

Terms of Use

Effective Date: January 1, 2024

PLEASE READ THESE TERMS OF USE CAREFULLY FROM BEGINNING TO END BECAUSE THEY SET FORTH IMPORTANT TERMS THAT YOU WILL NEED TO KNOW ABOUT THE SERVICES (DEFINED BELOW).

BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE IN THEIR ENTIRETY. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU MAY NOT USE THE SERVICES.

THESE TERMS OF USE ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.

Introduction

These Terms of Use (“Terms of Use”) describe Your (defined below) rights and responsibilities with regard to the use of any website (including, without limitation, www.undefinedhealth.com and www.undefinedrx.com) (collectively, “Websites”), application (e.g., mobile applications) (collectively, “Apps”), or services provided by Us (together with the Websites and Apps, “Services”) associated with Undefined Health, LLC (“Undefined Health”) and its affiliates (including, without limitation, Undefined Pharmacy, LLC) (collectively, “Undefined,” “We,” “Our,” or “Us”). As used herein, “You” and “Your” refer to the person using the Services. Your access to and use of the Services is subject to these Terms of Use, Our Privacy Policy, and all applicable laws and regulations. Certain parts of the Services may require additional or supplementary terms and/or conditions that You may be required to review and agree to be bound by in order to use such parts of the Services. Further, certain Services may not be available in all states.

You acknowledge that Your use of the Services does not replace Your relationship with any physician or healthcare provider and that Our Services may not be appropriate for everyone and/or all medical conditions. Undefined does not offer treatment for medical emergencies or mental health crises. **IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY OR MENTAL HEALTH CRISIS, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT ACCESS THE SERVICES FOR EMERGENCY OR CRISIS CARE.**

Changes to the Term of Use and the Services

Undefined reserves the right to review, remove, replace, supplement, change, and/or otherwise alter any part of these Terms of Use in its sole discretion at any time and for any or no reason as part of Our mission to continually improve, refine, and expand the Services. Any changes to these Terms of Use are effective upon posting, unless applicable law requires Us to provide additional notice or take other actions before such changes can become effective. You should check the Terms of Use each time You use the Services to determine if any changes have been made. If You disagree with these Terms of Use, Your sole and exclusive remedy is to discontinue

Your use of the Services. Your continued use after a change has been posted constitutes Your acceptance of the changes.

We do not guarantee that any or all parts of the Services will be accessible to You, and We are not liable for any inaccessibility.

Contact Us

If You have any questions about these Terms of Service, please contact Us at:

Undefined Pharmacy, LLC
Attention: Legal Department
266 King George Road, Suite C-2
Warren, New Jersey 07059

Services Overview

Undefined is based in the United States. We provide the Services for use only by persons located in the United States, but all or parts of Our Services may only be available to individuals in certain states. We make no claims or representations that the Services or any material included in the Services are accessible or appropriate (i) in all states or (ii) 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 or in a state where access is prohibited, You do so at Your own risk, and You are solely responsible for compliance with local laws, including export laws as applicable.

Our Services are only available to individuals who (i) are at least eighteen (18) years of age (or the age of majority, if different) or (ii) are at least thirteen (13) years of age but under eighteen (18) years of age and have obtained the consent of Your parent or legal guardian. For the avoidance of doubt, Our Services are not available to individuals who are either (a) less than thirteen (13) years of age or (b) less than eighteen (18) years of age and have not obtained the prior consent of a parent or legal guardian. If You are aware of any use in violation of this paragraph, please email Us at info@undefinedhealth.com.

To qualify to use Our Services, You must (1) comply with the age requirements described in the paragraph above, (2) live in a state where the Services are available, and (3) agree to be legally bound by and comply with these Terms of Use and other terms and conditions as may be described or set forth on a Website and/or App. You agree that even if You meet the foregoing requirements, it does not guarantee that You will receive or have access to all or part of the Services. In addition, Undefined and healthcare providers that are either contracted by or affiliated with Us reserve the right to change or include new requirements as deemed appropriate in Our/their sole and absolute discretion without providing prior notice to You.

Our Services may include, but not be limited to (A) providing individuals with information on health care and wellness; (B) providing individuals with pharmacy services; (C) providing individuals with access to technology-oriented tools for addressing certain health issues; (D)

development and gathering of health care records and health care information with retention of the same for use in health care provider appointments, communications, and pharmacy services; (E) administrative support in connection with scheduling, payment for health care provider services, and payment for pharmacy services; and (F) telecommunications support for using the Services as a means of direct access to a health care provider for communication, consultations, assessments, and treatment by such health care organizations and their providers.

Use of a compatible device, suitable Internet, and necessary software are required to access or use the Services. To the extent there are any fees or charges associated with the foregoing, such as, without limitation, fees and charges regarding use of mobile services and/or Internet, You are solely responsible for such costs.

Telemedicine and Pharmacy Services

Telemedicine involves the delivery of health care services using electronic communications, information technology, and/or other means between a health care provider and a patient who are not in the same physical location. Telemedicine may be used for diagnosis, treatment, follow-up, and/or related patient education, and may include, but is not limited to:

- Electronic transmission of medical records, photo images, personal health information, or other data between a patient and health care provider;
- Interactions between a patient and health care provider via audio, video, and/or data communications; and
- Use of output data from medical devices, sound, and video files.

Network and software security protocols may be used in the Services to protect the privacy and security of health information and will include measures to safeguard Your data to ensure its integrity against intentional or unintentional corruption or unlawful access. By accepting the Terms of Use, You agree and consent to Undefined, Our affiliated physician practices, the health care providers contracted or employed by the affiliated physician practices, and any other health care organization(s) or provider(s) with whom We partner to provide the Services to You sending You disclosures, notices, messages, reports, and other communications either in writing or electronically including without limitation through Your account or by email. It is Your responsibility to monitor these communications. You acknowledge and agree that You will not hold Us, any affiliated physician practice, any health care provider contracted or employed by an affiliated physician practice, or any health care organization(s) or provider(s) with whom We partner to offer the Services to You liable for any loss, injury, or claim of any kind resulting from Your failure to read these communications or for Your failure to comply with any treatment recommendations contained in these communications. Moreover, You acknowledge and agree that no means of electronic transmission can be guaranteed to be 100% secure. By accessing or using the Services, You agree to Us transmitting health and other information to You electronically and that any information sent to or signed by You or Us electronically shall be deemed equivalent to as if such information was provided or signed in writing.

Please see Our [Consent to Telehealth](http://www.undefinedhealth.com/consent-to-telehealth) available at www.undefinedhealth.com/consent-to-telehealth for additional information about the risks and benefits of telehealth. Please also see the [Asynchronous Telemedicine Informed Consent](#) form from a professional association that

provides care to patients of Undefined. The Consent to Telehealth and Asynchronous Telemedicine Informed Consent forms are hereby incorporated into these Terms of Use by reference and constitute a part of these Terms of Use.

Undefined Health does not provide any medical services; rather, Undefined Health provides a technology platform for You to access a health care provider who is employed by or contracted with Undefined (either directly or through an affiliated or contracted physician practice or professional association) and obtain access to additional information, which You may or may not choose to utilize in planning Your health care and wellness. The health and wellness resources made available through Our Services are for informational purposes only and are not a substitute for direct in-person health care services in all cases; nor are they an indicator of specific results. The decision to focus on diagnosis, treatment recommendations, or both, rests with You and the health care provider. You understand that You are not entering into a provider-patient relationship with Undefined Health.

Except for specific communications received from a healthcare provider, none of the information You receive through the Services should be considered medical advice.

Undefined and the healthcare providers associated therewith do not accept commercial health insurance plans, are not in-network with any commercial health insurance plans and are not enrolled with federal or state health care programs, such as Medicare and Medicaid. **By choosing to use the Services, You are specifically choosing to obtain products and services on a cash-pay basis outside of any commercial health insurance plan or federal or state health care program. Thus, You are solely responsible for the costs of any services or products provided to You.** If You are a federal health program beneficiary, You agree that neither You, Undefined, nor any healthcare organization or healthcare provider employed or contracted with Undefined (either directly or through an affiliated or contracted physician practice or professional association) will submit a claim for reimbursement to any federal or state healthcare program for the costs of the services and products provided to You through the Services. Please also see the Payments section below for additional terms applicable to Your payment obligations.

If You receive a prescription as a result of Your use of the Services, You may select Undefined Pharmacy, LLC to ship Your prescription or You may also—to the extent they are available—choose to have Your prescription fulfilled through the pharmacy of Your choice when prompted during Your use of the Services. If You decline to use Undefined Pharmacy, LLC, You may incur additional charges not specifically described by Us. You give Us consent to send and disclose to Undefined Pharmacy, LLC or the pharmacy of Your choice all information provided by You, health care records, and other applicable health care information and personal information (such as Your name, location, and demographic information) so that You may receive pharmacy services. If You select to use Undefined Pharmacy, LLC to fulfill any prescriptions, You acknowledge that Your medication will not be shipped in child-resistant packaging and that You must keep it out of the reach of children. Further, all prescriptions will be set for automatic refills unless you opt out in your account.

Accounts

You may be required to create an account to access and use certain parts of the Services. If You create an account, You agree to (i) provide information that is accurate, complete, and correct and (ii) maintain and update any information in the account so that it remains accurate, complete, and correct at all times. If You do not maintain such information, or We suspect that You have failed to maintain such information, We have the right to suspend or terminate Your account and Your use of the Services. You agree to keep Your username and password confidential and to exit/log out from Your account at the end of each session. You are responsible for all activities that occur under Your account and for maintaining the confidentiality of Your password. You are responsible for changing Your password promptly if You think it has been compromised. You also agree to immediately notify Undefined of any unauthorized use of Your username, password, or any other breach of security that You become aware of involving or relating to the Services by emailing Us at info@undefinedhealth.com. We may take any and all actions that We deem necessary or reasonable to maintain the security of the Services.

You may only have one account, and You may not transfer or share Your password with anyone. You may not use anyone else's account at any time. You should only use the Services on unmodified, manufacturer-approved operating systems, and failure to comply with the foregoing requirement is a material breach of these Terms of Use. Undefined explicitly disclaims liability for any and all losses and damages arising from Your failure to comply with this section.

Privacy

Please see Our [Privacy Policy](http://www.undefinedhealth.com/privacy-policy) available at www.undefinedhealth.com/privacy-policy for more information on how We collect and use Your information. The Privacy Policy is incorporated into these Terms of Use by reference and constitute a part of these Terms of Use as if fully recited herein.

Ownership and License to Use the Services

As between Undefined and You, Undefined is the sole and exclusive owner of all right, title, and interest in and to the Services and their content, features, and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement, and look and feel) ("Services Content"). You are not permitted to reproduce, publish, distribute, modify, reverse engineer, disassemble, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Services or Services Content except as permitted by these Terms of Use or otherwise by Undefined expressly in writing. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Services or Services Content shall be owned solely and exclusively by Undefined or its licensors, including all intellectual property rights therein. You may not access or use for any commercial purposes any part of the Services or Services Content.

Certain names, logos, and other materials displayed in and through the Services may constitute trademarks, trade names, service marks, or logos ("Marks") of Undefined or its affiliates. You are not authorized to use any such Marks without the express written permission of Undefined.

Ownership of all such Marks and the goodwill associated therewith remains with Us or Our affiliates.

Subject to Your compliance with these Terms of Use, We hereby grant to You a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Services and Services Content solely for Your personal and non-commercial use and only as permitted under these Terms of Use and the Privacy Policy. No other right, title, or interest in or to the Services or Services Content is transferred to You, and all rights not expressly granted are reserved by Undefined or its licensors.

User Content

Except as provided in Our Privacy Policy or information governed by applicable federal and state-specific privacy laws and regulations, You understand and agree that any information You provide through the Services, whether by direct entry, submission, email, or otherwise, including, but not limited to, data, questions, comments, forum communications, or suggestions/feedback, will be treated as non-confidential and non-proprietary and will become the property of Undefined and/or (i) the affiliated physician practices or (ii) individual health providers utilizing the Services (“User Content”).

Except as provided in Our Privacy Policy or subject to any applicable laws, User Content may be used by Undefined for any purpose without compensation to You, including, without limitation, reproduction, solicitation, disclosure, transmission, publication, broadcast, and posting, and Undefined shall be free to use such User Content for any purpose whatsoever without compensation to You, including, without limitation, developing and marketing products using such information. You hereby grant Undefined, Our service providers, Our successors and assigns, and Our affiliated health care providers a fully transferable and sublicenseable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third parties any data or information You submit on or through the Services for the purposes of providing Services to You, marketing Services to You, conducting research or analyses of such data, and designing, developing, implementing, modifying, and/or improving new, current, or future features, products, and services of Undefined using such data. You understand that any User Content You publish in public forums will be viewable and copyable by other users of the forum and potentially the public at large.

WITHOUT LIMITATION OF THE FOREGOING, UNDEFINED DOES NOT ASSUME RESPONSIBILITY OR LIABILITY FOR THE USER CONTENT FOUND IN ANY PUBLIC FORUM, NOR FOR ANY CLAIMS, DAMAGES, OR LOSSES RESULTING FROM ANY USE OF ANY PUBLIC FORUM OR THE USER CONTENT CONTAINED THEREIN.

You acknowledge, consent, and agree that We may access, monitor, preserve, and disclose Your information and/or any User Content You submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by law or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms of Use, Our Privacy Policy, or other contracts with You, including investigation of potential violations thereof; (3) to respond to

claims that any content violates the rights of third parties; (4) to respond to Your requests for customer service; and (5) to protect the rights, property, or personal safety of Undefined, its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection and spam/malware prevention, and similar purposes.

Copyright Notices

Undefined reserves the right to remove any content or any other material or information available on or through Our Services, at any time and for any reason. Undefined otherwise complies with the provisions of the Digital Millennium Copyright Act (“DMCA”) applicable to Internet service providers (17 U.S.C. § 512, as amended), and We respond to clear notices of alleged copyright infringement provided to Us as described in this Section:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed;
- An identification of the copyrighted work or other intellectual property that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- An identification of the content or material that You claim is infringing and where it is located on Our Services;
- Information sufficient for Us to contact You, such as Your address, telephone number, and/or email address;
- A statement by You that You have a good-faith belief that the use of the content or material of which You are complaining is not authorized by the copyright owner, its agent, or the law; and
- A signed statement by You that the above information in Your notice is accurate and that, under penalty of perjury, You are the copyright owner or authorized to act on the copyright owner’s behalf.

If You have objections to copyrighted content or material made available on or through Our Services, You may submit a notification to Us at info@undefinedhealth.com.

Restrictions on Use

By using or accessing the Services, You agree that You will not and will not attempt to do any of the following:

- impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- violate any local, state, national, or international law (including export laws);
- reverse engineer, disassemble, decompile, or translate any software or other components of the Services;
- distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or the Services, or any other system, device, or property;

- access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party;
- use any robot, spider, scraper, or other automated means to access the Services for any purpose without Our express prior written permission or bypass Our robot exclusion headers or other measures We may use to prevent or restrict access to the Services;
- license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Services, Service Content, or User Content other than as expressly permitted herein;
- create or develop competing products or services or for any other purpose that is to the detriment or commercial disadvantage of Undefined;
- damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner the Services, Service Content, or User Content, in whole or in part;
- use framing techniques to enclose any trademark, logo, or the Services without Our express prior written consent;
- post, transmit, or otherwise disseminate any content that, as We determine at Our sole discretion: (i) is unlawful, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, violent, demeaning, intimidating, discriminatory, or racially, ethnically, or otherwise objectionable, or infringes Our or any third party's intellectual property or other rights, (ii) is derogatory or harmful to Our reputation, the reputation of Our licensors, affiliated healthcare providers, affiliated healthcare practices, or any of Our or their respective officers, members, employees, representatives, licensors, and/or suppliers, in any way; (iii) may incite violence or other unlawful activity; or (iv) is harmful to children in any manner; or (iv) attempts to obtain the personal information of other users;
- harm, harass, threaten, abuse, defame, demean, discriminate against, or intimidate any affiliated health care provider who provides health care services related to the Services, as We determine in Our sole discretion;
- disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to the Services or any computer network;
- bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by US or any of Our service providers to protect the Services;
- remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services or any Service Content or User Content;
- use any manual process or automated device to monitor or copy any content made available on or through the Services for any unauthorized purpose except as permitted herein;
- to transmit, or procure the sending of, any advertising or promotional material without Our prior written consent, including any "junk mail," "chain letter," or "spam" or any other similar solicitation;
- copy, duplicate, download, store in a retrieval system, publish, transmit, or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as

the basis for a database, or otherwise use in any form or by any means any data, text, reports, or other materials related to Undefined or third-party content from the Services;

- otherwise use the Services in any manner that exceeds the scope of use granted herein; or
- encourage or enable any other individual to do any of the foregoing.

Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNDEFINED, INCLUDING ALL OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS, AND ITS CONTRACTORS AND AFFILIATES, INCLUDING, WITHOUT LIMITATION, ALL PHYSICIAN PRACTICES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "RELATED PERSONS") MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY, OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE FULLEST EXTENT OF APPLICABLE LAW, NEITHER UNDEFINED NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, OR USEFULNESS OF THE SERVICES, SERVICES CONTENT, AND USER CONTENT. FURTHERMORE, UNDEFINED DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND UNDEFINED DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL, AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SERVICES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL, AND/OR INFORMATION, OR YOUR RELIANCE ON ANY SUCH CONTENT, MATERIAL, AND/OR INFORMATION.

Limitation of Liability

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT WILL UNDEFINED, ITS RELATED PERSONS, OR LICENSORS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS, OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SERVICES OR ANY SERVICES CONTENT, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES. THIS IS TRUE EVEN IF UNDEFINED OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL UNDEFINED OR RELATED PERSONS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED IN THE AGGREGATE, THE GREATER OF (I) ONE HUNDRED DOLLARS (\$100), OR (II) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES IN THE THREE (3) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM.

Indemnification

You agree to indemnify, defend, and hold harmless Undefined, Undefined's affiliates, any service providers for Undefined, and any of their respective directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from: (i) Your use of the Services or Your use of the materials or features available on the Services, in an unauthorized manner; (ii) Your fraud, violation of law, negligence, or willful misconduct; or (iii) any breach by You of these Terms of Use.

Third Party Links and Features

The Services may contain hyperlinks, plug-ins, products, or features operated by third parties ("Third-Party Services"). Such Third-Party Services are not under Our control; therefore, We are not responsible for the information, products, or services described by, or for the content or features of any such Third-Party Services. We are providing these Third-Party Services to You

only as a convenience, and the inclusion of any Third-Party Services does not necessarily imply endorsement of the Third-Party Services or any association with its operators. Your use of these Third-Party Services is at Your own risk, and We are not liable to You in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Third-Party Services. You may have arrived to the Services through a Third-Party Service, and You understand and agree that We are not responsible for the information, products, or services described on those Third-Party Services, and only these Terms of Use will apply to Your use of or access to the Services.

Moreover, We are not involved in any actual transaction between any user and another user or third party, nor are We the agent of either for any purpose. As such, We will not be involved in resolving any disputes between any user and another user or third party relating to or arising out of any transaction between such parties. We urge users and third parties to cooperate with one another to resolve any such disputes. In the event that You have a dispute with one or more other users or third parties through Your use of the Services, You release Undefined, Undefined's affiliates, any service providers for Undefined, and any of their respective directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, principals, agents, predecessors, successors, assigns, accountants, and attorneys from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or Our Services.

Payments

You agree to pay all fees due for services requested at the checkout and 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 Us, Our affiliates, or Our third-party payment processors to charge the amount due, including recurring fees associated with Subscription Services (as defined below). You shall not later revoke payment or dispute a payment for any products or services provided by Undefined.

You understand and agree that You are responsible for all fees due to receive health care services and pharmacy services, including any fees charged by the health care organization(s) or provider(s) that provide services to You in connection with the Services. Your payments to Undefined may include fees charged by health care organization(s) or provider(s) for health care services and/or pharmacy services, which Undefined collects on their behalf. Any health care services or pharmacy services not provided by Undefined, Undefined's affiliates, or a contract or affiliated physician practice, or otherwise made available through the Services are not included in the payments collected by Undefined, and You may be separately charged by the applicable health care organization(s) and/or provider(s) for such services. In the event that Your credit card expires or Undefined, Undefined's affiliates, or Our third-party payment processors are unable to process Your payment, You may receive notice for You to provide an alternative payment method. Undefined and/or the health care organization(s) and/or provider(s) have no obligation to provide any health care 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. Depending on the specific products or services selected, You may be charged at the time You submit a request (for example, a healthcare consultation or membership election) or after the request is submitted (for example, for products after they are prescribed to You). You may cancel a subscription at any time before the cancellation cutoff date as indicated to You at the time You purchase a Subscription Service.

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

The Terms of Use will remain in full force and effect as long as You continue to access or use the Services. You may terminate the 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.

Undefined may terminate or suspend any of the rights granted by these Terms of Use and Your access to and use of the Services with or without prior notice, for any reason, and at any time, including for violations of these Terms of Use. The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law; and Miscellaneous. In addition, other provisions and sections of these Terms of Use will survive as needed for context to any claims.

Subject to applicable law, Undefined reserves the right to maintain, delete, or destroy all communications and materials posted or uploaded to the Services pursuant to its internal record retention and/or content destruction policies. You agree that if Your use of the Services is terminated pursuant to these Terms of Use, You will not attempt to use the Services in any way, and further agree that if You violate this restriction after such termination, You will indemnify and hold Undefined harmless from any and all liability that Undefined may incur therefore.

Governing Law

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND UNDEFINED TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM UNDEFINED. YOU UNDERSTAND AND AGREE THAT, BY ENTERING

INTO THESE TERMS OF USE, YOU AND UNDEFINED ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

These Terms of Use and Your use of the Services shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. Subject to the requirement to arbitrate set forth in this Governing Law Section, exclusive jurisdiction for all disputes that do not require arbitration will be the state and federal courts located in Newark, New Jersey, and You consent to the jurisdiction of those courts.

Except as described in the paragraph below, You and Undefined agree that every dispute arising in connection with these Terms of Use, the Services, or communications from Us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, common law, constitutional provision, respondeat superior, agency or any other legal or equitable theory, regardless of whether a claim arises after the termination of these Terms of Use, and regardless of whether a claim arises before or after the effective date of these Terms of Use. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

Although We are agreeing to arbitrate most disputes between Us, nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) file suit in a court of law to address an intellectual property infringement claim; or (c) seek injunctive relief in a court of law in a state or federal court in Newark, New Jersey.

This arbitration agreement, and any arbitration between Us, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Use. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Undefined.

Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Undefined’s address for Notice of Arbitration is: Undefined Pharmacy, LLC, 266 King George Road, Suite C-2, Warren, New Jersey 07059 Attention: Legal Department. A copy of all Notices of Arbitration must also be sent to Undefined via email to info@undefinedhealth.com. The Notice of Arbitration must: (i) identify the name or account number of the party making the claim; (ii) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within thirty (30) days after the Notice of Arbitration is received, You or Undefined may commence an arbitration proceeding. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal

Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Undefined may seek reimbursement for any fees paid to AAA.

Any arbitration hearing will take place in Newark, New Jersey in-person. During the arbitration, the amount of any settlement offer made by You or Undefined must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

Except as provided in paragraph below, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator's award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction.

YOU AND UNDEFINED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and Undefined agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR UNDEFINED WANTS TO ASSERT A DISPUTE AGAINST THE OTHER THAT IS SUBJECT TO ARBITRATION PURSUANT TO THESE TERMS OF USE, THEN YOU OR UNDEFINED MUST COMMENCE SUCH DISPUTE BY DELIVERY OF A NOTICE OF ARBITRATION WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

All parts of these Terms of Use apply to the maximum extent permitted by law. Undefined and You both agree that if We cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part We cannot enforce, to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

Communications

By opting in to receive text (SMS) messages from Undefined or by sending Undefined an initial text message (an "SMS Enrollment"), You consent to receiving text messages regarding Your Undefined account and use of the Services. These text messages may include order confirmations, shipping notifications, messages from Your healthcare provider, and other transactional messages, as well as promotional and marketing notifications, to the extent You have opted-in to receive such messages from Undefined.

With Your SMS Enrollment, You represent and understand that: (1) You are the owner or authorized user of the mobile device You used in order to initiate the SMS Enrollment; (2) You are authorized to approve any applicable charges in connection with the text messages You send to and receive from Undefined; (3) You will be responsible for all messaging and other data charges that may apply for any text messages sent to You from Undefined, or from Undefined to You; and (4) neither Undefined, nor Your or Undefined's mobile carriers, will be liable for delayed or undelivered messages.

Note that access to the Services is not conditioned upon Your consent to receive marketing or promotional text messages from Undefined, and You can opt out of any of Undefined's SMS services at any time by texting "STOP" to the message received, from the mobile device that is subscribed to receive the SMS messages. After You send the text message "STOP" to Us, We may send You one final text message to confirm that You have been unsubscribed. If You have opted in to receive more than one type of text message from Undefined, You will need to opt out of each Undefined SMS service to which You are subscribed. Until You have done so, You may continue to receive the types of text messages from Undefined that You have opted in to receive but have not unsubscribed from.

You also understand that while Undefined takes Your privacy and the security of Your health and other sensitive information very seriously, the transmission of information over the Internet and mobile networks is not 100% secure. Text messages and emails that You send to or receive from Undefined are not encrypted, which means that it is possible they may be intercepted by third parties. If You choose to send or receive information about Your health or any other sensitive information by text message or email, You do so at Your own risk. By initiating an SMS Enrollment, You consent to sending text messages to Undefined, and receiving text messages from Undefined, that are not encrypted. Likewise, by emailing Undefined or giving Undefined Your email, You consent to receiving unencrypted emails messages from Undefined.

If You are experiencing any issues with Undefined's text messaging or email services, or if You have any concerns about sending or receiving any sensitive information through text or email, please contact Us directly at info@undefinedhealth.com. If You have questions specific to Your text or data plan, please contact Your wireless provider.

Miscellaneous Terms

No waiver by Undefined of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Undefined to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Neither these Terms of Use, nor any Services Content, materials, or features of the Services create any partnership, joint venture, employment, or other agency relationship between Us and You. You may not enter into any contract on Our behalf or bind Us in any way.

You agree that any violation, or threatened violation, by You of these Terms of Use constitutes an unlawful and unfair business practice that will cause Us irreparable and unquantifiable harm.

You also agree that monetary damages would be inadequate for such harm and consent to Our obtaining any injunctive or equitable relief that We deem necessary or appropriate. These remedies are in addition to any other remedies We may have at law or in equity.

You may not assign any of Your rights under these Terms of Use, and any such attempt will be null and void. Undefined and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms of Use if some or all of the business of Undefined is transferred to another entity by way of merger, sale of its assets, or otherwise.

If You are a resident of California, You hereby waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” This release includes the criminal acts of others.

The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

This is the entire agreement between You and Undefined relating to the subject matter herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, excluding any other agreements that You may have entered into with Undefined.