

BETTER LIFE HEALTH TERMS AND CONDITIONS

Last Updated: 4/30/2024

These Terms and Conditions (“**Terms**”) are an agreement between you and **BETTER LIFE HEALTH, INC. dba Prime Health**, a Delaware corporation (“**Company**” or “**we**” or “**our**”) and govern your access to, and use of, our website and content www.joinprimehealth.com, and any web- based and/or mobile application that require you to create an account in order to use the Services (as such term is hereinafter defined) (collectively, the “**Site**”) or any products for which the Company provides you access to purchase (collectively, “**Products**”). The Site and Products may collectively be referred to as the “**Services**” throughout these Terms.

Please read these Terms carefully before accessing and/or using the Site and/or Products.

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH COMPANY ON AN INDIVIDUAL BASIS. PLEASE SEE SECTION 12 FOR MORE INFORMATION ABOUT THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION.

1. GENERAL

- a. **Acceptance of Terms.** By accessing and/or using the Site and/or Products, or clicking any button to indicate your consent, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Site or any Products.
- b. **Amendment of Terms.** The Company may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site or Products after such posting constitutes your consent to be bound by the Terms, as amended. Company may also terminate the Services entirely. Company is not liable for any such modification, suspension, or termination of the Services.
- c. **Additional Terms.** In addition to these Terms, certain products or services may be subject to additional terms, conditions, guidelines or rules which may be posted, communicated or modified by us. Your use of any such products or services is subject to those additional terms and conditions, which are hereby incorporated by reference into these Terms.
- d. **Privacy.** For information related to our privacy practices, please review our Privacy Policy which can be found at <https://joinprimehealth.com/privacy-policy>.

- e. **Availability.** The Services are available in all fifty (50) states plus the District of Columbia. The Company is based in the United States. The Services are provided for use only by persons located in the United States. We make no claims or representations that the Services or any material included in the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so at your own risk and you are solely responsible for compliance with local laws, including export laws as applicable.
- f. **Eligibility.** You may only use the Services and purchase Products if you are at least eighteen (18) years of age. By accessing, using and/or submitting information to or through the Services, you represent that you are not younger than age 18. If you are a parent or legal guardian and consent to your minor child's access to and use of the Services, you agree to be bound by these Terms on behalf of yourself and your minor child.

2. **Your Relationship with the Company**

- a. The Company, on its own behalf and on behalf of one or more professional corporations incorporated, formed or authorized in one or more states and for which Company provides administrative services, including but not limited to **OpenLoop Healthcare Partners California, PC, OpenLoop Healthcare Partners, PC, INC, OpenLoop Healthcare Partners New Jersey Professional Corporation, OpenLoop Healthcare Partners, Wisconsin, S.C., OpenLoop Healthcare Partners Colorado, PC, REZILIENT OLH, PA, REZILIENT OLH ALABAMA, S.C., Rezilient OLH, COLORADO, PA, REZILIENT OLH NEW JERSEY, PA, REZILIENT OLH WISCONSIN, S.C., Reliant MD Medical Associates PLLC, JMP Medical, P.A., J.P. Medical Alaska, P.C., J.P. Medical Massachusetts, P.C., J.P. Medical New Jersey, P.C., J.P. Medical California, P.C., J.P. Medical Kansas, P.A., J.M.P. Medical New York, P.C.** (collectively, the "**Professional Entities**"), makes certain information available to you regarding remote weight loss treatment programs and facilitates your access to telemedicine and expert medical services provided by the Professional Entities. Our Privacy Policy, which may be found at <https://joinprimehealth.com/privacy-policy>, details how we may use, share and maintain any information that you provide to us or to the Professional Entities. The Company's role is limited to making such information available to you and/or facilitate your access to the Services, on behalf of the Professional Entities as their "business associate" as that term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("**HIPAA**"). The Company is independent from the Professional Entities and the healthcare providers that may provide you with telehealth services through the Professional Entities. The Company is not responsible for the Professional Entities' acts, omissions or for any content of the communications made by them to you. The Company does not engage in the practice of medicine or provide any other health services.
- b. The Company itself does not offer any diagnosis or treatment. ALL

INFORMATION PROVIDED ON THIS SITE OR IN CONNECTION WITH ANY COMMUNICATIONS SUPPORTED BY THE COMPANY IS INTENDED TO BE FOR GENERAL INFORMATION PURPOSES ONLY AND IS IN NO WAY INTENDED TO CREATE A PROVIDER-PATIENT RELATIONSHIP OR SUPPLANT OR REPLACE YOUR EXISTING PROVIDER-PATIENT RELATIONSHIP AS DEFINED BY STATE AND FEDERAL LAW. USE OF THE SITE IS NOT A SUBSTITUTE FOR PROFESSIONAL DIAGNOSIS OR TREATMENT AND RELIANCE ON ANY INFORMATION PROVIDED BY THE COMPANY IS SOLELY AT YOUR OWN RISK.

3. **Consent to Telehealth Services**

- a. Telehealth allows healthcare providers to assess and treat patients remotely using technology. Healthcare services via telehealth may offer potential benefits, but there are also potential risks. To use the Services you must consent to treatment via telehealth. Please see the Telehealth Consent [here](#). The Telehealth Consent is hereby incorporated into these Terms and Conditions by reference and constitute a part of these Terms and Conditions

4. **Use of the Services**

- a. **Our Content.** The Services are owned and operated by Company and its licensors. The content, recordings, visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), or any music, images, video, text, services, and all other material or elements of or available through the Site (“**Content**”) are protected by the copyright, trade dress, patent, and trademark laws of the United States and other countries, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Content contained on the Site is the copyrighted property of Company or its third-party licensors. All trademarks, service marks, and trade names are proprietary to Company or its third-party licensors whether registered or unregistered and may not be used in connection with any product or service or in any manner that is likely to cause confusion as to our endorsement, affiliation or sponsorship of any person, product or service. Except as expressly authorized by Company, you agree not to sell, license, distribute, copy, modify, download, record, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Content and may only access the Content for your personal, non-commercial use. In the event that Content is downloaded to your computer or mobile phone, you do not obtain any ownership interest in such Content. All rights not expressly granted in these Terms are reserved by Company.
- b. **Electronic Communications.** You expressly consent to receipt of electronic communications from Company through posts on the Services and via the email you provided. All agreements, notices, disclosures, authorizations, verifications, confirmations, or other electronic communications Company provides according to this paragraph satisfy any legal requirement for written communication.

5. **Membership and Cancellation**

a. Your membership with the Company Weight Loss Program (“**Program Membership**”), including your ability to access the Services, will commence when you have completed the Company’s proprietary intake form at which time you will be charged for the first month of the Program Membership Fee (as defined and explained in Section 4(b) below). The Program includes:

a consultation with a licensed clinician, a prescription to GLP-1 medication (if deemed eligible by clinician), and 4 weeks of compounded medication shipped to your home every month (the “**Program**”).

The Company is cash pay only and the Company does not accept insurance.

In certain cases, you or your health care provider associated with the Professional Entities may request that you complete services (e.g., medical consults or laboratory testing) not covered by the Program Membership.

The Program Membership may change from time to time. You will be given thirty (30) days’ notice of any such change. You may accept the revised Program Membership by continuing in the Program or reject them by terminating your Program Membership.

b. **Payment of Program Membership Fee**

You will have an opportunity to review and agree to the monthly cost of the Program Membership (the “**Program Membership Fee**”) during the enrollment process. Once you begin participation in the Program, your Program Membership Fee will be charged to your Payment Method (as defined in Section 4(e) below) on file with the Company every 28 days. The initial payment must be made the day you enroll in the Program. You will be automatically billed for the Program Membership Fee on a recurring basis every 28 days, until your Membership is canceled. Once paid, your Program Membership Fee is non-refundable.

c. **Canceling your Program Membership**

You may cancel your participation in the Membership at any time. To cancel your Program Membership, please e-mail the Company at support@joinprimehealth.com. Once you request cancellation of your participation in the Program, you will incur no further charges to your Payment Method. However, payments already charged to your Payment Method are not eligible for refund. For the avoidance of doubt, once a prescription for a given month is written and in the process of fulfillment by a pharmacy, the Company WILL NOT issue a refund for that month.

You may elect to reinstate your Membership in the Program by emailing our patient care team at support@joinprimehealth.com.

d. **Effect of Program Membership cancellation**

When you cancel, you will not be charged any additional monthly Program Membership Fee payments. You will receive the Services through the last day of the monthly billing cycle for which you have paid the Program Membership Fee. Thereafter, you will not be eligible to receive any Services, including prescriptions from your provider associated with the Professional Entities.

e. Payment for Services and Program Membership Fees.

When being charged for the Program Membership Fees, you will need to provide a credit card or other payment method accepted by the Company (“**Payment Method**”). You are expressly agreeing that the Company is authorized to charge to the Payment Method any Program Membership Fees, together with any applicable taxes.

You agree that authorization to charge your Payment Method remains in effect until you cancel in accordance with these Terms, and you agree to notify the Company of any changes to your Payment Method. All payments are processed by a third party processor. You certify that you are an authorized user of the Payment Method and will not dispute charges made by the Company. You acknowledge that the origination of ACH transactions to your account must comply with applicable provisions of U.S. law. In the case of an ACH transaction rejected for insufficient funds, the Company may at its discretion attempt to process the charge again at any time within 30 days. The terms and conditions and privacy notice of our third-party payment processor will govern with regard to any financial transaction.

No representation, warranty, or guarantee of continued availability of the Program

NEITHER THE COMPANY NOR THE PROFESSIONAL ENTITIES MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE CONTINUED AVAILABILITY OF THE PROGRAM. THE PROGRAM MAY BE DISCONTINUED AT ANY TIME AT THE SOLE DISCRETION OF THE COMPANY. YOU WILL BE GIVEN 30 DAYS’ NOTICE OF ANY SUCH DISCONTINUATION SO THAT YOU MAY FIND A LOCAL PROVIDER WITH WHOM TO CONTINUE TREATMENT.

f. Product Orders.

While we will use our best efforts to fulfill all orders through our contractual relationship, Company cannot guarantee the availability of any Product displayed on this Site. Company reserves the right to discontinue the sale of any Product listed on this Site at any time without notice. We reserve the right to limit quantities to the amount reasonable for our regular customers. The prices displayed on this Site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may

apply to your orders.

g. Termination for Non-Payment.

Your Membership will be terminated by the Company if we are unable to bill your selected method of payment and you fail to provide an alternative Payment Method.

h. Weight Loss Guarantee:

We offer a refund for the first four months of billing if, after your first 16 weeks in the program, you do not lose 10% or more off the baseline weight you reported in the Company's initial intake assessment.

i. *Qualifications:* To qualify for our weight loss guarantee, you must adhere to the following conditions:

- (1) Be a new customer who has completed the initial intake assessment form with accurate weight reporting.
- (2) As directed by your clinician, taken weekly doses of your prescribed weight-loss medication (compounded semaglutide or tirzepatide) for 16 consecutive weeks, for a total of 16 total doses.
- (3) Not been prescribed on any weight loss medications other than those prescribed by the Company in the past 12 months.
- (4) Fail to lose 10% of your baseline weight after your first 16 weeks in the program.

ii. *Verification Methods:* To qualify for this refund, you must email us at support@joinprimehealth.com and indicate which option you will pursue to provide verification of your weight loss. If you indicate you will pursue Option 2, we will provide a 5-character code for your recitation as detailed below:

- (1) Option 1: Doctor Attestation
 - (a) **Procedure:** Schedule a consultation with a healthcare provider who will verify your weight loss.
 - (b) **Requirements:** The doctor must be a licensed physician or a qualified healthcare professional. The doctor must provide written attestation confirming your weight and the percentage of weight loss achieved during the four-month period. The doctor must also document the date on which the weight is measured.
 - (c) **Submission:** The attestation must be submitted to us within 14 days of sending the refund email.

- (2) Option 2: Self-Recorded Video
 - (a) **Procedure:** Record a video of yourself stepping onto a scale, clearly showing the weight reading.
 - (b) **Requirements:** Ensure the scale is properly calibrated and the weight reading is clearly visible. The video must be recorded in a well-lit area and include a clear view of the scale and your weight. After stepping on the scale, please clearly and audibly recite the 5-digit code sent from support@joinprimehealth.com. The video should be no longer than 30 seconds. The video must be sent to support@joinprimehealth.com within 24 hours of receiving the 5-digit code.
 - (c) **Submission:** The video must be submitted to support@joinprimehealth.com.

iii. Verification Process:

- (1) **Review:** All submissions will be reviewed by our team to ensure compliance with the verification requirements.
- (2) **Approval:** Refund eligibility will be confirmed based on the accuracy and authenticity of the submitted verification. We will only evaluate submissions materials after *all* necessary materials as outlined in h(ii)(1) or h(ii)(2), as appropriate, are provided. The final eligibility decision is made at the sole discretion of the Company.

iv. Additional Conditions:

- (1) **Refund Processing:** Approved refunds will be processed within 30 days of verification. The refund will be limited to equal the patient's Program Membership Fees paid over the first four months. For the avoidance of doubt, any incidental costs, including costs related to the medical attestation under Option 1, will not be included in the refund. Refunds will be credited to the original payment method.
- (2) **Terms of Participation:** By participating in this program, you agree to these terms and conditions and acknowledge that adherence to the program and accurate reporting are essential for qualification.
- (3) **Changes to Terms:** We reserve the right to update these terms and conditions, including those provisions relating to the Weight Loss Guarantee at any time. Any changes will be communicated through our platform and will apply to all future claims.

6. **Accuracy and Security Obligations**

- a. **Security.** You are responsible for your access to and use of the Services, including all financial transactions. You agree to immediately notify Company of any breach of security that may occur through your access or use of the Services and to prevent its further occurrence. If you become aware that someone may be impersonating or attempting to impersonate you in using the Services or processing any financial transactions through the Services, you should contact us immediately.
- b. **Accuracy of Personal Information.** You represent and warrant that all information provided to Company through the Site is current, accurate, complete and truthful, including all initial or updated registration information, such as the legal name, street address, email address, telephone number, and financial transaction account information. You further represent and warrant that you are an authorized account holder of any financial transaction account which you provide to Company through the Site.

7. **Prohibited Conduct**

Without limiting the prohibitions and restrictions found elsewhere throughout the Terms, you agree not to:

- a. Harass, threaten, stalk, disrupt or defraud users, members or staff of Company or any other person, or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- b. Act in a deceptive or fraudulent manner by, among other things, impersonating another person;
- c. Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, use for commercial purposes or otherwise exploit any portion of the Services;

- d. Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights or notices from any portion of the Site;
- e. Upload material (i.e., virus) that is damaging to computer systems or data of Company or users of the Site or otherwise use the Site in any manner that could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site;
- f. Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others;
- g. Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;
- h. Decompile, reverse engineer or disassemble the Site, in whole or in part, except as may be permitted by applicable law;
- i. Link to, mirror or frame any portion of the Site;
- j. Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site or unduly burdening or hindering the operation and/or functionality of any aspect of the Site;
- k. Attempt to gain unauthorized access to or impair any aspect of the Site or its related systems or networks or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
- l. Make unsolicited offers, advertisements, proposals, or send junk mail or "spam" to users;
- m. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein;
- n. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site;
- o. Modify the Site in any manner or form, or use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- p. Use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site; or

- q. Use the Site for or in connection with any purpose that is unlawful or prohibited by these Terms.

The Company reserves the right to refuse service, remove or edit content, or cancel orders in its sole discretion.

8. **Third Party Sites**

The Site may include links or access to other web sites or services (“**Linked Sites**”) solely as a convenience to users. Company does not endorse any such Linked Sites, or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Company makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through Linked Sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, CONTENT, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK. We strongly encourage you to review any separate terms of use and privacy notices governing use of these Linked Sites.

9. **Data Retention**

The Company may retain your information for (1) as long as it believes necessary; (2) as long as necessary to comply with its legal obligations, resolve disputes, and/or enforce agreements; or (3) as long as needed to provide its users with the Services. The Company may dispose of or delete any such information at any time, except as set forth in any other agreement or document executed by the Company or as required by law. Please see the Privacy Policy for additional information about how your data will be handled by the Company.

Patients residing in New York, New Jersey, and Rhode Island have the right under their respective state patient billing laws to request an itemized price list from Prime Health for their laboratory tests.

10. **INDEMNIFICATION**

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, FROM AND AGAINST ANY AND ALL LOSS, EXPENSES, DAMAGES, AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES, RESULTING, WHETHER DIRECTLY OR INDIRECTLY, FROM YOUR VIOLATION OF THESE TERMS. YOU ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE SERVICES IN BREACH OF THESE TERMS.

11. **DISCLAIMER OF WARRANTIES**

- a. **COMPANY IS NOT A PROVIDER OF MEDICAL TREATMENT, AND THE SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR**

PROFESSIONAL MEDICAL OR NURSING ADVICE, DIAGNOSIS, OR TREATMENT. BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT: (A) THE SERVICES DO NOT CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE, DIAGNOSES, OR OPINIONS; AND (B) THE SERVICES ARE NOT INTENDED TO REPLACE OR BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL OR NURSING ADVICE. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS REGARDING YOUR MEDICAL OR OTHER HEALTH CONDITION.

- b. YOU ARE ACCESSING THE SERVICES ON AN “AS IS, WHERE IS, AND AS AVAILABLE” BASIS. COMPANY IS NOT RESPONSIBLE FOR PROBLEMS ARISING FROM, OR INADEQUACIES IN THE CONTENT OF THE SERVICES OR ANY PARTICULAR FEATURES OR SERVICES OFFERED. COMPANY DOES NOT REPRESENT OR WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION, MATERIALS, AND SERVICES ON THE SERVICES OR THE ERROR-FREE USE OF THE SERVICES. COMPANY IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, INCLUDING INJURY OR DAMAGE TO USERS OR TO ANY OTHER PERSON’S COMPUTER RELATED TO OR RESULTING FROM ACCESS TO OR USE OF THE SERVICES. COMPANY IS PROVIDING THE SERVICES WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND FREEDOM FROM A COMPUTER VIRUS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.
- c. **FOR CALIFORNIA RESIDENTS.** IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST RELEASED

PARTIES.

12. **LIMITATION OF LIABILITY**

- a. UNDER NO CIRCUMSTANCES WILL COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, COMPANY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- b. COMPANY'S LIABILITY TO YOU IS LIMITED TO \$50 OR THE AMOUNTS, IF ANY, PAID BY YOU TO COMPANY UNDER THESE TERMS IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS MORE. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. **ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER PLEASE**

READ THE FOLLOWING CAREFULLY:

If you have a legal dispute with Company, except where prohibited by applicable law, you and we hereby agree to proceed as follows:

- a. Any dispute, claim or controversy between you and Company that arises from or relates in any way to these Terms (including any alleged breach thereof), the Services, or Company's relationship with you (collectively, "**Dispute**") shall be exclusively resolved through binding individual arbitration except as specifically provided otherwise herein. "Dispute" as used in this section shall have the broadest possible meaning and include claims that arose before the existence of these Terms (or any prior agreement or terms). YOU AND COMPANY EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT AS SET FORTH BELOW). YOU AND COMPANY EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS. If there is a judicial determination that any particular claim cannot be arbitrated in accordance with this

provision's limitations, then only that claim may be brought in court. All other claims remain subject to this provision.

- b. Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use with Company, a detailed description of the dispute and the relief that you seek. Any Notice of Dispute that you send to us should be emailed to us at support@joinprimehealth.com. Before we commence arbitration, we will send you a Notice of Dispute to the email address that you use with Company (or by other appropriate means). If we are unable to resolve a Dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.
- c. The U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to legal@joinprimehealth.com. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider, in New York. Disputes involving claims and counterclaims under \$250,000 (not inclusive of attorneys' fees and interest) shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <https://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS' most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensivearbitration/>. JAMS' rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.
- d. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- e. Notwithstanding the foregoing, either you or Company may elect to have an individual claim heard in a small claims court having jurisdiction over the claim. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. All other issues (except as otherwise provided herein) are exclusively for the arbitrator to decide, including but not limited to scope and enforceability of these Terms, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed.
- f. You may opt out of this arbitration provision within 30 days of the date that you agreed to these Terms (which will be deemed to have occurred on your first visit to the Site or the making of an order with Company, whichever is first). To opt out, you must send your name, residence address, username, email address or phone

number you use with Company (and a clear statement that you want to opt out of this arbitration agreement) to support@joinprimehealth.com.

- g. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS; ONLY INDIVIDUAL RELIEF IS AVAILABLE; AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the state or federal courts located in New York County, New York. All other claims shall be arbitrated.
- h. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all claims and disputes shall be resolved by arbitration under these Terms, except as specified in subsection (e), (f), and (g) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- i. The foregoing shall not preclude Company from seeking injunctive relief in any court of competent jurisdiction located in other countries and jurisdictions for protection of Company's intellectual property.

14. **Miscellaneous**

- a. **Waiver and Severability.** To the extent that a court of competent jurisdiction determines any part of the terms and conditions in these Terms to be invalid or unenforceable, that part will be modified by the court solely to the extent necessary to cause that part to be enforceable, and the remainder of these Terms will remain in full force and effect. Company's failure to exercise or enforce a legal right, remedy or benefit which is contained in these Terms or any applicable law does not constitute waiver of its right to do so later.
- b. **Choice of Law; Forum.** These Terms shall be governed in all respects by the laws of the State of New York, without regard to conflict of law provisions, consistent with the Federal Arbitration Act (to the extent permitted by applicable law). If for any reason a claim proceeds in court rather than in arbitration (including any claims brought by parties outside the United States), the dispute shall be exclusively brought in state or federal court located in New York County, New York.
- c. **Assignment.** We may assign our rights and obligations under these Terms. These Terms will inure to the benefit of our successors, assigns, and licensees. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or

obligations under these Terms, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of these Terms.