

MyMeds® TERMS OF USE

Effective Date: March 31, 2023

YOU MUST READ THESE TERMS OF USE CAREFULLY.

MYMEDS PROVIDES AN ONLINE PLATFORM TO ALLOW YOU TO COMMUNICATE WITH A HEALTH CARE PROVIDER AND PHARMACY. MYMEDS DOES NOT PROVIDE HEALTHCARE SERVICES. THIS ONLINE PLATFORM DOES NOT REPLACE YOUR RELATIONSHIP WITH ANY PHYSICIAN. THESE SERVICES MAY NOT BE APPROPRIATE FOR YOUR MEDICAL CONDITIONS.

IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911.

BY ACCESSING OR USING THE SITE(S) OR SERVICES, YOU AGREE THAT YOU UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT OR CANNOT AGREE WITH ANY OF THESE TERMS OF USE, YOU ARE NOT AUTHORIZED OR PERMITTED TO USE THE SITE(S) OR ANY SERVICES.

THE TERMS OF USE ARE SUBJECT TO CHANGE SO YOU SHOULD READ THEM CAREFULLY EACH TIME TO ACCESS THE SITE(S) OR USE THE SERVICES.

INTRODUCTION

MyMeds.COM LLC (referred to as “MyMeds” “we”, “us”, or “our”) owns and operates the website(s) www.getupneeq.com, and www.upneeqdrops.com (the “Website(s)” or the “Site(s)”). The terms “you” or “yours” refer to the person accessing the Site(s) or using the Services.

The Site(s) are an online platform to enable providing the Services. The “Services” include (i) providing general information on topics of health care and wellness (“Content”); (ii) enabling registered users to access pharmacy services; (iii) telecommunications support to allow registered users to access health care providers who have a contractual relationship with MyMeds; (iv) gathering health care information from registered users; and (v) enabling payment for health care provider services, for pharmacy services, and use of the Site(s).

These **Terms of Use** describe your responsibilities in your use of the Site(s) and the Services. By accessing the Site(s) or using the Services, you agree to these Terms of Use, the Privacy Policies of MyMeds

<https://getupneeq.com/wp-content/uploads/2023/04/mymedsprivacypolicy.pdf>,

InnovaHealth, LLC dba InnovaScript

<https://getupneeq.com/wp-content/uploads/2023/04/innovascriptprivacypolicy.pdf>, the Consent to Telehealth, and all applicable laws and regulations. If you do not accept and agree to be bound by these Terms of Use, you are not authorized to access or otherwise use the Site(s), the Services or the Content.

MyMeds may change these Terms of Use from time to time without notice to you. These Terms of Use are as in effect on the Effective Date shown above. You should read these Terms of Use each time you visit the Site(s) or use the Services.

STATES WHERE WE OPERATE

You are not eligible to use our Site(s) or Services unless you are located in the **States Where We Currently Operate** listed at: <https://getupneeq.com/faq/>.

ELIGIBILITY

In order to be eligible to use the Services:

- You must be age 18 or over.
- You must be located in a State Where We Currently Operate.
- You agree to be legally bound by and comply with these Terms of Use.

Even if you meet these eligibility requirements, you are not guaranteed to receive the Services. MyMeds reserves the right not to provide the Services for any or no reason.

PRIVACY POLICIES

It is important that you read and understand the **Privacy Policy** of MyMeds <https://getupneeq.com/wp-content/uploads/2023/04/mymedsprivacypolicy.pdf> and the **Privacy Policy** of InnovaHealth LLC dba InnovaScript <https://getupneeq.com/wp-content/uploads/2023/04/innovascriptprivacypolicy.pdf> and the which are each incorporated into and made a part of these Terms of Use. These Privacy Policies describe how we may collect and use your personal information.

REGISTRATION

In order to access the Services, you must register with MyMeds through the Site(s) and obtain a username and password (“Registered Users”). By becoming a Registered User, you agree to provide information that is accurate, complete and correct, and to accurately maintain and update any information about yourself. You also agree not to disclose your username or password to any third party and to immediately notify MyMeds of any unauthorized use of your username, password or any other breach of security that you become aware of.

MYMEDS DOES NOT PROVIDE MEDICAL SERVICES OR ADVICE

MyMeds does not provide any medical services. The Content on the Site(s) should not be considered medical advice. Instead, MyMeds provides a technology platform for you to be able to access a health care provider contracted with MyMeds. The Site(s) may also provide Content regarding general health and wellness which you alone may decide to use or not to use. **BY USING THE SITE(S) AND SERVICES, YOU ARE NOT ENTERING INTO A PATIENT RELATIONSHIP WITH MYMEDS.**

MyMeds Services are a method of communicating with contracted health care providers and InnovaHealth LLC dba InnovaScript. You are required to read and comply with all communications to you from such health care providers. You agree that you will not hold MyMeds or MyMeds affiliates liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or for your failure to comply with these Terms of Use.

CONSENT TO TELEHEALTH SERVICES

Telehealth is the use of electronic information and telecommunications technologies between a health care provider and a patient who are not in the same physical location. Technologies may include videoconferencing, the internet, store-and-forward imaging, streaming media, and wireless communications.

There are risks and benefits of telehealth, some of which are described in our **Consent to Telehealth** which is incorporated into and made a part of these Terms of Use.

RISKS OF TELEHEALTH CONSULTATIONS

Telehealth communications do not permit the health care provider to have the benefit of information that would be obtained by examining you in person and observing your physical condition. Therefore, you should provide all relevant information and discuss any and all diagnosis and treatment options with a health care provider and consult in person with a health care provider when appropriate.

By using the Services, you agree that a health care provider acting through the Services may not have important information that is usually obtained through a “hands-on” in-person physical examination. You understand that because there is no in-person physical examination thru the Services, the health care provider may not be able to diagnose any potential condition, disease or injury.

PHARMACY SERVICES

MyMeds has contracted with InnovaHealth, LLC dba InnovaScript to fill and ship prescriptions that are purchased and processed thru our Site(s) and Services at established prices. By accessing and using the Site(s) you agree to and hereby authorize InnovaScript to fill and ship your original prescription. If you desire to have the prescription filled by a different pharmacy (other than InnovaScript), you may call the Innova Toll Free phone number to have the prescription transferred to the pharmacy of your choice. MyMeds cannot guarantee the price of prescriptions filled at other pharmacies. You give us consent to send and disclose to InnovaHealth, LLC dba InnovaScript (and, if applicable to the pharmacy of your choice) all

information provided by you, including without limitation your health care records and other personal and health care information.

PAYMENT

You agree that you are responsible for all fees charged by health care providers and InnovaHealth, LLC dba InnovaScript, which MyMeds collects on their behalf. The charges for your access and use of the Site(s) and Services is in addition to the fees charged by health care providers and our contracted pharmacy.

ACCESS RIGHTS AND PROHIBITED USE

You agree to access and use the Site(s) and Services only in the *States Where We Currently Operate* <https://getupneeq.com/faq/> and to use the Services solely for your personal and non-commercial use in order to obtain the Services. You agree to access and use the Site(s) only as permitted under these Terms of Use, the Consent to Telehealth, and the Privacy Policies.

We have the right to deny the use of the Site(s) or Services to anyone for any reason.

MyMeds is the sole owner of the Site(s) and its content, features and functionality and any suggestions, ideas or other feedback provided by you. You are not permitted to reproduce, publish, distribute, create derivative works of, or otherwise use the Site(s) or the contents on the Site(s) except in connection with obtaining the Services.

You specifically agree that you will not, and will not attempt to: (a) impersonate any person or entity or otherwise misrepresent yourself or your affiliation with a person or entity; (b) use the Site(s) or Services to violate any local, state, national or international law; (c) reverse engineer or otherwise compromise any software or other components of the Site(s); (d) distribute, input, upload, or transmit any virus, application, or any other harmful computer code through or to our Site(s); (e) use or access the Site(s) to create or develop competing products or services; (f) interfere with the security of or attempt to gain unauthorized access to our Site(s) or Services; (g) bypass, breach, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by us or any of our service providers; (h) copy, duplicate, download, publish, or transmit any data, reports, or other materials related to MyMeds or content from the Site(s); or (i) assist any other individual to do any of the foregoing.

OWNERSHIP OF INFORMATION

We will use our best efforts to maintain the privacy of the personal information you submit via the Site(s) in accordance with our Privacy Policies and all applicable laws. All other information you provide to MyMeds thru the Site(s) or otherwise will be treated as non-confidential and non-proprietary and will become the property of MyMeds, our affiliates, contractors, successors and/or assigns. MyMeds has the right to use any ideas, concepts, know-how, or techniques contained in any communication you provide to us for any purpose whatsoever, including without limitation, developing and marketing products using such information.

LINKS TO THIRD-PARTY HYPERLINKS AND WEBSITE(S)S

We are not responsible for the information, products or services on any hyperlinks or references

on the Site(s) to other website(s) (“Linked Site(s)”). We do not endorse or verify the information, products or services on Linked Site(s). Your use of Linked Site(s) is at your own risk.

TERMINATION

You agree to immediately stop accessing the Site(s) and Services if you violate these Terms of Use. MyMeds may terminate or suspend your access and use of the Site(s) and Services, with or without prior notice, for any reason, and at any time. All provisions of the Terms of Use survive the termination or suspension of your access to the Site(s) and Services.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SITE(S) IS ON AN “AS IS” AND “AS AVAILABLE” BASIS AND AT YOUR SOLE RISK.

MYMEDS, ITS AFFILIATES, AND CONTRACTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE(S) AND SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE.

RELEASE OF MYMEDS FROM LIABILITY

TO THE FULLEST EXTENT OF APPLICABLE LAW, MYMEDS, ITS AFFILIATES, AND CONTRACTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY LOSS OR DAMAGE TO YOU CAUSED BY YOUR USE OF THE SITE(S) OR SERVICES.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, MYMEDS, ITS AFFILIATES, AND CONTRACTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE TO YOU OR TO ANY PERSON FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, COMPUTER OR MOBILE PHONE DAMAGE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SITE(S) OR ANY SERVICES.

INDEMNIFICATION

To the fullest extent provided by law, you agree to indemnify and hold MyMeds, its affiliates and contractors and their respective officers, directors, managers, partners, members, employees and agents harmless from any and all liability you may incur as a result of your fraud or violation of these Terms of Use.

GOVERNING LAW

These Terms of Use and your use of the Site(s) and Services shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws.

BINDING ARBITRATION

Any dispute arising under or relating in any way to these Terms of Use will be resolved exclusively by final and binding arbitration in Indiana County, Pennsylvania, under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction. The parties agree that the courts located in Indiana County, Pennsylvania shall have exclusive personal jurisdiction, subject matter jurisdiction, and venue for any such claim.

SEVERABILITY; NO WAIVER; NO AGENCY RELATIONSHIP

You and MyMeds agree that if any provision in these Terms of Use is illegal or unenforceable, then that provision will be automatically replaced with terms that most closely match the intent of the parties to the extent permitted by law.

The invalidity of any provision in these Terms of Use will not affect the validity and enforceability of the remaining provisions.

The section headings in these Terms of Use are for convenience only and are not intended to be used to interpret these Terms of Use.

All waivers of these Terms of Use by MyMeds must be in writing. Any failure of MyMeds to pursue a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

Your access to the Site(s) or use of the Services does not create any partnership, joint venture, employment, or other agency relationship between us and you.

