

Terms and Conditions

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.

NOTICE OF BINDING ARBITRATION: YOUR USE OF THIS SITE AND SERVICES IS SUBJECT TO BINDING INDIVIDUAL ARBITRATION OF ANY DISPUTES WHICH MAY ARISE, AS PROVIDED IN THE SECTIONS BELOW TITLED “DISPUTES” AND “BINDING INDIVIDUAL ARBITRATION.”

****NOT FOR USE IN EMERGENCIES****

THIS SITE DOES NOT PROVIDE ANY EMERGENCY CARE. IF YOU OR SOMEONE ELSE ARE AT RISK OF INJURY OR DEATH OR WHO MAY HARM SOMEONE OR THEMSELVES, YOU SHOULD DIAL “911” OR AN APPROPRIATE EMERGENCY RESPONDER. LMS DOES NOT AND IS UNDER NO OBLIGATION TO MONITOR OR RESPOND TO EMERGENCY COMMUNICATIONS.

The following Terms of Use (“Terms” or “Agreement”) govern your access to and use of the Labanks medical Services, LLC doing business as LAB Medical Services (“LAB,” “Labanks” “LMS” we,” “us,” or “our”), concerning your access to and use of the <https://www.labanksmedical.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). We are registered in Florida, United States and have our registered office at 1931 NW 150th Ave, Pembroke Pines, FL 33029. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all these Terms of Use.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY

We have the right to change or add to the terms of this Agreement at any time by posting the amended Terms on Labanks website and/or mobile applications (collectively, the “Site”). In accordance with our Privacy Policy available at (www.labanksmedical.com), changes to these Terms will not change the privacy protections applied to your Protected

Health Information without your being notified. Any use of the Services after our publication of any such changes shall constitute your acceptance of the Terms as modified.

However, any Dispute that arose before the modification shall be governed by the Terms (including the binding individual arbitration clause) that was in place when the Dispute arose.

We reserve the right to withdraw or amend the Services or any portion thereof in our sole discretion without notice. We will not be liable if for any reason the Services or any portion are unavailable at any time or for any period.

Acceptance of Terms of Use

Your use of the Services is also subject to any applicable terms, policies, or rules that we may post or provide a link to on the Site. As of now, these terms include Labanks's Privacy Policy available at (www.labanksmedical.com). All such applicable terms, policies and rules are considered part of these Terms of Use and incorporated by reference.

Labanks Medical Services, LLC is a direct primary care provider group that offers an online telehealth services for Providers and their patients to connect via the Site using synchronous and asynchronous telecommunications technologies for the provision of Services by Providers. The Site facilitates communication between patients and Providers.

We make available to individuals who register as users of the Service ("Users") certain products and services sold or offered by Labanks Medical Services 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: RxCompound, StrikerRx, Southend Pharmacies, Absolute Rx Pharmacies, Smartscripts, Formulation Compound Center, RevalationPharma, and through our in office dispensing (the "Pharmacies") and, from time to time, may offer laboratory services from the following laboratories: Quest Diagnostics or Rupa Health (the "Labs"). 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.

By accepting this Agreement, you acknowledge and agree that any services you receive from the Labs, Pharmacies, Medical Group and/or Providers through the Site are also subject to this Agreement, and that the Labs, Pharmacies, 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 Group and/or 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 by using the Service, you may, however, be entering into a doctor-patient or other health care provider-patient relationship with 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 Labanks Medical Services is not responsible for the security or privacy of communications services you use to receive the 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 Labanks Medical Services nor any Provider will be responsible in any way and you will not hold Labanks Medical Services, 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 your Provider(s).

Restrictions on Use

Material from this Site is maintained, operated, owned, controlled, or licensed by Labanks Medical. Use or modification of any materials for any other purpose violates intellectual property rights. All information and materials in this Site are made available only to provide information, except as described otherwise. Unless specifically endorsed or approved by us, use of this Site is prohibited in connection with any commercial endeavors, or where such use is in violation of the applicable laws. As a user of the Site, you agree not to:

- 1) Tamper with this Site.
- 2) Make any unauthorized use of the Site Offerings, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses or fraud.
- 3) Conduct fraudulent activities on or in relation to this Site.
- 4) Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a database, compilation, collection, or directory without written permission from us.
- 4) Use the Site to offer or sell goods and services.

- 5) Use a buying agent or purchasing agent to make purchases on the Site.
- 6) interfere, disable, or circumvent with
- 7) Circumvent, disable, or otherwise security-related features of the Site, including features that restrict and/or prevent the use or copying of any of the content or enforce limitations on the use of the Site and/or the content contained therein.
- 8) Engage in unauthorized framing of or linking to the Site.
- 9) Mislead, Trick, or defraud us and other users. This includes trying to learn sensitive account information such as user passwords.
- 10) Make or submit false information, or reports of abuse or misconduct
- 11) improper use of our support services
- 11) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 12) Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- 13) Attempt to impersonate another user or person or use the username of another user.
- 14) Sell or otherwise transfer your profile.
- 15) Use any information obtained from the Site to harass, abuse, or harm another person.
- 16) Use the Site Offerings as part of any effort to compete with us or otherwise use the Site and/or the content for any revenue-generating endeavor or commercial enterprise.
- 17) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- 18) Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- 19) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site Offerings to you.
- 20) Delete the copyright or other proprietary rights notice from any content.
- 21) Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

22) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site Offerings.

23) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

24) Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

25) Disparage, tarnish, or otherwise harm us and/or the Site.

26) Use the Site in a manner inconsistent with any applicable laws or regulations.

Your Privacy; Consent to Treat.

Upon acceptance of these Terms, you confirm that you have read, understood, and accepted Labanks's Privacy Policy (available at www.Labanks.com), as applicable. You give permission to the Providers to provide telehealth services for you. You may withdraw this consent at any time by no longer accessing the Site or seeking Services from Labanks.

You understand and agree that as part of providing Services to you, your Protected Health Information (as defined by HIPAA), including test results, may be released to an online personal health record and via communication with Provider's healthcare team electronically.

You agree that Labanks may send the following to you by email or by posting them on our Site: these Terms, Privacy Policy (available at www.labbanksmedical.com), future changes to any of the above and other notices, policies, communications or disclosures and information related to the Services.

Electronic Communication Consent

You agree that Labanks Medical Services may contact you via secure messaging, email, phone, text, or mail regarding the Services. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy. If you later

decide that you do not want to receive certain future communications electronically, please send an email to labanks@labanksmedical.com or a letter to Labanks Medical Services 1931 NW 150th Ave Pembroke Pines, FL 33028. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from Labanks Medical Services. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

Labanks Medical will need to send you certain communications electronically regarding the Services. You will not be able to opt out of those communications – e.g., communications regarding updates to these Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to and accepted by you.

Social Media

Labanks Medical may provide you opportunities to share information on third party social media sites or Sites such as Facebook, Instagram, LinkedIn, Twitter, Google+, YouTube or other related sites (collectively, “Social Media Sites”). For example, you may use your Instagram handle and tag your photos and postings (“Tagged Content”) with hashtags that we may provide from time to time to submit your Tagged Content for potential use on our Site. If you post Tagged Content with hashtags as we may provide from time to time, your activity and participation is governed by these Terms. Additionally, you remain responsible for your compliance with other applicable terms and conditions of those Social Media Sites. Without limitation of any other obligations, you agree that you will be respectful of others and their privacy and will not submit photos of others without their express permission.

Intellectual Property Rights; Digital Millennium Copyright Act (“DMCA”) Notice

Labanks Medical and all other applicable licensors retain all ownership rights, title, and interest (including all intellectual property rights) worldwide to the Services, including to all software and content. No rights are granted to you other than as expressly set forth in these Terms. All trademarks, service marks and trade names are owned by Labanks Medical or other respective owners.

The Digital Millennium Copyright Act of 1998 provides protection to copyright owners and establishes recourse against copyright infringement. It is our policy not to permit materials known by us to be infringing to remain on this Site. If you believe that material on our Site infringes a third-party copyright, you may send Labanks Medical a notice of copyright infringement under the DMCA. Upon receipt of a proper notice of claimed infringement, we

will respond promptly by removing or disabling access to the material claimed to be infringing that is in our direct control. Please send all notices in writing to:
Labanks@labanksmedical.com.

Security and Links to Third Party Applications and Websites

The Services may allow you to connect your account to applications owned or operated by third parties, including device makers, or may link to other websites that are owned or operated by third parties. We are not responsible, and disclaim all liability, for the privacy, security, performance, and service practices of such third parties, nor are we responsible for any content, advertising, products, services or other materials made available on or through any such third-party applications or websites. We make the connections and links available to you only as a convenience, and it is your decision whether to connect to third party applications or access third party websites.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

No Warranties

USE OF THIS SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LABANKS MEDICAL OR THROUGH THIS SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, LABANKS MEDICAL, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL MEET YOUR REQUIREMENTS; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

LABANKS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND LABANKS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Limitation of Liability and Damages

THE USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND ANY OF ITS SERVICE IS TO STOP USING THE SITE OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF LABANKS MEDICAL PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR THE MATERIALS ON THIS SITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact labanks@labanksmedical.com with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and Labanks Medical, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Labanks Medical including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), any other aspect of our relationship, Labanks Medical advertising, and any use of Labanks services.

Binding Individual Arbitration

You and Labanks agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. **ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE**

ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST LABANKS. If

any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All

Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by JAMS, according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Broward County, Florida, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Labanks will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Labanks also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Florida.

Requests for Information

If you contact Labanks and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you provide us as described in our Privacy Policy (available at www.labanksmedical.com).

Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

Assignment, Survival, Waiver and Severability

You may not assign any rights or obligations under this Agreement without Labanks's prior written consent. Labanks may assign all or part of this Agreement. All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to, the recitals, notices, and limitation of liability clauses, shall survive. No waiver of any of these terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Entire Agreement; Amendment

Except as expressly provided in these Terms, these terms are a complete statement of the agreement between you and Labanks, and they describe the entire liability of Labanks and its vendors and suppliers and your exclusive remedy with respect to your access and use of this Site. It may not be modified except as described elsewhere in this Agreement. In the event of a conflict between these Terms and any other Labanks agreement or policy, these Terms shall prevail on the subject matter of these Terms. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Membership Payment Terms

These Membership Payment Terms updated on October 15, 2024.

The following Membership Payment Terms ("Membership Terms" govern your access to and use of the services provided by Labanks Medical Services and affiliated medical groups, ("Provider(s)" and together, "Labanks") including health care or wellness services, communication services, facilitation of access to telehealth services, including certain on-demand app and video-based telehealth services, and other technology-enabled or personal services provided by Provider or Labanks, (hereinafter the "Services"). Please read these Membership Terms carefully before using the Services. By accessing or using the Services you agree to be bound by these Membership Terms. If you are accepting these Membership Terms for another person ("Family Member") as such Family Member's parent, guardian, conservator, or custodian, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Family Member. "You" or "you're" in these Membership Terms includes both, the recipient of Services, and the person accessing the Services on the recipient's behalf.

These Membership Terms govern your access to, and use of the Services offered by Labanks.

NOTICE OF BINDING ARBITRATION: Your MEMBERSHIP, PAYMENT AND ACCESS TO Services ARE subject to binding individual arbitration of any disputes which may arise, as provided in the Sections titled “DISPUTES” AND “BINDING INDIVIDUAL ARBITRATION.”

Changes to These Membership Terms and Other Terms

We may modify these Membership Terms from time to time. We will notify you of material changes by posting the amended terms on the Labanks website [and if any Labanks mobile application] at least thirty (30) days before the effective date of the changes. If we have your email on file, we will also notify you of material changes to the Membership Terms by email at least thirty (30) days before the effective date of the changes. Please make sure we have your current email address so that you will receive notice of any material changes. If you do not agree with the proposed changes, you should discontinue your use of the Services before the effective date of the change. If you continue using the Services after the effective date, you will be bound by the updated Membership Terms.

Our Website Terms of Service (<https://www.Labanksmedical.com>) govern our provision, and your use of medical services provided by Providers. Please read the Website Terms of Services carefully before using any Services. Please refer to our Privacy Policy available at (<https://www.Labanksmedical.com>) learn about our privacy practices with respect to your personal information. To the extent applicable, these other terms are incorporated herein by reference in these Membership Terms.

Acknowledgement of Membership Fees

Labanks charges a membership fee (the “Membership Fee”) for access to certain features of Services. The Membership Fee may be modified by Labanks from time to time. Your payment device will be automatically charged at regular intervals as described under the membership process above. Your subsequent shipments may be charged and shipped up to two (2) days early to accommodate holidays or for other operational reasons to support continuity of treatment. The Membership Fee covers costs associated with personal services that enhance your healthcare experience, tools to facilitate access to healthcare services, and certain on-demand telehealth services, but are typically not covered by or billed to insurance. Labanks Weight Loss Program does not include the cost of medication and pharmacy fulfillment. Membership services can include, by way of example, yearly lab services, personal services such as insurance and billing navigation, specialist booking and referral management, and digital tools. 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.

In some cases, Labanks weight loss members may be required to sign up for multiple months membership to receive an amount of appropriately prescribed medication that will enable continuity of care. You can access some Services without payment of this Membership Fee.

The Membership Fee is not a covered benefit under most health insurance plans or other healthcare benefit plans such as the Health Saving Account or Flexible Spending Account. As a result, you acknowledge that you may not be able to submit the Membership Fee for coverage under your insurance or benefit plan, and as such, you will be responsible for the cost of such Membership Fee.

Recurring Payments

To ensure uninterrupted Services, we will bill you automatically via the Payment Method for the Services you sign up for, from the date you submit your initial payment and on each renewal period afterwards, until cancellation in accordance with our cancellation policy or until we are no longer offering the service (in which case we will notify you). Your renewal period will be equal in time or amount to the renewal period of your current membership. For example, if you are on a monthly plan, each billable renewal period will be for one (1) month. We will automatically charge you the applicable amount using the Payment Method you have on file with us and by agreeing to these Membership Terms, you authorize us to do this. You can disable auto-renewal at any time by logging into your account and selecting “manage membership” or contacting us at labanks@labanksmedical.com.

You agree and acknowledge that you will be billed automatically regardless of whether you have used the Services unless the Services end or are canceled. You will be responsible for paying all past due amounts. You acknowledge that billing may not occur on the exact same date of each month.

If the amount to be charged to you varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), for example, due to an increase in the Membership Fee, you have the right to receive, and we will provide, a notice of the amount to be charged and the date of the charge at least 30 days before the scheduled date of the transaction. If you do not agree with the new amount in the notice, you may cancel the transaction by logging into your account and selecting “manage membership.”

Invoices or receipts for payments will be provided to you upon payment and emailed to you. You represent and warrant that (i) the credit card or debit card information you provide to Labanks is true, correct and complete, and (ii) that you are the person in whose name the credit card or debit card was issued and/or you are authorized to make a purchase with

the relevant credit card or debit card. You will promptly notify Labanks, if your payment information has changed, if your Payment Method has been canceled, or if you become aware of a breach of security. You acknowledge that we may process an authorization hold using your payment information to verify the information provided. If your payment card details change or are due to expire, we may request updated payment details from you, including your card number, expiration date, and CVV (or equivalent). By providing us updated payment information, you authorize us to continue to charge your card using the updated information so that you can continue to receive Services.

If any invoice is not paid in a timely manner, or your payment is not successfully settled, due to expiration, insufficient funds, chargebacks, or otherwise, we reserve the right to suspend, disable, cancel or terminate your membership or account until we have successfully charged a valid Payment Method.

Fees – Other Charges and Fee Changes

You agree to pay all other fees and charges associated with your use of Services, for example (but not limited to), the Membership Fee, any no-show fees, late rescheduling fees, cost of prescriptions, delivery charges, and/or any diagnostic testing recommended by the Provider. By using the Services and incurring such other fees, you authorize us to bill and charge your payment method (your "Payment Method") on file for such other fees in full.

You agree to pay Labanks all applicable charges at the prices then in effect for the Services provided to you or Family Member, and/or payment responsibility. You will be charged for the Services provided to you or Family Member by a Provider,” and may incur other charges, including but not limited to the Membership Fee or other fees. You authorize Labanks to charge your chosen Payment Method for the Services provided to you or Family Member. If your Payment Method is invalid at the time payment is due, you agree to pay all amounts due upon demand. The third-party services provider who manages your Payment Method may impose terms and conditions on you, which are independent of these Membership Terms, and you agree to comply with all those terms. Labanks may accumulate charges that you have incurred for the Services and submit them as one or more aggregate charges during or at the end of each billing cycle. Labanks reserves the right to correct any billing errors or mistakes even if payment has already been requested or received.

We may change our fees at any time. We will provide you with advance notice of these fee changes. New fees will not apply retroactively. If you do not agree with the fee changes, you have the right to reject the change by canceling the applicable Services in accordance with these Membership Terms.

Insurance

Labanks Medical Services 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 Labanks or the Providers may receive payment from such programs for the services or products provided to you by Labanks Medical Services or the Providers. 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.

Your insurance policy is a contract between you and your insurance plan, and it is your responsibility to know your benefits, including if your insurance has any deductible, co-payment, co-insurance, out-of-network, usual and customary limit, prior authorization requirements or any other type of benefit limitation for the Services you receive, and how your benefits will apply to your payments. You authorize the release of any medical or other information necessary to process any claims for the Services provided. You further understand and accept your monetary responsibility for any portion of the bill not covered by your health insurer or health plan.

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 Site; and (2) neither you nor Labanks Medical, the Labs, the Pharmacies, 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.

Cancellations and Refunds

YOU MUST CANCEL YOUR MEMBERSHIP BEFORE IT RENEWS TO AVOID BEING CHARGED THE MEMBERSHIP FEE FOR THE NEXT BILLING CYCLE. YOU CAN CANCEL YOUR MEMBERSHIP AT ANY TIME BY LOGGING INTO YOUR PORTAL ACCOUNT AND SELECT “MANAGE MEMBERSHIP.” IF YOU CANCEL YOUR MEMBERSHIP AND YOUR SUBSCRIPTION TERM HAS NOT EXPIRED, YOU MAY CONTINUE TO USE THE SERVICES UNTIL THE END OF YOUR THEN-CURRENT MEMBERSHIP TERM AND YOUR MEMBERSHIP WILL NOT BE

RENEWED AFTER YOUR THEN-CURRENT TERM EXPIRES. HOWEVER, YOU WON'T BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE MEMBERSHIP FEE PAID FOR THE THEN-CURRENT MEMBERSHIP PERIOD, UNLESS AS STATED HEREIN OR REQUIRED BY APPLICABLE LAW, BUT YOU WILL CONTINUE TO HAVE ACCESS UNTIL THE NEXT BILLING CYCLE.

Unfortunately, we cannot cancel or refund medication shipments after they have been ordered by your provider. This is because the pharmacy has already begun the process of preparing your medication to be shipped to you. Labanks is not responsible for any orders after they have been shipped from the pharmacy. We cannot issue refunds for medications that have proof of delivery from the carrier. We can re-order your medication but there will be an added charge associated with this order. If you would like to file a lost or stolen package claim, you can contact the delivery carrier directly to do so.

Any other Services that are paid per Service (e.g., single visits with a Provider not part of a Subscription) may be rescheduled but are not cancellable after purchase. All medication orders are final once the medication has begun processing by the Pharmacies and the order cannot be returned or refunded. This is to protect the integrity of the medication and the health of the patient, as well as to comply with applicable laws. However, if you think you have received the wrong medication, have received an order in error, or have any other questions, please contact us at labanks@labanksmedical.com

Trials and Promotional Fees

Labanks may periodically offer discounts to its Services in the form of free trial periods or promotional fees. You may only be permitted to use one free trial or promotional fee offer. If your membership is ever canceled or terminated for any reason, and you purchase an additional membership, you may not be eligible for a free trial or to take advantage of another promotional fee offer. Trials are only for your personal use and may not be shared or resold. The terms of those discounts will be stated at the time you sign up or when you purchase a specific Service or product. You will not be charged the applicable fee during your free trial, but you will be required to provide a Payment Method to ensure uninterrupted access and continued use after the expiration of the free trial.

Upon completion of your free trial, your trial membership will automatically convert into a paid membership and your Payment Method will be charged the applicable fees unless you have canceled your membership. If your membership includes a promotional fee, you will be charged the promotional fee for the relevant number of billing periods, and upon completion of that period, your membership will continue to automatically renew at the full, non-promotional rate. For trials converted to a paid membership at the end of the

term, if you do not wish to continue as a paid member, you must cancel your trial membership before the end of the trial period to avoid being charged the Membership Fee and other charges. We will send you a reminder, but you may cancel anytime via your account under “Membership.” If you cancel at least 36 hours prior to the end of the trial period but are inadvertently charged the Membership Fee, please contact us at labanks@labanksmedical.com for a refund.

Prescription Products

Certain products available through the Site requires 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, your prescriptions will be filled through one of the Pharmacies or you may have the option of filling at any pharmacy of your choice as prompted during your use of the Service. Compound prescriptions will only be ordered through the Labanks affiliated Pharmacies. Prescriptions may also be transferred among the Pharmacies without notice. Not all prescriptions fulfilled by the Pharmacies use child-resistant packaging and your prescription product may not be dispensed in a child-resistant container.

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 “Membership” 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 Site are “Third-Party Goods and Services” as described in the Third-Party Goods and Services section of this Agreement.

Third-Party Goods and Services

Parties other than Labanks Medical Services, including Labs, Pharmacies, and Providers, provide services or sell products through the Service (collectively, “**Third Parties**”), and Labanks 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 Services and any interactions with Third Parties, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such use or interactions, are solely between you and such Third Parties. 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 Labanks 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 Labanks is under no obligation to become involved in such dispute, and you hereby release and indemnify Labanks Medical Services, LLC, and their respective corporate parents, and/or future 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, “**Labanks 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.

Laboratory Products and Services

Certain laboratory products services available through the Site, 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 Labanks can be ordered and fulfilled through the Labs and your local laboratories. If you receive laboratory products and/or services from a Lab through the Site, the applicable testing materials are shipped to you by the applicable Lab, or you will receive a lab requisition slip sent to your email. If you

have not subscribed to a membership subscription, a Provider can order laboratory testing however, the costs associated with the laboratory products and services will be charged to you separately or you can choose to use your health insurance. You will be sent an invoice to your email and to the portal account in you do not have health insurance. Once you have paid your invoice, you will receive a lab requisition to your email address. Laboratory products and services available through the Site are “Third-Party Goods and Services” as described in the Third-Party Goods and Services section of this Agreement.

Third-Party Payment Processor

All credit card, debit card and other monetary transactions processed by Labanks occur through an online payment processing application that is provided by a third-party payment processor(s). Labanks itself does not collect or store payment card information. If our third-party payment processor is unable to secure funds from your Payment Method for fees that are due for any reason, including, but not limited to, insufficient funds or insufficient or inaccurate information provided when submitting electronic payment, Labanks may undertake further collection action, including application of fees to the extent permitted by law, and reserves the right to suspend or terminate your account or Services.

Waiver of Claims and Unauthorized Payments.

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

Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact labanks@labanksmedical.com with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. “Disputes” between you and Labanks, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Membership Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Labanks including, but not limited to, any claims relating in any way to these Membership Terms (including its breach, termination, or

interpretation), any other aspect of our relationship, Labanks advertising, and any use of Labanks services.

Binding Individual Arbitration

You and Labanks agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THESE MEMBERSHIP TERMS WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST LABANKS. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by JAMS, according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Florida, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Labanks will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Labanks also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Florida.

Contact Information

Please contact us with any questions or concerns regarding this Agreement at:

Labanks Medical Services

1931 NW 150th Ave

Pembroke Pines, FL 33028

(954) 378-8119

Labanks@labanksmedical.com