

Terms of Use

IF YOU BELIEVE YOU ARE HAVING A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR LOCAL MEDICAL PROVIDER OR DIAL 9-1-1. TELEHEALTH IS CONTEMPLATED ONLY FOR SPECIFIC, NON-EMERGENCY MEDICAL CONDITIONS AND CONCERNS.

We understand the importance of confidentiality and privacy regarding your information. Please refer to the Your Protected Health Information Or “PHI” portion of these Terms and our Privacy Policy [Privacy Policy](#) for information regarding how we collect, use, and disclose information about you.

Introduction

XMD Wellness LLC owns and operates xmdwellness.com (the “Site”). Your use of the Site, any part thereof, or anything associated therewith, including the services, features, content, and applications, together with the Site, are the XMD Wellness services (“Services”) offered by XMD Wellness LLC in collaboration with its licensed telehealth partners (the “Telehealth Partners”), and their affiliated medical groups (“Medical Groups”) and licensed clinicians (“Providers”). Any products or services provided through the Site or any affiliated website, software, or application owned or operated by or in collaboration with XMD Wellness LLC and the Telehealth Partners are governed by these Terms of Use (“Terms” or “Terms of Use”). By accessing or using any of the Services, you agree to be bound by these Terms.

Agreement to Terms

These Terms of Use constitute a legally binding agreement made between you (“you”) and XMD Wellness LLC. These Terms of Use, together with any other terms and policies referenced herein, govern your access to and use of the Site and Services. Even if you have arrived at the Site or Services through a website or mobile application operated or controlled by a third party (including one of our licensed Telehealth Partners), you understand and agree that these Terms of Use are entered into between you and XMD Wellness LLC.

By accessing or using the Site or Services, you acknowledge that you have read, understood, and agreed to be bound by all of these Terms of Use.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE OR SERVICES. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE OR THE OTHER TERMS AND POLICIES REFERRED TO HEREIN, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE OR SERVICES AND MUST DISCONTINUE USE IMMEDIATELY. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY DOCUMENT, NOTICE, OR COMMUNICATION ISSUED BY YOU TO XMD WELLNESS LLC AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY XMD WELLNESS LLC. SUCH TERMS SHALL BE WHOLLY INAPPLICABLE TO YOUR ACCESS TO AND USE OF THE SITE AND SHALL NOT BE BINDING IN ANY WAY ON XMD WELLNESS LLC.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use or any other terms and policies referenced herein (including, without limitation, the Privacy Policy) (collectively, the “Additional Terms”) at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms of Use or the applicable Additional Terms. Except to the extent prohibited by applicable law, you waive any right to receive specific notice of each such change. It is your responsibility to review these Terms of Use and any Additional Terms periodically to stay informed of updates.

You will be deemed to have accepted any revised Terms of Use or Additional Terms by your continued use of the Site or Services after the date such updates are posted. If you disagree with these Terms of Use or any Additional Terms, your sole and exclusive remedy is to discontinue your use of the Site or Services.

Requirements for Use

You must have compatible computing and/or mobile devices, access to the internet, and certain necessary software to use the Site. Fees and data charges may apply to your use of the Site, the Services, and the internet.

Your Relationship with XMD Wellness LLC

XMD Wellness LLC does not provide any medical services, including via the Site. The Services may include access to one or more professional medical organizations affiliated with our licensed Telehealth Partners (collectively, the “Medical Groups” or “Groups”), which provide healthcare services (“Healthcare Services”) through the Site. These Groups employ or contract with licensed medical providers and other clinicians (“Providers”) who offer certain Healthcare Services. All Providers who deliver Healthcare Services are independent practitioners contracted or employed by affiliated Medical Groups that collaborate with XMD Wellness LLC but are not employed or contracted by XMD Wellness LLC. These independent clinicians are solely responsible for the Healthcare Services you receive.

Accessing the Site does not create any patient-provider relationship between you and XMD Wellness LLC. The Site is designed to facilitate access to certain Healthcare Services but is not, and should not be considered or used as, comprehensive medical advice, care, diagnosis, or treatment. In some cases, the Services may not be the most appropriate way for you to provide information to, communicate with, or seek medical care and treatment from a healthcare provider. For example, your Provider may determine that your diagnosis or treatment requires an in-person office visit or cannot be appropriately addressed through the Healthcare Services or the use of the Site or Services. In such cases, you may be notified that you will be unable to access Healthcare Services using the Site or Services for the particular issue for which you requested assistance, along with additional information regarding next steps.

XMD Wellness is not responsible or liable for any advice, course of treatment, diagnosis, or any other information, services, or products that you may obtain through the

Providers or Medical Groups.

To the extent the Services you seek require care by a licensed provider, all Healthcare Service consultations are provided by a Provider licensed in the state where you, the patient, are located, and are delivered via a secure platform that complies with the privacy and security standards established under the federal Health Insurance Portability and Accountability Act (“HIPAA”). Providers who deliver Healthcare Services may provide diagnoses and prescribe medication, if clinically appropriate. Similarly, Providers may issue prescriptions, where clinically appropriate and legally permitted, including for commercially available and compounded medications.

Independent Medical Judgment

XMD Wellness LLC is not licensed to practice medicine and does not provide any healthcare service. XMD Wellness LLC does not control or interfere with the provision of Healthcare Services provided by any Provider, which include medically trained clinicians and their affiliated Medical Groups, each of whom is independent from XMD Wellness LLC and solely responsible for the healthcare service you receive. You understand and agree that XMD Wellness LLC is not responsible for any Healthcare Service provided by a Provider or their Medical Group, including any personal injury or property damage. You further understand and agree that after reviewing your information, the Provider in their independent professional judgment, will determine whether to prescribe medication, other treatments, or, alternatively, recommend that you consult with alternative clinical resources.

XMD Wellness LLC does not direct, influence, or control any clinical decisions made by Providers, including decisions regarding whether to prescribe medications, which medications to prescribe, or the appropriate course of treatment.

Pharmacy Services

By accepting these Terms of Use, you additionally understand and agree that XMD Wellness LLC is not acting as a pharmacy, nor does XMD Wellness LLC control or interfere with any such services. By accepting these Terms of Use, you understand and agree that you may be entering into a relationship with a pharmacy, pharmacist, and/or pharmacy group or other such relationship with any one or more such third-party entities.

XMD Wellness LLC does not manufacture, compound, dispense, or distribute any medications. All prescription medications are dispensed solely by independent licensed pharmacies pursuant to a valid prescription issued by a licensed healthcare provider.

Partner Pharmacies

- RedRock Pharmacy
 - <https://www.redrockhomepharmacy.com/>
 - 1240 E 100 S #220, St. George, UT 84790
 - 801-433-9500
- Health Warehouse
 - <https://www.healthwarehouse.com>
 - 7107 Industrial Rd. Florence, KY 41042
 - 800-748-7001
- Precision Medicine
 - <https://precisionmeds.com>
 - 2657 Merrick Road Bellmore, NY 11710
 - 516-833-6262

- Triad Rx
 - <https://www.triadrx.us>
 - 26258 Pollard Road, Daphne, AL 36526
 - 251-380-7630

Electronic Communications

By accepting these Terms of Use, you agree and consent to XMD Wellness LLC sending you disclosures, notices, messages, reports, and other communications electronically.

It is your responsibility to monitor and review these communications. You agree that any notices, agreements, disclosures, or other communications that XMD Wellness LLC sends to you electronically will satisfy any legal communication requirements, including but not limited to requirements that such communications be in writing.

You should maintain copies of all electronic communications from us by printing a paper copy or saving an electronic copy for your records.

You acknowledge and agree that you will not hold XMD Wellness LLC liable for any loss, injury, or claim of any kind resulting from your failure to read these communications, monitor your account, or comply with any instructions or recommendations contained in such communications.

Access Rights and Prohibited Use

The Site is hosted in the United States. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Site is intended for users who are at least 18 years old or are able to independently consent to the requested Healthcare Services in their jurisdiction. Persons under the age of 18 or who are otherwise not able to independently consent to the requested Healthcare Services in their jurisdiction are not permitted to use or register for the Site or Services.

Your Protected Health Information Or “PHI”

You understand and agree that the Site is intended to facilitate Healthcare Services by assisting independent Medical Groups and their Providers with:

- (a) the development and gathering of healthcare records and information, with retention of the same for use in professional encounters and communications with Providers;
- (b) administrative support in connection with scheduling and payment for Healthcare Services;
- (c) administrative support in coordinating fulfillment and payment for prescription medications ordered or prescribed by Providers performing Healthcare Services; and

(d) telecommunications and technology support for using the Site as a means of direct access to Providers through the Medical Groups for communication, consultations, assessments, and treatment by such Providers.

Although XMD Wellness LLC is not a “Covered Entity” under HIPAA, you understand that XMD Wellness LLC may gather unique information from you to enable a Provider to deliver Healthcare Services. This may include but not limited to applicable health information (such as your past and present health conditions, medications, and blood pressure), diagnostic tests (as applicable), and personal information (such as your name, location, and demographic information) (collectively, “Your Information”). This information may be considered medical information protected under applicable laws.

As such, you give your consent to XMD Wellness LLC to send and disclose Your Information to its licensed telehealth partners, Medical Groups, and their Providers so that you may receive Healthcare Services. You also consent to the delivery of Your Information to affiliated and unaffiliated pharmacies, laboratories, and other diagnostic testing companies as part of the coordination of fulfillment and payment for diagnostic testing, prescription medications, and medical services recommended as part of the Healthcare Services.

One or more of the labs, pharmacies, or Medical Groups may or may not be a “covered entity” or “business associate” under HIPAA, and XMD Wellness LLC and its telehealth partners may, in some cases, be considered “business associates” of a lab, pharmacy, or Medical Group. While state-specific privacy laws may apply, HIPAA does not necessarily apply to an entity or person simply because health information is involved, and HIPAA may not apply to your transactions or communications with XMD Wellness LLC, its telehealth partners, the Medical Groups, the Providers, the labs, or the pharmacies.

To the extent XMD Wellness LLC or its telehealth partners are deemed “business associates,” and solely in that role, they may be subject to certain provisions of HIPAA with respect to “protected health information” (“PHI”), as defined under HIPAA, that you provide to the labs, pharmacies, or Medical Groups. In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, “Protected Information”) will be used and disclosed only in accordance with such applicable laws. Any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under our Privacy Policy.

Protected Information does not include information that has been de-identified in accordance with HIPAA. The Medical Groups and Providers have adopted a Notice of Privacy Practices describing how they use and disclose Protected Health Information. By accessing or using any part of the Services, you acknowledge receipt of the Notice of Privacy Practices from your Medical Group and Provider(s).

By using the Services, you further agree that if HIPAA applies to XMD Wellness LLC, its telehealth partners, the Medical Groups, the Providers, the labs, or the pharmacies, any information you submit that is not intended or used solely for the provision of diagnosis and treatment by the Medical Group and Providers, or for prescription fulfillment or laboratory services, is not considered Protected Information and will instead be governed by our Privacy

Policy and any applicable state privacy laws.

Prohibited Activities

XMD Wellness LLC reserves the right to investigate, suspend, and/or terminate your account if you misuse the Site or engage in conduct that XMD Wellness LLC deems inappropriate, unlawful, or inconsistent with these Terms. You acknowledge and agree that XMD Wellness LLC, in its sole discretion, may determine that you have failed to comply with these Terms or any other applicable policies, and such determination shall be final and not subject to appeal or contest.

The following is a non-exhaustive list of prohibited activities with respect to the Site and Services. You shall not:

- Provide false personal information, impersonate any person or entity, or misrepresent your affiliation with any person or entity.
- Sell or promote any tobacco.
- Use the Site or Services in any unlawful manner or for any illegal purpose.
- Access or use the Site from any jurisdiction in which such use is unauthorized or illegal, including outside the 50 U.S. states where XMD Wellness services are available.
- Request, collect, or use the Site to conceal the identity, source, or destination of any unlawfully obtained funds, information, or products.
- Use any robot, spider, scraper, data-mining tool, or other automated device to access or reproduce the Site, its structure, or content.
- Collect usernames, email addresses, or other user information by electronic or other means for the purpose of sending unsolicited messages or engaging in unauthorized linking or framing of the Site.
- Interfere with or disrupt the Site or any servers or networks connected to the Site, including attempts to hack, overload, or disable any system component.
- Transmit any material that contains viruses, malware, or any other harmful code designed to interrupt, destroy, or limit the functionality of software, hardware, or telecommunications equipment.
- Exploit, for personal, commercial, or third-party gain, any content or information from the Site, including, without limitation, accessing or using any content or information from the Site in order to directly or indirectly compete with XMD Wellness LLC.
- Forge headers, manipulate identifiers, or otherwise obscure the origin of any communication transmitted through or related to the Site.

User Representations

By using the Site, you represent, warrant and covenant that: (1) all registration or account information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use and the Additional Terms; (4) you are at least 18 years old or otherwise able to independently consent to the receipt of the Healthcare Services requested in your jurisdiction; (5) you will not access the Site through

automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Proprietary Rights

XMD Wellness LLC owns and retains all proprietary rights in the Site, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Site also includes content and materials licensed by or provided in collaboration with OpenLoop Health, Inc. and other third-party partners, which remain the property of their respective owners. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Site, without first obtaining the prior written consent of XMD Wellness LLC or, if such property is not owned by XMD Wellness LLC, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Copyright Policy; Notice and Procedure for Making Claims of Copyright Infringement

As described above, you may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

1. identification of the material that you claim is infringing and information reasonably sufficient to enable XMD Wellness LLC to find the material on the Site, such as a URL;
2. your address, telephone number and email address;
3. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
4. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
5. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Notice of claims of copyright infringement should be provided to XMD Wellness LLC's Copyright Agent (the Copyright Agent shall also be responsive for any claims of copyright infringement regarding the Digital Millennium Copyright Act) at privacy@xyngular.com or the following address: 2000 W Ashton Blvd Suite 170, Lehi, UT 84048.

XMD Wellness LLC will terminate the accounts of repeat infringers.

Modifications to Site or Service

XMD Wellness LLC reserves the right at any time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that XMD Wellness LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. To protect the integrity of the Site, XMD Wellness LLC reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

Disclaimers

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, XMD WELLNESS LLC PROVIDES AN ACCESS TO THE SITE AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SITE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. XMD WELLNESS LLC DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SITE.

FROM TIME TO TIME, XMD WELLNESS LLC MAY MAKE THIRD PARTY OPINIONS, ADVICE, STATEMENTS, OFFERS, OR OTHER THIRD-PARTY INFORMATION OR CONTENT AVAILABLE THROUGH THE SITE.

ALL THIRD-PARTY CONTENT IS THE RESPONSIBILITY OF THE RESPECTIVE AUTHORS THEREOF AND SHOULD NOT NECESSARILY BE RELIED UPON. SUCH THIRD-PARTY AUTHORS ARE SOLELY RESPONSIBLE FOR SUCH CONTENT. XMD WELLNESS LLC DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT PROVIDED THROUGH THE SITE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS IN THE SITE. UNDER NO CIRCUMSTANCES WILL XMD WELLNESS LLC OR ITS AFFILIATES BE RESPONSIBLE OR

LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED IN THE SITE OR TRANSMITTED TO OR BY ANY USERS.

Links to Other Websites or Resources

The Site may contain, and the Site or third parties may provide, advertisements and promotions offered by third parties and links to other websites or resources. You acknowledge and agree that XMD Wellness LLC is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that XMD Wellness LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL XMD WELLNESS LLC, TELEHEALTH PARTNERS (INCLUDING OPENLOOP HEALTH, INC.), AFFILIATED MEDICAL GROUPS OR PROVIDERS, BUSINESS CLIENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS, PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INTANGIBLE LOSSES, EVEN IF XMD WELLNESS LL CHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, XMD WELLNESS LLC SHALL NOT BE LIABLE FOR ANY MEDICAL ADVICE, PRESCRIPTIONS, DIAGNOSES, OR TREATMENTS PROVIDED BY INDEPENDENT PROVIDERS OR MEDICAL GROUPS, AS THESE SERVICES ARE SOLELY THE RESPONSIBILITY OF LICENSED CLINICIANS.

IN ANY CASE, XMD WELLNESS LLC'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE OR SERVICES— REGARDLESS OF THE FORM OF THE ACTION—SHALL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU DIRECTLY TO XMD WELLNESS LLC FOR ACCESS TO THE SITE OR SERVICES DURING THE TERM OF YOUR ACCOUNT. YOU AGREE THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, SERVICES, OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR

AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR IT WILL BE PERMANENTLY BARRED.

Governing Law

These Terms, and any dispute between you and XMD Wellness LLC, shall be governed by the laws of the state of Utah without regard to principles of conflicts of law. Any action shall take place in Utah District Court, Salt Lake City County, Utah and you consent to said jurisdiction.

Indemnity

You agree to indemnify and hold XMD Wellness LLC, its subsidiaries, affiliates, partnered telehealth providers, subcontractors and other clients, including the Medical Groups and Providers, and their respective officers, directors, agents, clients, employees and volunteers, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with these Terms (including any breach of your representations and warranties contained herein), any postings or Content that you post in, through or in connection with the Site, and the violation of any law or regulation by you. XMD Wellness LLC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with XMD Wellness LLC in connection therewith.

Notice

XMD Wellness LLC may provide you with notices, including those regarding changes to these Terms, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings in the Site. Such notices may not be received if you violate these Terms by accessing the Site in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Site in an authorized manner.

Payments

You agree to pay all fees due for Services and Healthcare Services requested pursuant to all payment terms presented to you when engaging in transactions. Prices are subject to change at any point in our sole discretion. You will see a prompt for your payment details, such as your credit card information and any promotional codes you may have.

By entering your payment information and submitting your request, you authorize XMD Wellness LLC, its affiliates, partnered telehealth providers, or third-party payment processors to retain credit card information, which will be kept on file to be used as a form of payment for fees incurred for, late cancellations, missed appointments, returned checks, failed payments, past due account balances, fees associated with subsequent medical services, and/or Subscription Services (as defined below).

You understand and agree that XMD Wellness LLC does not provide medical or pharmacy services directly. You are responsible for all fees due to receive Services and Healthcare Services, including any fees charged by independent Medical Groups, Provider(s), pharmacy(ies), and lab(s) that provide Healthcare Services to you in connection with the Services. Your payments to XMD Wellness LLC may include fees collected on behalf of these independent entities, such as Medical Group(s), Provider(s), and pharmacy(ies) for Healthcare Services. Any Healthcare Services not provided by a Provider, Medical Group, or telehealth partner affiliated with XMD Wellness, or otherwise made available through the Services, are not included in the payments collected by XMD Wellness LLC, and you may be separately charged by the applicable healthcare organization(s) and/or provider(s) of such services.

In the event that your credit card expires or XMD Wellness LLC, its affiliates, partnered telehealth providers or its third-party payment processors are unable to process your payment, you may receive a request to provide an alternative payment method. XMD Wellness LLC and/or its partnered Medical Group(s) and/or Provider(s) have no obligation to facilitate or deliver any Healthcare Services or pharmacy services unless and until full payment has been received and/or verified. You are responsible for keeping your payment information (such as credit card number and billing address) accurate and up to date at all times.

Certain products or services offered on the Services may be offered on a subscription basis ("Subscription Services"). For Subscription Services, your payment method will be automatically charged at regular intervals as described during the checkout process for the applicable Subscription Services. You may cancel a subscription at any time, and you will continue to have access to the Services through the end of your billing period.

You may cancel your subscription at any time either by sending an email with your name and email address associated with the service to support@xmdwellness.com

or by contacting your Provider directly. Your Subscription Services may also be governed by Provider policies and cancellation procedures outside of the terms of this document.

EXCEPT AS OTHERWISE SET FORTH IN ANY RETURN OR REFUND POLICY PROVIDED TO YOU ON THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT DUE TO THE NATURE OF THE PRODUCTS AND SERVICES PURCHASABLE THROUGH

THE SERVICES, ANY APPLICABLE FEES AND OTHER CHARGES ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES

TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

Termination.

These Terms of Use will remain in full force and effect as long as you continue to access the Site or use the Services. You may terminate these Terms of Use at any time by discontinuing use of the Services. Your permission to use the Services automatically terminates if you violate these Terms of Use.

XMD Wellness LLC may suspend or terminate any of the rights granted by these Terms of Use, as well as your access to and use of the Services, with or without prior notice, for any

reason and at any time, including violations of these Terms of Use.

The following provisions shall survive the expiration or termination of these Terms of Use for any reason: Disclaimers; Limitation of Liability; Indemnity; Governing Law; Entire Agreement; and Assignment.

Subject to applicable law, XMD Wellness LLC reserves the right to maintain, delete, or destroy all communications and materials submitted, posted, or uploaded to the Site in accordance with its internal record retention and content management policies.

After termination, XMD Wellness LLC will have no further obligation to provide access to the Services, except where an independent Medical Group or Provider is required by law or professional duty to provide access to health records or continuing care.

You agree that if your access to or use of the Services is terminated under these Terms of Use, you will not attempt to access or use the Services again in any way. You further agree that, if you violate this restriction after termination, you will indemnify and hold XMD Wellness LLC harmless from any and all resulting liability or damages.

Entire Agreement

These Terms of Use, together with the Additional Terms, contains the entire agreement between you and XMD Wellness LLC regarding the use of the Site. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms operate to the fullest extent permissible by law. If any provision of these Terms are held invalid, the remainder of these Terms continue in full force and effect. The failure of XMD Wellness LLC to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death. No agency, partnership, joint venture or employment is created as a result of these Terms and you may not make any representations or bind XMD Wellness LLC in any manner.

You may contact XMD Wellness LLC online at <https://www.xmdwellness.com> or at the following address:

Corporate Office
2000 W Ashton Blvd Suite 170
Lehi, UT 84048
Customer Service Phone Number: 801-756-8808

California Users

Pursuant to California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

Assignment

You may not assign any of your rights under these Terms, and any such attempt will be null and

void. XMD Wellness LLC may, in its sole discretion, assign or transfer, without further consent or notification, these Terms or any or all of the contractual rights and obligations pursuant to these Terms, in whole or in part, to any affiliate of XMD Wellness LLC, or to a third-party in the event that some or all of the business of XMD Wellness LLC is transferred to such other third-party by way of merger, sale of its assets, or otherwise.