



AMONG OTHER ACTIVITIES, LUMA HEALTH CO. SERVICES ENABLE COORDINATION AND COMMUNICATION WITH A LICENSED HEALTH CARE PROVIDER. IT DOES NOT REPLACE YOUR RELATIONSHIP WITH ANY PHYSICIAN NOR IS ANY PHYSICIAN-PATIENT RELATIONSHIP CREATED BETWEEN YOU AND LUMA HEALTH CO. OR ANY EMPLOYEE, CONTRACTOR, OR OTHER REPRESENTATIVE OF LUMA HEALTH CO..

THESE SERVICES MIGHT NOT BE APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY OR MENTAL HEALTH CRISIS, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT ACCESS THE SERVICES FOR EMERGENCY OR CRISIS CARE.

THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT BY A LAWSUIT OR RESORT TO COURT PROCESS. THIS MEANS THAT (I) YOU ARE GIVING UP, AND YOU WAIVE, THE RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY OR A JUDGE (EXCEPT AS SET FORTH EXPRESSLY IN SECTION 16), AND (II) THAT YOU ARE GIVING UP, AND YOU WAIVE, THE ABILITY TO PURSUE ANY SUCH DISPUTE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING.

Introduction

Luma Health Co., LLC and its affiliates (collectively, "Luma Health Co," "we ", "us", or "our") own and operate the website located at <https://lumahealthco.com/> (the "Website"). We refer to the Website and other services provided by Luma Health Co. together herein as the "Services." In these Terms of Use, the terms "you" and "yours" refer to the person using the Services.

These terms and conditions of use ("Terms of Use") describe your rights and responsibilities with regard to the Services. Your access to and use of the Services is subject to these Terms of Use, our Privacy Policy, as well as all applicable laws and regulations. In using certain parts of the Services, you may be presented with additional or supplementary terms regarding the use of those specific Services, and you agree to review and be bound by such additional terms.

PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY SET FORTH THE IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT THE SERVICES.

YOU UNDERSTAND THAT BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH



THESE TERMS OF USE. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU MAY NOT USE THE SERVICES.

THE TERMS OF USE ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.

These Terms of Use Contain the Following Sections:

Services Overview, Availability, and Eligibility
Telehealth and Pharmacy
Registration and Account Creation
Privacy
Ownership and License to Use the Services
User Content and License to Use Such Content
Copyright Notices
Restrictions on Use
Disclaimer of Warranties
Limitation of Liability
Indemnification
Third-Party Links and Features on the Services
Changes to the Terms of Use and the Services
Payments
Termination
Governing Law; Dispute Resolution; Arbitration; Venue; Severability
Communications by Text Message and Email
Miscellaneous Terms
Contact Us
Additional Terms for Specific Products and Services

Availability

Certain of our Services are currently only available to individuals located in certain states. We are currently authorized to provide services in all states except Wisconsin and Nebraska. If you live in any states not listed, our Services are unavailable to you, and you will not be authorized to perform check out for Services.

1. Services Overview, Availability, and Eligibility

Overview of the Services. The Services may include (i) providing individuals with information on health care and wellness; (ii) providing individuals with access to partner



pharmacy services; (iii) providing individuals with access to technology-oriented tools for addressing certain health issues; (iv) development and gathering of health care records and health care information with retention of the same for use in healthcare provider appointments, communications, and pharmacy services all of which are provided by third-party unaffiliated providers; (v) administrative support in connection with scheduling, payment for health care provider services, and payment for pharmacy services; and (vi) telecommunications support for using the Services as a means of direct access to a health care provider for communication, consultations, assessments, and treatment by such health care organizations and their providers.

Availability. Certain of our Services are currently only available to individuals located in certain states. You will be provided with notice of such limitations on availability of certain Services in your location when using those parts of the Services.

Luma Health Co. is based in the United States. We provide the Services for use only by persons located in the United States. We make no claims or representations that the Services or any material included in the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so at your own risk and you are solely responsible for compliance with local laws, including export laws as applicable.

Eligibility. Our Services are intended for use by you only if you are 18 years of age or over. To qualify to use the Services, the following must be true, and by accessing or using the Services, you represent and warrant that they are true:

You are age 18 or over or, if you are accessing the Services in violation of the Eligibility requirement related to age, you otherwise have the express consent of your parent or legal guardian. Note, however, that some Services may only be available to individuals over the age of 21, and in such circumstances, you will be notified of this requirement. You are located in a state where we operate (depending on the type of Services). You agree to be legally bound by and comply with these Terms of Use. You are located within a state where we permitted by law to operate

You understand and agree that satisfying the above requirements does not guarantee that you will receive Services. In addition to the above requirements, Luma Health Co. and certain affiliated professional entities reserve the right to change or include new requirements as deemed appropriate in their sole discretion without providing prior notice to you.



To access or use the Services, you must have compatible devices, access to the Internet, and certain necessary software. Fees and charges may apply to your use of mobile services and to the Internet.

2. Telehealth and Pharmacy

Telehealth Services. Telemedicine involves the delivery of health care services using electronic communications, information technology, or other means between a health care provider and a patient who are not in the same physical location. Telemedicine may, consistent with the applicable standard of care, be used for diagnosis, treatment, follow-up and/or related patient education, and may include, but is not limited to:

Electronic transmission of medical records, photo images, personal health information, or other data between a patient and health care provider.

Interactions between a patient and health care provider via audio, video, and/or data communications; and

Use of output data from medical devices, sound, and video files.

The electronic systems used in the Services will incorporate network and software security protocols to protect the privacy and security of health information and will include measures to safeguard your data to ensure its integrity against intentional or unintentional corruption or unlawful access. By accepting the Terms of Use, you agree and consent to Luma Health Co., its contracted physician practices, the affiliated physician practices, the health care providers contracted or employed by the affiliated physician practices, and any other health care organization(s) or provider(s) with whom we contract to partner to provide the Services to you sending you disclosures, notices, messages, reports, and other communications either in writing or electronically including without limitation through your account or by email. It is your responsibility to monitor these communications. You acknowledge and agree that, in addition to any other limitation of liability, indemnification, or similar disclaimer set forth in these Terms of Service, you will not hold us, any contracted or affiliated physician practice, any health care provider contracted or employed by physician practice, or any health care organization(s) or provider(s) with whom we contract to offer the Services to you liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or for your failure to comply with any treatment recommendations contained in these communications. Moreover, you acknowledge and agree that no means of electronic transmission can be guaranteed to be 100% secure. By accessing or using the Services, you agree to us transmitting health and other information to you



electronically and that any information sent to or signed by you or us electronically shall be deemed equivalent to as if such information was provided or signed in writing.

Consent to Telehealth.

We provide websites and applications through which you can obtain an online visit with an independent, licensed health care professional (a "Provider") and mail order pharmacy services for any medications prescribed to you (collectively, the "Services"). The Services constitute a form of telehealth, which involves the delivery of health care services using electronic communications between a health care provider and a patient who are not in the same physical location. We believe that telehealth has the potential to provide a number of benefits, including convenient, discreet, and affordable care. Telehealth may be used for diagnosis, treatment, follow-up and/or patient education consistent with the applicable standard of care. Telehealth may include, but is not limited to:

Electronic transmission of medical records, photo images, personal health information or other data between a patient and a Provider;
Interactions between a patient and a Provider via audio, video and/or asynchronous data communications, such as secure messaging and email; and
Use of data from remote monitoring devices, medical devices, and sound or video files.

The websites, applications, and information systems used in the Services incorporate network and software security protocols to protect the privacy, security, and integrity of your health information.

Possible Benefits of Telemedicine

Telehealth can make accessing medical care easier, more efficient, and less expensive. You can obtain medical care and treatment at times that are convenient for you. You can interact with providers without the necessity of an in-office appointment.

Possible Limitations of Telehealth

Information transmitted to your Provider may not be sufficient to allow for appropriate medical decision making by your Provider or your Provider may not be able to provide medical treatment for your condition via telehealth, and you may be required to seek alternative care.

The inability of your Provider to conduct certain tests or assess vital signs in person may



in some cases prevent the Provider from diagnosing or treating you or identifying that you need urgent medical care.

Your medical care could be delayed due to technological failures that interrupt the Services.

Data security protocols or safeguards could fail and cause a breach of your identified health information.

Due to the nature of the Services and regulatory requirements in certain jurisdictions, your treatment options, especially pertaining to certain prescriptions, may be limited.

By accepting these Terms of Service including this Consent to Telehealth, you acknowledge your understanding and agreement to the following:

I have read this Consent to Telehealth carefully and understand the risks and benefits of the use of telehealth in my medical care and treatment.

I give my informed consent to receive medical care and treatment by telehealth from Providers contracted with Luma Health Co.

I understand that the delivery of health care services via telehealth is an evolving field and that the use of telehealth in my medical care and treatment may include uses of technology not specifically described in this consent.

I understand that while the use of telehealth may provide potential benefits to me, as with any medical care service no such benefits or specific results can be guaranteed. My condition may not be cured or improved, and in some cases, may get worse.

I understand that I have a duty to answer questions about my health and medical history honestly and accurately, and to keep all of my health care providers, including my Provider, up to date on any changes in my health, symptoms, treatments, or medications.

I understand that withholding or providing inaccurate information about my health and medical history in order to obtain treatment may result in harm to me, including, in some cases, death.

I understand that my Provider may determine in his or her sole discretion that my condition is not suitable for treatment using telehealth, and that I may need to seek medical care and treatment in-person or from an alternative source.

I understand that the Services enable coordination and communication with a Provider and do not replace my relationship with any existing health care provider.

I understand that I cannot obtain emergency care through the Services, and I should call 9-1-1 and seek immediate medical treatment if I am experiencing a medical emergency.

I understand that my information, including my identified health information, will be collected, used, shared, and protected as described in the Privacy Policy.

I understand that I have access to all of my health and wellness information pertaining to



my telehealth consultation with my Provider in accordance with applicable laws and regulations.

I understand that Luma Health Co. and my Provider will share my telehealth record with my other health care providers only with my consent and at my request. I understand that I can have my telehealth record sent to my other health care providers by emailing Luma Health Co. at info@lumahealthco.com and providing my consent along with my health care provider's name, address, and phone number.

I understand that a technical failure affecting the Services may result in the loss of my information and/or interrupt my online visit. In addition to any disclaimers that I agreed to by accepting this Terms of Service, I agree to hold Luma Health Co. harmless for any loss of information or delay in care resulting from a technical failure.

I understand that I can withhold or withdraw this consent at any time by emailing Luma Health Co. at info@lumahealthco.com with such instruction. Otherwise, this consent will be considered renewed upon each new telehealth consultation with a Provider.

I agree and authorize Luma Health Co. and my Providers to collect, use, and share my information, including my identified health information and other information regarding the telehealth exam, as described in the Privacy Policy and for any other purposes permitted by law, including for treatment, payment, and health care operations purposes.

All capitalized terms used in this Consent to Telehealth but not defined herein have the meanings assigned to them in the Terms of Use. For avoidance of any doubt, the terms "Luma Health Co.", "we", "us", or "our" refer to Luma Health Co., LLC and the terms "you" and "yours" refer to the person using the Services.

Your Relationship with Luma Health Co.

Luma Health Co. does not provide any medical services, including via the Services. Rather, Luma Health Co. provides a technology platform for you to access a health care provider who is employed or contracted with a partner physician practice and obtain access to additional information, which you may or may not choose to utilize in planning your health care and wellness. The health and wellness resources made available through our Services are for informational purposes only and are not a substitute for direct in-person health care services in all cases; nor are they an indicator of specific results. The decision to focus on diagnosis, treatment recommendations, or both, rests with you and your Provider. You understand that by coordinating and consulting with a contracted physician practice or its health care providers through the Services, you are not entering into a physician-patient relationship with Luma Health Co.



Except for specific communications received from an contracted physician practice or its health care providers of such practices, none of the information you receive through the Services should be considered medical advice.

No Insurance Accepted, Notice of Your Financial Responsibility. Luma Health Co. and the contracted physician practices do not accept commercial health insurance plans, are not in-network with any commercial health insurance plans and are not enrolled with federal or state health care programs, such as Medicare and Medicaid. By choosing to use the Services, you are specifically choosing to obtain products and services on a cash-pay basis outside of any commercial health insurance plan or federal or state health care program. Thus, you are solely responsible for the costs of any services or products provided to you. If you are a federal health program beneficiary, you agree that neither you, Luma Health Co., the contracted physician practices, or any of the health care organization(s) or provider(s) with whom we contract to provide health care and pharmacy services to you will submit a claim for reimbursement to any federal or state healthcare program for the costs of the services and products provided to you through the Services. Please also see Section 14 below for additional terms applicable to your payment obligations.

Pharmacy Services. If you receive a prescription for a medication as a result of your use of the Services, such medication will be dispensed by a licensed Pharmacy. You give us consent to send and disclose to the pharmacy all information provided by you, health care records, and other applicable health care information and personal information (such as your name, location, and demographic information) so that you may receive pharmacy services, including, but not limited to, any dispensed medication.

You acknowledge that your medication may also not be shipped in child-resistant packaging and that you must keep it out of the reach of children.

3. Registration and Account Creation

Although certain parts of the Services are accessible without creating an account, you may be required to create an account to access and use certain parts of the Services. If you create an account, you agree to provide information that is accurate, complete, and correct, and to accurately maintain and update any information about yourself that you have provided to Luma Health Co.. If you do not maintain such information, or Luma Health Co. has reasonable grounds to suspect as much, Luma Health Co. has the right to suspend or terminate your account and your use of the Services. You agree to keep confidential your username and password and to exit from your account at the end of



each session. You are responsible for all activities that occur under your account and for maintaining the confidentiality of your password. You also agree to immediately notify Luma Health Co. of any unauthorized use of your username, password, or any other breach of security that you become aware of involving or relating to the Services by emailing Luma Health Co. at info@lumhealthco.com. Luma Health Co. may take any and all actions it deems necessary or reasonable to maintain the security of the Services.

You are responsible for changing your password promptly if you think it has been compromised. You may not transfer or share your password with anyone or create more than one account. You may not use anyone else's account at any time. Luma Health Co. explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

4. Privacy

Luma Health Co. understands the importance of confidentiality and privacy regarding your health information. Please see our Privacy Policy available for information about how we collect and use your information. The Privacy Policy is hereby incorporated into these Terms of Use by reference and constitute a part of these Terms of Use.

5. Ownership and License to Use the Services

Ownership. As between Luma Health Co. and you, Luma Health Co. is the sole and exclusive owner of all right, title and interest in and to the Services and their content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement and look and feel) ("Services Content"). You are not permitted to reproduce, publish, distribute, modify, reverse engineer, disassemble, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell, or participate in any sale of, or exploit in any way, in whole or in part, any of the Services or Services Content except as permitted by these Terms of Use or otherwise by Luma Health Co. expressly in writing. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Services or Services Content shall be owned solely and exclusively by Luma Health Co. or its licensors, including all intellectual property rights therein. You may not access or use for any commercial purposes any part of the Services or Services Content.

Certain names, logos, and other materials displayed in and through the Services may constitute trademarks, trade names, service marks or logos ("Marks") of Luma Health Co. or its affiliates. You are not authorized to use any such Marks without the express written



permission of Luma Health Co.. Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates.

Your License. Subject to your compliance with these Terms of Use, we hereby grant to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Services and Services Content solely for your personal and non-commercial use and only as permitted under these Terms of Use and the Privacy Policy. No other right, title, or interest in or to the Services or Services Content is transferred to you, and all rights not expressly granted are reserved by Luma Health Co. or its licensors.

6. User Content and License to Use Such Content

Except as provided in our Privacy Policy; or information governed by applicable federal and state-specific privacy laws and regulations; you understand and agree that any information you provide through the Services, whether by direct entry, submission, email or otherwise, including, but not limited to, data, questions, comments, forum communications, or suggestions/feedback, will be treated as non-confidential and non-proprietary and will become the property of Luma Health Co. and/or (i) the contracted physician practices, or (ii) individual health providers furnishing the Services ("User Content").

Except as provided in our Privacy Policy or subject to any applicable laws, User Content may be used by Luma Health Co. for any purpose, including, without limitation, reproduction, solicitation, disclosure, transmission, publication, broadcast, and posting, and Luma Health Co. shall be free to use such User Content for any purpose whatsoever, including, without limitation, developing and marketing products using such information, without any compensation owed to you. You hereby grant Luma Health Co., our service providers, our successors and assigns, our affiliated health care providers, and their contracted physician practices, the fully transferable and sublicensable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third parties any data or information you submit on or through the Services for the purposes of providing Services to you; marketing Services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of Luma Health Co. using such data. You understand that any User Content you publish in public forums will be viewable and copyable by other users of the forum and potentially the public at large.



WITHOUT LIMITATION OF THE FOREGOING, WE DO NOT ASSUME RESPONSIBILITY OR LIABILITY FOR THE USER CONTENT FOUND IN ANY PUBLIC FORUM, NOR FOR ANY CLAIMS, DAMAGES OR LOSSES RESULTING FROM ANY USE OF ANY PUBLIC FORUM OR THE USER CONTENT CONTAINED THEREIN.

You acknowledge, consent, and agree that we may access, monitor, preserve, and disclose your information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by law or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms of Use, our Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and (5) to protect the rights, property, or personal safety of Luma Health Co., its agents and affiliates, its users, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

7. Copyright Notices

Luma Health Co. reserves the right to remove any content or any other material or information available on or through our Services, at any time, for any reason. Luma Health Co. otherwise complies with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. This section describes the procedure that should be followed to file a notification of alleged copyright infringement with Luma Health Co..

Notification of Claimed Copyright Infringement. If you have objections to copyrighted content or material made available on or through our Services, you may submit a notification to our administrator at the following email address:

info@lumahealthco.com

Any notification to Luma Health Co. under 17 U.S.C. § 512(c) alleging copyright infringement must include all of the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed



An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works

An identification of the content or material that you claim is infringing and where it is located on our Services

Information sufficient for Luma Health Co. to contact you, such as your address, telephone number, and/or email address

A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law

A signed statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf

8. Restrictions on Use

You agree that in using or accessing the Services, you will not, and will not attempt to:

impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity

violate any local, state, national or international law (including export laws)
reverse engineer, disassemble, decompile, or translate any software or other components of the Services

distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or the Services, or any other system, device, or property

access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party

use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services
license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services, Service Content, or User Content other than as expressly permitted herein

create or develop competing products or services or for any other purpose that is to Luma Health Co. detriment or commercial disadvantage.

damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede



or harm in any manner the Services, Service Content, or User Content, in whole or in part use framing techniques to enclose any trademark, logo, or the Services without our express prior written consent

post, transmit or otherwise disseminate any content that, as we determine at our sole discretion: (i) is unlawful, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, violent, demeaning, intimidating, discriminatory, or racially, ethnically or otherwise objectionable, or infringes our or any third party's intellectual property or other rights, (ii) is derogatory or harmful to our reputation, the reputation of our licensors, contracted healthcare providers, contracted healthcare practices, or any of our or their respective officers, members, employees, representatives, licensors and/or suppliers, in any way; (iii) may incite violence or other unlawful activity; or (iv) is harmful to children in any manner; or (iv) attempts to obtain the personal information of other users

harm, harass, threaten, abuse, defame, demean, discriminate against, or intimidate any affiliated health care provider who provides health care services related to the Services, as we determine in our sole discretion

disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to the Services or any computer network

bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Luma Health Co. or any of our service providers to protect the Services.

remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services or any Service Content or User Content use any manual process or automated device to monitor or copy any content made available on or through the Services for any unauthorized purpose except as permitted hereinto transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation

copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Luma Health Co. or third-party content from the Services

otherwise use the Services in any manner that exceeds the scope of use granted herein encourage or enable any other individual to do any of the foregoing

9. Disclaimer of Warranties



YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Luma Health Co. AND ITS AFFILIATES, INCLUDING WITHOUT LIMITATION ALL CONTRACTED PHYSICIAN PRACTICES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "RELATED PERSONS") MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE FULLEST EXTENT OF APPLICABLE LAW, NEITHER Luma Health Co. NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR USEFULNESS OF THE SERVICES, SERVICES CONTENT, AND USER CONTENT. FURTHERMORE, Luma Health Co. DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND Luma Health Co. DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SERVICES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION, OR YOUR RELIANCE ON ANY SUCH CONTENT, MATERIAL, AND/OR INFORMATION.

10. Limitation of Liability

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT WILL Luma Health Co. , ITS RELATED PERSONS OR LICENSORS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL,



PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SERVICES OR ANY SERVICES CONTENT, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES. THIS IS TRUE EVEN IF Luma Health Co. OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL Luma Health Co. OR IT'S RELATED PERSONS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED IN THE AGGREGATE, THE GREATER OF (I) ONE HUNDRED DOLLARS (\$100), OR (II) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages such as in this section. Accordingly, some of these limitations may not apply to you. If you are a New Jersey resident, or a resident of another U.S. state that permits the exclusion of these warranties and liabilities, then the limitations in this section specifically do apply to you.

11. Indemnification

You agree to indemnify, defend, and hold harmless Luma Health Co. , its affiliates, its contracted health care practices, its subsidiaries, and all of their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from, (i) your use of the Services, or your use of the materials or features available on the Services, in an unauthorized manner, (ii) your fraud, violation of law, negligence, or willful misconduct, or (iii) any breach by you of these Terms of Use.

12. Third-Party Links and Features on the Services



The Services may contain hyperlinks, plug-ins, products, or features operated by third parties (“Third-Party Services”). Such Third-Party Services are not under our control; therefore, we are not responsible for the information, products or services described by, or for the content or features of any such Third-Party Services. We are providing these Third-Party Services to you only as a convenience, and the inclusion of any Third-Party Services does not necessarily imply endorsement of the Third-Party Services or any association with its operators. Your use of these Third-Party Services is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Third-Party Services. You may have arrived to the Services through a Third-Party Service, and you understand and agree that we are not responsible for the information, products or services described on those Third-Party Services and only these Terms of Use will apply to your use of or access to the Services.

No agency relationship is created between Luma Health Co. and any user or third-party. As such, we will not be involved in resolving any disputes between any user and another user or third party relating to or arising out of any transaction between such parties. We urge users and third parties to cooperate with one another to resolve any such disputes. In the event that you have a dispute with one or more other users or third parties through your use of the Services, you release Luma Health Co., its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

13. Changes to the Terms of Use and the Services

The Services are continually under development, and Luma Health Co. reserves the right to review or remove any part of these Terms of Use in its sole discretion at any time and without prior notice to you. You should check the Terms of Use from time to time when you use the Services to determine if any changes have been made. Any changes to these Terms of Use are effective upon posting to the Services, unless applicable law requires us to provide additional notice or take other actions before such changes can become effective. If you disagree with these Terms of Use, your sole and exclusive remedy is to discontinue your use of the Services. Your continued use after a change has been posted constitutes your acceptance of the changes.

You acknowledge and agree that: (1) all or any part of the Services may not be accessible at any time, for any period, or for any reason; and (2) Luma Health Co. will not be liable if for any reason all or any part of the Services are unavailable at any time or for



any period. Luma Health Co. reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Services or any portion thereof, with or without notice. You agree that Luma Health Co. shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

14. Payments

You agree to pay all fees due for Services requested at the fees and pursuant to all payment terms presented to you when engaging in transactions arising from your use of the Services. Prices are subject to change at any point in our sole discretion. You will see a prompt for your payment details, such as your credit card information and any promotional codes you may have. By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due.

You understand and agree that you are responsible for all fees due to receive health care services and pharmacy services, including any fees charged by the health care organization(s) or provider(s) that provide services to you in connection with the Services. Your payments to Luma Health Co. may include fees charged by health care organization(s) or provider(s) for health care services and/or pharmacy services, which Luma Health Co. collects on their behalf. Any health care services, or pharmacy services not provided by us, a contracted physician practice, or the Luma Health Co. Pharmacy Network, or otherwise made available through the Services are not included in the payments collected by Luma Health Co. and you may be separately charged by the applicable health care organization(s) and/or provider(s) for such services. In the event that your credit card expires or Luma Health Co., our affiliates, or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method. Luma Health Co. and/or the health care organization(s) and/or provider(s) have no obligation to provide any health care services or pharmacy services unless and until full payment has been received and/or verified. You are responsible for keeping your payment information (such as credit card number and billing address) accurate and up to date at all times.

Certain products or services offered on the Services may be offered on a subscription basis ("Subscription Services"). For Subscription Services, your payment method will be automatically charged at regular intervals as described during the checkout process for the applicable Subscription Services. You may cancel a subscription at any time before the cancellation cutoff date as indicated to you at the time you purchase a Subscription Service. You will also be informed about how you can cancel these Subscription Services.



EXCEPT AS OTHERWISE SET FORTH IN ANY RETURN OR REFUND POLICY PROVIDED TO YOU ON THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT DUE TO THE NATURE OF THE PRODUCTS AND SERVICES PURCHASABLE THROUGH THE SERVICES ANY APPLICABLE FEES AND OTHER CHARGES ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

15. Termination

The Terms of Use will remain in full force and effect as long as you continue to access or use the Services. You may terminate the Terms of Use at any time by discontinuing use of the Services. Your permission to use the Services automatically terminates if you violate these Terms of Use.

Luma Health Co. may terminate or suspend any of the rights granted by these Terms of Use and your access to and use of the Services with or without prior notice, for any reason, and at any time, including for violations of these Terms of Use. The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Venue, Severability of Provisions; No Waiver; and Assignment.

Subject to applicable law, Luma Health Co. reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Services pursuant to its internal record retention and/or content destruction policies. After such termination, Luma Health Co. will have no further obligation to provide the Services, except to the extent a contracted professional entity is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical, and professional obligations to you. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services in any way and further agree that if you violate this restriction after such termination, you will indemnify and hold Luma Health Co. harmless from any and all liability that Luma Health Co. may incur, therefore.

16. Governing Law; Dispute Resolution; Arbitration; Venue; Severability

IMPORTANT NOTE: PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND Luma Health Co. TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM Luma Health



Co.. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND Luma Health Co. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

Governing Law. These Terms of Use and your use of the Services shall be governed by the laws of the State of LA, without giving effect to the principles of conflict of laws. Subject to the requirement to arbitrate set forth in this Section 16, exclusive jurisdiction for all disputes that do not require arbitration will be the state and federal courts located in LA, and you consent to the jurisdiction of those courts.

Binding Arbitration, Generally. Except as described in the “Exceptions” section below, you and Luma Health Co. agree that every dispute arising in connection with these Terms of Use, the Services, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, common law, constitutional provision, respondent superior, agency or any other legal or equitable theory, regardless of whether a claim arises after the termination of these Terms of Use, and regardless of whether a claim arises before or after the effective date of these Terms of Use. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

Exceptions. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) file suit in a court of law to address an intellectual property infringement claim; or (c) seek injunctive relief in a court of law in a state or federal court LA Arbitrator. This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Use. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Luma Health Co..

Commencing Arbitration. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Luma Health Co. ’s address for



Notice is:

LUMA HEALTH CO., LLC

P.O. BOX 1056 LIVINGSTON, LA 70754

A copy of all Notices of Arbitration must also be sent to Luma Health Co. via email to info@lumahealthco.com

The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Luma Health Co. may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Luma Health Co. will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if Luma Health Co. has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Luma Health Co. may seek reimbursement for any fees paid to AAA.

Arbitration Proceedings. Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for US \$10,000.00 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. During the arbitration, the amount of any settlement offer made by you or Luma Health Co. must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

Arbitration Relief. Except as provided in the "No Class Actions" section below, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator's award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction.



No Class Actions. YOU AND Luma Health Co. 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 Luma Health Co. agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR Luma Health Co. WANTS TO ASSERT A DISPUTE AGAINST THE OTHER THAT IS SUBJECT TO ARBITRATION PURSUANT TO THESE TERMS OF USE, THEN YOU OR Luma Health Co. MUST COMMENCE SUCH DISPUTE BY DELIVERY OF A NOTICE OF ARBITRATION WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES — OR IT WILL BE FOREVER BARRED.

Severability. All parts of these Terms of Use apply to the maximum extent permitted by law. Luma Health Co. and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

17. Communications by Text Message and Email

By opting-in to receive text (SMS) messages from Luma Health Co. or by sending Luma Health Co. an initial text message (an "SMS Enrollment"), you consent to receiving text messages regarding your Luma Health Co. account and use of the Services. These text messages may include order confirmations, shipping notifications, messages from your healthcare provider, and other transactional messages, as well as promotional and marketing notifications, to the extent you have opted-in to receive such messages from Luma Health Co..

With your SMS Enrollment, you represent and understand that: (1) you are the owner or authorized user of the mobile device you used in order to initiate the SMS Enrollment, (2) you are authorized to approve any applicable charges in connection with the text messages you send to and receive from Luma Health Co. (3) you will be responsible for all messaging and other data charges that may apply for any text messages sent to you from Luma Health Co. , or from Luma Health Co. to you, and (4) neither Luma Health Co. , nor your or Luma Health Co. mobile carriers, will be liable for delayed or undelivered messages.



Note that access to the Services is not conditioned upon your consent to receive marketing or promotional text messages from Luma Health Co., and you can opt-out of any of Luma Health Co. SMS services at any time by texting "STOP" to the message received, from the mobile device that is subscribed to receive the SMS messages. After you send the text message "STOP" to us, we may send you one final text message to confirm that you have been unsubscribed. If you have opted-in to receive more than one type of text message from Luma Health Co. you will need to opt-out of each SMS service to which you are subscribed. Until you have done so, you may continue to receive the types of text messages from Luma Health Co. that you have opted-in to receive but have not unsubscribed from.

You also understand that while Luma Health Co. takes your privacy and the security of your health and other sensitive information very seriously, the transmission of information over the internet and mobile networks is not 100% secure. Text messages and emails that you send to or receive from Luma Health Co. are not encrypted, which means that it is possible they may be intercepted by third parties. If you choose to send or receive information about your health or any other sensitive information by text message or email, you do so at your own risk. By initiating an SMS Enrollment, you consent to sending text messages to Luma Health Co., and receiving text messages from Luma Health Co., that are not encrypted. Likewise, by emailing or giving your email, you consent to receiving unencrypted emails messages from Luma Health Co..

If you are experiencing any issues with Luma Health Co. text messaging or email services, or if you have any concerns about sending or receiving any sensitive information through text or email, please contact us directly. If you have questions specific to your text or data plan, please contact your wireless provider.

18. Miscellaneous Terms

No waiver. No waiver by Luma Health Co. of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Luma Health Co. to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

No agency relationship. Neither these Terms of Use, nor any Services Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our



behalf or bind us in any way.

Remedies. You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Assignment. You may not assign any of your rights under these Terms of Use, and any such attempt will be null and void. Luma Health Co. and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms of Use if some or all of the business of Luma Health Co. is transferred to another entity by way of merger, sale of its assets, or otherwise.

Notice for California Users. If you are a California resident, you hereby waive California Civil Code §1542, which says: "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." This release includes the criminal acts of others.

Headings. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This is the entire agreement between you and Luma Health Co. relating to the subject matter herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, excluding any other agreements that you may have entered into with Luma Health Co..

19. Contact Us

If you have any questions about these Terms of Use, please contact us at:
LUMA HEALTH CO., LLC ("Luma Health Co.")
info@lumahealthco.com