

COSTPILL

TERMS AND CONDITIONS

Welcome to COSTPILL, your trusted online mail-order pharmacy offering transparent drug prices. By accessing and using our website, services, or any associated content (collectively, the "Service"), you agree to be bound by the following terms and conditions (the "Terms"). These Terms & Conditions govern your access to and use of all COSTPILL services and are intended to ensure a clear understanding of the rules and regulations that enhance our relationship with you. Please read these Terms carefully before using our Service. By accepting these Terms, either by clicking a checkbox or by using the Service, you signify your agreement to be legally bound by these Terms and Conditions as well as our Privacy Policy. If you do not agree to these Terms and Conditions, please do not use our services. We value your trust and commitment to us and look forward to providing you with the best possible service.

ARBITRATION NOTICE: Unless you timely opt out of arbitration by these terms and conditions, you agree that disputes between you and us or you and the medical groups or providers arising out of or related to these terms and conditions or the service will be resolved by binding, individual arbitration, and you waive your rights to a jury trial and to participate in a class action lawsuit or class-wide arbitration. We explain exceptions and how to opt out of arbitration below.

MEDICAL EMERGENCY: In a medical emergency, call 911 or seek in-person care. Not all medical conditions or concerns are suitable for the service. This Agreement may change.

Please read this Agreement carefully, as it contains crucial Service terms. In this Agreement, "you" and "yours" refer to the person using the Service, or in the case of a minor's use of the Service by or on behalf of a parent or legal guardian, to the parent or guardian, and the child. See this Agreement's "Limited Use and Availability" section for details on minors' Service use and restrictions. Even if a parent or legal guardian consents to use the Service or this Agreement, the Service is not intended for children under 13. If you are a parent or legal guardian of a minor who may have used the Service without your consent, please email contact@costpill.com

Terms and Conditions Acceptance

This Agreement and all relevant laws govern your use of the Service. If you do not accept and agree to be bound by this Agreement, you may not browse, access, register with, or use the

Service or any information or Content offered via it, save to review this Agreement. The Service is constantly evolving, and we reserve the right to change or remove any aspect of this Agreement or the Service at any moment without notice. Changes to this Agreement are effective upon Platform posting. New Content posted to the Platform is subject to this Agreement unless otherwise stated. The only way to get out of this Agreement is to stop using the Service. Continued usage after a change to this Agreement is posted acceptance with the updated Agreement.

Your Relationship to Us

Our Service offers CostPill and third-party medical providers, pharmacies, and other vendors' products and services to Users. These medical groups contract with physicians, allied health professionals, and mental health professionals who provide healthcare and mental health services through the Platform ("Providers"). By accepting this Agreement, you agree that any benefits you receive from Labs, Pharmacies, Medical Groups, or Providers through the Platform are also subject to this Agreement and that they are third-party beneficiaries.

The Medical Groups and Providers are responsible for directing your medical and mental health and treatment. We do not control or interfere with their practice. By accepting this Agreement, you agree that CostPill is not a healthcare provider, and it does not establish a doctor-patient relationship. However, using the Service may set a doctor-patient or other healthcare provider-patient connection with the Medical Group and Providers. The Labs and Pharmacies are exclusively responsible for providing professional services via the Service.

By signing this Agreement, you consent to the Medical Group and Providers sending you Service messages, reports, and emails about your diagnosis and treatment. You acknowledge that CostPill is not responsible for the security or privacy of communications services you use to receive Service messages, reports, and emails. You also understand and agree that it is your sole responsibility to monitor and respond to these messages, notifications, and emails and that neither CostPill nor the Medical Group nor any Provider will be responsible in any way and that you will not hold them liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or to comply with any treatment recommendations.

By using the Service, you establish a direct customer relationship with CostPill, including purchasing any non-prescription products or non-medical services sold directly to you by the Service. You may give us personal information, including health information, that we may use in

compliance with our Privacy Policy. Please see the "Privacy Policy" and "Protected Information" sections below.

Notice About Your Financial Responsibility for Services

CostPill and the Medical Groups are not enrolled in, or participating providers with, any Federal or State healthcare programs (i.e., Medicare, Medicaid) for the provision of healthcare or mental health services or supplies, so neither you nor they can receive payment from such programs for the services or products they provide to you. If any Labs, Pharmacies, or Providers are enrolled in federal or state healthcare programs, the Service's delivery of services and products usually precludes them from being covered for benefits. Service allows you to opt for cash-only purchases outside federal and state healthcare programs. Thus, you pay for all services and products.

By using 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 have sole financial responsibility for all services or products provided to you by or through the Service, and (2) neither you nor CostPill, the Labs, the Pharmacies, the Medical Groups, or the Providers will submit a claim for reimbursement to any federal or state healthcare program.

Products and Services Available by Subscription

The Service offers subscription-based products and services. Subscription-based products and services will automatically charge your payment device at regular intervals as indicated during checkout unless you cancel your subscription. The Providers and we may contact you over the Service to update your information and arrange subscriptions. You can cancel a subscription up to 48 hours before the renewal processing date by calling (510) 573-0064, emailing contact@costpill.com, or canceling online. After the subscription period, the cancellation will take effect. We do not refund partially used subscription periods, but we may do so at our discretion. We may let you temporarily interrupt your subscription. Your payment device will be charged automatically if you don't cancel before the pause period ends.

A single "total" subscription charge will simplify the Service's user experience. However, if a subscription product you purchase requires a consultation with a Provider, includes a prescription product that you fill through one of the Pharmacies, and includes mental health services, then the total price you pay consists of the Service fee, the Pharmacy fee for the prescription drug, and the Medical Group fee for the Provider's services.

Prescribed Medications

The Platform sells prescription-only products. After a meeting with a Provider, the Provider must prescribe before you can buy a prescription product.

If a Provider prescribes a product for you, you will receive information about filling it. Certain medications can be supplied via the Platform or by emailing contact@costpill.com. Pharmacies do not dispense child-resistant drugs.

Many popular primary care prescriptions are unavailable through the Pharmacies or must be filled by a local pharmacy of your choosing as advised by the Service.

Suppose you consult with a Provider and fill a prescription through one of the Pharmacies. In that case, the Pharmacy ships the prescription product to you, and the Service charges you for the medication described in the "Subscription Products" section above. The Service will send a prescription to a pharmacy other than the Pharmacies, but you must pick up or otherwise obtain the prescription product and pay the pharmacy directly for it.

This Agreement defines prescription medications as "Third-Party Goods and Services."

Products and services from a laboratory

At-home testing kits and other Platform laboratory items require a valid prescription or order from a licensed healthcare professional. After a consultation with a Provider, the Provider must prescribe or order the laboratory product or service for you before you can have it.

The Platform's laboratory products and services can only be ordered and provided by the Labs, not local labs. If you get laboratory products and services from a Lab through the Platform, the Lab ships the testing materials to you, and the Service charges you for them.

The Platform's laboratory products and services are "Third-Party Goods and Services," as stated in this Agreement.

Use and access are limited

Our Service is currently only available to individuals who are located in states where we offer the Service, are at least eighteen (18) years of age or older, or at least the age of majority in their

jurisdiction of residence, if higher than eighteen (18), and have accepted this Agreement; provided, however, that individuals between the ages of 13 and 18 may use the Service for the sole purpose of By visiting, accessing, registering with, or using the Service, you are (a) representing and warranting to us that you are either (1) at least eighteen (18) years of age or older or at least the age of majority in your jurisdiction of residence, if higher than eighteen years, or (2) at least thirteen (13) years, have obtained consent from your parent or legal guardian to use the Service, and will use the Service solely to obtain a medical consultation. (b) if you are a parent or legal guardian providing consent for an individual minor under the age of eighteen (18) (or such higher age of majority under applicable state law), representing and warranting to us that you are the parent or legal guardian for such minor and have all legal power and authority to provide consent for the use of the Service by such minor, (c) representing and warranting that when you use the Service to consult with a Provider, you State rules may affect our Service.

Some Service products and services have age limits.

The Service may not be the best approach to interact with, seek medical and mental health services from, or send information to a healthcare practitioner or mental health professional. For instance, certain medical conditions may require an in-person procedure or a healthcare provider other than your Provider, or your Provider may decide that your diagnosis and treatment need an in-person office visit or are otherwise unsuitable for the Service. You may receive news that you cannot use the Service for the issue you submitted and the next steps.

Consent to Using Telehealth Services

Telehealth is the delivery of health and mental health services by a healthcare provider or mental health professional to a patient who is not in the exact location—telehealth for health and mental health care has benefits and hazards. Telehealth cannot always replace in-person care. To utilize the Service, you must study and agree to a telehealth informed consent (the "Patient Consent") issued by the Service. You agree that CostPill can enforce the Patient Consent against you as a third-party beneficiary.

Information, Access, and Connectivity Obligation

You must provide and maintain, at your own risk, option, and expense, appropriate software and hardware capabilities (consistent with any technical, quality, or other requirements described in the Service) to use the Service, including a computer or mobile device with a video camera and Internet access. You are liable for all Service fees, including Internet and cellphone fees. You

must also give truthful, accurate, and complete information in forms and other Service communications. We need the notice to change the access configuration, including software, hardware, and other Service requirements.

Protected Health Information (PHI) When you create an account with CostPill, you establish a direct customer relationship that allows you to use the Service. You provide CostPill with your name, email address, shipping address, and phone number, which we may collect, use, and disclose by our Privacy Policy. We do not consider this "health" or "medical" information.

However, you may disclose protected medical information when using certain Service features. HIPAA does not apply to CostPill. Under HIPAA, CostPill may be a "business associate" of a Lab, Pharmacy, or Medical Group. While state-specific privacy laws may apply, HIPAA may not apply to your transactions or communications with CostPill, the Medical Groups, the Providers, the Labs, or the Pharmacies just because health information is involved. However, as a "business associate," CostPill may be subject to specific HIPAA provisions regarding the "protected health information" (PHI) you provide to Labs, Pharmacies, or Medical Groups. Your medical or health information subject to specific state laws (including PHI and "Protected Information") will be used and released solely by such laws. Our Privacy Policy allows us to use and share non-Protected Information. HIPAA-deidentified information is not protected.

Medical Groups and Providers utilize and disclose Protected Information according to their Notice of Privacy Practices. Using the Service, you accept your Medical Group and Provider(s)' Notice of Privacy Practices.

By using the Service, you agree that even if HIPAA applies to CostPill, the Medical Groups, the Providers, the Labs, or the Pharmacies, any information you submit to CostPill that is not intended and used solely for diagnosis and treatment by the Medical Group and Providers, prescription fulfillment by the Pharmacies, or laboratory services by the Labs is not Protected Information and will only be subject to our Privacy Notice.

Registration; Accounts, Passwords, and Security

The Service is only available to Users who have registered and been given usernames and passwords on the Platform. For clarity, CostPill does not consider your name, username, email address, shipping address, or phone number Protected Health Information. You agree to

accurately maintain and update your information with CostPill, a Medical Group or its Providers, the Labs, or the Pharmacies. Suppose you fail to keep such information current or supply truthful, accurate, and complete information, or we have reasonable reasons to believe as much. In that case, we may suspend or cancel your account and Service use. You also undertake to immediately alert CostPill at contact@costpill.com of any unauthorized use of your username, password, or any other security breach related to the Service. You also agree to protect your login and password and log out of your User account after each session. CostPill disclaims all losses and damages resulting from your failure to comply with this clause. Never use someone else's account.

An account requires a username and password. Where personally identifiable information is requested, we use Secure Sockets Layer (SSL) or similar encryption technology to encrypt your data before sending it to us. We also secure User data against unauthorized access. However, the Service and our services run on software, hardware, and networks, which may require maintenance or have difficulties or security breaches outside our control. Additionally, anybody with access to your computer, phone, or other mobile or other devices may be able to access the Service and your information, including medical information. When not using your account, you must log out. You must also safeguard your username and password and secure your computer, phone, and other devices.

Use the Service with caution and good judgment. You cannot breach Service security. You may be prosecuted for such offenses. If a criminal violation is detected, CostPill may cooperate with law police.

Service Use and Ownership

Copyright laws protect the Service and its Content worldwide. CostPill offers you a limited, non-transferable, revocable license under this Agreement to use the Service for personal purposes. This Agreement governs your use of the Service and Content, and CostPill reserves all rights. You agree that CostPill and its suppliers own all rights, titles, and interest in the Service (including but not limited to computer code, themes, objects, concepts, photographs, product descriptions, blog posts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, modify, or obscure copyright, trademark, service mark, or other proprietary rights notices from the Service. CostPill's stylized name and other related graphics, logos, service marks, and trade names used on or in connection

with the Service are trademarks. They may not be used without permission, including for third-party products or services. Other trademarks, service marks, and trade names on the Service belong to their owners.

Service-Submitted Data License

To the extent permitted by law, any information you transmit to CostPill via the Service, including data, questions, comments, forum communications, and suggestions (collectively, "Submissions"), will be treated as non-confidential and non-proprietary. Subject to any applicable account settings, you grant CostPill a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Submissions (in whole or in part) to operate and provide the Service to you and our other users. You warrant that the owners of any worldwide intellectual property right, including moral rights if Submissions have entirely and effectively relinquished all such rights and validly and irreversibly granted you the freedom to grant the license above. You agree that you, not CostPill, are responsible for all Submissions to the Service. In addition, in its sole discretion, CostPill shall have the right to edit, duplicate, or alter the Submission for any purpose, and you irrevocably waive any moral rights. You also waive any right to approval and compensation for the Submission.

CostPill's rights to use or disclose Protected Information in a Submission shall be limited as required by law.

Third-Party Products and Services

CostPill may offer Third-Party Goods and Services, including Labs, Pharmacies, Medical Groups, and Providers, for sale on the Service. Your use of Third-Party Goods and transactions with Third Parties, including payment and delivery of goods or services, are solely between you and such Third Parties. Conduct necessary or suitable research before engaging in any online or offline transaction with Third-Parties or Third-Party Goods and Services. You are responsible for using the Service and sharing personal information.

You acknowledge that CostPill is not liable for any loss or damage suffered due to your use of the Service, including Third-Party Goods and Services or interactions with Third-Parties. You understand and agree that CostPill is under no obligation to become involved in any dispute between you and any Third-Party, any other User, or any other entity or individual. You, at this

moment, release and indemnify CostPill and their respective corporate parents, subsidiaries, and affiliates, and all of their separate contractors, directors, officers, employees, representatives, proprietors, partners, and shareholders.

Sale Conditions

CostPill may limit order quantities or refuse orders without warning. We reserve the right to remedy an error, update your purchase, charge the right price, cancel the order, and refund any money set. Product prices may vary. Our Service purchases are subject to sales, usage, duty, customs, and other governmental taxes, levies, and fees ("Taxes"). If required, we will collect Taxes. Unless otherwise noted, we will estimate taxes at checkout. Taxes may differ from checkout. Variations in processor programs and tax rates may affect this. Not all states require us to collect taxes. You may have to declare and pay taxes if we do not collect taxes.

The Service accepts only valid payment methods. You authorize your payment method. You authorize us to charge your order's payment method, including taxes, shipping, and handling. We'll keep trying until your payment method is accepted. When your credit card expires, we and our third-party payment service providers may request new card numbers and expiration dates from your card issuer. Suppose such updated information is provided to us and our third-party payment service providers. In that case, you agree that we may update your account information and use it to process payments for your future purchases and applicable subscription charges (including taxes, shipping, and handling charges). Your credit card issuer may allow you to withhold updated card information from vendors and third-party payment service providers. Contact your card issuer to stop updating your payment card. We are not liable for bank or payment card fees. We may bill your account directly and request payment via a mailed statement if your bank or card issuer reverses a charge.

If some products in your order are unavailable, we will only charge the pricing, taxes, and other applicable charges for those in the shipment. Your payment card number and expiration date, billing address, shipping address, phone number, and email address may be requested when you purchase the Service. By submitting such information, you grant CostPill without charge the irrevocable, unencumbered, universe-wide, and perpetual right to provide such information (and any updated information we receive) to third parties (e.g., payment processing companies, buyers on the Service, sellers on the Service) to facilitate the transaction.

Online payment processing applications on the Service handle all credit card, debit card, and other monetary transactions. Stripe is CostPill's third-party online payment processing vendor. Stripe's privacy policy and information security measures (the "Stripe Policies") can be found at <https://stripe.com/us/privacy> or by contacting Stripe. The Stripe Policies are for reference only and are not part of this Agreement. CostPill's relationship with Stripe, if any, is contractual because Stripe is a third-party vendor and not under CostPill's direction or control. Their relationship is not one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers, or the like.

You agree to pay shipping and handling fees displayed at checkout. We may adjust shipping and handling prices anytime, but we'll notify you before buying. Estimated delivery dates and times are not guaranteed. Unless we express otherwise in writing, you assume the risk of loss or damage to a product upon delivery to our designated carrier.

User complaints will be addressed individually. In our sole discretion, we will resolve customer issues and concerns based on each User's facts and circumstances.

Full Package Policy

Certain items sold by our pharmacy are available only as full packages. This policy is in place for several reasons, including but not limited to:

1. High Cost of Items: Many of these items are high-cost products, and selling them as a full package helps us manage inventory and pricing effectively.
2. Unlikelihood of Partial Sales: It is often unlikely that a broken or partial package would be needed by another patient, and maintaining the integrity of the package ensures that all patients receive products in their original, sealed condition.

By purchasing items from CostPill, you agree to the following terms:

1. No Partial Sales: We do not sell or distribute individual components or portions of these full-package items. All sales are final and are provided as received from the manufacturer or distributor.
2. Customer Acknowledgment: By completing a purchase of a full package item, you acknowledge and accept that the product will be provided in its entirety as shipped to us by the manufacturer, and that partial sales are not available.

If you have any questions or concerns regarding this policy, please contact our customer service team before making your purchase.

Electronic communications

You electronically communicate with us, Medical Group, and its Providers when you utilize the Service or send emails or SMS messages. You authorize electronic communications from us, the Medical Group, and its Providers. Email, SMS, and the Service are our communication methods. You agree that our electronic Agreements, notices, disclosures, and other communications fulfill any legal requirement for writing. You also agree that our electronic messages are deemed given and received on the date we transmit them as indicated in this Agreement.

Copyright

CostPill terminates any User who regularly breaches copyright upon quick notification by the copyright owner or legal agent. If you suspect your work has been copied and uploaded on the Service in a way that violates copyright, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the copyright owner; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Service of the material that you claim is infringing; (4) your address, telephone number, and e-mail address; and (5) a written statement by you that you have a good faith belief that the copyright owner does not authorize the disputed use. contact@costpill.com is CostPill's Copyright Agent's address for copyright infringement allegations.

Third-party beneficiaries

If there is no license or terms of use, this Agreement will govern any use of third-party software provided in connection with the Service or third-party Goods and Services accessed or used in connection with the Service. You must also follow any third-party terms of the Agreement when using the Service.

Except for the preceding or as otherwise explicitly outlined in this Agreement, including concerning the indemnification obligations contained herein in favor of CostPill, the Medical Groups, the Pharmacies, the Labs, and the Providers, and the arbitration Agreement, we at this moment expressly agree that neither party intends to create or establish third-party beneficiary status rights or their equivalent in any other referenced individual, subcontractor, or third party,

and, except as explicitly outlined in this Agreement, that no third party shall have any right to enforce any right or enjoy any benefit that is created or established under this Agreement.

You agree to the following:

1- You will contact us if you experience any side effects of treatment, start of new medication, or develop or have any change in your medical conditions. You understand that the prescribed treatment is solely for your personal use.

2- You have answered all the above questions accurately and truthfully and our prescriber takes your answers to the above questions in good faith with trust to base their prescribing decision accordingly and you understand that incorrect or inaccurate information or answers can be hazardous to your health.

3- You will read the patient information leaflet supplied with your medications.

Contact Us

Please email contact@costpill.com with any queries about this Agreement or call us at (510) 573-0064. We'll answer your questions quickly.