

Conciurgent Website/App Terms and Conditions: Providers' Patients

These TERMS AND CONDITIONS OF USE (“Terms of Use”) govern your access and use of the Conciurgent Care (“Conciurgent”) website and its subdomains (together with its pages and features, “Website”) and mobile software application (together with its pages and features, “App”), as well as those certain products (“Products”) and services (“Services,” as further defined below) provided on, through, or in relation to the Website and/or the App. These Terms of Use are made and entered into by and between you and Conciurgent. You and Conciurgent are sometimes referred to herein each as a “Party” and together as the “Parties.” The terms “you” and “your” means you, your dependents, if any, and any other person accessing your User Account.

IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY SEEK IN-PERSON EMERGENCY HELP OR DIAL 911. This Website and/or App are for non-emergency purposes only.

THIS SERVICE IS NOT APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS. PLEASE REVIEW THE WEBSITE AND/OR APP TO DETERMINE WHETHER YOUR MEDICAL CONDITION OR CONCERN IS COVERED.

The Website and App may be used to connect you with physicians who are not employed or controlled by Conciurgent (“Providers”) or non-physician medical practitioners (“Mid-Level Providers”). The professional medical services provided by your Provider and the non-clinical Website or App services are collectively referred to in these Terms of Use as the “Services.”

Your acceptance of, and compliance with, these Terms of Use are conditions of your use of the Website, App, and Services, and these Terms of Use constitute a binding legal contract between you and Conciurgent. By clicking “accept,” you acknowledge that you have read, understand, agree to, and accept all terms and conditions contained within these Terms of Use and our Privacy Policy, which is linked **here** – <https://conciurgentcare.com/wp-content/uploads/2025/03/ConciurgentCare-Privacy-Policy.pdf> – and incorporated by reference herein. If you do not agree to be bound by these Terms of Use and Privacy Policy, you are not authorized to access or use the Website, App, or Services, and must promptly exit the Website or App.

No Medical Care or Advice by Conciurgent

Providers use the Conciurgent platform to communicate with and deliver Services to their patients/clients. Providers are independently contracted with Conciurgent. The Providers, and not Conciurgent, are responsible for the medical services and the quality and appropriateness of the care they render to you. Conciurgent does not provide any advice or representations of any kind regarding any legal issues implicated by or related to advice, information, goods, or services offered by a Provider, including, but not limited to, any compliance obligations of the Provider.

Any information or advice received from a Provider is from them alone, and not from Conciurgent. Your interactions with the Providers via the Website and/or App are not intended to take the place

of your relationship with your regular healthcare practitioners or physicians. Neither Conciurgent nor any of its subsidiaries or affiliates or any third party who may promote the Website and App or Services, or provide a link to the same, shall be liable for any advice obtained from a Provider or other information obtained via the Website and App or Services. Conciurgent does not recommend or endorse any specific Providers, tests, physicians, medications, products, or procedures. You acknowledge that your reliance on any Providers or information delivered to or by the Providers via the Website and App or Services is solely at your own discretion and risk, and you assume full responsibility for all risks, damages, and losses associated therewith.

Subject to and without limiting the foregoing, Conciurgent has no involvement in, and/or responsibility or liability for, your communications with any Provider or any third parties (including other providers), even if such communications occur through the Website and App. By way of example only, the Website and/or App may enable you and/or your Provider to exchange and execute forms related to medical treatments or services, such as informed consent and/or releases of information.

Conciurgent does not make any representations or warranties about the training or skill of any Providers who deliver services via the Website and App or Services. You will be provided with the names of available Providers based solely on the information you submit to the Website and App.

The content of the Website and App and the Services, including, without limitation, links to forms (including forms relating to informed consent and/or releases of information) text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is for informational purposes only and does not constitute professional medical services, advice, diagnosis, treatment, or recommendations of any kind by Conciurgent. You should always seek the advice of your qualified healthcare professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by Conciurgent, or in connection with any communications supported by Conciurgent, is for general informational purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law.

The medical services, treatment, and care you receive may vary depending on the Provider you interact with. Please contact your Provider with any questions regarding your care or medical treatment.

Emergencies. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, DIAL “911” IMMEDIATELY. Conciurgent’s Website, App, and Services are not for medical emergencies or urgent situations. You should not avoid or delay to seek medical advice or care based on anything that appears or does not appear on the Website and/or App. You should seek emergency help or follow-up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or medication.

Not an Insurance Product. Conciurgent is not an insurer. The Services are not insurance products, and the amounts you pay to Conciurgent are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately from a third-party insurance carrier.

Availability of Services. Conciurgent operates subject to state and federal regulations, and the Services may not be available in your state. You represent that you are not a person barred from enrolling for or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Website and App or the Services is limited exclusively to users located in states within the United States where the Services are available. Services are not available to users located outside the United States. Accessing the Website and App or Services from jurisdictions where content is illegal, or where we do not offer Services, is prohibited.

Revisions to Terms of Use. Conciurgent may supplement, amend, or otherwise modify these Terms of Use at any time. These changes will be posted on this or a similar page of the Website or the App, as applicable, and shall be deemed effective as of their stated effective or modification date. Any use of the Website or App after such changes will be deemed an acceptance of those changes. You agree to regularly review the Terms of Use so that you may be aware of any changes to these Terms of Use.

Electronic Communications. When you use the Website, App, or Services, or send e-mails, messages, and/or other communications from your mobile and/or other device to us, you are communicating with us electronically. By opting in to use the Services, you agree that when you use or enter the Website or App, you affirmatively consent to conduct business electronically with Conciurgent and engage electronically in health-oriented activities, and you agree that: (a) all agreements and consents can be signed electronically; and (b) all notices, disclosures, and other communications provided to you electronically satisfy any legal requirement that such notices and other communications be in writing.

Consent to Receive Calls and Text Messages and Video Recordings.

By providing your mobile number to Conciurgent, you are agreeing to be contacted by or on behalf of Conciurgent at the mobile number you have provided, including calls and text messages, to receive informational, Product or Service related messages and communications relating to the Website, App and Services, including, as applicable, reminders and progress tracking communications. Message and data rates may apply. To stop receiving text messages from or on behalf of Conciurgent, text the word STOP to said text message. Please note that by withdrawing your consent to certain communications, some Website and App features and certain Services may no longer be available to you. Please also note that if you stop receiving text messages from us, you may not receive important and helpful information and reminders about your Services.

Conciurgent or your Provider may record (audio and video) all or part of your interaction with us or them (“Recordings”). Such Recordings are used for quality assurance purposes, to better deliver to you the Products and Services, and to help Conciurgent improve the Website and App. Conciurgent will keep such Recordings confidential, and we will not disclose or display such

Recordings unless legally required to do so. By accessing and using the Website and App, you agree and consent to such Recordings for the purposes and uses set forth in these Terms of Use and as otherwise set forth in the Privacy Policy.

Express Consent. Conciurgent is committed to maintaining compliance with the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM ACT”) and the Telephone Consumer Protection Act (“TCPA”). You hereby expressly consent to receive text messages from us as set forth under the section above, “Consent to Receive Calls and Text Messages and Video Recordings.” By giving such consent, you agree that no such communication is in violation of the TCPA, the CAN-SPAM Act, or any other applicable laws, rules, or regulations. Voice, SMS, and data fees may apply. However, granting of this consent is not a condition for receiving Services from Conciurgent. Emails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM ACT and the TCPA. In the event you receive an email or text message from us which you do not believe is fully compliant with the CAN-SPAM ACT or the TCPA, please contact us immediately at the address listed below under the section “Contact Us.”

Accuracy of Information. Although Conciurgent attempts to ensure the integrity and accuracy of the Website, the App, and Service descriptions, it makes no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Website or App, Service descriptions, and other content on the Website or App. It is possible that the Website and App could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Website and App by third parties. If you believe an inaccuracy exists, please inform Conciurgent, so that it can be corrected if necessary. Information contained on the Website and App may be changed or updated without notice. Additionally, Conciurgent shall have no responsibility or liability for information or content posted to the Website and App by any third party.

Compliance with Law. You agree to comply with all applicable laws for visiting, accessing, registering with, and using the Website and the App and for purchasing any Products or Services through the Website or the App, and you may only use them for lawful purposes.

Your Device Functionality. You are responsible for obtaining and maintaining your device, software, operating system, carrier, and network access necessary to properly access and use the Services. Conciurgent does not guarantee that the Website, the App, or any portions thereof will function on or in connection with any particular device, software, operating system, carrier, or network. Conciurgent is not liable for any errors, unreliable operation, or other issues you may encounter when using the Website or App caused by your device, software, operating system, carrier, or network. You hereby acknowledge and agree that information about your use of the Services through your device may be sent to Conciurgent and/or certain third parties, as deemed necessary to provide the Services. All rates and data fees of your device’s carrier apply. Conciurgent is in no way responsible for any carrier rates and data fees you may incur.

No Liability for Select Third Parties. Your wireless carrier, the manufacturer and retailer of your mobile or other device used to access the Website and/or App, the developer of the operating system for your mobile or other device, the operator of any application store, marketplace, or

similar service through which you obtain the Website and/or App, and their respective affiliates, suppliers, and licensors (collectively, the “Select Third Parties”) are not parties to these Terms of Use and they do not own and are not responsible for the Website or App. You are responsible for complying with any terms and conditions imposed by the Select Third Parties, as applicable. Conciurgent, and not any Select Third Parties, is responsible for addressing any claims raised by you or any third party regarding the Website and/or App or your use or possession thereof, including, but not limited to, claims related to product liability, legal, or regulatory requirements, and consumer protection or similar legislation.

Intellectual Property. Conciurgent retains all right, title, and interest in and to the Website and App, the Services and any information, products, documentation, software, content, or other materials on the Website and App, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing, except for information on the Website and App licensed by Conciurgent (in that case, the license provider retains all right, title, and interest therein). The information available through the Website and App is the property of Conciurgent. You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of Conciurgent trademarks, service marks, and logos is strictly prohibited without the prior written permission of Conciurgent. The immediately foregoing sentence also applies to any third-party trademarks, service marks, and logos posted on the Website and App. Nothing contained on the Website or App should be construed as granting, by implication, estoppel, waiver, or otherwise, any license or right to use any trademarks, service marks, or logos displayed on the Website and App without the written grant thereof by Conciurgent or the third-party owner of such trademarks, service marks, or logos. The Website and App may contain other proprietary notices and copyright information, the terms of which you agree to follow. Conciurgent may delete any information provided by you that it deems, in its sole discretion, fraudulent, abusive, defamatory, obscene, unlawful, or in violation of copyright, trademark, or other intellectual property or ownership right of any other person or entity.

Website and App License. Subject to these Terms of Use, and any associated payment and registration obligations as imposed by or with the prior consent of Conciurgent, Conciurgent grants you a limited, non-exclusive, personal, freely revocable, temporary, non-transferable, and non-sub-licensable license to access and view the various publicly displayed pages of the Website, and to view the information and content found thereon. If you have a User Account (defined below) in good standing, then said license shall extend to the subscription-only pages of the Website and/or App, as applicable. All rights not expressly granted to you in these Terms of Use are reserved and retained by Conciurgent or its licensors, suppliers, publishers, rights holders, or other content providers. Neither the Website, the App and Services, nor any part of the Website, the App and Services, including their content, may be reproduced, modified, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose or used for unauthorized purposes without express written consent of Conciurgent. You may not frame or utilize framing techniques to enclose or otherwise capture or link to any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Conciurgent without express written consent. You may not use any meta tags or any other “hidden text” utilizing Conciurgent’s name or trademarks without the express written consent of Conciurgent. You may not misuse the Website, App or Services. You may use the Website, App and Services only as permitted by law. Should you

engage in unauthorized use of the Website or the App as determined by Conciurgent, or commit any breach of these Terms of Use, the license granted is automatically terminated.

Prohibited Activities. Without limiting the foregoing section, you are prohibited from violating or attempting to violate the security of the Website or the App, including, without limitation: (a) impersonating any person or entity; (b) any act that infringes or otherwise violates the intellectual property, privacy, or publicity rights of any person or entity (including, without limitation, the copyrights, trademarks, patents, and trade secrets held by Conciurgent or its licensors with respect to the Website or the App); (c) the reproduction or publication of the Website, the App, or any data or content found thereon or therein, in whole or in part, or the creation of any derivative works of the foregoing (unless expressly authorized by Conciurgent); (d) the use of any software, program, process, device, application or routine (*e.g.*, robots, scrapers, spiders, viruses, spyware, and malware) to monitor, copy, disrupt, damage, injure, decrypt, interfere with the Website, the App, or any servers which may host the Website or the App; or (e) accessing data not intended for your access or logging onto a server or an account which you are not authorized to access. You further agree not to: (i) access the Website and App or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (1) a message under a false name, or (2) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively “Information”) which is (A) libelous, defamatory, obscene, offensive, fraudulent, false, or (B) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, encrypt, exfiltrate, interfere with, manipulate, or otherwise disrupt, interrupt, or expropriate the Website, the App or the Services, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Website, the App or the Services; (v) use robots or scripts with the Website or App; (vi) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Website or App; (vii) have any antivirus or antispyware software running that is set to override the internet browser’s cookies setting; (viii) incorrectly identify the sender of any message transmitted to Conciurgent; (ix) alter the attribution or origin of electronic mail, messages, or posting; (x) harvest or collect personal health information about any other individual who uses the Website, the App or the Services; and (xi) infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including but not limited to, such rights of third parties. You agree to defend, indemnify, and hold harmless Conciurgent and the Providers from and against any and all third-party claims, damages, losses, expenses, and fees (including, but not limited to, reasonable attorneys’ fees) against or incurred by us arising out of: (a) any violation of the Terms of Use set forth herein, and/or (b) any User Materials (as defined below) you upload to or transmit through the Website and App or any breach of this Section. Violations of system or network security may result in civil or criminal liability. Conciurgent may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

User Materials License. As used in this section, “User Materials” refers to any and all names, photographs, information, communications, and any other content that you submit to or publish on or through the Website or the App, or that you submit to or publish on an online social media account (e.g., Facebook, Twitter, Instagram) that you own and link or otherwise associate with the Website, the App, or your User Account (defined below), including any medical information you provide via the Website or the App, if any and as applicable. You agree not to provide any User Materials that: (a) are false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior; (b) violate or infringe the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity; or (c) contain or transmit a virus, malware, software code, or any other harmful component. You represent and warrant to Conciurgent that you have the legal right and authorization to provide all User Materials to Conciurgent for use as set forth herein and as may be required by Conciurgent or the Providers. Conciurgent may de-identify your information such that it is no longer considered protected health information or personally identifiable information. Conciurgent may disclose, aggregate, sell, or otherwise use such de-identified information to third parties for analytics, research, or other purposes to the extent permitted by law.

Termination or Suspension of Service. Conciurgent has the right to suspend or terminate your use and/or the function or existence of all or any part of the Website, the App and/or your User Account at any time, and without notice or recourse, in its sole discretion. Conciurgent shall not be liable to you or any third party(s) for any loss or damage that is caused by or arises from or in connection with any such suspensions or terminations. We are not responsible for transmission errors, corruption, or compromise of information carried over local or interchange telecommunications carriers. We are not responsible for maintaining information arising from use of the Website and App or with respect to the Services. We reserve the right to maintain, delete, or destroy all communications or information posted or uploaded to the Website and App or the Services in accordance with our internal record retention or destruction policies.

Provider Medical Pages. Certain pages within the Website and App contain healthcare-related information, herein collectively referred to as the “Medical Pages.” All communications, representations, statements, materials, and transactions published or conducted on, through, or in relation to the Medical Pages are those of the Providers and not Conciurgent, which is not a party to or responsible for any such communications, representations, statements, materials, transactions, products, or services.

Compliance. You shall indemnify and hold Conciurgent and its employees, agents, and affiliates harmless against and from any and all claims, losses, damages, costs, fees (including without limitation reasonable attorneys’ fees) incurred in defending against or resolving any suits brought against Conciurgent or any of its employees, agents, and/or affiliates by anyone arising out of any alleged violation of any anti-spamming rules, regulations, laws, or statutes. Your User Account will be terminated for any of the above infractions.

User Accounts.

Registration. To secure the right to access and use the membership pages of the Website or the App, you must create a personal user account with Conciurgent through the Website or the App (“User Account”), as well as further acknowledge your acceptance of and agreement to these Terms of Use and those additional terms, conditions and policies referenced herein, as Conciurgent may require from time-to-time in its sole discretion. You may be required to satisfy certain conditions precedent imposed by Conciurgent (including, for example, providing additional information to Conciurgent, and entering into additional agreements with Conciurgent. You may only have one (1) User Account. A User Account is not transferable between individuals.

User Account Activity and Responsibility. You agree to provide complete and accurate information to create your User Account, including, but not limited to, your name, phone number, email address, and password, which become your ID and credentials. Conciurgent may request additional information from you in connection with your User Account, and you agree to provide such additional information. If you do not provide the requested information in the manner requested within fourteen (14) days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Website, App, and the Services. The ID or credentials are personal to you, and you are solely responsible for maintaining the confidentiality and security of your ID or credentials, and you are responsible for all activity that occurs under your User Account. You may not allow another individual or third party to access, use, or modify your User Account. You are also responsible for maintaining the completeness and accuracy of the contents of your User Account as this information may be used by Providers to render appropriate medical care to you. Please contact us at admin-ccare@conciurgentcare.com if you suspect that another individual or third party has gained access to your User Account.

Payments:

Third-Party Payment Processing Vendor. All credit card, debit card, and other monetary transactions on or through the Website and the App occur through an online payment processing application that is provided by a third-party vendor(s). Such transactions are not under the direct control of Conciurgent.

Payment Authorization and Obligations. By providing Conciurgent with your payment information, you hereby authorize Conciurgent to do the following as Conciurgent deems necessary in its sole discretion: (a) share your payment information with any Conciurgent subsidiaries or affiliates (henceforth “The Company”); (b) share your payment information with the third-party payment processing vendor(s) (see above); and (c) obtain your updated payment information from your payment issuer, the third-party payment processing vendor(s), and/or applicable third-party providers. You agree that you are responsible for all amounts that accrue under your account(s) with the Company, the third-party payment processing vendor(s), and/or other third parties on or through the Website and the App. As applicable, this includes, but is not limited to, your subscription fees, unpaid invoices, overdraft charges, penalty fees, as well as payment validation fees (which consists of a temporary hold of \$0.01 when updating payment information in order to facilitate the transaction and verify the validity of your payment method).

Refusal of Products and Services on Fraud. Conciurgent has the right to refuse its Products and Services (including, without limitation, the Website, the Apps, and any other Products and Services

offered by Conciurgent) on suspicion of fraudulent or illegal activity associated with your User Account, at Conciurgent's sole discretion. This includes, but is not limited to, stolen payment information or falsified medical information.

Waiver of Claims and Unauthorized Payments. You agree to waive any and all claims against Conciurgent related to any unauthorized payments made on or through your account(s) with Conciurgent, Conciurgent's third-party payment processing vendor(s), or any other third parties and/or any other person or entity, regardless of whether such payments are authorized or unauthorized. However, you may submit a claim of the unauthorized payment to Conciurgent so that Conciurgent can conduct a reasonable investigation as it sees fit under the circumstances in its sole discretion. If appropriate, Conciurgent will assist in correcting the alleged unauthorized payment, provided that such claim is received by Conciurgent within thirty (30) days of the subject charge or payment.

Warranty of Payment Information. You represent and warrant to Conciurgent that: (a) any provided payment information to Conciurgent is true, complete and accurate; (b) charges incurred by you will be honored by your credit/debit card company or bank; (c) you will pay the charges incurred by you in the amounts posted, including, without limitation, any applicable taxes; and (d) you are the person in whose name the card was issued and/or you are authorized to make a purchase or other transaction with the relevant credit card and credit card information. If Conciurgent is unable to secure funds from the payment method you provide for any reason, including insufficient funds in the payment method or insufficient or inaccurate information provided by you when submitting electronic payment, Conciurgent may undertake further collection action, including application of fees to the extent permitted by law. You acknowledge and agree that you will not dispute the charges from Conciurgent with your third-party payment processing vendor, provided the transactions correspond to the terms in these Terms of Use. You will promptly notify Conciurgent if your payment information has changed (for example, a change in address or expiration date), if your payment method has been cancelled, or if you become aware of a breach of security.

General.

Disclaimer of Warranties. CONCIURGENT DOES NOT REPRESENT, PROMISE, OR WARRANT THAT ACCESS TO OR USE OF THE WEBSITE AND APP WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE AND APP WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE OR APP IS AT YOUR SOLE RISK. THE WEBSITE AND APP, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THEM OR ANY SERVICE, ARE PRESENTED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. CONCIURGENT DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE WEBSITE OR APP. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE, THE APP, AND THE SERVICES. CONCIURGENT

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Force Majeure. You understand and acknowledge that the Website and/or the App may be subject to limitations, delays and other problems inherent in the use of third-party communication networks and facilities that are outside of Conciurgent's control, and thus Conciurgent will not be responsible for any delays, failures, or damages associated with the Website and the App which result from any system delays, downtimes, interruptions or other failures of or problems with the Website and/or the App that are outside our control. We will not be deemed to be in breach of these Terms of Use or liable for any breach of these Terms of Use or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, epidemic, pandemic, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

Limitation of Liability. CONCIURGENT SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THE PROVIDERS. CONCIURGENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS,

TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, ATTORNEYS' FEES, LOST PROFITS, REPLACEMENT COSTS OR REPAIR COSTS) WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) CAUSED BY OR ARISING FROM OR IN CONNECTION IN ANY WAY TO THE WEBSITE AND APP, SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE AND APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ISSUES OR DISSATISFACTION WITH THE WEBSITE, APP, OR SERVICES IS TO STOP USING THE WEBSITE, APP, OR SERVICES. TO THE EXTENT ANY ASPECT(S) OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF CONCIURGENT TO YOU WITH RESPECT TO YOUR USE OF THE WEBSITE, SERVICES, CONTENT, OR INFORMATION CONTAINED WITHIN THE WEBSITE AND APP IS \$500 (FIVE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT RESTRICT OR LIMIT SUCH LIMITATIONS, INDEMNIFICATIONS, OR RELEASES. THE DISCLAIMERS AND LIMITATIONS SET FORTH ARE NOT INTENDED TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE LIMITED OR ALTERED UNDER APPLICABLE LAW.

Release. YOU HEREBY RELEASE AND HOLD HARMLESS CONCIURGENT AND CONCIURGENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST THEM FOR INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, PERSONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE WEBSITE, THE APP, THE PRODUCTS OR SERVICES OFFERED OR PROVIDED ON OR THROUGH THE WEBSITE AND/OR THE APP AND/OR THE RIGHTS AND PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THESE TERMS OF USE (INCLUDING, WITHOUT LIMITATION, THOSE RIGHTS AND PRIVILEGES RELATING TO THE USER MATERIALS AND/OR ANY ELEMENTS, DERIVATIVES OR MARKETING OF THE FOREGOING).

Indemnification. In addition to other indemnity obligations set forth herein, you agree to indemnify, defend, and hold harmless Conciurgent, and any affiliates and its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claims, actions, demands, liabilities, losses, damages, costs, fees, and settlements, including, without limitation, reasonable legal and accounting and attorneys' fees (collectively, "Claims"), resulting in any manner from, or alleged to result in any manner from: (i) your violation of these Terms of Use or Privacy Policy; (ii) your use or misuse of the Website, the App, Products, Services or any information contained or posted on the Website and App; (iii) the content or subject matter

of any information you provide to Conciurgent, or any Provider or customer service agent; or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Website, the App, Products, Services, or any information contained or posted on the Website and App, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct. You shall notify Conciurgent of any such Claims within fourteen (14) days within which you know, or have reason to know of, any such Claims, and Conciurgent shall be permitted to participate in and control the defense against and settlement of such Claims in its sole discretion.

Notice. Unless otherwise expressly stated in these Terms of Use, Conciurgent may give or deliver all other notices to you by means of a general notice posted on this or a similar page of the Website or the App, as applicable, by email to the email address associated with your User Account, or by posting to your User Account, and such notice(s) shall be deemed effective as of their stated effective dates.

Severability. In the event that any of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use and other applicable policies of Conciurgent, including, but not limited to, its Privacy Policy, constitute the entire agreement between Conciurgent and you pertaining to the subject matter hereof, and supersede all prior or contemporaneous agreements between you and Conciurgent

Assignment. You may not assign, transfer, or delegate these Terms of Use or any part hereof without Conciurgent's prior written consent. Conciurgent may freely transfer, assign, or delegate all or any part of the Terms of Use, and any rights or duties hereunder in its sole discretion. The Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

No Third-Party Rights. Unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Conciurgent and its affiliates. Nothing in these Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, Conciurgent, and its affiliates, nor shall any provision give any third parties any right of subrogation or action over against you, Conciurgent, and its affiliates.

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Dispute Resolution. We will try to work in good faith to resolve any issue you have with the Website or App, including without limitation, Products and Services ordered or purchased through the Website or App, if you bring that issue promptly to the attention of our customer service department. However, we recognize there may be cases in which we may not be able to resolve an issue to a customer's satisfaction. You and Conciurgent agree that any dispute, claim, or controversy arising out of or relating in any way to these Terms of Use or your use of the Website

and/or App, including without limitation, Products and Services ordered or purchased through the Website and/or App, shall be adjudicated and determined in accordance with the laws of the State of California, without consideration of any choice of law or conflict of law principles. YOU AND CONCIURGENT AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY CLAIM OR DISPUTE AGAINST EACH OTHER ON AN INDIVIDUAL BASIS IN ARBITRATION AS SET FORTH BELOW. THIS WILL PROHIBIT YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR CONSOLIDATED ACTION AGAINST CONCIURGENT, AND WILL ALSO PROHIBIT YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE SUCH ACTIONS BROUGHT AGAINST CONCIURGENT BY SOMEONE ELSE. This agreement to arbitrate (“Arbitration Agreement”) also applies to claims between you and any Providers, and such Prescribing Providers will be considered intended third-party beneficiaries of this Arbitration Agreement.

You and Conciurgent agree that any dispute, claim, or controversy, whether based on past, present or future events, arising out of or relating to: these Terms of Use and prior versions thereof (including the breach, termination, enforcement, interpretation, or validity thereof); the Website and/or App; any content currently or previously available on or through the Website and/or App; any Products or Services; your relationship with Conciurgent; your user data; the threatened or actual suspension, deactivation, or termination of your User Account; payments made by you or any payments made or allegedly owed to you; any promotions, benefits, or other offers; and any other federal and state statutory and/or common-law claims (collectively, “Disputes”) will be resolved by binding arbitration in accordance with the below, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction (which shall be exclusively in the state or federal courts located in Chicago, IL, to which you waive any objection based on the absence of personal or subject-matter jurisdiction) to prevent the actual or threatened infringement, misappropriation, or violation of a party’s data or copyrights, trademarks, trade secrets, patents or other intellectual property rights. All disputes concerning the arbitrability of any Disputes (including disputes about the scope, applicability, enforceability, legality, revocability, or validity of the Arbitration Agreement) will be decided by the arbitrator, except as expressly provided herein.

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU AND CONCIURGENT ARE EACH WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ANY AND ALL DISPUTES, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU AND CONCIURGENT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS IN ANY PURPORTED CLASS, COLLECTIVE, OR CONSOLIDATED PROCEEDING. Further, unless you and Conciurgent otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class, collective, consolidated, or representative proceeding.

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Agreement. The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879 or any subsequent applicable telephone number. The Federal Arbitration Act (“FAA”) will govern the interpretation and enforcement of this Arbitration Agreement. It is your intent that the FAA and AAA Rules will preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue will be resolved under the laws of the State of Illinois. This Agreement governs to the extent it conflicts with the AAA Rules or FAA.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration and a separate form for California residents at adr.org. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of Illinois, and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Unless you and Conciurgent otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Conciurgent submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. The prevailing party in arbitration will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

Minors and Children. The Website and App do not direct content to minors, and do not intend to collect personal information from minors, such that the Website and App are not subject to the Children’s Online Privacy Protection Act. If you allow your minor child, or a child for whom you are a legal guardian, to access or use the Website or App, you agree that such access or use will violate these Terms of Use, and you agree that you will be solely responsible for: (a) the online conduct of such minor child, (b) monitoring such minor’s access to and use of the Website and App, (c) the consequences of any such access and use, and (d) the indemnification of Conciurgent as a result of any such access and use.

AGREEMENT: You represent, warrant, and covenant that: (i) you are a natural person and of eighteen (18) years of age or older, or otherwise the age of majority in your jurisdiction; (ii) you have read and understand these Terms of Use in their entirety; (iii) you have the full right and authority to enter into and abide by these Terms of Use; (iv) you understand and acknowledge that by accepting these Terms of Use, you may be waiving certain legal rights and remedies; and (v) you voluntarily accept and agree to, and will fully comply with, these Terms of Use.

ACCEPT: _____