



Terms of Use

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Welcome to the Joyous brand website owned and operated by Joyous PBC and its affiliates or subsidiaries (collectively, “Joyous,” “we,” “us,” or “our”).

Please review these Terms and Conditions of Use (“**Terms of Use**”) carefully. These Terms of Use govern your access and use of our Services (as defined below) as well as your access and use of the website located at www.joyous.team (the “**Website**”), and the content available on the Website and in the Services (collectively, the “**Platform**”).

BY ACCESSING OR USING THE PLATFORM OR OUR SERVICES, CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE, (3) RESIDE IN THE UNITED STATES, AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE PERSONALLY OR ON BEHALF OF THE INDIVIDUAL YOU HAVE NAMED AS THE USER, AND TO BIND THAT INDIVIDUAL TO THE TERMS OF USE AND THE [PRIVACY POLICY](#). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE PLATFORM OR SERVICES AND YOU MUST PROMPTLY EXIT THE PLATFORM AND STOP USING THE SERVICES. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES. IN THESE TERMS OF USE, THE TERMS “YOU” AND “YOUR” MEANS YOU, AS THE USER OF THE SERVICES, YOUR REPRESENTATIVES IF ANY, ANY OTHER PERSON ACCESSING YOUR USER ACCOUNT (AS DEFINED BELOW).

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS OF USE ARE SUBJECT TO A WAIVER OF CLASS ACTION RIGHTS AND THE RIGHT TO A JURY TRIAL AS DETAILED IN THE DISPUTE RESOLUTION SECTION BELOW. IT REQUIRES YOU AND JOYOUS, YOUR PROVIDER, AND CERTAIN OTHER JOYOUS PARTNERS TO RESOLVE DISPUTES WITH EACH OTHER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. PLEASE READ CAREFULLY.

DO NOT USE THESE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

These Terms of Use contain the following sections:

1. Description of Services.
2. Eligibility and Platform Requirements.
3. User Account.
4. Payments and Recurring Billing.
5. Cancellations and Refunds.
6. Prescription Terms and Pharmacy Services.
7. Intellectual Property.
8. Communications.
9. Rules and Prohibitions.
10. Availability of Services and Export Compliance.



11. Disclaimers of Warranties; Limitation of Liability; Release; Indemnification.
12. Modification, Suspension, or Termination of Platform, Services, or User Accounts.
13. Dispute Resolution.
14. Third-Party Services.
15. General Terms.

1. Description of Services.

Joyous provides access to personalized treatments to promote healing of depression and anxiety. The services offered through the Platform (collectively, “**Services**”) may include:

- Online and technology access to digital healthcare intake service
- Online and technology access to telehealth services, including healthcare consultations, personal treatment plans and medication prescription (“**Telehealth Services**”), with licensed advanced registered nurse practitioners and other qualified health care providers that work with Joyous (“**Providers**”)
- Ongoing monitoring of individual progress and tracking through patient portal

Services available on the Platform may be provided or offered by Joyous, third-party pharmacies, including SmartScripts (“**Pharmacies**”), or other third-party partners. The Platform provides you with access to one or more of the Professional Groups that employ or contract with Providers and provide Telehealth Services through the Platform (the “**Professional Groups**”).

PLEASE NOTE THAT NOT ALL SERVICES, INCLUDING MEDICATION PRESCRIPTION OR OTHER TELEHEALTH SERVICES, MAY BE AVAILABLE IN YOUR STATE OR LOCATION. PLEASE CONTACT US AT CARE@JOYOUS.TEAM IF YOU HAVE ANY QUESTIONS ABOUT WHETHER CERTAIN SERVICES ARE AVAILABLE IN YOUR JURISDICITON.

The Services may change from time to time, and Joyous may choose to add new Services or suspend or discontinue some or all of the Services, in its sole discretion.

Your Relationship with Us.

Joyous does not provide professional clinical services via the Platform, and no provision of Services by Joyous is, or should be construed as, the practice of a clinical profession by Joyous. Joyous operates the technology platform through which you can connect with Providers who render Telehealth Services, including the Professional Groups, and through which you receive other available Services. The Providers matched through the Platform are engaged by the Professional Groups. Joyous solely provides administrative, payment, technological, operational and other supportive non-clinical services for the Professional Groups and Providers. Joyous does not own or have any ownership interest in the Professional Groups and neither the Professional Groups nor any Provider own or have any ownership interest in Joyous. The Professional Groups and the Providers, and not Joyous, are responsible for the quality and appropriateness of the course of treatment for your particular health care situation or needs, as rendered to you on the Platform. You acknowledge and agree that this Platform is not a replacement for your existing relationship with your physician or other healthcare providers, and that any professional advice received from a Provider on our Platform comes from the Provider alone and not from Joyous.



You will be matched with available Providers based on the information you submit to the Platform and you will have the option to choose and/or switch Providers. The Telehealth Services you receive may vary depending on both your location and the Provider with whom you interact. Joyous does not participate in the interaction between you and Providers and does not have control over the quality, reliability, legality, integrity, authenticity, accuracy, appropriateness, provision, or failure to provide, or responsiveness of the information provided by or to Providers. If you have a complaint regarding the care you receive from a Provider, you may report such complaint to: (1) the Provider directly; (2) Joyous; or (3) the professional licensing board in the state where the care was received. To the extent permitted by applicable law, Joyous shall not in any way be liable for any Telehealth Services or the treatment or other services or advice provided to you by a Provider. Your reliance on any Provider or information delivered by the Providers via the Platform is solely at your own risk and you assume full responsibility for all risks associated herewith.

By accepting these Terms of Use, you acknowledge and agree that Joyous is not a health care provider and that by using the Services, you are not entering into a doctor-patient, nurse-patient, or other health care provider-patient **relationship** with Joyous. By using the Services, you may, however, be entering into a health care provider-patient relationship with the Professional Groups and/or one or more Providers. Further, we do not control or interfere with any professional service provided by the Pharmacies, each of which is solely responsible for their provision of professional services rendered via the Service.

Telehealth Services.

Telehealth involves the delivery of health care services using electronic communications, information technology or other means between a health care provider and a patient who are not in the same physical location. While the provision of health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. The Telehealth Services are not intended to take the place of your relationship with your regular in-person health care practitioners or physician. To receive Telehealth Services, you must agree to the applicable Professional Group's telehealth informed consent, which provides a description of the risks and benefits of telehealth, and constitutes your voluntary authorization to the rendering of Telehealth Services by the Professional Groups and Providers on the Platform. The Telehealth Informed Consent and the Professional Groups informed consent forms are hereby incorporated into these Terms of Use by reference and constitutes a part of these Terms of Use. You agree that Joyous is a third-party beneficiary of the Telehealth Informed Consent and has the right to enforce it against you.

The Professional Groups and Providers have also adopted Notice of Privacy Practices describing their collection and use of your health information. By accessing or using any part of the Services, you are acknowledging receipt of the Notice of Privacy Practices from your Professional Group and Provider(s).

Where appropriate, the Professional Groups and/or your Provider(s) may also request your cooperation in obtaining records from your other health care providers to assist in providing the best care for you (this may include signing a release and/or authorization to speak to all other health care providers that you see). They may further request your cooperation in involving your personal representative and other trusted parties as nominated by you in your care, including the sharing of information relating to your health, to the extent permitted by applicable law.

The Services are not for emergencies. IF YOU BELIEVE YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY. Joyous' Platform and Services, including the Telehealth Services, are not for medical or other clinical emergencies or urgent situations. You should not disregard or delay seeking medical or other clinical advice based on anything that appears or does not appear on the Platform. You should seek



emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your physician and other health care professionals as recommended.

Always seek the advice of a physician or other qualified health care provider concerning questions you have regarding a medical or other health condition and before stopping, starting, or modifying any treatment or medication.

Please be aware the Services, including the Telehealth Services and the delivery of any medication prescribed through the Services, will stop being provided at the termination of your Subscription (as defined below) or Services. In recognition of the Telehealth Services being supplemental to any other clinical care or treatments you receive, you acknowledge and agree that your physician and other treating providers are in a position to provide ongoing care to you upon such termination and that you will contact your provider(s) to receive care, as needed, following such termination.

The Services are not an insurance product.

The Services are not health insurance or a substitute for health insurance, and the amounts you pay for Services on the Platform are not insurance premiums. The Services do not meet any individual health insurance mandate under federal or state law. If you desire any type of health or other insurance coverage, you will need to acquire such insurance separately.

Other Platform Content.

Outside of health care advice you receive directly from a Provider, the content of the Platform provided as part of the Services, including without limitation, text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is for informational purposes only and does not constitute medical or other professional clinical advice, diagnosis, treatment, or recommendations of any kind by Joyous. All information provided by Joyous, or in connection with any communications supported by Joyous (including resources, case studies, articles and blog posts published on the Website and other general health care-related information and self-guided resources), is intended to be for general information purposes only, and is in no way intended to create a health care provider-patient relationship.

2. Eligibility and Platform Requirements.

No Users Under 18 Years Old.

Only users eighteen (18) years of age or older and who have accepted these Terms of Use may access the Platform or Services. By visiting, accessing, registering with or using the Platform, or by purchasing or using any Services through the Platform, you represent and warrant to Joyous that you are a natural person and of 18 years of age or older. If you are under the age of 18, please do not attempt to access the Platform, register for our Services, or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, subject to applicable laws, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please contact us at care@joyous.team.

Operating System.

You are responsible for obtaining and maintaining your software, operating system, device, carrier and network access necessary to properly access and use the Services. Joyous does not guarantee that the Platform or any portions thereof will function on or in connection with any particular software, operating system, device, carrier, or network.



3. User Account.

Registration.

To access the Services on the Platform, you must create a personal user account with Joyous on the Website (“**User Account**”) after (1) completing a digital healthcare intake and (2) qualifying for treatment services. To create a User Account, you must accept and agree these Terms of Use. You may be required to satisfy certain conditions precedent imposed by Joyous (including, for example, providing additional information to Joyous, and entering into additional agreements with Joyous and/or its third-party affiliates). You may only have one (1) User Account. A User Account is not transferable between individuals.

User Account Activity and Responsibility.

You agree that all information you submit to create your User Account, including but not limited to your name, date of birth, address, phone number, and email address, shall be truthful, accurate, and complete, and you shall maintain accuracy and completeness of the information associated with your User Account. You will be required to select a password to access your User Account. Your User Account is personal to you, and you are solely responsible for maintaining the confidentiality of the credentials to access your User Account, and you are responsible for all activity that occurs under your User Account. You may not allow another individual or third party to access, use, or modify your User Account. You are responsible for maintaining the security of your User Account, including keeping your login credentials secret to only yourself. Please contact care@joyous.team immediately if you suspect that another individual or third party has gained access to your User Account.

Refusal of Services on Fraud.

Joyous may, but does not assume the obligation, to request further information from you to provide the Services. If you do not timely provide this information in the manner requested, we reserve the right to suspend, discontinue, or deny your access to and use of the Platform and the Services until you provide the information to us as requested. Without limitation, Joyous may refuse to provide its Services to you, cancel your Subscription or deactivate your User Account for any reason in Joyous’ sole discretion, including where we suspect fraud or illegal activity. This includes, but is not limited to, stolen payment information or falsified clinical or other health-related information resulting in a prescription and subsequent supply of the Medication (as defined below) by Pharmacy.

Account Deactivation.

You may deactivate your User Account by contacting care@joyous.team. Without limiting the survival of certain provisions in these Terms of Use, the Terms of Use shall continue to apply to our relationship with you unless you deactivate your User Account in accordance with these Terms of Use. For clarity, canceling a Subscription will not operate to deactivate your User Account or the Terms of Use governing your User Account.

4. Payments and Recurring Billing.

Your Payment Information.

Joyous will charge any fees associated with your User Account to your credit card or debit card on file with Joyous, as identified in your User Account, in accordance with these Terms of Use. Receipts for payments can be accessed through your User Account. You represent and warrant that (i) the credit card or debit card information you provide to Joyous is true, correct and complete, and (ii) that you are the person in whose name the credit card or debit card was issued and/or you are authorized to make a purchase with the relevant credit card or debit card. You will promptly notify Joyous if your payment



information has changed, if your payment method has been canceled, or if you become aware of a breach of security. You acknowledge that we may process an authorization hold using your payment information in order to verify the information provided. If your payment card details change or are due to expire, we may request updated payment details from you, including your card number, expiration date, and O/V (or equivalent). By providing us updated payment information, you authorize us to continue to charge your card using the updated information so that you can continue to receive your Subscription or other Services.

Subscriptions and Recurring Payments.

Certain of the Services are provided on a subscription basis. If you purchase a subscription to the Services, Medication, or other products or services ("Subscription"), Joyous will charge you a Subscription fee at the rate presented to you at the time of purchase ("Subscription Fee"). The Subscription to the Platform gives you access to the Services (including access to Providers, customer care, educational content, and ongoing clinical guidance, through the Platform) ("**Platform Subscription**"), and you may subscribe to additional Subscriptions that include certain Medication or other physical products. Please note that appointments with such Providers and any ongoing clinical guidance included as part of a Platform Subscription may be subject to additional fees as described below in the "Other Fees" section. The Subscription will run for the period that you select at the time of purchase ("Initial Subscription Period"). Please note that even if your Initial Subscription Period is greater than one (1) month (e.g., quarterly or annual), you will be charged for the Subscription on a monthly basis and will be responsible for payment of the Subscription Fee for the entire Initial Subscription Period (and any Renewed Subscription Period), even if you cancel during the applicable Subscription Period.

In order to renew your access to additional Medication prescriptions as part of the Subscription Services, you are required to adhere to the daily recommendations in your personal treatment plan digital protocol ("Digital Protocol"). Your Digital Protocol is determined by your Provider in your Provider's clinical judgment and is not based on a fixed monthly schedule. Treatment, frequency, dosage, and product use may vary depending on medical assessments and your compliance with your Digital Protocol and other requirements of your Providers, including daily check-ins and follow-up appointments. The Digital Protocol will guide you with daily recommendations via text messaging to personalize your treatment. Even if you do not comply with your Digital Protocol, you remain fully responsible for payment of the Subscription Fee, until you cancel the applicable Subscription.

A Subscription for Medication may be renewed for additional periods equal to the Initial Subscription Period, and a Platform Subscription is automatically renewed for additional periods equal to the Initial Subscription Period (each, a "Renewed Subscription Period"). Please note that even if you do not receive Medication during the Initial Subscription Period, or any Renewed Subscription Period, you are still responsible for paying the Subscription Fee for the Platform Subscription for each such Subscription Period, which is intended to cover all other Subscription Services made available to you during the Subscription Period. Following each Renewed Subscription Period, you may require to complete a telehealth appointment with your Provider to renew your access to medication services.

Following such appointment, as determined by your Provider, your Prescription may be renewed for an additional Renewed Subscription Period. Each Initial Subscription Period and any Renewed Subscription Periods is individually referred to as a "Subscription Period". At all times during your Subscription Period, you are required to follow the Digital Protocol, if any, provided by your Provider. YOUR SUBSCRIPTION AND/OR ACCESS TO THE PLATFORM MAY BE SUSPENDED AND/OR REVOKED IF YOUR PROVIDER SUSPECTS THAT YOU ARE NOT FOLLOWING YOUR DIGITAL PROTOCOL OR OTHERWISE MISUSING ANY MEDICATIONS PRESCRIBED TO YOU.

The billing period for your Subscription Fee commences on or around the 21st day the month in which your Subscription Period begins, and again on or around the 21st day of each subsequent month during the Subscription Period (each, a "**Billing Period**"). By signing up for a Subscription, you agree to pay your Subscription Fee in full each Billing Period and authorize your payment method on file to be billed



automatically each Billing Period by a third-party payment processor (as defined below) for the entire length of your Subscription. If any Subscription Fee is not paid in a timely manner, or your transaction cannot be processed, we reserve the right to suspend, disable, cancel or terminate your Subscription. You will be responsible for paying all past due amounts. You acknowledge that billing may not occur on the exact same date of each month.

I acknowledge that it is my responsibility to follow the medical guidance and daily engagement requirements of the program or established by the Providers.

I further understand that:

- My failure to complete daily check-ins or follow dosage adjustments does not relieve me of my payment obligations.
- If there are shipping delays due to courier or carrier issues outside of Joyous control, I am still responsible for paying my monthly subscription fee.

Medication.

In addition to the other Services made available through the Subscription, the Subscription Fee covers the provision and cost of very low dose ketamine medication ("**Medication**") as may be prescribed by your Provider under your treatment plan. Depending on the dosage established by your Provider, under your treatment plan, you may receive a shipment containing up to a 30-day supply of Medication from our Pharmacies for the applicable Subscription Period. Unless otherwise directed by your Provider, you acknowledge and agree that renewal of your Prescription requires ongoing engagement with your Digital Protocol and continued clinical approval by your Provider. Medication will be filled on an as-needed basis during each Subscription Period only if your Provider prescribes Medication.

Auto-Renewal and Cancellation

Your Subscription will automatically renew at the end of each Subscription Period unless canceled in accordance with these Terms of Use. You may cancel at any time by selecting "Cancel" and "Submit" in the off-boarding form available through your Automated Actions link (<https://www.joyous.team/automated-actions>), or by requesting the form via email at care@joyous.team or via text at ([844-774-0909](tel:844-774-0909)).

If I choose to purchase a discounted multi-month subscription, I understand and agree that I am financially responsible for the entire package cost for the full subscription term I purchase, even if such amount is not pre-paid in full and even if I cancel prior to the end of such subscription period. Early termination or cancellation does not relieve me of my payment obligations unless otherwise agreed to in writing by Joyous. I acknowledge and agree that I will be automatically charged for the applicable subscription fees for the entire subscription term.

To avoid being charged for the next Subscription Period, you must submit your cancellation request at least fourteen (14) days prior to the expiration of your then-current Subscription Period. Once submitted, you will receive written confirmation of cancellation. If you cancel during an active Subscription Period, your Subscription will remain active until the end of that Period but will not renew.

If a medication refill has been dispensed within fourteen (14) days prior to your next Billing Period, payment for that Billing Period will still be collected, but the Subscription will not renew thereafter. No refunds are provided for partially used Subscription Periods once Medication has been shipped.

Provider approval is required for each Subscription Period. Payment of the Subscription Fee does not guarantee that Medication will be prescribed or dispensed.

**Other Fees.**

You agree to pay all other fees and charges associated with your User Account, including, for example, appointment no-show fees, cancellation fees or late rescheduling fees, cost of prescribed Medication and refills that are not included within your Subscription for such Medication, (collectively, “**Other Fees**”), on a timely basis and according to the terms and the rates presented to you. By using the Services and incurring such Other Fees, you authorize us to bill and charge your payment method on file for such Other Fees in full.

If you default on your User Account, you will be subject to finance and/or legal fees in addition to the total account balance.

Self-Payment for Services.

Joyous does not participate in any insurance plans, including Medicare or Medicaid, and we do not accept any health insurance. Our Services are 100% self-pay by our users, and you agree to be responsible for full payment of the stated price of the Services.

Your insurance policy is a contract between you and your insurance company. It is your responsibility to know your benefits, and how they will apply to your benefit payments, and we take no responsibility to understand or be bound by the terms and conditions of such insurance. By agreeing to use the Platform, you are electing to purchase services that may or may not be covered by your insurance if you obtained those services from a different provider. There is no guarantee your insurance company will make any payment on the cost of the services you have purchased.

Changes to Subscription Fees, Other Fees or Subscription Features.

All fees published on the Platform are set by Joyous in its sole discretion. We may update the Subscription terms, Subscription Fees, or Other Fees on a going-forward basis. If we increase your Subscription Fee or make a material change to the Subscription terms, we will provide you with at least thirty (30) days’ advance notice by email and/or the same method used to communicate your billing statements before the changes take effect.

If you do not wish to continue your Subscription at the revised rates or under the revised terms, you must submit a cancellation request prior to the end of your then-current Subscription Period in accordance with Section 5 (Cancellations and Refunds). Your Subscription will then end at the conclusion of the current Subscription Period. If you do not cancel, the revised rate and/or terms will automatically apply beginning with the next Subscription Period.

Financial Assistance Programs

From time to time, Joyous may offer temporary financial assistance or discounted Subscription Fees for a defined period (“Financial Assistance Period”). The standard Subscription Fee and the expiration date of any Financial Assistance Period will be disclosed to you in writing at the time the Financial Assistance is granted. At the conclusion of the Financial Assistance Period, your Subscription Fee will automatically revert to the standard Subscription Fee in effect at that time. Because the underlying Subscription Fee is not being increased or changed, but rather a temporary discount or subsidy is ending, Joyous is not required to provide advance notice of the expiration of such Financial Assistance Period unless otherwise required by applicable law.

Third-Party Payment Processor.

Joyous uses Stripe, Inc. and its affiliates (“**Stripe**”) as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). All credit card, debit card and other monetary transactions on or through the Platform occur through Stripe’s online payment processing



application. Joyous itself does not collect or store payment card information. If Stripe is unable to secure funds from your payment method for fees that are due for any reason, including, but not limited to, insufficient funds or insufficient or inaccurate information provided when submitting electronic payment, Joyous may undertake further collection action, including application of fees to the extent permitted by law, and reserves the right to suspend or terminate your User Account or Services. By buying Services and/or Medication on the Platform, you agree to be bound by Stripe's Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/us/terms>) and hereby consent and authorize Joyous and Stripe to share any information and payment instructions you provide to the minimum extent required to complete your transactions.

Waiver of Claims and Unauthorized Payments.

You agree to waive all claims against Joyous and its third-party affiliates, related to any unauthorized payments made on or through the use of your User Account outside of Joyous' control, regardless of whether such payments are authorized or unauthorized. However, you may submit a claim of the unauthorized payment to Joyous so that Joyous can conduct a reasonable investigation as it sees fit under the circumstances. If appropriate, Joyous will assist in correcting the alleged unauthorized payment, provided that such claim is received by Joyous within thirty (30) days of the disputed charge or payment.

5. Cancellations and Refunds.

Canceling Subscription.

When you cancel a Subscription, you are canceling only future charges associated with your Subscription. Joyous Subscriptions are no-commitment and may be canceled at any time; however, to avoid being charged for the next Subscription Period, you must submit your cancellation request before a new medication refill has been dispensed and no later than fourteen (14) days prior to the end of your then-current Subscription Period.

Cancellations will become effective at the conclusion of the then-current Subscription Period. You may cancel at any time by selecting "Cancel" and "Submit" in the off-boarding form available through your Automated Actions link (<https://www.joyous.team/automated-actions>), or by requesting the form via email at care@joyous.team or text at (844) 774-0909.

If you do not cancel within the required timeframe, Joyous reserves the right to charge you for the next Subscription Period and process your cancellation at the end of that subsequent Subscription Period.

Except as otherwise stated herein or required by applicable law, no refunds will be provided for a partial Subscription Period, but you will continue to have access to the Subscription until the next billing cycle. Notwithstanding any other terms, Joyous reserves the right to cancel your Subscription in its entirety at any time and for any reason, with or without prior notice. In the event that Joyous exercises its rights to cancel a Subscription, it will refund the current Subscription Period's Subscription Fee as required by law. Once you cancel your Subscription, your access to and use of the Services will continue to the end of your then current Subscription Period and thereafter end, but you will continue to have access to certain information maintained within User Account, such as personal health information. Please note that all Services will end once cancellation takes effect. You should talk to your Provider before discontinuing the Medication, Digital Protocol, or treatment. Abruptly stopping certain medications can impact your health.

Services that are paid per Service (e.g., single visits with a Provider not part of a Subscription) may be rescheduled but are not cancellable after purchase.

**Refunds.**

All purchases are final and once paid, all fees, including Subscription Fees, are non-refundable regardless of whether Services are utilized, (including if no Medication or Services were delivered during the Subscription Period), except as prohibited by applicable law. However, you may cancel your Subscription at any time in accordance with Section 5 (Cancellations and Refunds) to stop incurring future Subscription Fees. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit in one instance, we are under no obligation to issue the same refund or credit in the future.

6. Prescription Terms and Pharmacy Services.

The Medication available through the Platform requires a valid prescription by a Provider licensed to prescribe the Medication. You will not be able to obtain a prescription to the Medication unless you are receiving treatment from a Provider who is authorized to prescribe the Medication in your jurisdiction, you have completed a consultation with one of the licensed Providers through the Platform, the Provider has determined the prescription is appropriate for you, and the Provider has written a prescription.

Joyous does not endorse any specific provider, medication, pharmacy, pharmacologic product, or therapy. There is no guarantee a prescription will be written by using the Telehealth Services. If a Provider prescribes the Medication, the Provider will limit supply based upon applicable regulations and will only prescribe the Medication as determined in the Provider's own discretion and professional judgment. Providers may also deny care for actual or suspected misuse of the Telehealth Services for prescriptions.



You agree that any prescriptions that you acquire from a Provider will be solely for your personal, non-commercial use. All Medications are provided subject to all warnings, limitations, and restrictions published or provided by the Medication's manufacturer. You agree to fully and carefully read all provided product information and labels and to contact your Provider, or another physician or pharmacist, if you have any questions regarding the prescription. You acknowledge and understand that your use or misuse of Medications obtained through our Platform or Telehealth Services may result in undesirable or unexpected consequences. Joyous does not accept any liability for the consequences arising from the application, use, or misuse of any Medications made available through the Platform or Telehealth Services, including any injury or damage to any person or property as a matter of negligence, or otherwise, including your failure to comply with any warning labels attached to the prescription products. As stated above, Joyous is not a health care provider. The Professional Groups and the Providers, and not Joyous, are responsible for the quality and appropriateness of the clinical treatment and care they render to you on the Platform, and any professional advice received from a Provider on our Platform comes from the Provider alone and not from Joyous.

7. Intellectual Property.

Intellectual Property.

With the exception of your User Materials (as defined below), Joyous, the Professional Groups, and/or Joyous' licensors, as applicable, retain all right, title, and interest in and to the Platform, the Services and any information, content, files, document, text, photographs, images, audio, videos, reviews, products, documentation, software, or other materials available on or through the Platform and Services, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing. For clarity, use, reproduction, copying, or redistribution of Joyous trademarks, service marks, and logos or those of Joyous' third-party licensors are strictly prohibited without the prior written permission of Joyous or the licensor, as applicable. The Platform may contain other proprietary notices and copyright information, the terms of which you agree to follow.

So long as you comply with these Terms of Use (including timely paying any Subscription Fees and Other Fees associated with your User Account), Joyous grants you a limited, non-exclusive, personal, revocable, non-transferable and non-sub-licensable right and license to access the Platform and use any paid-for Services for the duration of your Subscription or while your User Account is active, as applicable. All rights not expressly granted to you in these Terms of Use are reserved and retained by Joyous or its licensors, suppliers, publishers, rights holders, or other content providers. Other than User Materials (which you own), neither the Platform and Services, nor any part of the Platform and Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Joyous. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Joyous without express written consent of Joyous. You may not use any meta tags or any other "hidden text" utilizing Joyous' name or trademarks without the express written consent of Joyous. The content of the Platform, including without limitation, the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Platform may not be copied, distributed, modified, reproduced, published, or used, in whole or in part, except for purposes authorized or approved in writing by Joyous.

User Materials.

All names, information, communications and any other content that you submit to or publish on or through the Platform, including any clinical or other health-related information you provide via Platform, if any and as applicable, is referred to in these Terms of Use as the "User Materials." You own and are responsible for all User Materials and grant Joyous and its related third parties involved in providing you the Services



a worldwide, transferable, sub-licensable, irrevocable, perpetual license to use the User Materials, to the extent permitted by law, in order to provide the Services or as otherwise permitted in our [Privacy Policy](#). You agree not to provide any User Materials that (a) are false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violate or infringe the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (c) contain or transmit a virus or any other harmful component. Joyous may, but does not assume the obligation to, monitor and/or delete any User Materials that it deems in its sole discretion to be in violation of the foregoing sentence. You represent and warrant that you have the legal right and authorization to provide all User Materials to Joyous, and if relevant, its related third parties, so Joyous or those entities can provide you with the Services.

Feedback.

Any feedback, comments, questions, or suggestions (collectively, “**Feedback**”) you may provide regarding the Platform or Services is entirely voluntary and we will be free to use such feedback, comments or suggestions without any obligation to you. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback; (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development; (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback; and (iv) irrevocably waive, and cause to be waived, against Joyous and its users any claims and assertions of any moral rights contained in such Feedback. These provisions regarding Feedback shall survive any termination of your User Account, these Terms of Use, or the Platform or Services.

8. Communications.

Consent to Electronic Communications.

By opting in to use Joyous’ Platform and Services, you affirmatively consent to conduct business electronically with Joyous and you agree that (a) all agreements and consents can be signed electronically, and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

Consent to Receive Calls and Text Messages.

By providing your mobile number, sending Joyous an initial text, or otherwise opting-in to receive telephonic communications from Joyous, you are agreeing to be contacted by or on behalf of Joyous at the mobile number you have provided, including calls and text messages, regarding your Digital Protocol, your User Account and use of the Platform and Services. These text messages or calls may be automated and may include information about your treatment plan, appointment reminders, order confirmations, shipping notifications, messages from your Provider, and other transactional messages. You may update your notification preferences from Joyous at any time by going through your User Account. By consenting to receive Joyous text messages, you represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for texts.

Joyous does not charge you for our text message program. But if you enroll in text messages from Joyous, you understand and agree that: (1) you will be responsible for any message and data rates that may apply for any messages sent to you from Joyous and to Joyous from you, (2) message frequency may vary, and (3) neither Joyous, nor your or Joyous’ mobile carriers, are liable for delayed or undelivered messages. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.



We may send you one or more welcome messages or administrative messages, such as (in some cases), a request to confirm your opt-in. After that, you will receive recurring text messages, and the specific amount may vary depending on how you use our Services (e.g. if you communicate with us through SMS, or if you send a HELP request).

Our text messages are supported on all U.S. carriers. Please note, however, that the supporting mobile carriers may change without notice, and the particular text message program you join may be limited to specific carriers.

Please note that if you withdraw your consent to receive text messages, some Platform features and certain Services, including your Digital Protocol, may no longer be available to you and you may not receive important and helpful information and reminders about your Services.

If you are experiencing issues with Joyous' text messaging program, you can text the word "HELP" to a text message from Joyous for more assistance, or you can get help directly by texting or calling us at 844- 774-0909 or by emailing us at care@joyous.team.

Sensitive Communications.

You understand that while Joyous 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 Joyous outside of the Platform (including off-Platform communications with Providers) are not encrypted, which means that it is possible they may be intercepted by third parties. Do not send any health or other sensitive information to Joyous, the Professional Groups or your Provider by text message or email. If you choose to send or receive information about your health or any other sensitive information by text message or email outside of Joyous' Platform, you do so at your own risk. By opting into text messages, you consent to sending text messages to Joyous, and receiving text messages from or on behalf of Joyous, that are not encrypted. Likewise, by emailing Joyous or giving Joyous your email, you consent to receiving unencrypted emails messages from or on behalf of Joyous.

9. Rules and Prohibitions.

You understand that you may lose your right to use the Services and receive treatment if you do not abide by these Terms of Use.

In addition to other prohibitions in these Terms of Use, the following conduct is prohibited on the Platform and Services:

- impersonating or misrepresenting your identity or your affiliation with a person or entity;
- creating more than one User Account, or forging or manipulating headers or identifiers to disguise the origin of any content transmitted through the Platform;
- allowing any unauthorized person to access your User Account or to receive Services;
- harassing, threatening, abusing, defaming, demeaning, discriminating against, intimidating or exhibiting other harmful or disrespectful behavior toward Providers or staff of Joyous and relevant third parties providing Services to you, or disrupting the care of other patients, as we determine in our sole discretion;
- obtaining prescriptions from multiple prescribers without each prescriber's (including your Provider(s)) knowledge of the other prescriptions (also known as "doctor shopping");



- accessing the Platform or using the Services, the Medication or other products available through the Platform and Services, in any unlawful way or for any unlawful purpose (including in violation of United States export laws concerning the transmission of technical data and regulated materials via the Internet);
- using any software, program, process, device, application or routine (e.g. robots, scripts, scrapers, spiders, viruses, spyware, and malware) to monitor, copy, disrupt, damage, injure, decrypt, interfere, tamper, hack, spoof, modify or otherwise corrupt the administration, security or proper functioning of the Platform or any servers which may host the Platform;
- accessing data not intended for you or logging onto a server or a User Account which you are not authorized to access;
- posting or transmitting any data, materials, content, or information (including, without limitation, advice, and recommendations) which contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Platform or the Services, personal information, software, equipment, servers, or facilitate or promote hacking or similar conduct;
- attempting to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Platform;
- running any antivirus or antispyware software that is set to override the internet browser's cookies setting;
- in any way infringing, misappropriating or otherwise violating any copyrights, trade secrets, or other rights of Joyous or any third party;
- incorrectly identifying the sender of any message transmitted to Joyous or altering the attribution or origin of electronic mail, messages, or posting;
- violating the privacy rights of any person, including harvesting or collecting personal information or personal health information about any other individual who uses the Platform or the Services;
- transmitting, or procuring 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;
- otherwise using the Services in any manner that exceeds the scope of use granted herein; and/or
- attempting to indirectly undertake any of the foregoing or encouraging or enabling any other individuals to do or attempt any of the foregoing.

Your User Account may be terminated for any of the above infractions. You agree to defend, indemnify, and hold harmless Joyous and its parents, subsidiaries, affiliates, officers, employees, directors, members, managers, owners, agents, representatives, partners, successors, assigns, transferees, contractors suppliers, and licensors (each, a **"Related Party"** and collectively, the **"Related Parties"**) from and against all third-party claims, damages, and expenses (including, but not limited to, reasonable attorneys' fees) against or incurred by us arising out of any User Materials you upload to or transmit through the Platform or any breach of the Terms of Use, including this Section 9. Violations of applicable laws and system or network security may result in civil or criminal liability. Joyous may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

10. Availability of Services and Export Compliance.

Joyous operates subject to state and federal regulations, and not all Services offered through the



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

You further acknowledge that the Services and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that Joyous makes available (collectively "**Excluded Data**") are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories currently including, but not limited to, Cuba, the Crimea region of the Ukraine, Sudan, Iran, North Korea and Syria ("**Trade Restrictions**"). You represent and warrant that you are not: (i) located in an embargoed country or territory, (ii) under the control of an entity organized in or a resident of an embargoed country or territory, (iii) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC's List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.trade.gov/consolidated-screening-list>; or (iv) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and U.S. Government EU Dual-Use Regulation EC 428/2009. You are solely responsible for complying with Trade Restrictions for all Excluded Data and any of its content transmitted through the Services.

11. Disclaimers of Warranties; Limitation of Liability; Release; Indemnification.

Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT ANY ACCESS AND USE OF THE PLATFORM AND SERVICES IS VOLUNTARY AND AT YOUR SOLE RISK. THE PLATFORM AND SERVICES ARE PRESENTED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, JOYOUS AND EACH OF THE THIRD PARTIES OFFERING SERVICES VIA THE PLATFORM, INCLUDING THE PROFESSIONAL GROUPS, THE PROVIDERS AND THE PHARMACIES, DISCLAIM ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PLATFORM, THE SERVICES, AND ANY CONTENT, INFORMATION, PRODUCT, SERVICE OR OTHER MATERIALS PROVIDED ON OR THROUGH THE PLATFORM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE QUALITY, ACCURACY, COMPLETENESS OR TIMELINESS OF INFORMATION, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. JOYOUS DOES NOT WARRANT THAT THE PLATFORM WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK-UP AND SECURITY.

JOYOUS DOES NOT GUARANTEE THAT THROUGH USE OF OUR SERVICES, ANY SPECIFIC TREATMENT WILL BE PROVIDED TO YOU. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE USE OR MISUSE OF THE PRODUCTS OBTAINED THROUGH OUR PLATFORM OR SERVICES, INCLUDING MEDICATIONS, MAY RESULT IN UNDESIRABLE OR UNEXPECTED CONSEQUENCES. TO THE FULLEST EXTENT OF APPLICABLE LAW, JOYOUS, THE PROFESSIONAL GROUPS, THE PROVIDERS, AND ANY OF ITS AND THEIR RESPECTIVE AFFILIATES DO NOT ACCEPT ANY



LIABILITY FOR THE CONSEQUENCES ARISING FROM THE APPLICATION, USE, OR MISUSE OF ANY PRODUCTS (INCLUDING MEDICATION) OR SERVICES CONTAINED ON OR MADE AVAILABLE THROUGH THE PLATFORM, INCLUDING ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY AS A MATTER OF NEGLIGENCE, OR OTHERWISE, INCLUDING YOUR FAILURE TO COMPLY WITH ANY WARNING LABELS ATTACHED TO THE MEDICATION.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH PROFESSIONAL GROUPS, PROVIDERS AND PHARMACIES. JOYOUS SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THE PROFESSIONAL GROUPS, PHARMACIES, OR THE PROVIDERS.

Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, JOYOUS AND ANY OF THE THIRD PARTIES OFFERING SERVICES VIA THE PLATFORM, INCLUDING THE PROFESSIONAL GROUPS, THE PROVIDERS, THE PHARMACIES, AND ANY OF JOYOUS' AND SUCH THIRD PARTIES' RELATED PARTIES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, SUBSTITUTE SERVICES, OR BUSINESS INTERRUPTION, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH) CAUSED BY OR ARISING FROM OR IN CONNECTION IN ANY WAY TO THE PLATFORM, PRODUCTS, SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE PLATFORM, INCLUDING ANY SERVICES PERFORMED OR PRODUCTS OFFERED BY THE THIRD PARTIES (AS DEFINED HEREIN), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM OR SERVICES IS TO STOP USING THE PLATFORM OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF JOYOUS, THE THIRD PARTIES OR JOYOUS' AND THE THIRD PARTIES' RELATED PARTIES TO YOU WITH RESPECT TO YOUR USE OR ACCESS OF (OR INABILITY TO USE OR ACCESS) THE PLATFORM OR SERVICES IS \$100 (ONE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH LIMITATIONS OR RELEASES.

ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM OR SERVICES MUST BE BROUGHT WITHIN SIX (6) MONTHS OF THE DATE OF THE EVENT GIVING RISE TO WHEN SUCH ACTION OCCURRED. EXCEPT AS EXPLICITLY PROVIDED HEREIN, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM OR SERVICES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE PLATFORM OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

Release.

You hereby release and hold harmless Joyous, the Professional Groups, and their Related Parties from and against all claims that you have or may have against them for infringement, violation of the rights of



privacy or publicity, defamation, disparagement, personal injury, property damage, negligence and/or any other legal theory arising from or in connection with the Platform or Services and products offered or provided on or through the Platform or Services and/or the rights and privileges granted or conveyed by you under these Terms of Use (including, without limitation, those rights and privileges relating to the User Materials and/or any elements, derivatives or marketing of the foregoing).

If you are a California resident, you waive California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

Indemnification.

You agree to indemnify, defend, and hold harmless Joyous, the Third Parties (as defined below) offering products or services through the Services, including the Professional Groups, the Providers, and its and their Related Parties from and against any claim, actions, proceedings, demands, damages, losses, liabilities, settlements, costs and expenses, including, without limitation, reasonable legal and accounting fees and litigation expenses (“**Claims**”), resulting or arising from, or alleged to result or arise from, (i) your violation of these Terms of Use or the [Privacy Policy](#), (ii) your use or misuse of the Platform, Services, products or features available through the Platform and Services, or any information posted on the Platform; (iii) your fraud, misrepresentations, violation of law, negligence or willful misconduct; (iv) the content or subject matter of any User Materials or other information you provide to Joyous, the Third Parties or any customer service agent; or (v) your infringement of third party intellectual property rights or privacy rights.

12. Modification, Suspension, or Termination of Platform, Services, or User Accounts.

Termination or Suspension of Platform, Services, or User Accounts.

Joyous has the right to suspend or terminate the function or existence of all or any part of the Platform and/or your User Account at any time, and without notice as it deems advisable, including where you violate these Terms of Use, as required by law, or due to security or welfare concerns. To the extent permitted by applicable law, Joyous shall not be liable to you or any third party(s) for any loss or damage that is caused by or arises from or in connection with any such suspensions or terminations. If Joyous has previously prohibited you from accessing or using the Platform, you are not permitted to access the Platform or its Services.

Survival.

The provisions of these Terms of Use which by their nature are intended to survive termination or expiration hereof shall survive, including, without limitation, Section 4 (Payments and Recurring Billing); Section 6 (Prescription Terms and Pharmacy Services); Section 7 (Intellectual Property); Section 8 (Communications); Section 11 (Disclaimer of Warranties; Limitation of Liability; Release; Indemnification); Section 12 (Modification, Suspension, or Termination of Platform, Services, or User Accounts); Section 13 (Dispute Resolution); Section 14 (Third-Party Services); and Section 15 (General Terms).



Changes to the Platform and Services.

All information contained on the Platform, including descriptions, images, references, features, content, specifications, products, and prices of any products or Services offered by Joyous or its related third parties on or through the Platform, are subject to change at any time and without notice to you (but you are at all times entitled to your rights under Section 5 (Cancellations and Refunds) if you are unhappy with such changes).

13. Dispute Resolution.

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION CAREFULLY ("ARBITRATION AGREEMENT"). IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

We will try to work in good faith to resolve any issue you have with the Platform and Services if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction. If you have a dispute with us, you agree to resolve such dispute on an individual basis in accordance with the provisions set forth below.

Initial Dispute Resolution.

Our customer support department is available to address any concerns you may have regarding the Platform or Services. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration. Failure to engage in this process could result in the award of fees against you in arbitration. To adequately engage in initial dispute resolution, each party must notify the other party, in writing, of the facts of the dispute and all damages claimed. Such a writing must be sent to (a) the user's email address on file with Joyous, or (b) Joyous PBC at the following address: 950 Tower Ln, Ste 1788, Foster City, CA 94404 ("**Dispute Notification**"). The party receiving the Dispute Notification has thirty (30) days from receipt of the Dispute Notification to respond. The other party then has 15 days to reply to the response.

Arbitration Agreement.

If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution begins under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below.

Except as explicitly set forth in this Section 13 the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Use, including, but not limited to, any claim that all or any part of these Terms of Use are void or voidable; whether a claim is subject to arbitration, any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment); your relationship with Joyous, the Professional Groups, and/or the Pharmacies; any disputes with Providers and/or relating to the Platform or Services or products provided through the Platform; your User Materials; the threatened or actual suspension, deactivation, or termination of your User Account; payments made by you or any payments made or allegedly owed to you; any promotions, benefits, or other offers; and any other federal and state statutory and common law claims. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator shall also be empowered to consolidate claims raised between the same parties to a single arbitration proceeding. The parties agree that the arbitrator may allow the filing of



dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Arbitration is more informal than a lawsuit in court: there is no judge or jury in arbitration; discovery in arbitration may be more limited than discovery in litigation; and court review of an arbitration award is limited. This Arbitration Agreement also applies to claims between you and the Professional Groups, any Providers, and the Pharmacies, and such parties will be considered intended third-party beneficiaries of this Arbitration Agreement. As used in this Arbitration, the "**Arbitral Parties**" shall refer to Joyous, the Professional Groups, any Providers, and the Pharmacies.

Unless you, Joyous and the applicable Arbitral Parties otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class, collective, consolidated or representative proceeding.

The arbitration will be administered by JAMS in accordance with the provisions of its Streamlined Arbitration Rules and Procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/> (the "**JAMS Rules**"), excluding any rules or procedures governing or permitting class or representative actions and except that each party will be permitted at least one deposition unless forbidden by JAMS. If for any reason JAMS is unable to administer arbitration, either party may apply to a court to appoint an arbitrator pursuant to 9 U.S.C. section 5. The JAMS Rules governing the arbitration may be accessed at www.jamsadr.com or by calling JAMS at (800) 352-5267. If you commence arbitration in accordance with these Terms of Use, you will be required to pay \$250 to initiate the arbitration. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the arbitrator may require Joyous to pay the additional cost. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. If the arbitrator finds the arbitration to be non-frivolous, Joyous will pay the remaining filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. For claims above \$75,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit you to recover attorney's fees in certain cases. The parties agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS's rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Arbitration Agreement while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction.

The Federal Arbitration Act ("**FAA**") will govern the interpretation and enforcement of this Arbitration Agreement. It is your, Joyous', and the Arbitral Parties' intent that the FAA and JAMS Rules will preempt all state laws to the fullest extent permitted by law. If the FAA and JAMS Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue will be resolved under the laws of the State of California. This Arbitration Agreement governs to the extent it conflicts with the JAMS Rules or FAA.

Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based. The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements.

Unless you, Joyous and the applicable Arbitral Parties otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be



conducted solely on the basis of documents you, Joyous and any applicable Arbitral Parties submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the JAMS Rules. Subject to the JAMS Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11).

The arbitrator will render an award within the time frame specified in the JAMS Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Class Action Waiver.

YOU, JOYOUS, AND THE ARBITRAL PARTIES MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY CLAIM OR DISPUTE AGAINST EACH OTHER ON AN INDIVIDUAL BASIS IN ARBITRATION. This will prohibit you from bringing any class, collective, or consolidated action against Joyous or any of the Arbitral Parties, and will also prohibit you from participating in or recovering relief under any current or future such actions brought against Joyous or any of the Arbitral Parties by someone else.

30-Day Right to Opt Out.

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following email address: care@joyous.team. The notice must be sent within thirty (30) days of your first use of the Platform, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. Your notice must include your name and address, the email address you used to set up your User Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt-out of these arbitration provisions, Joyous also will not be bound by them, but all other parts of these Terms of Use will continue to apply to you.

Changes to this Section.

Joyous will provide thirty (30) days' notice of any changes affecting the substance of this Section 13. Changes will become effective on the thirtieth day. If you continue to use the Platform or its Services after the thirtieth day, you agree that any untiled claims of which Joyous does not have actual notice are subject to the revised clause.

14. Third-Party Services.

Parties other than Joyous, including but not limited to the Professional Groups, Providers, Pharmacies provide services or sell products through the Services (collectively, "**Third Parties**"), and Joyous may also make available to you certain services, products, content or resources provided, manufactured, distributed or sold by Third Parties ("**Third-Party Goods and Services**"), including links to and advertisements related to Third-Party Goods and Services. Your use of any Third-Party Goods and Services and any interactions with Third Parties, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such use or interactions,



are solely between you and such Third Parties. Any use of third-party software explicitly integrated in connection with the Services, or any Third-Party Goods and Services, will be governed by the applicable Third Party's license or terms of use, if any, and if there is no such license or terms of use, by these Terms of Use. In addition to these Terms of Use, your use of the Platform and Services must comply with all applicable third-party terms of agreement, if any. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction involving Third Parties or any Third-Party Goods and Services.

You agree that Joyous shall not be responsible or liable for any loss or damage of any sort incurred as the result of your use of any Third-Party Goods and Services or your interactions with any Third Parties. In the event of any dispute between you and any Third Party, any other user or any other entity or individual, you understand and agree that Joyous is under no obligation to become involved in such dispute, and you hereby release and indemnify Joyous and its Related Parties, from any and all claims, demands and/or damages (actual or consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or the Service or the features and services therein.

15. General Terms.

Governing Law.

These Terms of Use and any action related thereto will be governed and interpreted by and under the laws of the State of California, without regard to its conflict of laws principles. Except for claims that must be arbitrated pursuant to the Arbitration Agreement, any claim or dispute arising in connection with the Platform or Services shall be decided exclusively by a court of competent jurisdiction, and you consent to the personal jurisdiction of and venue in such courts and waive any and all jurisdictional and venue defenses or objections otherwise available.

Force Majeure.

You understand and acknowledge that the Platform may be subject to limitations, delays and other problems inherent in the use of third-party communication networks and facilities that are outside of Joyous' control, and thus Joyous will not be responsible for any delays, failures, or damages associated with the Platform which result from any system delays, downtimes, interruptions or other failures of or problems with the Platform which are outside of Joyous' control. We will not be deemed to be in breach of or liable for any breach of these Terms of Use or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, epidemic, pandemic, acts of governmental authorities and changes in federal, state or local laws and regulations applicable to the provision of Services, including Telehealth Services, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

Amendments to Terms of Use.

Except as provided in the Dispute Resolution provision in Section 13, Joyous may revise these Terms of Use from time to time without notice to you. If we determine a revision to the Terms of Use, in our sole discretion, is material, we will notify you as required by law. These changes will be posted on this or a similar page of the Platform. By continuing to access or use our Platform or Services after those revisions become effective, you agree to be bound by the revised terms. We encourage you to read these Terms of Use periodically.

Severability and Entire Agreement.

In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to



be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Joyous and you pertaining to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

No Waiver.

No waiver of any term of the Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Joyous' failure to assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

Assignment.

You may not assign, transfer, subcontract or delegate the Terms of Use or any part thereof without Joyous' prior written consent, and any attempted assignment, transfer, subcontract or delegation in violation of the foregoing will be null and void.

No Third Party Rights.

By accepting these Terms of Use, you acknowledge and agree that any Services you receive from the Professional Groups, the Providers, or the Pharmacies through the Platform are also subject to these Terms of Use, and that the Professional Groups, the Providers, and the Pharmacies are third-party beneficiaries of these Terms of Use. Otherwise, unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to create or establish third-party beneficiary status rights or their equivalent in any other referenced individual, subcontractor or third party, and, except as specifically set forth in these Terms of Use, no third party shall have any right to enforce any right or enjoy any benefit that is created or established under these Terms of Use.

Contact Us.

Please direct any questions you may have about the Platform, Services or these Terms of Use to:

Joyous PBC
Address: 950 Tower Ln, Ste 1788, Foster City, CA 94404
Telephone: 1 (844) 774-0909
Email: care@joyous.team

The foregoing contact information may change from time-to-time by supplementation, amendment or modification of these Terms of Use.