

1. Terms of Service Generally

These Terms of Service (the “**Terms**”) govern the relationship between you and The Pill Club (“**The Pill Club**”, “**we**”, “**us**” or “**our**”) regarding your use of The Pill Club website (the “**Website**”) and the mobile applications (the “**Applications**” and, together with the Website, the “**Services**”).

By using the Services, you agree to be bound by these Terms and by our [Privacy Policy](#), which is hereby incorporated into these Terms by reference. If you do not accept these Terms in their entirety, you may not access or use the Services.

The Pill Club IS NOT A PROVIDER OF MEDICAL SERVICES. WE DO NOT HAVE PHYSICIANS ON STAFF AND DO NOT HAVE PHYSICIANS OR OTHER STAFF ON HAND TO HANDLE AN EMERGENCY. THEREFORE, DO NOT USE THE SERVICES IF YOU NEED MEDICAL CARE OR IN THE EVENT OF A MEDICAL EMERGENCY. IF YOU NEED MEDICAL CARE, PLEASE CONTACT YOUR PHYSICIAN. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 OR GO TO YOUR NEAREST EMERGENCY ROOM.

By using our Services, you agree that any health-related content found in the Services provides only general, reference information and is not intended to be specific guide for self-medication purposes or a substitute for professional medical advice. If you have questions, you should discuss the content provided with a licensed healthcare professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before taking or using any device, medication, or supplement discussed on the Services.

We reserve the right to make changes or modifications to these Terms at any time and in our sole discretion. If we make any changes to these Terms, we will notify you of the amended Terms by posting them to our Website. The amended Terms will be effective immediately upon posting. It is your responsibility to check the Website for any changes to these Terms, and you will be deemed to have accepted such changes by continuing to use the Services. If at any time you choose to no longer be bound by these Terms, you must stop using the Services.

2. Grant of License

Subject to your agreement and continuing compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to download and install the Applications on devices that you own and control, and to run the Applications solely for your own personal, non-commercial use. We reserve all rights in and to the Applications that are not explicitly granted to you in these Terms.

All of the information, text, graphics, pictures, data, video content, software, music, sounds, and other works of authorship (collectively, the “**Content**”), including the selection and arrangement of such Content, that is contained within the Services or is otherwise made available through the Services, is owned, controlled, or licensed by or to The Pill Club, and is protected by copyright, patent, trademark, trade dress, and other laws of the United States and other countries. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to view, download, and print the Content for your own personal, non-commercial purposes. Except as expressly provided in these Terms, you may not copy, reproduce, republish, upload, display,

reverse engineer, modify, create derivative works from, transmit, resale, distribute, or exploit for commercial gain any of the Content without our prior express written permission.

3. Account Registration

To use the Services, you will be required to create an account with The Pill Club (an “**Account**”). As part of the Account creation process, you will provide an email address and password. Your email address and password are your credentials to access the Services. You are responsible for keeping your password and log-in information secure. If you believe that your password has been stolen or compromised, it is your responsibility to change your password right away, either from within the Services or by contacting us support@thepillclub.com.

As part of the Account creation process, you will also provide certain personal information such as your name and birthdate. It is your responsibility to keep your information accurate and up to date.

You will not:

- Create multiple Accounts;
- Provide false personal information to us or create any Account for anyone other than yourself without such person’s permission;
- Use a user name that is the name of another person with the intent to impersonate that person; or
- Use another person’s Account unless that person has authorized you to do so.

If you wish to delete your Account, please send an email to support@thepillclub.com.

4. Eligibility and Conduct

You will use the Services only for their intended purposes as communicated to you by us. In addition to other prohibitions as set forth in these Terms, you are prohibited from using the Services to:

- Engage in any act that we deem conflicts with the spirit or intent of the Services;
- Conduct any unlawful act or solicit others to perform or participate in any unlawful acts;
- Violate any international, federal, or state laws, regulations, or court orders;
- Interfere with or circumvent the security features of the Services, any other websites, mobile applications, software or hardware or the internet;
- Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer the Services;
- Make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person;
- Harass, abuse, insult, harm, defame, slander, disparage, or intimidate a person; or
- Solicit or attempt to solicit personal information from other users or collect or post anyone’s private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Services.

5. Suspension and Termination of Account and Services

WITHOUT LIMITING ANY OTHER REMEDIES, THE PILL CLUB RESERVES THE RIGHT TO LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE YOUR ACCOUNT OR YOUR ACCESS TO THE SERVICES OR PORTIONS THEREOF, WITH OR WITHOUT NOTICE TO YOU, IF YOU ARE, OR THE PILL CLUB SUSPECTS THAT YOU ARE FAILING TO COMPLY WITH ANY OF THESE TERMS.

If you believe that your Account has been wrongfully terminated, please contact us at support@thepillclub.com.

6. Patient Choice

By signing up for The Pill Club, you have the option to use our Telemedicine and/or our Pharmacy Services. Upon using our Telemedicine Service, you have the choice to use The Pill Club Pharmacy or another pharmacy of your choice. When you sign up for either Services, you will inform The Pill Club of any pertinent medical and medication history in order to provide you with the best care.

7. Transfer of Prescriptions

When you create an Account, we give you the opportunity to transfer your prescriptions from your current pharmacy to us. By entering your current pharmacy's information into the Services and clicking **transfer my prescriptions**, you authorize us to contact your current pharmacy and request a transfer of your prescriptions to a Partner Pharmacy to dispense your medications for your next refill.

8. Authorization to Contact You

It is important for us to be able to contact you to keep you updated on any issues related to the Services. We may send you notifications related to prescription and order status, your insurance coverage, your doctor's instructions, delivery confirmations, security alerts, Applications updates, new services, and other administrative messages. You acknowledge that the transmission of information over the internet and wireless communication networks are never completely private and secure and may be intercepted or read by others. Therefore, by using the Services, you authorize us to send you messages by e-mail, text-message (SMS), Applications notification or phone that may contain personal information or medical information. If you wish to communicate with us securely, we can give you a secure phone call. Text messages sent to or received by us may count towards monthly quotas on your mobile phone plan. Standard text messaging rates apply.

9. Consent to Electronic Disclosures

You agree that The Pill Club may send the following to you by e-mail or posting them on the Website: these Terms, including legal disclosures; future changes to these Terms; our Privacy Policy; our Notice of Privacy Practices; and other notices, legal communications or disclosures and information related to the Service (the "Communications"). You consent to receive these Communications electronically. You agree to notify us promptly if your e-mail address changes. Your consent to conduct actions electronically and our agreement to do so covers all actions you conduct through the Service.

10. Communication with Your Health Care Professionals

Pursuant to the terms of our Privacy Policy and Notice of Privacy Practices, we may contact the doctors or other health care professionals involved in your care or treatment on your behalf to request clarifications, prescription modifications, or additional refills.

11. Payment for Medications

It is your responsibility to pay any out of pocket expenses for the medications you receive from the Pill Club, including any co-pay required by your prescription drug benefit plan. When you make a payment using the Services, you authorize us to keep your credit card on file for future purposes. For continuity of care, you agree to automatic refills to prevent any gap in medication coverage. You may opt out of automatic refills by contacting us. We will automatically charge the credit card on file as each refill becomes due. We will notify you if the payment due is higher than the previous amount authorized.

For patients who do not have insurance or choose not to use insurance, medication prices may vary depending on specific circumstances. A comprehensive charge schedule is available upon request.

12. Delivery

Upon signing up, you designate employees of The Pill Club Holdings, Inc. as your Account representative. Your Account representative will pick up your medications from a licensed-pharmacy and deliver them to the address that you enter in the Services during the time window indicated to you in the Services. If you are not home at the time of delivery, we will attempt to contact you by phone, text message, or through the Services. If we are unable to contact you, you authorize us to leave your medications at another location that you indicate in the “**Special Delivery Instructions**” field in the Services.

13. Feedback

We welcome feedback from all our users. If you have feedback about how we can improve the Services, please let us know by sending an email to support@thepillclub.com. You assign all intellectual property in any suggestions, ideas, or feedback that you provide to us related to the Services.

14. Third-Party Website

We may provide links to third-party websites or services that are not owned or controlled by us. We assume no responsibility for the content, privacy policies, or practices of any third-party website or service. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services. It is your responsibility to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

15. Disclaimer of Warranties

USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. WE PROVIDE THE SERVICES “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE.” WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE SERVICES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE,

OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES; AND (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF SERVICES OR COMMUNICATIONS PROVIDED BY A PARTNER PHARMACY OR AN AFFILIATE OF A PARTNER PHARMACY. WE EXPRESSLY DISCLAIM ANY WARRANTY, EXPRESSED OR IMPLIED, RELATED TO THE COMPETENCY, QUALITY OF WORK, OR QUALIFICATIONS OF A PARTNER PHARMACY. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES AND REMOVE THE APPLICATIONS FROM YOUR MOBILE DEVICE. THIS SECTION 13 SHALL NOT APPLY TO THE PROVISION OF PROFESSIONAL PHARMACY SERVICES BY THE PILL CLUB.

16. Limitation of Liability

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, GOOD WILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING FROM (i) THE USE OR INABILITY TO USE THE SERVICES, (ii) THE UNAUTHORIZED ACCESS OR ALTERATION OF DATA, TRANSMISSIONS, OR COMPUTER SYSTEMS RELATED TO THE SERVICES, OR (iii) ANY OTHER MATTER RELATING TO THE SERVICES, WHETHER BASED ON CONTRACT, TORT, PRODUCT LIABILITY, WARRANTY, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU LIVE IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATION SHALL NOT APPLY TO YOU. IF, NOTWITHSTANDING THE OTHER PROVISIONS IN THESE TERMS, WE ARE FOUND TO BE LIABLE TO YOU, ANY LIABILITY TO YOU BY US, BY ANY PARTNER PHARMACY, OR BY ANY OTHER BUSINESS PARTNER WILL NOT EXCEED THE GREATER OF (a) THE FEES PAID BY YOU TO THE PILL CLUB IN THE SIX (6) MONTHS PRECEDING THE CAUSE OF THE LIABILITY, OR (b) ONE-HUNDRED DOLLARS (\$100). THIS SECTION 14 SHALL NOT APPLY TO THE PROVISION OF PROFESSIONAL PHARMACY SERVICES BY THE PILL CLUB.

17. Survival

Sections 2, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 shall survive any termination or deletion of your Account.

18. Indemnification

You agree to indemnify, defend and hold harmless The Pill Club, our officers, directors, shareholders, successors in interest, employees, agents, subsidiaries, and affiliates from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in

connection with (i) your violation of these Terms or any applicable law or regulation, whether or not referenced herein, (ii) your violation of the rights, including intellectual property or other proprietary rights, of any third party, (iii) your User-Generated Content, or (iv) your use or misuse of the Services.

19. Governing Law and Venue

These Terms and the Privacy Policy shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. You agree to the personal jurisdiction and venue of the state and federal courts in Santa Clara County, California and waive any objection to such jurisdiction or venue.

20. Dispute Resolution

In the event of any controversy or dispute between the Pill Club and you arising out of or in connection with your access to or use of the Services the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

21. General Terms

Our failure to enforce any right or provision of these Terms or the Privacy Policy will not be considered a waiver of those rights. If for any reason, any part of these Terms or the Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions of the Terms or the Privacy Policy shall remain in full force and effect. These Terms, the Privacy Policy and the Notice of Privacy Practices constitute the entire agreement between you and The Pill Club regarding the Services, and supersede and replace any prior agreements between you and The Pill Club regarding the Services.

22. Contact Us

If you have any questions about these Terms or the Privacy Policy, please contact us by email at support@thepillclub.com.