

Medici Health, LLC

Terms of Use

Last revised July 30, 2026

Agreement to Terms

These terms and conditions of use ("Terms of Use") govern your use of the online interfaces and properties (e.g., websites and mobile applications) owned and controlled by Medici Health, LLC ("Medici," "we," "us," and "our") and the employees, agents, and/or others authorized to act on Medici's behalf. These online interfaces and properties shall include <https://medi.ci> and the interactive messaging and communication capabilities available to Medici account holders (collectively, <https://medi.ci> and such messaging/communication capabilities, the "Site"). For purposes of these terms and conditions, "you" and "your" shall include you, your dependents, if any, pets if applicable, and any other person utilizing the Site and Services, as defined below.

Medici contracts with Medici Medical Group, P.A., a Texas professional association ("MMG"), to provide online telehealth medical consultations.

The professional medical services, which are provided by MMG, and the non-clinical Site services, which are provided by Medici, are collectively referred to in this Terms of Use as, and included in the definition of, the "Services."

Your acceptance of, and compliance with, these Terms of Use is a condition to your ability to access and use the Site and Services. By clicking "accept," you acknowledge that you have read all terms and conditions contained within the Terms of Use, the Notice of Privacy Practices [<https://medi.ci/privacy-policy/>] provided to you by MMG and applicable Privacy Policies, and that you understand and accept the same. If you do not agree to be bound by these terms, you are not authorized to access or use this Site or the Services and should promptly exit this Site.

Binding Arbitration

These Terms of Use provide that all disputes between you and Medici that in any way relate to these Terms of Use or your use of the Site will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class

action. Please review the Section below entitled Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with Medici.

1. Privacy Practices

You agree that information provided by you in connection with the Services and Site shall be governed by the Medici Privacy Policy [<https://medi.ci/privacy-policy/>], which is hereby incorporated and made a part of this Agreement. In addition, you agree that information provided by you in connection with the Services shall also be governed by the MMG Notice of Privacy Practices, and is hereby incorporated and made a part of this Agreement.

2. Services Provided – No Medical Care or Advice by Medici

Medici does not provide medical advice or care. For purposes of these Terms of Use, “medical,” “medical advice,” or “medical care” includes the provision of care or treatment that is diagnostic or therapeutic in nature which is provided in an effort to prevent, diagnosis, or treat any disease, illness, injury, or other physical or mental conditions, injuries, or impairments. Medici contracts with MMG and the MMG Providers deliver the clinical aspects of the Services via the Medici platform to their patients. These Providers are independently contracted or employed by MMG and are not employed by Medici. Medici is not responsible for the quality and appropriateness of the care they render to you. Medici does not provide any advice or representations in any way regarding any issues associated with the advice, information, goods, or services offered by a Provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations.

The Providers are independent of Medici and are merely using the Site as a way to communicate with you. Any information or advice received from a Provider comes from them alone, and not from Medici. Neither Medici, nor any of its subsidiaries or affiliates or any third party who may promote the Site or provide a link to the Site, shall be liable for any professional advice or Services obtained from a Provider via the Site, nor for any information obtained on the Site. Medici does not recommend or endorse any specific Providers, tests, physicians, medications, products, or procedures. You acknowledge that your reliance on any information provided to you by the Providers via the Site is solely at your own risk and you assume full responsibility for all risks associated herewith.

The content of the Site, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes

only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by Medici. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by Medici, or in connection with any communications supported by Medici, is intended to be for general information purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law. While Medici facilitates your communications with Providers, Medici itself does not provide medical services, and the doctor/provider-patient relationship is between you and your Provider.

DO NOT USE DURING AN EMERGENCY SITUATION

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

Medici's Site, and the Services provided through the Site, are not for medical emergencies or urgent situations. You should not disregard or delay seeking medical advice based on anything that appears or does not appear on the Site. If you believe you have an emergency, call 9-1-1 immediately.

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

Risks of Telehealth Services

By using the Site and Services, you acknowledge the potential risks associated with telehealth services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Provider; delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

Prescriptions and Product Policy

Medici does not endorse any specific medication, pharmacy, product, supplies, equipment, or devices. If a Provider prescribes a medication or product, he/she must limit supply based upon state regulations and will only prescribe a medication or product as determined in his/her own discretion and professional medical judgment. There is no guarantee a prescription will be written and certain prescriptions cannot be written based solely upon a telehealth evaluation. Providers reserve the right to deny care for actual or potential misuse of the Services.

You agree that any prescriptions that you acquire from a Provider by using the Site will be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

Medici ensures that all providers utilizing the Site fully honor patient freedom of choice. If you receive a prescription for a medication, you always have the option to instruct the Provider to transmit that prescription to the pharmacy of your choice.

Not an Insurance Product

Neither Medici, nor MMG when utilizing the Site to provide the Services, are a health insurance or malpractice insurance company, the Site and Services are not insurance products, and the amounts you pay, if any, for the Services are not insurance premiums. If you desire any type of health, malpractice, or other insurance, you will need to purchase such insurance yourself.

3. Availability of Services

Medici operates subject to state and federal regulations, where applicable, and the Services may not be available in your state, territory, and country. You represent that you are not a person barred from enrolling to receive or from actually receiving the Services under the laws of the United States, the European Union, or other applicable jurisdictions in which you may be located. Accessing the Site or Services from jurisdictions where content is illegal, or where the Services are not offered, is prohibited.

4. Requests for Products and Services

Acceptance of Consult or Service Request

Making a request for Services does not necessarily guarantee that such a request will be accepted. Additional information regarding your request may be required prior to scheduling Services. Once all required information has been provided by you, which

includes payment authorization information, we will process your request and prepare for the delivery of the Services to you.

Online Payments

You agree to pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Medici with your payment information, you agree that Medici is authorized to immediately charge your Account for all fees and charges due and payable to your Provider and that no additional notice or consent is required.

All fees and charges for Services provided are established by MMG and any other third-party provider utilized by MMG. If you have a dispute concerning any payment transaction, please contact our Support department at support@medi.ci. If, at any time, you contact your bank or credit card company to reject the charge of any payable fees ("Chargeback"), this act will be considered a breach of your payment obligations, and we reserve the right to automatically terminate your use of the Site, which shall also terminate the right to receive the Services provided by MMG. We reserve the right to dispute any Chargeback and take all reasonable action to authorize the transaction. In the event of a Chargeback, your Medici Account may be terminated and any files, data, or content contained in your Account may be subject to cancellation. Medici will not be liable for any loss of files, data, or content as a result of a Chargeback. In order to resume use of the Site, you must re-subscribe and pay all applicable fees as well as any fees incurred by Medici or Medici's payment processor as a result of the Chargeback.

You represent and warrant that if you are making online payments that (i) any credit card, debit card and bank account information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit/debit card company or bank, (iii) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (iv) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

5. Eligibility; Site Access, Security and Restrictions; Passwords

If asked to create a Medici account, you agree to fully, accurately, and truthfully create your Account, including but not limited to your name, mailing address, phone number, email address, and password, which become your Medici ID and credentials. The Medici ID or credentials are personal to you, and you are solely responsible for maintaining the confidentiality of your Medici ID or credentials, and for all activities that

occur under such Medici ID or credentials. You agree to prohibit anyone else from using your Medici ID or credentials and agree to immediately notify Medici of any actual or suspected unauthorized use of your Medici ID or credentials or other security concerns of which you become aware. Your access to the Site may be revoked by Medici at any time with or without cause.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or a Medici account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. Violations of system or network security may result in civil or criminal liability. Medici will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

6. Electronic Communications

When you use the Site or Services, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us or your Provider electronically, and you consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Medici or your Provider may contact you by telephone, mail, or email to verify your account information. Medici or your Provider may request further information from you and you agree to provide such further information to ensure that you have not fraudulently created your Account. If you do not provide this information in the manner requested within fourteen (14) days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Site, which will suspend, discontinue or deny your access to the Services, until you provide the information to us as requested.

7. Consent to Receive Calls and Text Messages and Video Recording

By providing your mobile number, you are agreeing to be contacted by or on behalf of Medici or your Provider at the mobile number you have provided, including calls and text messages, to receive informational, Product or Service related communications relating to the Site and Services. This includes, without limitation, appointment reminders, account and billing notifications, order and shipping updates, care coordination messages, and customer support communications (“SMS Program”).

Message frequency will vary depending on your use of the Services and interactions with your Provider. Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. Your consent to receive text messages is not a condition of purchasing any Services.

To opt out of text messages at any time, reply **STOP** to any message you receive from us. You will receive a one-time confirmation that you have been unsubscribed, and you will no longer receive messages from that program unless you re-enroll. For help, reply **HELP** to any message, or contact us at support@medi.ci. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message, or respond to your STOP message by texting you a request to identify which service you wish to stop. Please note that by withdrawing your consent, some Site features and certain Services may no longer be available to you, and you may not receive important information and reminders about your Services.

Your Provider may record and preserve (text, audio, and video) all or part of your interaction with him or her (“Recordings”). Such Recordings are used for quality assurance purposes, to better deliver to you the Products and Services, and to help Medici improve the Site. Medici will keep such Recordings confidential, and we will not publicly disclose such recordings unless legally required to do so, such as if subject to a court order. Please refer to the Privacy Practices for more information about such required disclosures. By accessing and using the Site, you agree and consent to such Recordings for the purposes and uses set forth in these Terms of Use and as otherwise set forth in the Privacy Policy [<https://medi.ci/privacy-policy/>]; however, your Provider will notify you prior to any such recording.

8. Ownership of The Site and Related Materials; Additional Restrictions

All pages within this Site and any material made available for download are the property of Medici, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws.

All rights not expressly granted to you in these Terms of Use are reserved and retained by Medici or its licensors, suppliers, publishers, rights holders, or other content providers. Subject to these Terms of Use and the payment of all applicable fees, Medici grants you a revocable, nontransferable (except as provided below), personal, nonexclusive license to use the object code version of the Site. No part of the Site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Medici. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Medici without express written consent. You may not use any meta tags or any other "hidden text" utilizing Medici's name or trademarks without the express written consent of Medici. You may not misuse the Site or the Services. You may use the Site and Services only as permitted by law. The content of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by Medici. You may not frame or utilize framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, content, or other proprietary information (including; images, text, page layout, or form) of Medici without our express written consent.

9. Special Rules for Users Under 18 Years Old

If you are under the age of eighteen (18) and wish to utilize the Site to obtain the Services, your parent or legal guardian may be asked to create the Account, submit your personal information, and agree to these Terms of Use on your behalf. If you are under the age of 13, you may only use the Site, and obtain Services, with the supervision and consent of your parents or legal guardians. If we learn that we have collected personal information from someone under the age of 13 that was not provided with the supervision and consent of the minor's parents or legal guardian, we will promptly delete that information. If you believe we have impermissibly collected personal information from someone under the age of 13, please contact us using the information below.

10. Accuracy of Information; Functionality

Although Medici attempts to ensure the integrity and accuracy of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site or the Services. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions,

deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Medici so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Medici shall have no responsibility or liability for information or content posted to the Site from any non-Medici affiliated third party, including Providers.

Medici and MMG each reserve complete and sole discretion with respect to the operation of the Site and the provision of Services. We may withdraw, suspend, or discontinue any functionality or feature of the Site, which may impact the provision of Services, among other things. We are not responsible for transmission errors, corruption, or compromise of information carried over local or interchange telecommunications carriers. We are not responsible for maintaining information arising from use of the Site or with respect to the Services. We reserve the right to maintain, delete, or destroy all communications or information posted or uploaded to the Site or the Services in accordance with any applicable laws or regulations and our internal record retention or destruction policies.

11. Links to Other Sites

Medici makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Medici site, or link to a Provider site, you acknowledge and agree it is independent from Medici, and that Medici has no control over the content on that website. In addition, a link to a non-Medici website does not mean that Medici endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

12. User Information

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site ("User Information"), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or

any other method of communication. You represent and warrant to Medici and MMG that you have the legal right and authorization to provide all Information to Medici for use as set forth herein and required by Medici and your Provider.

To the extent authorized by HIPAA, Medici may de-identify your information such that it is no longer considered protected health information or personally identifiable information. Once properly de-identified pursuant to HIPAA, Medici may disclose, aggregate, sell, or otherwise use such de-identified information to third parties for analytics, research, or other purposes.

You agree not to (i) access the Site or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively "Information") which is (1) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site, or the provision of Services through the Site, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or the Services; (v) use robots or scripts with the Site; (vi) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Site; (vii) to have any antivirus or antispyware software running that is set to override the internet browser's cookies setting; (viii) incorrectly identify the sender of any message transmitted to Medici. You may not alter the attribution or origin of electronic mail, messages, or posting; (ix) harvest or collect Protected Health Information about any other individual who uses the Site or the Services; (x) infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

You agree to defend, indemnify, and hold harmless Medici, the employees, agents and/or others authorized to act on behalf of Medici, and the Providers utilizing the Site to provide the Services, from and against all third-party claims, damages, and expenses (including reasonable attorneys' fees) against or incurred by us arising out of any User Information you upload to or transmit through the Site.

13. Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Medici respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), we will respond promptly to notices of alleged infringement that are reported to Medici's Designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Site

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice ("Copyright Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Copyright Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Copyright Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Copyright Notice, with all items completed, to our Copyright Agent:

Medici Legal Department
Copyright Notice re Medi.ci
4330 Gaines Ranch Loop, Suite 230 Austin, TX 78735
legal@medi.ci

14. Intellectual Property

With the exception of your electronic medical record, Medici retains all right, title, and interest in and to the Site and any information, products, documentation, software, or other materials on the Site, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing, except for information on the Site licensed by Medici or MMG (in that case, the license provider retains all right, title, and interest therein). The information available through the Site and the Services provided through the Site are the property of Medici or MMG as applicable. You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of Medici or MMG trademarks, service marks, and logos are strictly prohibited without the prior written permission of Medici or MMG. The immediately foregoing sentence also applies to any third-party trademarks, service marks, and logos posted on the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel, waiver, or otherwise, any license or right to use any trademarks, service marks, or logos displayed on the Site without the written grant thereof by Medici, MMG, or the third party owner of such trademarks, service marks, or logos. The Site may contain other proprietary notices and copyright information, the terms of which you agree to follow.

Medici may delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene, or in violation of copyright, trademark, or other intellectual property or ownership right of any other person or entity.

15. CAN-SPAM Act and the Telephone Consumer Protection Act Compliance

Medici and MMG 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 Medici or MMG as set forth in Section 7, above ("Consent to Receive Calls and Text Messages"), including messages sent as part of our SMS Program described therein. 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 Medici products or services in ways that would violate the CAN-SPAM ACT, the TCPA, or any other laws. You shall not infringe on the rights of

others; distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; or 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 Medici and its affiliates harmless for any and all acts found or suspected to be in violation hereof. You shall indemnify and hold Medici and its affiliates harmless against and from losses, damages, costs, and reasonable attorney fees incurred in defending or resolving any suits brought against Medici or any of its affiliates by anyone arising out of any alleged violation of any anti-spamming rules, regulations, laws, or statutes. Your access to the Site will be terminated for any of the above infractions, which shall also terminate your access to the Services.

16. Disclaimer of Warranties

MEDICI DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. MEDICI DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. MEDICI DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD, AND DISTRIBUTED BY MEDICI, IF ANY, ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED BY MEDICI OR THIRD PARTIES WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES. MEDICI DOES NOT GUARANTEE THAT THROUGH USE OF THE SITE ANY PRESCRIPTIONS WILL BE WRITTEN FOR YOU. MMG PROVIDERS DO NOT PRESCRIBE DEA CONTROLLED SUBSTANCES, SUCH AS THOSE CONTAINING OPIOIDS OR AMPHETAMINES. MEDICI DOES NOT ACCEPT ANY LIABILITY FOR THE

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

17. Limitation of Liability Regarding Use of Site

EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:

MEDICI SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF MMG OR OTHER THIRD-PARTY PROVIDERS. MEDICI AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, OR LINKED WEBSITES IS TO STOP USING THE SITE OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF MEDICI TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

18. No Third-Party Rights

Unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies to any persons other than you, Medici, MMG, and its affiliates. Nothing in the Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, Medici, MMG, and its affiliates, nor shall any provision give any third parties any right of subrogation or action against you, Medici, MMG, and its affiliates.

19. Assignment

You may not assign, transfer, or delegate the Terms of Use or any part thereof without Medici's prior written consent. Medici may freely transfer, assign, or delegate all or any part of the Terms of Use, and any rights or duties hereunder or thereunder. The Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

20. Dispute Resolution; Arbitration Agreement

We will try to work in good faith to resolve any issue you have with the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Medici agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or your use of the Site, including Products and Services ordered or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Medici are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Medici.

If you desire to assert a claim against Medici, and you therefore elect to seek arbitration, you must first send to Medici, by certified mail, a written notice of your claim ("Notice"). The Notice to Medici should be addressed to: Medici Health, LLC, Attn: Legal, 4330 Gaines Ranch Loop, Suite 230, Austin, TX 78735 ("Notice Address"). If Medici desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Medici, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Medici and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Medici may commence

an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Medici or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after Medici receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$5,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless Medici and you agree otherwise, any arbitration hearings will take place in Austin, Texas. (If you reside outside of the United States, unless otherwise mutually agreed to by the parties, any arbitration hearings will take place telephonically, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery of attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND MEDICI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Medici agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or

injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Austin, Texas.

21. Force Majeure

Medici will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, which may include or require quarantine or other employee restrictions, or other disaster.

22. Indemnification

You agree to defend, indemnify, and hold harmless Medici, its employees, agents and/or others authorized to act on behalf of Medici, from and against any and all third-party rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site, or any products or Services obtained through your use of the Site, or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to Medici, MMG, or any Provider or customer service agent; or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site, or any products or Services obtained through your use of the Site or any information on the Site, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

23. Application Support; Functionality

All questions and requests relating to Site support must be directed to Medici. To submit a support request, please email us at: support@medi.ci. The Select Third Parties, as defined in Section 26, are not responsible for providing support for the application portions of the Site and may not be contacted for support. You

acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Site, or the Services provided through the Site. Please note that we may change or remove functionality and other features of the Site at any time, without notice.

24. Modified Devices and Operating Systems

Medici will have no liability for errors, unreliable operation, or other issues resulting from use of the Site on or in connection with rooted or jailbroken devices or use on any mobile device that is not in conformance with the manufacturer's original specifications, including use of modified versions of the operating system (collectively, "Modified Devices"). Use of the Site on Modified Devices will be at your sole and exclusive risk and liability.

25. No Liability for Select Third Parties

Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store, marketplace, or similar service through which you obtain the Site, and their respective affiliates, suppliers, and licensors (collectively, the "Select Third Parties") are not parties to these Terms of Use and they do not own and are not responsible for the Site. Medici, and not any Select Third Parties, is responsible for addressing any claims raised by you or any third party regarding the Site or your use or possession thereof, including claims related to product liability, legal, or regulatory requirements, and consumer protection or similar legislation. You are responsible for complying with all application store and other applicable Select Third Parties' terms and conditions. YOU AGREE (I) THE SELECT THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (II) IN NO EVENT WILL THE SELECT THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THESE TERMS OF USE OR THE SITE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (III) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY SELECT THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED FIVE DOLLARS (\$5.00); AND (IV) YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST

THE SELECT THIRD PARTIES ARISING OUT OF THE SITE AND THESE TERMS OF USE. THE THIRD PARTIES ARE INTENDED THIRD PARTY BENEFICIARIES OF THESE TERMS OF USE, AND ARE CAPABLE OF DIRECTLY ENFORCING ITS TERMS. NOTHING CONTAINED IN THESE TERMS OF USE WILL BE CONSTRUED AS MODIFYING OR AMENDING ANY AGREEMENTS OR OTHER TERMS BETWEEN YOU AND THE SELECT THIRD PARTIES WITH REGARD TO THEIR SUBJECT MATTER. In the event of any claim that the Site or your possession and use of the Site infringes a third party's intellectual property rights, the Select Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim.

26. Revisions; General

Medici reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. Medici reserves the right to modify these Terms of Use at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Medici and you pertaining to the subject matter hereof. In its sole discretion, Medici may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

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27. How to Contact Us

By Mail: Medici Health, LLC 4330 Gaines Ranch Loop, Suite 230 Austin, TX 78735

By Telephone: (512)-812-7777

By Email: hello@medici.ci