimbursement, and benefits rules.

6. Accounts, Forms, and User Information

If the website allows you to submit a contact form, enrollment interest form, registration information, newsletter sign-up, payment details, or account information, you agree to provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of any account credentials and for all activity associated with your account. We may decline, suspend, or terminate access to online features if information is inaccurate, incomplete, inappropriate, or used in a way that violates these Terms.

7. Payments and Billing

If payments, subscriptions, membership fees, deposits, visit fees, lab fees, medication charges, procedure charges, or other amounts are collected through or in connection with the website, you agree to pay all applicable charges according to the terms presented at the time of enrollment, service, or billing. Prices, available services, and billing methods may change. Unless otherwise stated in a separate written agreement, you are responsible for all charges incurred through your account or requested services.

8. Communications and Consent

By submitting your contact information through the website, you consent to being contacted by Mannkind Direct Family Medicine using the information you provide, including by phone, email, text message, patient portal message, or other communication method where permitted. We may use communications for administrative, scheduling, enrollment, billing, practice newsletter, clinic update, or other non-clinical purposes. You may opt out of non-clinical marketing communications at any time, but important administrative or patient-care communications may still be sent where permitted by law.

9. Privacy and HIPAA

Your use of the website is also governed by our Privacy Policy. The website Privacy Policy applies to information collected through website interactions, online forms, accounts, newsletter sign-ups, tracking technologies, and related website services. Protected Health Information and clinical records are separately governed by applicable HIPAA requirements and Mannkind's clinical Notice of Privacy Practices. Please do not submit sensitive medical information through general website forms unless the form specifically instructs you that it is appropriate and secure for that purpose.

10. Third-Party Platforms and Links

The website may link to or integrate with third-party services, including patient portal, electronic medical record, scheduling, payment, analytics, marketing, hosting, or communication platforms. Mannkind uses Atlas.md as a cloud-based electronic medical record and practice management platform for patient charts, scheduling, communication, secure billing, and related operations. Third-party services may have their own terms, privacy policies, security practices, and user requirements. We are not responsible for third-party websites, services, content, availability, or practices.

11. Acceptable Use

You agree not to misuse the website or online services. Prohibited conduct includes attempting to gain unauthorized access, interfering with website operation, submitting false or misleading information, uploading malicious code, violating another person's rights, using the website for unlawful purposes, scraping or harvesting data without permission, or attempting to disrupt security, hosting, analytics, payment, or communication systems.

12. Intellectual Property

All website content, including text, graphics, logos, design elements, photographs, service descriptions, page layouts, and other materials, is owned by Mannkind Direct Family Medicine or used with permission unless otherwise stated. You may view and print website content for personal, non-commercial use only. You may not copy, reproduce, modify, distribute, sell, or exploit website content without prior written permission.

13. Availability and Website Changes

We may update, modify, suspend, or discontinue any part of the website or online services at any time without notice. We do not guarantee that the website will be uninterrupted, error-free, secure, current, or free from viruses or other harmful components. Website information, including pricing, availability, service descriptions, office hours, policies, and contact information, may be updated from time to time.

14. Disclaimers

The website and its content are provided “as is” and “as available.” To the fullest extent permitted by law, Mannkind Direct Family Medicine disclaims all warranties, express or implied, including warranties of accuracy, reliability, merchantability, fitness for a particular purpose, non-infringement, and uninterrupted availability. We do not warrant that website content is complete, current, or suitable for your individual circumstances.

15. Limitation of Liability

To the fullest extent permitted by law, Mannkind Direct Family Medicine and its owners, clinicians, employees, contractors, service providers, and representatives will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to your use of, or inability to use, the website or online services. This limitation does not limit any rights or remedies that cannot be excluded under applicable law.

16. Indemnification

You agree to defend, indemnify, and hold harmless Mannkind Direct Family Medicine and its owners, clinicians, employees, contractors, service providers, and representatives from and against claims, damages, liabilities, losses, costs, and expenses arising from your

misuse of the website, violation of these Terms, violation of law, or infringement of another person's rights.

17. Children's Use

The website is not intended for children under 13 years of age. Children should not submit personal information through the website. Parents or legal guardians are responsible for supervising a child's use of the website and for any information submitted on behalf of a minor patient.

18. Governing Law

These Terms are governed by the laws of the State of Michigan, without regard to conflict-of-law principles. Any dispute arising from or related to the website or these Terms will be handled in the courts with jurisdiction over the practice's principal office, unless applicable law requires otherwise.

19. Changes to These Terms

We may update these Terms from time to time. The updated version will be indicated by a revised effective date and will be effective when posted unless otherwise stated. Your continued use of the website after updated Terms are posted means you accept the revised Terms.

20. Contact Us

If you have questions about these Terms and Conditions, please contact Mannkind Direct Family Medicine through the contact information provided on the website or at the practice office: 2200 East Michigan Ave, Lansing, MI 48912; phone: (517) 537-4370; email: dr.mann@mankind-dpc.com.