

VITEON HEALTH, PLLC — TERMS OF SERVICE

(Last revised July 5, 2025)

Legal Notice. These Terms of Service (“**Terms**”) form a binding contract between you (“**Member**,” “**you**,” or “**your**”) and **Viteon Health, PLLC**, a Utah professional limited-liability company (“**Viteon Health**,” “**we**,” or “**our**”).

- Acceptance occurs when you click “**I Agree**” or otherwise use any Viteon Service.
 - Read these Terms carefully; they affect your legal rights.
 - These Terms incorporate by reference our **Privacy Policy** and **HIPAA Notice of Privacy Practices** (together, “**Privacy Notices**”).
 - *Educational content only.* Nothing here is formal legal advice; consult qualified counsel.
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1 ACCEPTANCE OF TERMS

1.1 Scope. These Terms of Service (“**Terms**”) govern all use of www.viteonhealth.com, its sub-domains, any mobile application, scheduling widget, patient or member portal, and any content, functionality, or services offered thereon (collectively, “**Services**”).

1.2 Binding Contract. By (a) accessing or using the Services, (b) creating an account, or (c) clicking an “I Agree,” “Enroll,” “Pay,” or similar button, you:

- (i) affirm that you are **at least eighteen (18) years old**, a resident of a state in which Viteon Health is licensed to deliver clinical care (currently Utah), and otherwise legally able to form a binding contract;
- (ii) acknowledge that you have read, understood, and agree to be bound by these Terms **and** by our **Privacy Policy** and **HIPAA Notice of Privacy Practices** (together, “**Privacy Notices**”);
- (iii) consent to receive notices and transact business electronically under the **U.S. Electronic Signatures in Global and National Commerce Act (E-Sign Act)**; and
- (iv) agree that these Terms will **automatically apply to each renewal** of any Concierge Membership unless you cancel as provided in § 11 and § 17.

1.3 Authority to Bind Others.

- **Individual Use.** If you use the Services on behalf of another individual (e.g., a minor dependent with our prior approval), you represent that you have the legal authority and written consents required to do so.
- **Entity Use.** If you use the Services on behalf of an organization (e.g., employer-sponsored wellness benefit), you represent that you have authority to bind that entity and that “you” also refers to the entity.

1.4 Geographic & Licensure Limitations. Clinical Services are currently available **only to individuals physically located in Utah at the time of service** unless expressly stated otherwise in writing. By using the Telehealth Platform, you certify that you meet this requirement.

1.5 Rejection of Terms. If you **do not** agree to these Terms or to the Privacy Notices, **do not access or use** the Services. Continuing to use the Services constitutes acceptance.

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1.6 Notice of Future Changes. We may modify these Terms under § 17. You understand that your continued use after the “Last-Revised” date constitutes your acceptance of the updated Terms.

2 DEFINITIONS

For purposes of these Terms, the following definitions apply. Terms not defined here have the meanings assigned elsewhere in the Agreement or, where applicable, under HIPAA (45 C.F.R. § 160.103).

Term	Definition
“Account”	The credentials and profile you create to access the Member Portal or Telehealth Platform.
“Bundled Diagnostics”	The third-party laboratory tests or imaging studies included in a Concierge Membership tier, as listed in Exhibit A and updated from time to time.
“Concierge Membership”	A paid subscription to Viteon Health’s services at one of three tiers— Core , Concierge , or Executive —each described in § 6.
“Covered Services”	The professional services delivered directly by Viteon Health’s licensed clinicians and expressly included in the applicable Concierge Membership tier.
“Excluded Services”	Any service not identified as a Covered Service, including acute or emergency care, prescription drug costs, and third-party diagnostics outside the Bundled Diagnostics cadence.
“Informational Areas”	Publicly accessible content such as blog posts, social-media feeds, webinars, and the health-coaching app. These areas are not HIPAA-secure and do not establish a physician-patient relationship.

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“Member” (or “Patient”)	An individual who has completed enrollment, executed the Telehealth Consent, and paid the applicable Concierge Membership fee.
“PHI”	Protected Health Information as defined in 45 C.F.R. § 160.103.
“Services”	Collectively, (i) the Website (www.viteonhealth.com) and any sub-domains, (ii) the Member Portal, (iii) the Telehealth Platform, and (iv) all content, functionality, and professional services offered by Viteon Health.
“Site”	The publicly available portions of www.viteonhealth.com and any sub-domains.
“Telehealth Platform”	The HIPAA-secure environment through which clinical encounters occur, consisting of Canvas EHR, Zoom video, and secure chat/voice via Twilio or RingRx (or functional equivalents).
“Third-Party Vendor”	Any independent laboratory, imaging center, pharmacy, or technology provider that furnishes goods or services in connection with a Concierge Membership but is not controlled by Viteon Health.
“User Content”	Data, text, images, or other material you upload to the Site or Telehealth Platform, excluding PHI entered directly into the EHR.

3 ELIGIBILITY & ACCOUNT RESPONSIBILITIES

3.1 Age & Capacity. You represent that you are **at least eighteen (18) years old** and have the legal capacity to form a binding contract. Minors may use the Telehealth Platform **only** if (a) permitted by Utah law and (b) a parent or legal guardian creates the Account and signs all required consents.

3.2 Residency & Licensure Footprint. Clinical Services are presently available only to individuals who are **physically located in the State of Utah at the time of each encounter**. Limited travel-medicine exceptions require Viteon Health’s prior written approval and may exclude controlled-substance prescribing.

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3.3 Truthful Registration Data. You agree to provide **accurate, current, and complete** information during account creation and to update such information promptly if it changes. Viteon Health may suspend or terminate the Account if information is false, misleading, or incomplete.

3.4 Account Security.

- **Confidential Credentials.** You must keep all usernames, passwords, multi-factor codes, and device tokens confidential and use industry-standard password hygiene.
- **Security Incidents.** Notify us **immediately** at security@viteonhealth.com if you know or suspect that credentials have been lost, stolen, or compromised.
- **No Shared Accounts.** Account sharing is prohibited unless expressly authorized for a minor dependent under Section 3.1.

3.5 Device & Connectivity Requirements. You are solely responsible for obtaining and maintaining a compatible computer, smartphone, operating system, browser, webcam, microphone, and high-speed internet connection. Viteon Health is **not** liable for telehealth failures caused by your equipment or connectivity.

3.6 Compliance with Law & Conduct Standards. You agree to use the Services only for lawful purposes and in accordance with these Terms, including the prohibitions in § 8 (User Conduct). You will not:

- impersonate any person or entity;
- submit false medical or insurance information; or
- attempt to probe, scan, or test the vulnerability of any Viteon system.

3.7 Suspension & Termination. Viteon Health may suspend, restrict, or terminate your Account—with or without notice—if we reasonably believe you have violated these Terms, applicable law, or the clinical-care standards of our practice. Upon termination, your right to use the Services ceases immediately; any prepaid Concierge Membership fees will be refunded in accordance with § 11.

3.8 Acknowledgment of Telehealth Limitations. You understand that telehealth has inherent limitations, including the possibility of incomplete data transmission and the absence of an in-person physical exam. You agree to seek in-person or emergency care when advised or when your condition warrants it.

4 MEDICAL DISCLAIMER & NO PROVIDER–PATIENT RELATIONSHIP (INFORMATIONAL AREAS)

4.1 Educational Purposes Only.

The articles, videos, social-media posts, webinars, newsletters, podcasts, self-assessment tools, and any other content made available in the **Informational Areas** are provided **solely for general educational and wellness purposes**. They are **not** a substitute for professional medical advice, diagnosis, or treatment.

4.2 No Physician–Patient Relationship Created.

Viewing, accessing, or interacting with the Informational Areas **does not create** a physician–patient or other

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healthcare-provider relationship with Viteon Health or its clinicians. A formal relationship is established **only when all of the following have occurred**:

- (a) you have enrolled in a **Concierge Membership**,
- (b) you have executed our **Telehealth Consent** and **HIPAA Authorization** inside the secure EHR, **and**
- (c) one of our licensed clinicians has accepted you as a patient of record.

4.3 Coaching-App Content.

Any recommendations, metrics, or goal-tracking features delivered through the Viteon-branded fitness or coaching app are **lifestyle coaching** only. They should be interpreted as general health guidance and **not** as individualized medical directives. All PHI-sensitive or prescription-related communications must take place inside the Telehealth Platform.

4.4 No Emergency or Urgent-Care Services.

The Services are **not** designed for medical emergencies. If you believe you are experiencing a life-threatening emergency, call **911** or proceed to the nearest emergency department immediately. Do not rely on messages sent via the Site or Telehealth Platform for urgent needs.

4.5 Accuracy & Completeness Not Guaranteed.

While we strive to provide up-to-date and evidence-based content, medical knowledge evolves rapidly; Viteon Health makes **no warranty** that any information in the Informational Areas is complete, accurate, or current. Reliance on any such content is **at your own risk**.

4.6 Third-Party Content & Endorsements.

References to third-party studies, products, or services are provided for convenience and **do not constitute an endorsement**. Viteon Health disclaims responsibility for the accuracy or reliability of any third-party information.

4.7 Consult Your Own Clinician.

Always seek the advice of your physician or other qualified healthcare provider with any questions regarding a medical condition, and never disregard professional advice or delay seeking it because of something you read or heard in the Informational Areas.

5 SCOPE OF TELEHEALTH SERVICES

5.1 Licensed Providers & Modality.

All clinical encounters are rendered by physicians or advanced practice registered nurses (**APRNs**) **licensed in Utah** and delivered through one or more of the following HIPAA-secure modalities (collectively, “**Telehealth Platform**”):

- two-way synchronous **video** visits (Zoom Health or equivalent);
- asynchronous **secure chat / messaging** (Twilio or RingRx);

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- **remote physiologic monitoring** devices or apps integrated into Canvas EHR; and
- scheduled **in-person evaluations** at Viteon Health's Park City clinic when the standard of care or applicable regulation so requires.

5.2 Clinical Services Included.

Subject to membership tier limits (§ 6) and provider discretion, telehealth visits may cover:

- preventive and longevity consultations;
- review of lab, imaging, or genetic results;
- lifestyle-medicine counseling (nutrition, fitness, sleep, stress);
- chronic-condition management appropriate for telehealth;
- medication management and electronic prescribing; and
- coordination of specialty referrals and diagnostic testing.

5.3 Excluded or Limited Services.

The Telehealth Platform **does not** provide:

- evaluation or treatment of medical **emergencies** or life-threatening conditions;
- OB/GYN, major psychiatric emergencies (e.g., suicidal ideation), disability evaluations, or workers'-comp claims—unless explicitly accepted in writing;
- hands-on procedures, vaccinations, or imaging performed onsite; or
- any service outside a provider's scope of licensure or beyond the prevailing standard of care for telehealth in Utah.

5.4 Emergency Disclaimer.

If you believe you are experiencing a medical emergency, call **911** or go to the nearest emergency department immediately. Do **not** rely on messages sent via the Telehealth Platform for urgent needs.

5.5 Prescriptions & Controlled Substances.

- Providers may e-prescribe medications to the Utah or national pharmacy of your choice, subject to clinical judgment, FDA labeling, and Utah Board of Pharmacy rules.
- Certain **Schedule II–V controlled substances** may require a prior **in-person** examination under **DEA telemedicine regulations** (21 U.S.C. § 829(e)) or may be refused if the provider determines in-person care is necessary.
- Viteon Health is not responsible for pharmacy dispensing delays or prior-authorization denials.

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5.6 Laboratory & Imaging Orders.

Providers may order lab tests or imaging studies through independent, Third-Party Vendors. Bundled Diagnostics are governed by § 6 and **Exhibit A**; all other tests are **Excluded Services** unless expressly added to your plan.

5.7 Remote-Monitoring Devices.

If your tier includes wearable or connected devices (e.g., Whoop, ŌURA, glucose sensors):

- You are responsible for device care, charging, connectivity, and data accuracy.
- Viteon Health is **not** liable for inaccurate or delayed data transmission.
- Device data supplements—not replaces—clinical judgment.

5.8 Standard of Care & Utah Telehealth Act Compliance.

Telehealth services are provided in accordance with **Utah Code § 26-60-101 et seq.** and applicable professional standards. Providers may, in their sole discretion, determine that an in-person visit or referral is required to meet the standard of care.

5.9 Geographic Limitation.

You must be **physically located in Utah** at the time of the telehealth encounter. Limited travel-medicine services outside Utah require prior written approval and may exclude controlled-substance prescribing.

5.10 Response Times & Availability.

Clinical messages sent via secure chat are typically answered **within one (1) business day** (weekdays 9 a.m.–5 p.m. Mountain Time). Response times are not guaranteed and may be longer on holidays or during peak demand.

5.11 Consent & Identity Verification.

Telehealth encounters proceed only after you sign Viteon Health’s Telehealth Consent and HIPAA Notice of Privacy Practices, and confirm your identity by government-issued photo ID or an equivalent method deemed reliable by the provider.

6 CONCIERGE MEMBERSHIP & BUNDLED DIAGNOSTICS

6.1 Membership Tiers, Fees & Core Benefits

Tier	In-Netw ork Fee ¹	Out-of-N etwork Fee ²	Billing Cadence	Core Benefits	Bundled Diagnostics ³
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Core	\$349 /mo	\$449 /mo	Quarterly or Annual	<ul style="list-style-type: none"> • Baseline Mapping (history, lifestyle, sleep) • Quarterly labs • Quarterly telehealth visit • Daily health & nutrition coaching • Same/next-day scheduling • Extended visit times 	—
Concierge	\$749 /mo	\$849 /mo	Annual (paid up-front)	Core + • Bi-monthly labs • • Monthly coach call • Priority chat queue	Epigenetic Aging Clock
Executive	\$1,149 /mo	\$1,249 /mo	Annual (paid up-front)	Concierge + • Wearable device subscription • Monthly physician call • VIP scheduling & 24/7 RN triage	<ul style="list-style-type: none"> • Galleri® multi-cancer test • Whole-body MRI (Prenuvo or Ezra) • TruAge® panel

Notes

1. *In-Network Fee* applies to members insured by **Aetna, Cigna, Regence BCBS, or UnitedHealthcare** after our credentialing is complete.
2. *Out-of-Network Fee* = In-Network Fee + \$100/month to cover additional administrative overhead.
3. See **Exhibit A** for CPT codes, vendor cash prices, and test-frequency limits.

6.1.1 Fee-Lock and Indexed Adjustments (Option B)

1. **Initial Fee-Lock Period.** The Base Fee for each Membership Tier—Core, Concierge, and Executive—will remain **unchanged for the first twelve (12) consecutive months** beginning on the date your Membership is activated (“**Initial Term**”).
2. **Indexed Increase Thereafter.** Upon each subsequent **Renewal Term** (every 12-month cycle measured from your Activation Date), Viteon Health may adjust the Base Fee **once per Renewal Term by the greater of:**
 - (a) **three percent (3 %), or**
 - (b) the percentage change in the **U.S. Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average, All Items, Not Seasonally Adjusted)** for the most recently published full calendar year, as reported by the U.S. Bureau of Labor Statistics.

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- 3. **Notice Requirement.** We will send written or electronic notice of any indexed increase **at least thirty (30) days** before it becomes effective.
- 4. **Right to Cancel.** If you do not accept the adjusted fee, you may cancel your Membership **before the effective date** in accordance with § 11. Continued use of the Services after the effective date constitutes acceptance of the new fee.
- 5. **Quarterly-Billed Core Members.** For Core Members on a quarterly billing cadence, the Renewal Term remains twelve (12) months; any permitted indexed increase will be prorated across the next four quarterly installments.

6.2 Enrollment, Trial & Auto-Renewal (Core Tier)

- **Two-Week Trial.** Pay **\$49** for 14 days of Core access. If not cancelled by 11:59 p.m. MT on day 14, your card/HSA will be charged **\$4,188** for a full-year Core plan.
- **Renewal Notice.** We email a renewal reminder **14 days** before each quarterly or annual rebill.
- **Auto-Renewal Disclosure.** ALL tiers renew automatically at the end of each billing cycle **unless** you cancel under § 11.

6.3 Payment Processing & Taxes

- All charges are processed via **Stripe** (credit, debit, HSA/FSA) or **ACH**.
- You authorize Viteon Health to keep your payment method on file and to debit recurring fees and permitted one-off charges (e.g., add-on tests).
- **HSA/FSA Eligibility.** Concierge fees, diagnostic tests, and prescriptions **may** qualify for HSA/FSA reimbursement, but eligibility varies by plan. Consult a tax advisor; Viteon makes no warranty of eligibility.

6.4 Upgrades, Downgrades & Mid-Term Moves

Action	Rule
Upgrade (e.g., Core → Concierge)	Pay prorated difference; new tier benefits start immediately; billing cadence resets to new tier.

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Downgrade Effective at next renewal; no mid-term refunds beyond the 30-day guarantee.

Transferability Memberships are personal and **non-transferable** without written consent.

6.5 Bundled Diagnostics—Pass-Through Payment

- Viteon purchases Bundled Diagnostics at each vendor's **published cash price** and **earns no profit or rebate**.
 - We share only the **minimum necessary PHI** (name, DOB, contact info, relevant ICD-10 code) to fulfill the order.
 - If you skip a Bundled Diagnostic you remain eligible to **reschedule once within 12 months** (§ 11.2). No cash refund is offered.
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6.6 Insurance Position & Superbills

- **In-Network Carriers (Aetna, Cigna, Regence BCBS, United)** – We submit eligible claims directly; you owe any co-pay, deductible, or non-covered amount.
 - **All Other Carriers** – Viteon provides a **HIPAA-compliant superbill**; you file with your insurer. Reimbursement is **not guaranteed**.
 - Concierge Membership fees **are not insurance** and are due regardless of insurance reimbursement outcomes.
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6.7 Billing Disputes & Chargebacks

- You must notify us of any billing error **within 30 days** of the charge; otherwise the charge is deemed accepted.
 - Initiating a credit-card chargeback without first following our dispute process may result in immediate membership suspension.
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6.8 30-Day Satisfaction Guarantee

Guarantee Window. You may cancel your Membership **at any time during the first thirty (30) calendar days** following the date your **first paid billing cycle** begins (the “**Guarantee Window**”). Any two-week trial period is excluded from, and does not shorten, the Guarantee Window.

How to Cancel.

- Send an email to **info@viteonhealth.com** with “30-Day Guarantee Cancellation” in the subject line, **or**
- Click the “**Cancel Plan**” button in the Member Portal and select the “30-Day Guarantee” reason code. Cancellation is effective when Viteon Health sends written confirmation (email suffices).

Refund Calculation. Within ten (10) business days after confirmation:

- We will refund **100 % of Membership fees** already paid **minus** the *pro-rata value* of Covered Services actually rendered before the effective cancellation date.
- For any **Bundled Diagnostic** already *ordered* but *not yet completed*, you may (a) keep the order active and schedule it once within the next 12 months, **or** (b) elect a refund equal to the vendor cash price listed in Exhibit A.
- Completed Bundled Diagnostics, prescription charges, or other Add-On Services are **non-refundable**; their vendor cash cost will be deducted from the refund.

Form of Refund. Refunds are issued to the **original payment method** (credit/HSA/FSA card or ACH). Viteon is not responsible for delays caused by the card-issuing bank.

Limitations.

- The Guarantee may be exercised **once per Member** and **once per Membership Tier**.
- It does **not** apply to renewal terms, upgrades, or downgrades outside the first paid billing cycle.
- Exercising the Guarantee does **not** waive or discharge any copays, deductibles, or third-party fees you already owe.

Effect of Cancellation. Upon effective cancellation:

- Your access to Covered Services and the Telehealth Platform ends immediately.
- We will retain your medical records as required by law and our HIPAA Notice of Privacy Practices.

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6.9 Price-Change Ceiling (Optional)

Viteon will not increase any tier fee by more than **15 % in any 12-month period unless:**

- (i) Bundled-Diagnostic vendor prices rise by >15 %, or
- (ii) material changes in state or federal regulation increase operating costs.

(Delete § 6.9 entirely if you prefer unrestricted pricing authority.)

6.10 No Assignment; Bankruptcy

Membership benefits may not be assigned or pledged to any third party. In the event of Viteon Health's insolvency or bankruptcy, member rights will be governed by applicable law; prepaid months may not be refundable beyond the 30-day guarantee.

Cross-References

- Cancellation, rescheduling, and refund mechanics → **§ 11**
 - Liability limitations related to Bundled Diagnostics → **§ 13**
 - Definitions of "Bundled Diagnostics," "Covered Services," "Excluded Services" → **§ 2**
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7 INSURANCE & THIRD-PARTY VENDOR DISCLAIMER (stand-alone)

7.1 Concierge Membership Fees Are Cash-Pay

- Your Concierge Membership fee is a **direct payment for professional services** rendered by Viteon Health and **is not** an insurance product, health plan, or medical discount card.
- Membership fees are due **regardless of** whether any third-party payer ultimately reimburses you.

7.2 Claim Submission & Network Status

- **In-Network Submission.** Once credentialing is complete, Viteon Health will submit eligible insurance claims **only to Aetna, Cigna, Regence Blue Cross Blue Shield, and UnitedHealthcare** ("In-Network

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Carriers”).

- **Out-of-Network Members.** If your insurer is not listed above, Viteon Health will (i) collect payment from you at the time of service and (ii) provide a **HIPAA-compliant superbill** so you may seek reimbursement directly.
- **No Guarantee of Payment.** Reimbursement amounts, if any, are solely determined by your health plan; Viteon Health makes **no representations or warranties** regarding coverage.

7.3 No Mark-Up; Pass-Through Payment for Bundled Diagnostics

For each **Bundled Diagnostic** identified in § 6.1 and Exhibit A:

1. Viteon Health purchases the test at the vendor’s **published cash price** and **earns no profit, rebate, or volume-based incentive**.
2. We pay the vendor directly on your behalf; the cost is embedded in the applicable tier fee.
3. You authorize us to share the **minimum necessary PHI** (name, DOB, contact information, ICD-10 code) with the vendor solely to fulfill the order and deliver results.

7.4 Out-of-Network Diagnostic Disclaimer

Vendors such as **Galleri® (GRAIL)**, **Prenuvo®**, **Ezra®**, and **TruAge®** are **generally out of network** with commercial insurers. Reimbursement is unlikely unless your plan expressly covers investigational or wellness diagnostics. **You remain financially responsible** for any non-covered charges.

No-Surprises Act Notice. Because these vendors are out of network and the tests are elective, they may not be subject to federal balance-billing protections. You may request a **Good-Faith Estimate** of charges at least one business day before scheduling. Request a GFE via the Member Portal → Billing → ‘Estimate’ button or email info@viteonhealth.com subject “Billing”. We will provide an itemized estimate within 1 business day.

7.5 Additional or Repeat Testing

Any lab, imaging, or genetic study **not listed in § 6.1**—including repeat scans, reflex testing, or physician-directed follow-up panels—will be ordered **only with your consent** and **billed separately** by the vendor or your insurer. You are responsible for copays, coinsurance, deductibles, and any balance billing.

7.6 Vendor Independence & Liability Disclaimer

Third-party laboratories, imaging centers, pharmacies, and device manufacturers (“**Third-Party Vendors**”) are **independent entities** governed by their own terms and privacy policies. Viteon Health **disclaims all warranties and liability** related to:

- vendor pricing, billing codes, or reimbursement practices;
- sample collection, handling, transport, or storage;

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- test accuracy, validity, or regulatory status (e.g., LDT vs. FDA-cleared);
- turn-around time for results; and
- vendor data-security or PHI-handling practices.

Your use of any Third-Party Vendor is **at your own risk** and subject to that vendor’s contractual terms.

7.7 Data Release & HIPAA Compliance

You acknowledge that Viteon Health may transmit PHI to Third-Party Vendors **electronically** and that such vendors may not be HIPAA-covered entities. We will release only the minimum information necessary to order or coordinate the service.

7.8 Disputed Charges & Coordination of Benefits

- **Billing Errors.** Notify Viteon Health and/or the vendor **within 30 days** of any statement you believe is incorrect.
- **Coordination of Benefits (COB).** You must provide accurate insurance information; failure to do so may convert an in-network claim to out-of-network status at your expense.
- Initiating a chargeback or insurance fraud investigation without first following the dispute-resolution steps may result in account suspension under § 3.7.

8 USER CONDUCT & PROHIBITED USES

8.1 General Obligation.

You agree to use the Services only for lawful, personal, and non-commercial purposes in strict accordance with these Terms, all applicable federal and state laws, and the clinical standards of Viteon Health.

8.2 Prohibited Conduct.

You **must not** (nor permit any third party to):

#	Category	Examples (non-exhaustive)
(a)	Security Violations	<ul style="list-style-type: none">• Probe, scan, or test the vulnerability of any Viteon network or system• Breach or circumvent authentication or encryption

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- Introduce malware, ransomware, or other malicious code

(b) Scraping & Reverse Engineering

- Use bots, spiders, or automated scripts to access PHI or membership data
- Decompile or disassemble any proprietary software or algorithm

(c) Harassment & Abuse

- Threaten, stalk, harass, or defame clinicians or other members
- Upload content that is hateful, discriminatory, or obscene

(d) Spam & Unsolicited Marketing

- Send commercial messages without express consent
- Post links to fraudulent or phishing sites

(e) Impersonation & Fraud

- Impersonate any person or entity, including a Viteon clinician
- Submit insurance or medical information you know to be false

(f) HIPAA & Privacy Breaches

- Upload PHI about **another** individual without their written authorization
- Share screenshots of the Telehealth Platform on social media

(g) Infringement

- Post, upload, or transmit content that infringes copyright, trademark, patent, or trade-secret rights
- Misuse Viteon trademarks or logos

(h) Unauthorized Commercial Use

- Resell, sublicense, or exploit any portion of the Services without written permission

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| (i) Medical-Device or Drug Misinformation | • Publish unapproved therapeutic claims or dosage instructions for prescription products |
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8.3 User-Generated Content License & Takedown.

By uploading or submitting any User Content (see § 2), you grant Viteon Health a worldwide, royalty-free, sublicensable license to host, reproduce, and display such content **solely for the purpose of operating the Services**. We reserve the right—but not the obligation—to remove or block User Content that, in our sole judgment, violates these Terms or any law.

8.4 Copyright Complaints (DMCA-Style).

If you believe that any content on the Site infringes your copyright, send a written notice to info@viteonhealth.com subject: “Copyright” containing: (i) your physical or electronic signature, (ii) identification of the copyrighted work, (iii) identification of the infringing material, (iv) your contact information, (v) a statement of good-faith belief, and (vi) a statement under penalty of perjury that your notice is accurate. We may remove or disable access to the contested content and, if warranted, terminate repeat infringers.

8.5 Reporting Violations.

Suspected violations of this Section may be reported to info@viteonhealth.com subject: “Security”. We investigate all credible reports.

8.6 Enforcement & Remedies.

Viteon Health may, in its sole discretion and without prior notice:

- **(a)** Suspend, restrict, or terminate your Account;
- **(b)** Delete or sanitize offending User Content;
- **(c)** Report unlawful conduct to law-enforcement authorities; and/or
- **(d)** Pursue any other remedy available at law or in equity.

Termination for cause under this Section is **without refund** and does not limit our right to recover damages or attorneys’ fees.

8.7 Indemnity.

You agree to indemnify and hold harmless Viteon Health, its affiliates, and their respective officers, directors, clinicians, and employees from any claim, demand, loss, or damage (including reasonable attorneys’ fees) arising out of or related to your violation of this Section.

9 INTELLECTUAL-PROPERTY RIGHTS

9.1 Ownership. The Site, Telehealth Platform, software, trademarks, logos, text, graphics, photos, videos, and other content (collectively, “**Viteon Content**”) are owned by or licensed to Viteon Health and are protected by U.S. and international copyright, trademark, and other laws.

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9.2 Limited License to You. Subject to your compliance with these Terms, Viteon grants you a **personal, revocable, non-exclusive, non-transferable, and non-sublicensable** license to access and use the Viteon Content **solely for your personal, non-commercial purposes**. All rights not expressly granted are reserved.

9.3 Prohibitions. You may **not**:

- copy, reproduce, modify, translate, or create derivative works from Viteon Content;
- reverse-engineer, decompile, or disassemble any software;
- remove proprietary notices or watermarks; or
- use Viteon trademarks or trade dress without prior written consent.

9.4 User Content License. You retain ownership of User Content you submit, but you grant Viteon a **worldwide, royalty-free license** to host, reproduce, and display that User Content for purposes of operating the Services and as otherwise permitted in our Privacy Policy.

9.5 Feedback. Suggestions or improvements you provide become Viteon’s property without further obligation to you.

10 THIRD-PARTY SERVICES & EXTERNAL LINKS

10.1 Independent Contractors.

The Services interoperate with, or contain hyperlinks to, software platforms, diagnostic vendors, laboratories, imaging centers, pharmacies, payment processors, and content providers that **Viteon Health does not own or control**, including but not limited to **Canvas EHR, Zoom Health, Twilio or RingRx, Stripe, Galleri® (GRAIL), Prenuvo®, Ezra®, TruAge®, Whoop®, ŌURA®, and Google Workspace** (collectively, “Third-Party Services”).

10.2 No Control, No Warranty.

Third-Party Services are **provided “AS IS” and “AS AVAILABLE”**. Viteon Health **makes no representations or warranties**—express or implied—regarding the accuracy, reliability, timeliness, security, or completeness of any Third-Party Service, nor the continued availability or compatibility of their APIs.

10.3 Separate Terms & Privacy Practices.

Your access to a Third-Party Service is subject to that provider’s own **terms of use** and **privacy notice**. Those documents may grant the provider rights to use, store, or process your data outside HIPAA’s protections. It is **your responsibility** to review, understand, and accept those terms before using the Third-Party Service.

10.4 Vendor Agreements & BAAs.

Where required by HIPAA, Viteon Health enters into **Business Associate Agreements (BAAs)** with Third-Party Services that handle Protected Health Information. However, a BAA **does not** make Viteon Health liable for the vendor’s independent acts, omissions, data breaches, or regulatory violations.

10.5 Outbound Links.

The Site may link to external websites for your convenience. Such links do **not** constitute an endorsement,

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sponsorship, or recommendation of the content, viewpoints, products, or services on those sites. Viteon Health is **not responsible** for any loss or damage incurred as a result of your dealings with a linked site.

10.6 Uptime & Service Interruptions.

Third-Party Services may experience outages, maintenance windows, or unexpected downtime that affect your ability to schedule visits, receive results, or make payments. Viteon Health will make reasonable efforts to provide alternative workflows, but we **do not guarantee** uninterrupted access and will **not** be liable for any resulting damages (subject to the limitation-of-liability in § 13).

10.7 Data Transfer Acknowledgment.

By using a Third-Party Service, you authorize the **transfer, storage, or processing** of your information—potentially including PHI—on that provider’s systems, which may be located outside your state or country and may be subject to different data-protection laws.

10.8 Change of Vendors.

Viteon Health may add, replace, or remove Third-Party Services at any time in its sole discretion. Material changes that impact PHI handling will be reflected in the Privacy Notices or communicated via in-portal message or email.

10.9 Infringing or Harmful Content.

If you believe a Third-Party Service linked through our Site hosts infringing, malicious, or otherwise unlawful content, please notify info@viteonhealth.com subject: “Security”. We will investigate and, where appropriate, disable the link or integration.

11 CANCELLATION, RESCHEDULING & REFUND POLICY

11.1 30-Day Satisfaction Guarantee (Option A)

You may cancel **within thirty (30) calendar days** of the start of your **first paid billing cycle** (“**Guarantee Window**”) and receive a **pro-rata refund** of any unused Covered Services, calculated as the Membership Fee paid × percent of the billing cycle remaining on the effective cancellation date.

Refund Calculation. Within ten (10) business days after confirmation, we will refund an amount equal to **(A) the Membership Fee you paid × the percentage of the billing cycle remaining** on the effective cancellation date, **minus**

(B) the vendor cash price of any Bundled Diagnostic or other third-party service that Viteon Health has already ordered **and** remitted payment for on your behalf during the Guarantee Window.

Example: If you cancel 20 days into a 90-day Core quarter (78 % of the cycle remaining) **and** a whole-body MRI (\$2,499 vendor price) has been scheduled and paid, your refund = (Membership Fee × 0.78) – \$2,499.

How to exercise: Email info@viteonhealth.com with “30-Day Guarantee Cancellation” in the subject line **or** click **Cancel Plan** in the Member Portal. We will confirm receipt in writing (email suffices) and process the refund to the original payment method within **ten (10) business days**.

11.2 Bundled Diagnostics — Reschedule vs. Refund

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- **Reschedule Window.** If you cancel an **Executive** (Longevity+) Membership **before** completing any Bundled Diagnostic, you may **reschedule that test once** within **twelve (12) months** of the original order.
- **No Cash Refund for Partially Used Bundles.** Bundled Diagnostics are purchased at time of order; if you cancel **after an order is placed** but **before results are delivered**, the order remains active and transferrable only within the 12-month window—**cash refunds are not available**.
- **Completed Tests.** Tests already performed are **non-refundable**.

11.3 Post-Guarantee Period

After the 30-Day Guarantee Window, **all Membership Fees are non-refundable** for the balance of the prepaid term (quarterly or annual), except as required by applicable law.

11.4 Billing Cadence & Effective Date

Billing Cadence	Cancellation Effective	Refund/Charge
Quarterly Core Plan	End of the current quarter	No refund beyond Guarantee Window
Annual Plans (all tiers)	End of the current 12-month term	No refund beyond Guarantee Window

11.5 Administrative & No-Show Fees

Missed appointments or rescheduling with <24-hour notice may incur the **administrative fees** listed in **Exhibit B**. These fees are due upon invoicing and **not** subject to the Guarantee.

11.6 Payment Disputes

You must notify **billing@viteonhealth.com** of any charge you believe is incorrect **within 30 days** of the transaction. Please allow us ten (10) business days to investigate **before** initiating a credit-card chargeback. Failure to follow this process may result in immediate account suspension under § 3.7.

11.7 Effect of Cancellation

- **Access Ends.** Clinical messaging, scheduling, and telehealth services terminate on the effective date.
- **Medical Records.** We will retain your chart for **at least ten (10) years** (or longer if required) in compliance with HIPAA and Utah law. You may request a copy subject to the fees and timelines in our HIPAA NPP.

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- **Outstanding Balances.** Any unpaid administrative fees, prescription costs, or Third-Party Vendor balances survive cancellation and are immediately due.

11.8 Termination by Viteon Health

We may terminate your Membership **for cause** (e.g., violation of § 8, abusive conduct, non-payment) on written notice. If termination occurs during the Guarantee Window, your refund will follow § 11.1. Otherwise, fees are non-refundable. Viteon may also terminate any Membership for any reason on 30 days' written notice; in such case we will refund any prepaid, unused portion of the fee.

11.9 Re-Enrollment

Former Members may re-enroll subject to (a) clinician capacity, (b) prevailing Membership Fees, and (c) payment of any prior outstanding balances. The 30-Day Guarantee is **not** available to the same individual more than once per Membership Tier.

12 DISCLAIMERS OF WARRANTIES

12.1 “AS IS” and “As Available.”

THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, THIRD-PARTY INTEGRATIONS, AND CLINICAL COMMUNICATION TOOLS, ARE PROVIDED “**AS IS**,” “**AS AVAILABLE**,” AND **WITH ALL FAULTS**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VITEON HEALTH **EXPRESSLY DISCLAIMS** ALL WARRANTIES OF ANY KIND—EXPRESS, IMPLIED, OR STATUTORY—including but not limited to:

- **Implied Warranties of Merchantability, Fitness for a Particular Purpose, Title, Quiet Enjoyment, and Non-Infringement;**
- Any warranty that the Services will be **uninterrupted, timely, secure, or error-free;**
- Any warranty that **device data, laboratory values, imaging results, or biomarker interpretations** are accurate, complete, or suitable for any diagnostic purpose;
- Any warranty regarding the **quality, reliability, or clinical efficacy** of Third-Party Services (Canvas, Zoom, Twilio/RingRx, Stripe, Galleri, Prenuvo, Ezra, TruAge, Whoop, ŌURA, etc.); and
- Any warranty that **defects will be corrected** or that the Site or Telehealth Platform is free of viruses or other harmful components.

12.2 No Guarantee of Outcomes.

Viteon Health does **not guarantee** that use of the Services will lead to any particular health outcome—such as weight loss, improved biomarkers, disease prevention, or longevity extension. Clinical results vary among individuals and depend on numerous factors beyond our control (genetics, environment, adherence, and comorbid conditions).

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12.3 Clinical Judgment Prevails.

Information supplied through the Informational Areas or Telehealth Platform **supplements—but does not replace—clinical judgment**. Decisions regarding diagnosis and treatment remain the sole responsibility of you and your licensed healthcare provider(s).

12.4 Jurisdictional Limitations.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for death or personal injury caused by negligence. Nothing in these Terms limits any rights that **cannot be disclaimed under applicable law**. If the above disclaimers are invalid or unenforceable in a given jurisdiction, they shall apply to the fullest extent permitted.

13 LIMITATION OF LIABILITY

13.1 Aggregate Monetary Cap.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE **TOTAL, CUMULATIVE LIABILITY** OF VITEON HEALTH, PLLC—INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES—FOR **ALL CLAIMS, LOSSES, OR CAUSES OF ACTION** (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE SERVICES **WILL NOT EXCEED THE GREATER OF:**

- **(A) ONE THOUSAND U.S. DOLLARS (US \$1,000), OR**
- **(B) THE TOTAL AMOUNT YOU ACTUALLY PAID TO VITEON HEALTH FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

For clarity, **multiple or repeated claims** during any twelve-month period will **not** increase this cap.

13.2 Exclusion of Indirect Damages.

IN NO EVENT WILL VITEON HEALTH BE LIABLE FOR **ANY** INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES—including, without limitation, lost profits, loss of goodwill, business interruption, loss of data, device failure, or procurement of substitute services—even if advised of the possibility of such damages or if the limited remedies fail of their essential purpose.

13.3 Carve-Outs (Uncapped Liabilities).

The monetary cap in § 13.1 does **not** apply to liability arising from:

1. **Gross negligence or willful misconduct** by Viteon Health;
2. **Indemnification obligations** you owe under § 14;
3. **Personal injury or death** caused by Viteon Health's proven professional negligence, **to the extent** such limitation would be prohibited by applicable state medical-malpractice law; or

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- Any liability that **cannot be disclaimed or limited** under applicable law (e.g., certain HIPAA civil penalties or state consumer-protection statutes).

13.4 No Reliance Damages.

You agree that you are entering into these Terms **without reliance** on any representation or warranty not expressly set forth herein, and that the liability limitations in this Section form an essential basis of the bargain between the parties.

13.5 Jurisdictional Savings Clause.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for consequential damages. **To the extent** such laws apply to you, some or all of the disclaimers and limitations above may **not** apply, and you may have additional rights. In such cases, the parties agree that the limitations will apply **to the fullest extent permitted** by applicable law.

13.6 Survival.

This Section 13 will **survive** any termination or expiration of your Membership or these Terms.

14 INDEMNIFICATION

14.1 Your Indemnity Obligation.

You agree to **defend, indemnify, and hold harmless** Viteon Health, PLLC, its affiliates, and their respective officers, directors, employees, agents, contractors, and licensors (collectively, “**Viteon Parties**”) from and against **any and all third-party claims, demands, actions, suits, investigations, or proceedings** (collectively, “**Claims**”) and all related **losses, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses** (including reasonable attorneys’ and experts’ fees) (“**Losses**”) arising out of or relating to:

- Breach of these Terms** or any incorporated policy (Privacy Notices, Telehealth Consent, etc.);
- Misuse of the Services, Site, or Telehealth Platform**, including unauthorized scraping, sharing of credentials, or transmission of malicious code;
- Violation of any law, regulation, or professional standard** (federal, state, or local), including—but not limited to—HIPAA, TCPA, CAN-SPAM, FDA/FTC advertising rules, or Utah consumer-protection statutes;
- Infringement or misappropriation of intellectual-property or privacy rights** of any person (e.g., copyright, trademark, trade secret, publicity/privacy rights) by content you submit or actions you take;
- Payment-related disputes or chargebacks** initiated by you in violation of § 11.6;
- Unauthorized disclosure of Protected Health Information (PHI)** resulting from your acts or omissions; or
- Misrepresentation of insurance coverage or identity** in obtaining Services.

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14.2 Indemnification Procedure.

Viteon Health will:

- **(a) Promptly notify** you in writing of any Claim (failure to give prompt notice will not relieve you of your obligations except to the extent you are materially prejudiced);
- **(b) Allow you to assume the defense** of the Claim with counsel reasonably acceptable to Viteon, **unless** (i) the Claim alleges gross negligence or willful misconduct by a Viteon Party, (ii) you fail to provide reasonable assurance of ability to pay potential Losses, or (iii) a conflict of interest would preclude adequate representation; and
- **(c) Reasonably cooperate** (at your expense) in the defense.

14.3 Right to Participate or Assume Defense.

Viteon Health may, at its own cost, participate in the defense with counsel of its choosing. If you fail to timely assume the defense or do not diligently pursue it, Viteon may **assume exclusive control** and you remain liable for all resulting Losses.

14.4 Settlement Restrictions.

You may **not settle** any Claim without Viteon Health's prior written consent **if** the settlement (a) imposes any non-monetary obligation on a Viteon Party, (b) admits wrongdoing, or (c) does not include a full, unconditional release of all Viteon Parties. Consent will not be unreasonably withheld, conditioned, or delayed.

14.5 Exclusions.

You are **not** responsible for Losses to the extent they arise from Viteon Health's (i) gross negligence or willful misconduct, or (ii) material breach of these Terms.

14.6 Survival.

This Section 14 survives any termination or expiration of your Membership or these Terms.

15 DISPUTE RESOLUTION & GOVERNING LAW

15.1 Informal Resolution First

Before filing any claim, you agree to email info@viteonhealth.com with "Dispute Notice" in the subject line and a brief description of the facts and relief sought. The parties will attempt in good faith to resolve the dispute within **thirty (30) days**. If no resolution is reached, either party may proceed under § 15.2.

15.2 Binding Arbitration

1. **Scope.** Except for the claims listed in § 15.3, **any dispute, claim, or controversy** arising out of or relating to the Services, these Terms, or their breach ("**Dispute**") shall be resolved by **final, binding arbitration** under the authority of the **Federal Arbitration Act (9 U.S.C. §§ 1 et seq.)**.
2. **Administrator & Rules.** Arbitration will be administered by the **American Arbitration Association ("AAA")** under its **Consumer Arbitration Rules and Healthcare Payor Provider Arbitration Rules** then in effect (collectively, "**AAA Rules**"), as modified by this Section.

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3. **Filing & Location.** The arbitration demand must be filed with the AAA and served on the other party. The **seat and hearing locale** will be **Salt Lake County, Utah**, unless the parties agree otherwise or the arbitrator orders a remote or hybrid format.
4. **Single Arbitrator; Expertise.** The tribunal will consist of **one arbitrator** licensed to practice law and familiar with healthcare transactions. If the parties cannot agree on an arbitrator, the AAA will appoint one under its strike-and-rank method.
5. **Confidentiality.** All arbitration proceedings, filings, and awards are **confidential** except as required for judicial confirmation, enforcement, or disclosure to professional or regulatory bodies.
6. **Costs & Fees.** AAA filing and arbitrator fees will be allocated per the AAA Rules. If those rules classify you as a **consumer**, Viteon Health will pay arbitration fees that exceed the filing fee you would have paid to file the same claim in Utah state court. The arbitrator may award attorneys' fees and costs to the prevailing party where authorized by law.
7. **Authority & Award.** The arbitrator may award any relief that a Utah state court could grant, consistent with these Terms. The award will include a written statement of decision and is **final and binding** on the parties, except for review on the grounds permitted by the FAA.
8. **Judgment on Award.** Judgment on the award may be entered in any court having jurisdiction.

15.3 Claims Not Subject to Arbitration

- **Small-Claims Court.** Either party may bring an individual action in a court of limited jurisdiction (\leq \$11,000 in Utah small-claims) for matters within that court's competence.
- **Equitable Relief.** Either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect its **intellectual-property rights, trade secrets, or confidentiality obligations** (including HIPAA-protected data) without first engaging in arbitration or informal resolution.

15.4 Class-Action Waiver

ALL DISPUTES MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS. No party may serve as a class representative or participate as a class member in any putative class, mass, collective, or representative proceeding (including a private-attorney-general action) unless such waiver is deemed unenforceable by a court of competent jurisdiction.

15.5 Governing Law & Venue

These Terms and any Dispute are governed by **the laws of the State of Utah**, without regard to conflict-of-law rules. For matters that proceed in court under § 15.3 or to enforce an arbitral award, the exclusive venue shall be the **state or federal courts located in Salt Lake County, Utah**, and the parties **irrevocably submit** to those courts' personal jurisdiction.

15.6 Severability

If any provision of this Section 15 is found unenforceable, that provision will be severed, and the remaining arbitration agreement will be enforced to the maximum extent permitted by law.

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15.7 Survival & Modification

This Section 15 **survives** any termination or expiration of the Membership or these Terms. Viteon Health may modify this Section **only on 30 days’ prior notice** posted to the Site; any modification will apply prospectively and not to claims already filed.

16 TECHNOLOGY & SECURITY

16.1 Administrative, Technical & Physical Safeguards.

Viteon Health maintains a documented information-security program that includes, at a minimum:

Safeguard	Key Elements
Encryption	AES-256 encryption at rest, TLS 1.3 encryption in transit for all PHI and payment data.
Access Controls	Role-based, least-privilege access; enforced MFA for all workforce accounts and privileged vendor accounts.
Audit Logs & Monitoring	Continuous logging of EHR, portal, and network activity; automated alerting for anomalous events.
Risk Analysis & Pen-Testing	HIPAA Security Rule risk assessment and third-party penetration testing at least annually .
Patch & Change Management	Critical security patches applied within 48 hours; restricted change windows.
Business Continuity / Disaster Recovery	Encrypted backups stored off-site; quarterly restore testing; RPO ≤ 24 h, RTO ≤ 8 h.
Vendor Management	Security reviews and BAAs (where required) for all Third-Party Services (Canvas, Zoom, Twilio, etc.).

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16.2 No Absolute Guarantee.

While Viteon employs industry-standard safeguards, **no Internet or mobile transmission is ever 100 % secure**. By using the Services, you accept this inherent risk and agree that the limitations of liability in § 13 apply.

16.3 Your Security Obligations.

You agree to:

- Maintain up-to-date operating systems, browsers, antivirus/anti-malware software, and device encryption.
- Use only secure, password-protected Wi-Fi or cellular networks; avoid public networks when transmitting PHI.
- Safeguard login credentials and enable local device lock screens or biometric access.
- Refrain from uploading PHI about others unless you have their written authorization (§ 8).
- Immediately notify us at info@viteonhealth.com with the subject line “**Security Disclosure.**” if you suspect unauthorized access to your Account or PHI.

16.4 Vulnerability-Disclosure Program.

We welcome good-faith security research.

1. **Report Method.** Email info@viteonhealth.com with subject line “**Security Disclosure.**”
2. **Safe-Harbor Conditions.** To qualify for safe harbor you must:
 - (a) comply with all applicable laws and **never** access, modify, or delete data you do not own;
 - (b) avoid service disruption (no denial-of-service or social-engineering attacks); and
 - (c) give us **reasonable time (30 days)** to remediate before public disclosure.
3. **No Compensation.** We may acknowledge researchers but do **not** guarantee monetary rewards.

Unauthorized scanning or exploitation outside these parameters violates § 8 and may result in legal action.

16.5 Data Retention & Destruction.

PHI is retained for **at least ten (10) years** after the last patient encounter or longer if required by law. When no longer needed, data is destroyed via NIST SP 800-88-compliant methods.

16.6 Cookies, Tracking & De-Identification.

We use cookies and third-party analytics in accordance with the Privacy Policy and OCR Tracking-Technology Bulletin. PHI is not transmitted to ad-tech vendors without either (a) a HIPAA-compliant BAA **or** (b) your written authorization.

16.7 Incident Response.

In the event of a suspected or confirmed breach of unsecured PHI, Viteon will follow its incident-response plan, notify affected individuals and regulators as required by HIPAA/HITECH, and document remediation efforts.

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16.8 Survival.

This Section 16 survives termination or expiration of your Membership and these Terms.

16.9 Accessibility & Accommodation

Viteon Health is committed to digital inclusion and strives to make the Website, Member Portal, and Telehealth Platform conform to **WCAG 2.1 Level AA** guidelines. We run **automated and manual assistive-technology tests at least twice per calendar year**—including screen-reader, keyboard-only, and color-contrast audits—and we remediate identified critical issues **within 30 days** or, where not technically feasible, provide an equally effective alternative. If you experience a barrier or require an auxiliary aid, please email info@viteonhealth.com with the subject line “**Accessibility**” (or call +1 435-500-0889). We will acknowledge your request within **two (2) business days** and work with you in good faith to ensure access.

17 MODIFICATIONS TO TERMS

17.1 Right to Modify.

Viteon Health may amend, update, or replace these Terms, the Privacy Notices, and any incorporated policies from time to time to reflect changes in law, technology, business practices, or Service offerings.

17.2 Definition of “Material Change.”

For purposes of this Section, a “**Material Change**” means any amendment that:

- (a) reduces your contractual or statutory rights,
- (b) increases your financial obligations (other than fee changes governed by § 6),
- (c) materially alters the dispute-resolution process, or
- (d) changes the scope of Covered Services or Bundled Diagnostics in a way that materially impacts value.

17.3 Notice of Changes.

We will provide notice of any Material Change by (i) posting the revised Terms on the Site **and** (ii) sending an email or secure-portal message to the address on file **at least thirty (30) days** before the effective date (“**Change Notice Period**”). Non-material changes may be posted without individualized notice.

17.4 Member Opt-Out.

If you object to a Material Change, you may cancel your Membership during the Change Notice Period by following the steps in § 11. Cancellation is effective on the earlier of (a) the date you notify us, or (b) the effective date of the new Terms. Refund eligibility, if any, is determined under § 11.

17.5 Continued Use = Acceptance.

Your continued access or use of the Services **after** the effective date of a Material Change constitutes your acceptance of the revised Terms.

17.6 No Retroactive Change to Dispute-Resolution for Pending Claims.

For any Dispute filed **before** the effective date of a Material Change to § 15 (Dispute Resolution), the version of § 15 in effect at the time the Dispute was filed will control unless the parties agree otherwise in writing.

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17.7 Updates to Privacy Notices.

Changes to the Privacy Policy or HIPAA Notice of Privacy Practices will be made in accordance with applicable law and will become effective as stated in those documents. If a Privacy-Notice change is also a Material Change under § 17.2, the Change Notice Period and opt-out rights in §§ 17.3–17.4 apply.

17.8 Severability & Survival.

If any portion of this Section 17 is held unenforceable, the remaining provisions will remain in full force. This Section survives any termination or expiration of your Membership or these Terms.

• 18 CONTACT INFORMATION

Purpose	How to Reach Us	Details
General Legal & Compliance	Email	info@viteonhealth.com <i>Subject line: “Legal”</i>
Privacy & HIPAA Inquiries (access, amendment, breach notices)	Email	info@viteonhealth.com <i>Subject line: “Privacy”</i>
Security / Vulnerability Disclosure	Email	info@viteonhealth.com <i>Subject line: “Security”</i>
Copyright (DMCA) Notices	Email	info@viteonhealth.com <i>Subject line: “Copyright”</i>
	Mail	DMCA Designated Agent Viteon Health, PLLC (DMCA-1063938) 570 Aspen Dr. Park City, UT 84098 USA

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Certified or Registered Mail
(service of process,
arbitration notice)

Mail

Viteon Health, PLLC

Attn: Legal Department

570 Aspen Dr.

Park City, UT 84098 USA

Telephone (non-emergency)

Phone

+1 (435) 500-0889

Mon–Fri 9 a.m.–5 p.m. MT

Medical Emergencies

911

*The Services are **not** for
emergencies. Dial 911 or go to
the nearest ER.*

- **Note:** Email is **not** a secure channel for transmitting Protected Health Information (PHI). Whenever possible, use the secure messaging features in the Telehealth Platform for PHI-related matters.

19 INCORPORATION BY REFERENCE & DOCUMENT HIERARCHY

19.1 Incorporated Documents.

The following documents are hereby **incorporated by reference** and made part of these Terms as though fully set forth herein:

- **Privacy Policy** (consumer-privacy notice),
- **HIPAA Notice of Privacy Practices (“NPP”)**,
- **Telehealth Consent & Authorization** you sign in the EHR,
- **Exhibit A – Bundled Diagnostics & Vendor Pricing** (as amended from time to time),
- **Exhibit B – Administrative & No-Show Fee Schedule**, and
- Any **additional written policies** posted on the Site that expressly state they are incorporated into the Terms (e.g., a future Mobile-App Policy or Rewards Program Terms).

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19.2 Order of Precedence.

If there is any inconsistency or conflict between these Terms and an incorporated document, the documents will control in the following descending order, **but only with respect to the conflicting subject matter**:

1. **HIPAA Notice of Privacy Practices** (controls all matters related to Protected Health Information),
2. **Telehealth Consent & Authorization**,
3. **Privacy Policy** (controls non-PHI personal-data issues),
4. **These Terms of Service**,
5. **Exhibit A** and **Exhibit B**,
6. Any other incorporated policy or notice.

19.3 Acceptance.

Your acceptance of these Terms under § 1 constitutes **simultaneous acceptance** of each incorporated document, as they may be updated under § 17 (Modifications to Terms).

19.4 Independent Effect.

To the extent an incorporated document grants rights to third parties (e.g., HIPAA rights to access or amend PHI), nothing in these Terms shall limit those third-party rights.

19.5 Survival.

This Section 19 survives any termination or expiration of your Membership or these Terms.

20 MISCELLANEOUS

20.1 Entire Agreement. These Terms, the Privacy Policy, HIPAA NPP, Telehealth Consent, and Exhibits constitute the **entire agreement** between you and Viteon Health and supersede all prior agreements on the same subject.

20.2 Assignment. You may **not** assign or transfer the Agreement without Viteon's prior written consent. Viteon may assign to an affiliate or in connection with a merger, acquisition, or sale of assets.

20.3 Force Majeure. Viteon is not liable for any failure to perform due to causes beyond its reasonable control, including natural disasters, acts of war, terrorism, riots, labor disputes, utility failures, or Internet outages.

20.4 Severability & Waiver. If any provision is held unenforceable, the remainder will stay in effect. Viteon's failure to enforce any provision is **not** a waiver of future enforcement.

20.5 Headings. Section headings are for convenience only and have no legal effect.

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20.6 Relationship. Nothing in the Agreement creates a joint venture, partnership, or employer-employee relationship between you and Viteon.

20.7 Export & Sanctions Compliance. You represent you are not on any U.S. Government denied-party list and will not use the Services in embargoed countries or for prohibited end uses.

20.8 Electronic Communications. Notices and disclosures sent electronically satisfy legal-writing requirements.

EXHIBIT A BUNDLED DIAGNOSTIC PANELS & VENDOR PRICING

(Effective _____ 2025 · Last updated _____ 2025)

Diagnostic	Vendor	CPT / Billing Code*	Frequency Included	Cash Price Paid by Viteon**	Member Out-of-Pocket	Network Status***
Galleri® Multi-Cancer Early-Detection Test	GRAIL, Inc.	0295U	1 × per 12 mo	\$ 949	\$ 0	OON
Whole-Body MRI (head-to-mid-thigh)	Prenuvo® or Ezra®	Global MRI package (e.g., 70551, 71552, 72197)	1 × per 24 mo	\$ 2,499	\$ 0	OON
TruAge® Epigenetic Aging Panel	TruDiagnosti c	81479	1 × per 12 mo	\$ 299	\$ 0	OON

* **CPT / Billing Codes.** Codes are provided for reference only and may vary by radiologist or laboratory interpretation.

** **Cash Price Paid by Viteon.** Includes vendor shipping, sample-collection kit (if applicable), and standard reporting fees. Viteon earns **no profit or rebate** on these pass-through costs (§ 7.3).

*** **Network Status.** “OON” = Out of Network with most commercial insurers as of the effective date. Reimbursement is unlikely unless your plan expressly covers wellness or investigational diagnostics (§ 7.4).

**** **Laboratory-developed tests.** Some tests are currently offered as laboratory-developed tests (LDTs) not yet cleared or approved by FDA. Results should be interpreted in clinical context.

VITEON HEALTH, PLLC — TERMS OF SERVICE

EXHIBIT B ADMINISTRATIVE & NO-SHOW FEE SCHEDULE

(Effective _____ 2025 · Last updated _____ 2025)

Fee Type	Trigger	Amount	Refundable?
Late Cancellation	Appointment cancelled < 24 h before start time	\$ 50 (Core) • \$ 75 (Concierge) • \$ 100 (Executive)	No
No-Show	Missed appointment without notice	\$ 100 flat	No
Returned Payment / Chargeback	ACH or card dispute resolved in Viteon’s favor	Bank fee + \$ 35 admin	No
Medical-Record Copy > 25 pages	HIPAA record request beyond free threshold	\$ 0.25/page + postage	Yes (if request withdrawn before prep)
Expedited Prior Auth	Rush appeal for insurer decision (< 48 h)	\$ 75	No

Note: Fees may be updated by modifying this Exhibit alone (§ 6.1, § 17).
All amounts are due upon invoicing and may be auto-debited via your payment method on file.