

Last Revised: July 16, 2025

Terms of Service

Before we start our journey together, please read these Terms of Service ("Terms") for this application. These Terms describe the terms and conditions under which any and all of the entities listed in **Appendix 1** (the "Provider" or "we") allows access to and use of the Provider's website (together with any successor site(s) thereto and mobile version(s) thereof) and mobile application (together with any successor app(s) thereto) from which you are accessing these Terms (collectively, the "App") and the services provided through the App (the "Services").

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING THE APP, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU MAY NOT USE THE APP OR ANY SERVICES PROVIDED THROUGH THE APP.

THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THERE IS ALSO A 30 DAY OPT-OUT RIGHT AS DETAILED BELOW. THE DISPUTE RESOLUTION SECTION BELOW ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS A CLASS ACTION. DO NOT ACCESS OR USE ANY OF THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

We may change these Terms at any time by posting an updated version at the App. We will indicate that changes to these Terms have been made by updating the "Last Revised" date set forth above. All such changes will be effective upon posting. Your continued use of the App and Services will be deemed acceptance of the updated terms.

We may, either partially or in its entirety and without being obligated to provide prior notice, modify, adapt, or change the features of the App or the Services, including the user interface and design, the extent and availability of the Services, and any other aspect related thereto.

1. Services

If you are a customer with the Provider, the App may allow you to obtain certain pharmacy-related services at your location (within our specified service areas), rather than you having to visit a Provider location. We may introduce new features or eliminate features to the Services by updating this App. Your use of the Services is subject to these Terms and any additional terms or guidelines presented to you during use of the Services.

You are responsible for your compliance with all applicable laws and you may not use or export the materials on this App in violation of U.S. export laws. By downloading content or using the Services, you warrant that you are not in a country where such export is prohibited, that you are not a person or entity to which such export is prohibited.

We may refuse to honor any transaction that is not in accordance with these Terms or applicable account terms, that we suspect is fraudulent or that is subject to a restriction or legal process. We may also refuse to honor any transaction for our or your protection. We are not responsible for the failure of any Services resulting from system maintenance or from circumstances that are beyond our control (such as system failure, fire, or extreme weather).

2. What is not allowed on our application:

The Services and other content provided on the App are subject to change without notice. Your eligibility for products and services is subject to the Provider's review and acceptance. You agree to use the App and Services only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the App. Prohibited behavior includes harassing or causing distress or inconvenience to any other user, transmitting obscene or offensive content or disrupting the normal flow of dialogue within our App.

You must not use the content on the App for any marketing related purpose without our express written consent. In addition, you may not use the App or Services:

- To do any action that can be found fraudulent, harmful, unlawful, indecent, or hateful.
- To deliberately post any materials that contain malware that can damage the Services provided by our App.
- To email, post, or generally send any form of solicitation.
- To access the application in a way that is illegal, harmful, and/or unlawful.
- To interfere with or violate any third party or other user's right to privacy or other rights, including, without limitation, copyrights and any other

intellectual property rights of others, harvest or collect personal information about users of the Services or the App without their express consent, including, without limitation, using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine.

- To interfere with or disrupt the operation of the App or Services, or the servers or networks that host the App or make the Services available, or disobey any requirements, procedures, policies, or regulations of such servers or networks.
- To use the App or the Services for non-personal or commercial purposes.

3. Copyright

The App and all content (texts, software, infographics, images, etc.), trademarks and service marks accessible on or generated by this App ("Content") are owned or licensed by the Provider and are protected by copyright and other laws.

Subject to your compliance with these Terms, the Provider grants you a limited, personal, nontransferable, nonsublicensable, revocable license to access and make non-commercial use of the App, Content and Services. The App may include open source software that is governed by its own licenses that we've made available to you. Neither the App nor the Content may be used for any commercial purpose or be framed, copied, reproduced, performed, displayed, distributed, scraped or transmitted in any way without our prior written consent, which may be withheld in our sole discretion. You may print or electronically save a copy of the Content and these Terms for your personal use and records. You may not remove or alter any proprietary notice or disclosure appearing on any of the Content. Use of the App or the Content other than as expressly provided in these Terms violates the intellectual property rights of the Provider and its licensors. Except for the limited license granted above, the Provider does not convey any interest in or to the App or Content. All rights not expressly granted to you in these Terms are reserved and retained by the Provider and its licensors.

4. User Submissions and User Restrictions

User submission is when you, as a user, post or submit content, such as comments, reviews or suggestions, on or regarding our App or in connection with the Services ("Submissions").

When you post or submit a suggestion, review, or comment or other Submission, you hereby grant the Provider and its licensors and service providers a royalty-free, perpetual, irrevocable, worldwide, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all Submissions, and to incorporate any Submission in other works, in any form, media, or technology now known or later developed. We will not be required to treat any Submission as confidential, and may use any Submission in our businesses (including without limitation, for products or advertising) without attribution and without incurring any liability for royalties or any other consideration of any kind.

The Provider and its licensors and service providers are not liable for reviews and comments posted by users on the App.

5. Disclaimer

THE APP AND ALL CONTENT, LINKS AND ANY OF THE SERVICES INCLUDED IN OR AVAILABLE THROUGH THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APP AND THE SERVICES MAY NOT BE COMPATIBLE WITH OR AVAILABLE ON EVERY MOBILE DEVICE OR INTERNET BROWSER. THE PROVIDER AND ITS LICENSORS AND SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS (INCLUDING TYPOGRAPHICAL ERRORS) OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF THE APP, THE SERVICES OR THE CONTENT. THE APP AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

IN ADDITION, THE PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE APP WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE. YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL THE PROVIDER OR OUR LICENSORS, SERVICE PROVIDERS, AGENTS, OFFICERS, OR EMPLOYEES BE RESPONSIBLE FOR OR LIABLE TO YOU OR ANYONE ELSE FOR: ANY CONTENT CONTAINED ON OR OMITTED FROM THE APP OR SERVICES; ANY RELIANCE ON ANY SUCH CONTENT, WHETHER OR NOT THE CONTENT IS COMPLETE, CURRENT OR CORRECT; OR ANY VIRUSES OR DEFECTS THAT MAY BE FOUND TO EXIST IN THE APP, THE CONTENT, AND ANY ADVICE RECEIVED VIA THE APP, IS NOT INTENDED, AND SHOULD NOT BE RELIED UPON, FOR PERSONAL, LEGAL, MEDICAL OR FINANCIAL DECISIONS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP.

THE APP IS NOT A MEDICAL DEVICE AND IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN,

PHARMACIST, OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION, BEFORE STARTING ANY NEW MEDICATION OR TREATMENT OR THE PROPER USE OF PHARMACEUTICAL PRODUCTS. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF THE SERVICES.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY IMMEDIATELY CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM.

6. Limitations of Liability

NEITHER THE PROVIDER NOR ITS LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS OR DIRECTORS, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE APP, THE SERVICES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS UNDER SUCH STATE LAWS.

7. Indemnification

You will indemnify and hold harmless the Provider and its licensors, service providers, content providers, affiliates and personnel from any loss, damage, liability, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought by a third party against the Provider to the extent that it arises out of your violation of these Terms.

8. No Endorsement

References to, or descriptions or images of, products or services (or related coupons or discounts) on or through the App, the Content or the Services are not endorsements of such products or services and such products or services may be available by third parties. The Provider does not recommend or endorse any specific tests, physicians, products, services, procedures, opinions, or other information that may be mentioned on the App or the Services.

9. External Links

Our App may have external links to third party sites. These third party sites are for your convenience only - they are not maintained by or affiliated with the Provider. We aren't responsible for any content you might find on these pages. Any access or use of third party sites is at your own risk, and the Provider make no representations or warranties about the content, completeness, accuracy or security of third party sites.

10. Restricted Access

We may restrict access to parts (or all) of our App. With respect to usernames and passwords used to access any Services or other restricted areas of the App ("Credentials"), you must ensure that both your username and password are kept confidential. Your Credentials also include information that you input to the Services to authenticate your identity, such as answers to security questions used to authenticate users that have forgotten their username or password. You agree to use the Services to access only those accounts you are authorized to access, and to use your own Credentials when accessing such accounts.

If you believe your Credentials have been lost or stolen, or that your account has been compromised, you should contact us immediately. We are not responsible for damages or losses resulting from any breach of security caused by your failure to maintain the confidentiality of your Credentials or any other security or authentication technique we utilize. We reserve the right to monitor and block access to the Services for any reason, including security concerns. We also reserve the right to investigate suspected violations of these Terms and to cooperate fully with any law enforcement and regulatory authorities, or any court order requesting information regarding anyone violating these Terms.

11. Profile

You must be at least 13 years old and, if you are under 18, you represent that you have obtained your parent or legal guardian's permission, to use the App. You agree to provide us with complete and accurate information about yourself and your account, including (i) your email address, phone number and other contact information, and (ii) your medical profile such as allergies, health conditions, and prescribed medications ("User Profile"). You are responsible for keeping your User Profile up to date. Our Privacy Policy will provide additional use cases for the User Profile. You hereby grant us and our service providers and licensors a royalty-free, nonexclusive, limited license to use, reproduce, store, disclose, and display the information contained in the User Profile for the purpose of (a) exercising our rights or performing our obligations under these Terms, and (b) de-identifying such information and using the resulting dataset on a perpetual basis for product and services development, delivery and improvement, including, but not limited to, marketing campaigns and related services and the right to authorize others to do the same.

12. Electronic Communications

When you visit the App or use the Services, you are communicating with us electronically. You consent to receive communications from us electronically. You

agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You authorize us to communicate with you through the App and via email, phone calls, and text messaging as necessary to provide the Services. We may send text messages to any phone number that you have provided to us. Text messages sent by the Provider may include a link to a secure chat to facilitate secure messaging between you and the Provider. If a link to a secure chat is included in the text message from the Provider, all related electronic messages between you and the Provider must be sent within the secure chat. You agree not to initiate any text messages with the Provider or reply to any text messages from the Provider outside of the secure chat.

By agreeing to these Terms, you (a) expressly consent to receive recurring marketing, informational, operational and/or transactional text messages by or on behalf of the Provider at the cell phone number associated with your User Profile, (b) authorize the Provider to use autodialer and/or non-autodialer technology to send text messages to the cell phone number associated with your User Profile, (c) authorize the Provider to include marketing content in any such messages, and (d) confirm that you are the subscriber to the relevant phone number (or are the customary user of that number on a family or business plan) and that you are authorized to provide the foregoing consent. You may cancel this service at any time. If you no longer want to receive text messages from the Provider, the sole and exclusive remedy is to end enrollment at any time by texting "STOP" to the number from which you receive text messages from the Provider. After you send the "STOP" message you will receive a message confirming cancellation after which you will no longer receive messages from the Provider once your request is processed. If you want to join again, simply sign up as you did initially, and we will resume sending you messages again.

Email and text messages may not be used to update your User Profile or other account information, to change your Credentials, to transmit personal medical, credit or banking information or for any funds transfer or other financial transactions that require authorization. We will not ask you to send personal information such as account or Social Security numbers by email or text message and we will not process any such instructions submitted by email or text message.

The App may enable you to upload photos in order for us to provide the Services (e.g., photos of your insurance card or driver's license). You may not upload photos for any purpose other than to enable the performance of the Services, and you may not upload any photos that would violate the rights of third parties.

13. Privacy Policy

We have created a privacy policy associated with the App or otherwise publicly posted (the "Privacy Policy") to inform you what information may be collected via the App and how we, our service providers and affiliates, and third parties may use the information. The Privacy Policy also governs your access to the App and use of the Services, and you agree to the Provider's, our service providers and affiliates, and other third parties' uses of information provided by or on behalf of you through the use of the Services, as described in the Privacy Policy.

14. Assignment

You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any parent entity, affiliate, subsidiary, or successor-in-interest of any business associated with our Services.

15. Termination and Suspension

You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the App or the Services or delete your account if we determine:

- You breached these Terms.
- We must do so to comply with law.
- Your use of the Services could cause risk or harm to us, our patients, or anyone else.

Upon termination for any reason, all license rights will immediately terminate, and you will immediately cease use of and uninstall the App.

16. Governing Law and Venue

These Terms are governed by the laws of the United States and the state where the Provider is incorporated or organized, without regarding to its conflicts of law provisions. Subject to the Arbitration Agreement set forth in Section 17, the federal or state courts of the state where the Provider is incorporated or organized shall have exclusive jurisdiction and venue over any dispute arising out of these Terms, and you and the Provider consent to personal jurisdiction in those courts.

17. Dispute Resolution

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with the Provider and limits the manner in which you can seek relief from us.

- a. Applicability of Arbitration Agreement. You agree that any dispute between you and us relating in any way to the Services or these Terms, will be resolved by binding arbitration, rather than in court, except that

(1) you and we may assert claims in small claims court if the claims qualify; and (2) you or the Provider may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms or any prior version of these Terms.

- b. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our corporate registered agent in the state of our incorporation or organization. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and you cannot obtain a waiver from JAMS, the Provider will pay them for you.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the U.S. county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- c. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and the Provider. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- d. **Waiver of Jury Trial.** YOU AND THE PROVIDER HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Provider are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE FOR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER OR PERSON. If a decision is issued stating that applicable law precludes enforcement of any of this Section 17(e)'s limitations as to a given claim for relief, then the applicable claim must be severed from the arbitration and brought into the state or federal courts located in the state where the Provider is incorporated or organized in accordance with Section 16. All other claims shall be arbitrated.
- f. **30-Day Right to Opt-Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to our corporate registered agent in the state of our

incorporation or organization within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us, or may enter into in the future with us.

- g. Severability. Except as provided in Section 17(e), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. Survival of Agreement. This Arbitration Agreement will survive the termination or expiration of the Agreement or your relationship with the Provider.
- i. Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if the Provider makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing the Provider addressed to our corporate registered agent in the state of our incorporation or organization.

18. Miscellaneous

Our delay or failure in exercising any right under these Terms and any partial or single exercise thereof will not be deemed to constitute a waiver of such right or any other rights under these Terms.

You and the Provider acknowledge and agree that the Provider's service providers and licensors are third party beneficiaries of these Terms and have the right to enforce these Terms against each.

If any part of these Terms is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. These Terms constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on the App or pertaining to the Services will govern the items to which they pertain.

APPENDIX 1

Entity	Jurisdiction of Incorporation or Organization
A Chem Rx LLC	Florida