

# Terms and Conditions

Last updated: Jul 15, 2024

**BY CLICKING “I AGREE,” CHECKING A RELATED BOX TO SIGNIFY YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE SERVICE (AS DEFINED BELOW) OR OTHERWISE AFFIRMATIVELY ACCEPTING THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO CLICKS ON THE “I AGREE” BUTTON OR OTHERWISE INDICATES ACCEPTANCE TO THESE TERMS AND CONDITIONS ON YOUR BEHALF.**

**ARBITRATION NOTICE: UNLESS YOU TIMELY OPT-OUT OF ARBITRATION IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, YOU AGREE THAT DISPUTES BETWEEN YOU AND US OR YOU AND THE MEDICAL GROUPS OR PROVIDERS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS FURTHER SET FORTH BELOW. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.**

**IF YOU HAVE A MEDICAL EMERGENCY, SEEK IN-PERSON EMERGENCY CARE IMMEDIATELY OR DIAL 911. THE SERVICE IS NOT APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS. THIS AGREEMENT IS SUBJECT TO CHANGE AS PROVIDED HEREIN.**

StitchRX, LLC and/or its subsidiaries (collectively, “StitchRX,” “we,” or “us”) owns and operates the websites located at <https://www.stitchrx.com/> and may have previously, now or in the future own and/or operate a “StitchRX” mobile application (collectively, the “Platform”). Your access and use of the Platform, any part thereof, or anything associated therewith, including its content (“Content”), any products or services provided through the Platform or otherwise by StitchRX, and any affiliated website, software or application owned or operated by StitchRX (collectively, including the Platform and the Content, the “Service”) are governed by these Terms and Conditions (“Terms and Conditions” or “Agreement”).

Please read this Agreement carefully because it sets forth the important terms you will need to know about the Service. In this Agreement, the terms “you” and “yours” refer to the person using the Service, or in the case of a use of the Service by or on behalf of a minor, “you” and “yours” refer to and include (i) the parent or legal guardian who provides consent to the use of the Service by such minor or uses the Service on behalf of the minor, and (ii) the minor for whom consent is being provided or on whose behalf the Service is being utilized. Please see the “Limited Use and Availability” Section of this Agreement for more information regarding use of the Service by minors and applicable limitations on such use. Notwithstanding the foregoing, the Service is not intended for individuals under the age of eighteen (18) and individuals under the age of eighteen (18) are prohibited from using all or any part of the Service or entering into this Agreement, even if a parent or legal guardian would be willing to provide consent to use of the Service or this Agreement. Please contact us at [support@stitchrx.com](mailto:support@stitchrx.com) if you are a parent or legal guardian of an individual under the age of eighteen (18) who you believe has used the Service without your consent.

### **Acceptance of Terms and Conditions**

Your access to and use of the Service is subject to this Agreement, as well as all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Service or any information or Content provided through the Service, except as necessary to review this Agreement. The Service is continually under development, and we reserve the right to revise or remove any part of this Agreement or the Service in our sole discretion at any time and without prior notice to you. Any changes to this Agreement are effective upon posting to the Platform. Unless otherwise indicated, any new Content added to the Service is also subject to this Agreement upon posting to the Platform. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of the Service. Your continued use after a change to this Agreement has been posted constitutes your acceptance of this Agreement as modified by such changes.

### **Your Relationship with Us**

We make available to individuals who register as users of the Service (“Users”) certain products and services sold or offered by StitchRX or by third-party medical providers, pharmacies, or other vendors via our Service. Our Service provides access to prescription fulfillment services offered by the following pharmacies: **RedRock Pharmacy**. You agree and understand that your prescription(s) may be filled by and transferred between any of the Pharmacies, and agree that the Service may do so on your behalf. We are licensed and available in all 50 US states. By accepting this Agreement, you acknowledge and agree that any services you receive from the Labs, Pharmacies, Medical Groups or Providers through the Platform are also subject to this Agreement, and that the Labs, Pharmacies, Medical Groups and Providers are third-party beneficiaries of this Agreement.

We do not control or interfere with the practice of medicine or mental health care by the Medical Groups or any Providers, each of whom is solely responsible for directing the medical care, mental health care, and/or treatment they provide to you. By accepting this Agreement, you acknowledge and agree that StitchRX is not a healthcare provider and that by using the Service, you are not entering into a doctor-patient or other health care provider-patient relationship with StitchRX. By using the Service, you may, however, be entering into a

doctor-patient or other health care provider-patient relationship with the Medical Group and/or one or more Providers. Further, we do not control or interfere with any professional service provided by the Labs and Pharmacies, each of which is solely responsible for their provision of professional services rendered via the Service.

By accepting this Agreement, you acknowledge and agree that the Medical Group and/or Providers may send you messages, reports, and emails via the Service regarding your diagnosis and/or treatment. You understand and agree that StitchRX is not responsible for the security or privacy of communications services you use to receive the aforementioned messages, reports, and emails sent via the Service. You further understand and agree that it is your sole responsibility to monitor and respond to these messages, reports, and emails and that neither StitchRX nor the Medical Group nor any Provider will be responsible in any way and you will not hold StitchRX, the Medical Group or any Provider liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or for your failure to comply with any treatment recommendations or instructions from the Medical Group or your Provider(s).

While you are not establishing a doctor-patient or other health care provider-patient relationship with StitchRX, by using the Service, you are establishing a direct customer relationship with StitchRX to use the Service, including the purchase of any non-prescription products or non-medical services sold directly to you by StitchRX via the Service. In connection with such relationship, you may provide to us, or cause to be provided to us on your behalf, personal information, including health information, that is subject to use by us in accordance with our Privacy Policy. Please refer to the "Privacy Policy" section and the "Protected Information" section below for additional information.

#### **Notice Regarding Your Financial Responsibility for Services**

StitchRX and the Medical Groups are not enrolled with, and are not participating providers with, any federal or state healthcare programs (i.e., Medicare, Medicaid) for the provision of any health care or mental health services or supplies and, as such, neither you nor StitchRX or the Medical Groups may receive payment from such programs for the services or products provided to you by StitchRX or the Medical Groups. Further, to the extent that any of the Labs, Pharmacies, or Providers may be enrolled in federal or state healthcare programs, the means through which the services and products are provided or made accessible through the Service typically precludes such services and products from being covered benefits under these programs. By choosing to use the Service, you are specifically choosing to obtain products and services on a cash basis outside of any federal or state healthcare program. Thus, you are solely responsible for the costs of any service or product provided to you.

By agreeing to use the Service, you acknowledge and agree that (1) you are explicitly choosing to obtain products and services on a cash basis outside of any federal or state healthcare program and you have sole financial responsibility for all services or products provided to you by or through the Service, and (2) neither you nor StitchRX, the Labs, the Pharmacies, the Medical Groups or the Providers will submit a claim for reimbursement to any federal or state healthcare program for the costs of the services and products provided to you through the Service.

#### **Subscription Products and Services**

Certain products and services available for purchase through the Service require that you purchase the product and/or service on an automatically renewing subscription basis. For subscription-based products and services, your payment device will be automatically charged at regular intervals as described for that product or service during the checkout process until you cancel your subscription. We and/or the Providers may, but are not required to, perform outreach to you from time to time via the Service to request updates to your information and to facilitate ongoing subscriptions. You may cancel a subscription at any time up to forty-eight (48) hours before the applicable renewal processing date of your subscription through the Service, by emailing [support@stitchrx.com](mailto:support@stitchrx.com) directly requesting a cancellation, or by calling 650-450-8821 to cancel, or through your online account. Cancellation will take effect at the end of the current subscription period. We do not offer refunds for partially used subscription periods, although we may provide refunds on a case-by-case basis in our sole and absolute discretion. We may also offer you the ability to pause your subscription for a specified period of time. If you do not cancel before the end of the pause period, charging to your payment device will resume automatically.

In order to simplify the user experience through the Service, you will only see and be required to pay a single “total” subscription price. However, if a subscription product you purchase required a consultation with a Provider, includes a prescription product that you fill through one of the Pharmacies and/or includes mental health services, then the total price you pay includes the amounts charged for use of the Service, as well as amounts charged by the Pharmacy for the prescription drug and the amount charged by the Medical Group for the services of the Provider, as applicable, which amounts are collected on behalf of and paid to the Pharmacies and Medical Groups, respectively.

### **Prescription Products**

Certain products available through the Platform require a valid prescription by a licensed healthcare provider. You will not be able to obtain a prescription product unless you have completed a consultation with one of the Providers, the Provider has determined the prescription product is appropriate for you and the Provider has written a prescription.

If a Provider determines a prescription product is appropriate for you and writes a prescription, you will receive information about your options for filling the prescription. Certain prescriptions can be filled through one of the Pharmacies by using the Platform (or you may fill the prescription at any pharmacy of your choice as prompted during your use of the Service or emailing [support@stitchrx.com](mailto:support@stitchrx.com)). Prescriptions may also be transferred among the Pharmacies without notice. Prescriptions fulfilled by the Pharmacies do not use child-resistant packaging and prescription products will not be dispensed in child-resistant containers.

Some prescriptions are not available through the Pharmacies or must be filled by a local pharmacy of your choice as prompted during your use of the Service, including prescriptions used for many common primary care conditions.

If you complete a consultation with a Provider and fill a prescription through one of the Pharmacies, the prescription product is shipped to you by the applicable Pharmacy and the costs associated with the prescription are included in the total charged to you by the Service as described in the “Subscription Products” section above. If you fill a prescription with a pharmacy other than the Pharmacies, the Service will send the prescription to your selected pharmacy, but

you will be responsible for picking up or otherwise obtaining the prescription product and paying the pharmacy directly for the cost of the prescription product.

Prescription products available through the Platform are “Third-Party Goods and Services” as described in the Third-Party Goods and Services section of this Agreement.

### **Laboratory Products and Services**

Certain laboratory products services available through the Platform, including at-home testing kits and services, require a valid prescription or order by a licensed healthcare provider. You will not be able to obtain such laboratory services unless you have completed a consultation with one of the Providers, the Provider has determined the laboratory product and/or service is appropriate for you and the Provider has prescribed or ordered the laboratory product and/or service.

Currently, laboratory products and services offered through the Platform can only be ordered and fulfilled through the Labs and are not available through local laboratories. If you receive laboratory products and/or services from a Lab through the Platform, the applicable testing materials are shipped to you by the applicable Lab, and the costs associated with the laboratory products and services are included in the total charged to you by the Service.

Laboratory products and services available through the Platform are “Third-Party Goods and Services” as described in the Third-Party Goods and Services section of this Agreement.

### **Limited Use and Availability**

Our Service is currently only available to individuals who are located in states in which we offer the Service, are at least eighteen (18) years of age or older, or at least the age of majority in their jurisdiction of residence, if higher than eighteen (18), and who have accepted this Agreement; provided, however, that individuals who are located in the states in which we offer the Service and are at the ages of 18 may use the Service for the sole purpose of obtaining a medical consultation for the treatment of acne using topical skincare products (to the extent available through the Service) if a parent or legal guardian provides consent to such use in accordance with the requirements set forth in this Agreement and the Service. By visiting, accessing, registering with or using the Service, you are (a) representing and warranting to us that you are either (1) at least eighteen (18) years of age or older or at least the age of majority in your jurisdiction of residence, if higher than eighteen, or (2) at least eighteen (18) years of age, have obtained consent from your parent or legal guardian to use the Service, and will use the Service for the sole purpose of obtaining a medical consultation for the treatment of acne, (b) if you are a parent or legal guardian providing consent for an individual minor who is under the age of eighteen (18) (or such higher age of majority under applicable state law), representing and warranting to us that you are the parent or legal guardian for such minor and have all legal power and authority to provide consent for the use of the Service by such minor,

(c) representing and warranting to us that when you use the Service to consult with a Provider, you are located in the same state as the shipping address you provide in your account at the time that you conduct such consultation, (d) agreeing to comply with all applicable laws in visiting, accessing, registering with our using the service, and (e) agreeing that you will only use the Service for lawful purposes. Our Service is subject to state regulations and may change from time to time due to changes in applicable regulatory requirements. Certain products available through the Service are subject to additional age restrictions, and not all products or services are available to all ages.

In some cases, the Service may not be the most appropriate way for you to provide information to, communicate with or seek medical and/or mental health care and treatment from a healthcare provider or mental health professional. For example, certain medical conditions may require an in-person procedure or a healthcare provider other than your Provider, or your Provider may determine that your diagnosis and/or treatment requires an in-person office visit or are otherwise not appropriately addressed through use of the Service. In such a case, you may receive notification that you will be unable to use the Service for the particular issue you submitted with additional information regarding next steps.

### **Consent to Use of Telehealth Services**

Telehealth involves the delivery of health and mental health care services using electronic communications, information technology or other means between a healthcare provider or mental health professional and a patient who are not in the same physical location. While the provision of health and mental 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 a substitute for in-person care in all cases. In order to use the Service, you will be required to review and agree to an informed consent regarding the use of telehealth (the "Patient Consent") that will be provided to you via the Service. You agree that StitchRX is a third-party beneficiary of the Patient Consent and has the right to enforce it against you.

### **Duty to Provide Information, Access, and Connectivity**

You are responsible for providing and maintaining, at your own risk, option and expense, appropriate software and hardware capabilities (consistent with any technical, quality or other requirements described in the Service) to enable use of the Service, including but not limited to, a computer or mobile device with a video camera and Internet access. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service. You also have a duty to provide truthful, accurate and complete information in any forms or other communications you submit to or through the Service. We reserve the right to change the access configuration, including any software, hardware or other requirements of the Service at any time without prior notice. [Privacy Policy](#)

StitchRX understands the importance of confidentiality and privacy regarding your personal information. Please see our [Privacy Policy](#) for a description of how we may collect, use and disclose your personal information.

### **Protected Health Information**

When you set up an account with StitchRX, you are creating a direct customer relationship with StitchRX that enables you to access and/or utilize the various functions of the Service as a user. As part of that relationship, you provide information to StitchRX, including but not limited to your name, email address, shipping address and phone number, that we may collect, use and disclose in accordance with our [Privacy Policy](#), and that we do not consider to be "health" or "medical" information.

However, in using certain components of the Service, you may also provide certain medical information that may be protected under applicable laws. StitchRX is not a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA"). One or more of the Labs, Pharmacies or Medical Groups may or may not be a "covered entity" or "business associate" under HIPAA, and StitchRX may in some cases be a "business

associate” of a Lab, Pharmacy or Medical Group. It is important to remember that, while state-specific privacy laws may apply, HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with StitchRX, the Medical Groups, the Providers, the Labs, or the Pharmacies. To the extent StitchRX is deemed a “business associate” however, and solely in its role as a business associate, StitchRX, may be subject to certain provisions of HIPAA with respect to “protected health information,” as defined under HIPAA, that you provide to the Labs, Pharmacies, or Medical Groups ( “PHI”). In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, “Protected Information”), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under our Privacy Policy. Protected Information does not include information that has been de-identified in accordance with HIPAA.

The Medical Groups and Providers have adopted a Notice of Privacy Practices that describes how they use and disclose Protected Information. By accessing or using any part of the Service, you are acknowledging receipt of the Notice of Privacy Practices from your Medical Group and Provider(s).

By using the Service, you are agreeing that even if HIPAA does apply to StitchRX, the Medical Groups, the Providers, the Labs, or the Pharmacies, any information that you submit to StitchRX that is not intended and used solely for the provision of diagnosis and treatment by the Medical Group and Providers or prescription fulfillment by the Pharmacies or laboratory services by the Labs, is not considered Protected Information, and will only be subject to our Privacy Policy and any applicable state laws that govern the privacy and security of such information.

### **Registration; User Accounts, Passwords, and Security**

You are obligated to register and set up an account in the Platform in order to access the Service, and the Service is available only to Users who have registered and have been granted accounts with usernames and passwords. For purposes of clarity, information you provide to StitchRX in order to register and set up an account on the Platform, including name, username, email address, shipping address and phone number, are not considered Protected Information for purposes of the Protected Health Information section above. You agree to accurately maintain and update any information about yourself that you have provided to StitchRX, a Medical Group or its Providers, the Labs or the Pharmacies. If you do not keep such information current, or fail to submit truthful, accurate and complete information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and your use of the Service. You also agree to immediately notify StitchRX of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Service by emailing StitchRX at [support@stitchrx.com](mailto:support@stitchrx.com) In addition, you agree to keep confidential your username and password and to exit from your User account at the end of each session. StitchRX explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else’s account at any time.

When establishing an account, you will be required to provide a username and password that will be used as your login for your account. To help protect the privacy of data you transmit through the Service, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology. In addition, we take steps to protect the User data we collect against unauthorized access. However, you should keep in mind that the Service and our services are run on software, hardware, and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. In addition, persons with access to your computer, phone, or other mobile or other devices may be able to access the Service and information about you, including medical information, contained in the Service. It is your responsibility to affirmatively logout from your account when you are not actively using it. It is also your responsibility to secure and prevent unauthorized physical access to your computer, phone and other devices, and to protect the confidentiality of your username and password. You must exercise caution, good sense, and sound judgment in using the Service. You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you. StitchRX may investigate any alleged or suspected violations and if a criminal violation is suspected, StitchRX may cooperate with law enforcement agencies in their investigations.

#### **Use and Ownership of the Service**

The Service and the information and Content available through the Service are protected by copyright laws throughout the world. Subject to this Agreement, StitchRX grants you a limited, non-transferable, revocable license to access and use the Service for your personal use. Unless otherwise specified by StitchRX in a separate license, your right to use any of the Service or the Content is subject to this Agreement and all rights in the Service and Content are reserved by StitchRX. You agree that StitchRX and its suppliers own all rights, title and interest in the Service (including but not limited to, any computer code, themes, objects, concepts, photographs, product descriptions, blog posts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. StitchRX' stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Service are the trademarks of StitchRX and may not be used without permission, including in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

#### **License to Information Submitted via the Service**

Subject to any limitations on Protected Information described below, any information you transmit to StitchRX via the Service, whether by direct entry, submission, email or otherwise, including data, questions, comments, forum communications, or suggestions (collectively, "Submissions"), will, to the extent permitted under applicable law, be treated as non-confidential and non-proprietary. Subject to any applicable account settings that you select, you grant StitchRX a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license



to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Submissions (in whole or in part) for the purposes of operating and providing the Service to you and to our other users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Submissions has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not StitchRX, are responsible for all of Submissions that you provide to the Service. In addition to the foregoing, StitchRX shall have the right, in its sole discretion, to edit, duplicate, or alter the Submission in any manner for any purpose that StitchRX deems necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have in the Submission. You further agree that you shall have no right of approval and no claim to compensation in connection with the Submission.

If a Submission you make contains Protected Information, StitchRX's rights under this section with respect to the use or disclosure of such Protected Information will be limited as and to the extent required under applicable law.

### **Prohibited Use**

You are prohibited from using or attempting to use the Service (i) for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (iii) in any manner that could interfere with any other party's use and enjoyment of the Service, (iv) to gain unauthorized access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining or any other means, (v) to access systems, data, or information not intended by StitchRX to be made accessible to a user, (vi) to obtain any materials, or information through any means not intentionally made available by StitchRX, (vii) to reverse engineer, disassemble or decompile any section or technology on the Service, or (viii) for any use other than the business purpose for which it was intended.

In addition, in connection with your use of the Service, you agree you will not: (a) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or that may invade another's right of privacy or publicity; (b) create a false identity or duplicative accounts for the purpose of misleading others or impersonate any person or entity, including, without limitation, any StitchRX representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware or any other similar software or programs that may damage the operation of another's computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Service's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law; (i) upload or transmit any material that

infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Service by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Service or any related networks or systems; (m) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so;

(n) harvest or otherwise collect information about others, including email addresses; (o) use any robot, spider, scraper, or other automated or manual means to access the Service, or copy, download, distribute or reproduce any content or information on the Service; or (p) assist or permit any person in engaging in any of these activities.

StitchRX reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a User's access and/or account. StitchRX may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be provided in the Privacy Policy or prohibited by applicable law, StitchRX reserves the right at all times to disclose any information as StitchRX deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in StitchRX' sole discretion.

### **Right to Monitor**

StitchRX reserves the right to monitor general use of the Service at any time as it deems appropriate and to remove any materials that, in StitchRX' sole discretion, may be illegal, may subject StitchRX to liability, may violate this Agreement, or are, in the sole discretion of StitchRX, inconsistent with StitchRX' purpose for the Service.

### **Third-Party Goods and Services**

Parties other than StitchRX, including Labs, Pharmacies, Medical Groups and Providers, provide services or sell products through the Service (collectively, "Third-Parties"), and StitchRX may also make available to you for purchase certain services, devices, items or products manufactured, distributed or sold by Third-Parties ("Third-Party Goods and Services"). Your use of any Third-Party Goods 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. 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 are solely responsible for, and shall exercise caution, discretion, common sense and judgment in, using the Service and disclosing personal information.

You agree that StitchRX shall not be responsible or liable for any loss or damage of any sort incurred as the result of your use of the Service, including 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 StitchRX is under no obligation to become involved in such dispute, and you hereby release and indemnify StitchRX, and their respective corporate parents, subsidiaries, and

affiliates, and all of their respective contractors, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys (collectively, "StitchRX 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. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "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."

Certain of StitchRX' shareholders, directors, officers, employees, contractors or agents (collectively, "StitchRX Owners and Personnel") may have a financial interest in one or more Third-Parties and may profit from your use of the Third-Parties and/or the sale of Third-Party Goods and Services to you.

### **Terms of Sale**

All products offered for sale by StitchRX are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for products are subject to change at any time. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees ("Taxes") due with respect to your purchase of products or services through our Service. We will collect applicable Taxes if we determine we have a duty to collect Taxes. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. We are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes.

Only valid payment methods acceptable to us may be used to complete a purchase via the Service. You represent and warrant that you are authorized to use your designated payment method. You authorize us to charge your designated payment method for the total amount of your order (including any applicable taxes and shipping and handling charges). If your designated payment method is declined, we will attempt to process your charge until the transaction is approved. We and our third-party payment service providers may request, and may receive, updated payment card information from your payment card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment service providers, you agree we may update your account information accordingly, and will use such updated information to process payments for your future purchases and applicable subscription charges (including any applicable taxes, shipping and handling charges). Your payment card issuer may give you the right to opt out of providing vendors and third-party payment service providers with your updated card information. If you wish to opt out of your payment card's updating service,

you should contact your card issuer. We are not responsible for any fees or charges that your bank or payment card issuer may apply. If your bank or card issuer reverses a charge to your payment card, we may bill your account directly and seek payment by another method including a mailed statement.

If any of the products in your order are unavailable, we will only charge the prices, Taxes and other applicable charges associated with the products that are included in the shipment. In connection with any purchase you make through the Service, you may be asked to supply certain information relevant to the transaction, including, without limitation, your payment card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such information, you grant StitchRX without charge the irrevocable, unencumbered, universe-wide and perpetual right to provide such information (and any updated information we receive) to third parties (e.g., payment processing companies, buyers on the Service, sellers on the Service) for the purpose of facilitating the transaction. All credit card, debit card and other monetary transactions on or through the Service occur through an online payment processing application(s) accessible through the Service. This online payment processing application(s) is provided by StitchRX' third-party online payment processing vendor, **Stripe ("Stripe")**. Additional information about Stripe, its privacy policy and its information security measures (collectively, the "Stripe Policies") should be available on the Stripe website located at <https://stripe.com/us/privacy> or by contacting Stripe directly. Reference is made to the Stripe Policies for informational purposes only and are in no way incorporated into or made a part of this Agreement. StitchRX' relationship with Stripe, if any, is merely contractual in nature, as Stripe is nothing more than a third-party vendor to StitchRX and is in no way subject to StitchRX' direction or control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

You agree to pay any shipping and handling charges, if any, shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the Service, risk of loss or damage to a product passes to you upon delivery of the product to our designated carrier.

We reserve the right to remedy User issues and concerns on a case by case basis. We reserve the right, in our sole discretion, to resolve customer issues and concerns based on the facts and circumstances of each User.

### **Termination**

StitchRX may terminate your use of the Service or any of our features or services at any time and for any reason without notice, including, for example, for conduct violating this Agreement, if our agreement with the Medical Groups, Labs, or Pharmacies terminate or if we discontinue the Service. The provisions of this Agreement concerning Service security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, arbitration and resolution of Disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement or your relationship with StitchRX.

You agree that if your use of the Service is terminated pursuant to this Agreement, you will not attempt to use the Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold all StitchRX Parties harmless from any and all liability that any such StitchRX Parties may incur with respect thereto.

Except as otherwise provided in the Privacy Policy or as required by applicable law (including any obligation to provide access to health records), we have no obligation, whether before or after the termination of your use of the Service, to return or otherwise provide to you or any third party on your behalf any Content, any information you provide to us, any information your Providers provided to us about or relating to you, or any other information that we may have that relates to you.

### **Disclaimers**

Content and other information contained on the Service is provided by StitchRX as a convenience. Users relying on Content or other information from the Service do so at their own risk.

THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. ANY ACCESS TO OR USE OF THE SERVICE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. StitchRX AND EACH THIRD-PARTY OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICE, INCLUDING THE MEDICAL GROUPS, THE PROVIDERS, THE LABS, AND THE PHARMACIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO THE SERVICE, AND WITH RESPECT TO ANY INFORMATION, CONTENT, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICE OR THE PLATFORM. StitchRX DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF THE SERVICE. StitchRX DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL StitchRX BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES, PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR WRONGFUL DEATH, LOSS OF DATA, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE THROUGH THE SERVICE OR ANY SERVICES PERFORMED OR PRODUCTS OFFERED BY THIRD-PARTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT StitchRX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. StitchRX SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. \$1,000.

ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

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.

#### **Indemnification**

You agree to defend, indemnify, and hold StitchRX Parties and any Third Parties offering products or services through the Service, including the Medical Groups, Providers, Labs and Pharmacies, harmless from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Service, your fraud, violation of law, or willful misconduct, any breach by you of this Agreement or your violation of any rights of any other person or entity. We reserve the right to control the defense of any claim by a third-party for which we are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us.

#### **Notices**

Any notices to you from StitchRX regarding the Service or this Agreement may be made by email, a posted notice on the Service, or regular mail, in the sole discretion of StitchRX.

#### **Electronic Communications**

When you access or use the Service or send emails or SMS messages to us, any Medical Group or its Providers, you are communicating with us, the Medical Group and its Providers electronically. You consent to receive communications from us, the Medical Group and its Providers electronically. We will communicate with you via email, SMS messaging or through the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in this Agreement.

By opting in to StitchRX, you will receive marketing, promotional, and transactional messages from StitchRX. At any point, you can reply STOP to the number you are receiving messages from. We will send a final SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. You can reply HELP to the number you are receiving messages from, or you can reach help directly at [support@stitchrx.com](mailto:support@stitchrx.com) or 650-450-8821. Message frequency may vary. Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent or received.

See our Privacy Policy for more information ([Privacy Policy](#))

### **CAN-SPAM Act and Telephone Consumer Protection Act Compliance**

StitchRX and StitchRX Medical are committed to being compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM ACT") and the Telephone Consumer Protection Act ("TCPA"). You consent to receive text messages from us as set forth in Section 7, above (Consent to Receive Calls and Text Messages). Emails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM ACT and the TCPA. In the event you receive an email or text message from us which you do not believe is fully compliant with the CAN-SPAM ACT or the TCPA, please contact us immediately at the address listed below under the section "How to Contact Us." You shall not use or permit any of your employees, agents, or affiliates to market, promote, or solicit StitchRX products or services in ways that would violate the CAN-SPAM ACT, the TCPA or any other laws. You shall not: (a) infringe on the rights of others; distribute chain letters or unsolicited bulk electronic mail ("spamming"); (b) propagate computer worms or viruses; (c) use a false identity; (d) attempt to gain unauthorized entry to any site or network; or (e) infringe copyrights, trademarks, or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and regulated materials via the Internet. You agree to indemnify and hold StitchRX and its affiliates harmless for any and all acts found or suspected to be in violation hereof. You shall indemnify and hold StitchRX and its affiliates harmless against and from losses, damages, costs, and reasonable attorney fees incurred in defending or resolving any suits brought against StitchRX or any of its affiliates by anyone arising out of any alleged violation of any anti-spamming rules, regulations, laws, statutes. Your Account will be terminated for any of the above infractions. **Consent to Receive Calls**

By providing your phone number, you are agreeing to be contacted by or on behalf of StitchRX and StitchRX Medical at the number you have provided, including calls and text messages, to receive informational, Services related (e.g., progress tracking, prescription fulfillment, appointment reminders, etc.) and marketing communications relating to the Site and Services. You can opt-out of receiving further calls and text messages from us by going to the following link opt-out. Please note, that by withdrawing your consent, some Site features and certain Services may no longer be available to you.

### **Copyright**

It is StitchRX' policy to terminate use of the Service by any User who repeatedly infringes copyright upon prompt notification to StitchRX by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Service of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is

accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for StitchRX's Copyright Agent for notice of claims of copyright infringement is as follows: [support@stitchrx.com](mailto:support@stitchrx.com)

### **Entire Agreement**

This Agreement and any other agreements StitchRX may post on the Service or that you and StitchRX may execute from to time constitute the entire agreement between StitchRX and you in connection with your use of the Service and supersede any prior agreements between StitchRX and you regarding use of the Service, including prior versions of this Agreement.

### **Binding Arbitration / Class Waiver**

YOU AND WE EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND US OR ANY OF THE StitchRX PARTIES, ANY MEDICAL GROUPS, PROVIDERS, LABS, OR PHARMACIES ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO THE StitchRX PARTIES, THE PLATFORM, THE CONTENT OR THE SERVICE, OR ANY OTHER GOODS, SERVICES OR ADVERTISING BY StitchRX OR ANY OF THE StitchRX PARTIES, LABS, PHARMACIES, MEDICAL GROUPS, OR PROVIDERS, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THIS AGREEMENT (COLLECTIVELY "DISPUTES"), THAT IS NOT RESOLVED BY AN INFORMAL DISPUTE RESOLUTION CONFERENCE (AS DEFINED AND DESCRIBED BELOW), SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S CONSUMER ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY "RULES AND PROCEDURES"). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT, EXCEPT AS EXPRESSLY PROVIDED HEREIN. FOR PURPOSES OF THIS ARBITRATION AGREEMENT, "DISPUTE" WILL ALSO INCLUDE DISPUTES THAT AROSE OR INVOLVE FACTS OCCURRING BEFORE THE EXISTENCE OF THIS OR ANY PRIOR VERSIONS OF THE TERMS AND CONDITIONS AS WELL AS CLAIMS THAT MAY ARISE AFTER THE TERMINATION OF THESE TERMS AND CONDITIONS.

In the event a Dispute arises between us, we are committed to working with you to reach a reasonable resolution. You and we agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and we therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("Informal Dispute Resolution Conference"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("Notice"), which shall occur within 45 days after the



other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to us that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [support@stitchrx.com](mailto:support@stitchrx.com) or regular mail to our offices located at 254 CHAPMAN RD STE 208 20285 NEWARK, DE 19702. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. We will provide notice to your address on file. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

If you and we are unable to resolve a Dispute within 30 days after the applicable Informal Dispute Resolution Conference, either party may commence arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. Payment of arbitration costs will be governed by the AAA's fee schedule. Each party agrees to pay its own attorneys' fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys' fees and expenses.

The arbitration shall be conducted in East Elmhurst, New York, except that, in the event East Elmhurst, New York is not within 100 miles of your residence, the arbitration may be conducted within 100 miles of your residence, unless the parties agree otherwise in writing. The arbitrator's award shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction. These Terms and Conditions evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <https://www.adr.org>.

Notwithstanding anything to the contrary herein, to the extent the Dispute arises from: (a) a violation of either party's intellectual property rights in any manner; and/or (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; then you and the applicable StitchRX Party agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court in **East Elmhurst, New York**, and both parties agree to submit to the personal jurisdiction of such courts in connection with such proceedings. In addition to the foregoing, either you or we may assert an individual action in small claims court for Disputes that are within the scope of such court's jurisdiction in lieu of arbitration as long as such action remains in such court and advances only on an individual (non-class, non-representative) basis.

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement,

except as specified otherwise herein. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

YOU AND WE AGREE THAT, EXCEPT AS SPECIFIED HEREIN, ALL DISPUTES SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. NO PARTY MAY BRING ANY CLAIM SUBJECT TO ARBITRATION PURSUANT TO THIS AGREEMENT AS A PRIVATE ATTORNEY GENERAL, IN A REPRESENTATIVE CAPACITY, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE JOINED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. NO ARBITRATION SHALL BE CONSOLIDATED OR JOINED WITH ANY OTHER ARBITRATION EXCEPT AS SPECIFIED HEREIN. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a court decides by means of a final decision, not subject to any further appeal or recourse, that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for relief, then such claim or request for relief (and only that claim or request for relief) shall be severed from the arbitration and may be brought exclusively in the state or federal courts located in East Elmhurst, New York, subject to the parties' respective rights to appeal the decision. All other claims or requests for relief shall be arbitrated. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all claims between the parties remaining in arbitration are finally resolved. The parties agree to submit to the personal jurisdiction of the federal and state courts located in East Elmhurst, New York for purposes of resolving any claims or requests for relief severed from arbitration pursuant to this paragraph. This subsection does not prevent you or us from participating in a class-wide settlement of claims.

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are one hundred (100) or more individual arbitrations of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 arbitrations per batch (plus, to the extent there are less than 100 arbitrations left over after the batching described above, a final batch consisting of the remaining arbitrations); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that arbitrations are of a "substantially similar nature" if they arise out of or relate to the same event, act, omission, practice or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set

forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by us.

You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of arbitrations, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

You can opt out of the provisions of this Arbitration agreement that require the arbitration of Disputes within 30 days of the date that you first agree to any version of this Agreement that requires arbitration of disputes with StitchRX or any of the StitchRX Parties, Medical Groups, Labs, or Pharmacies. To opt out, you must send your name, residence address, and email address together with a clear statement that you want to opt out of the requirement to arbitrate disputes with the applicable party to: StitchRX, LLC 254 CHAPMAN RD STE 208 20285 NEWARK, DE 19702, ATTN: Arbitration Opt-Out. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us or any other StitchRX Parties.

Before you commence arbitration of a Dispute, you must provide us with a written Notice of Dispute that includes your name, residence address, username (if applicable) and email address associated with your User account (if applicable), a detailed description of the Dispute, and the relief you seek. Before we commence arbitration of a Dispute against you, we will provide a written Notice of Dispute to you with a detailed description of the Dispute and the relief we seek. Any Notice of Dispute you send to us should be mailed to StitchRX, LLC 254 CHAPMAN RD STE 208 20285 NEWARK, DE 19702 ATTN: Dispute Notice. Notwithstanding anything to the contrary in this Agreement, if we make any future material modification to any provisions of this Agreement that govern the arbitration or resolution of Disputes, such changes will not apply to any Dispute between you and us for which either party had previously provided a written Notice of Dispute to the other in accordance with this paragraph. Further, if we make any future material changes to the provisions of this Agreement that govern the arbitration or resolution of Disputes, you may reject such changes by sending a written notice of your rejection decision to us at StitchRX, LLC 254 CHAPMAN RD STE 208 20285 NEWARK, DE 19702, ATTN: Arbitration Opt-Out within 30 days of the effective date of such modifications. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and Conditions and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes, the provisions of this Arbitration Agreement as of the date you first accepted the Terms and Conditions (or accepted any subsequent changes to these Terms) remain in full force and effect. We will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms and Conditions.

Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect

and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

### **Governing Law; Venue; Severability of Provisions**

This Service is controlled and operated by StitchRX from our offices within California. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent applicable. Access to the Service from jurisdictions where the contents of the Service are illegal or penalized is prohibited. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California, without regard to any conflicts of law provisions.

All parts of this Agreement apply to the maximum extent permitted by law. Our failure to enforce any provision of this Agreement will not constitute a waiver of such right. We both agree that if we cannot enforce a part of this Agreement as written, then that part will be replaced with terms that most closely match the intent of the unenforceable part to the extent permitted by law.

Except as otherwise provided in this Agreement, the invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

### **No Agency Relationship**

Neither this Agreement, nor any Content, materials or features of the Service create any partnership, joint venture, employment, or other agency relationship between you and StitchRX, the Medical Groups, the Providers, the Labs or the Pharmacies. You may not enter into any contract on our behalf or bind us in any way.

### **Assignment**

You may not assign any of your rights under this Agreement, and any such attempt will be null and void. StitchRX may, in its sole discretion, assign or transfer, without further consent or notification, this Agreement or any or all of the contractual rights and obligations pursuant to this Agreement, in whole or in part, to any affiliate of StitchRX or to a third party in the event that some or all of the business of StitchRX is transferred to such other third party by way of merger, sale of its assets or otherwise.

### **Third Party Beneficiaries**

Any use of third-party software provided in connection with the Service, or any third-party Goods and Services accessed or used in connection with the Service, 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 this Agreement. In addition to this Agreement, your use of the Service must comply with all applicable third-party terms of agreement, if any.

Except for the foregoing or as otherwise specifically set forth in this Agreement, including with respect to the indemnification obligations contained herein in favor of StitchRX, the Medical Groups, the Pharmacies, the Labs, and the Providers and the agreement to arbitration, we hereby expressly agree that there is no intent by either party 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 this Agreement, that no third party shall have any right to enforce any right or enjoy any benefit that is created or established under this Agreement.

### **Contacting Us**

If you have any questions or concerns about this Agreement, please contact us by email at [support@stitchrx.com](mailto:support@stitchrx.com). We will attempt to respond to your questions or concerns promptly after we receive them.

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