

## TERMS & CONDITIONS

By using QuickMD's weight loss services, you agree to the following Terms & Conditions ("Terms"):

Compliance With Instructions and Terms. You agree that you have read, understand, agree with, and will comply with, the instructions for use (including any warnings) and these Terms in connection with the use of our services. You agree not to use weight loss medication in any manner that does not comply with the instructions you have been provided, these Terms, for any illegal purpose. If you have any medical questions regarding this service, or if you need medical attention, you should consult with a healthcare professional.

No Resale. You shall not resell, transfer, exchange or trade any medication you may receive as a result of your visit with QuickMD.

Minimum Age. You must be at least 18 years of age and have the legal capacity to use our weight loss services.

State Exclusions. Residents of Louisiana may not participate in telehealth weight loss services.

No Guarantees. Patient results vary by individual and QuickMD does not guarantee any particular weight loss outcome.

No Refunds.

Patient understands and accepts that QuickMD shall not provide any refunds unless otherwise stated on our site.

Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE USE OF ANY SERVICES RECEIVED, AND YOU ARE SOLELY RESPONSIBLE FOR ALL ACTS AND OMISSIONS ARISING FROM OR IN CONNECTION WITH THESE TERMS OR ANY USE OF OUR WEIGHT LOSS SERVICE.

IN NO EVENT WILL QUICKMD, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OF ANY KIND, ARISING OUT OF OR RELATING TO ANY USE OF ANY MEDICATION RECEIVED. THE AGGREGATE LIABILITY OF QUICKMD, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, OR AGENTS IS LIMITED THE AMOUNT YOU PAID DIRECTLY TO QUICKMD FOR THE WEIGHT LOSS SERVICE.

Indemnification. You will defend and indemnify QuickMD and its officers, directors, employees, consultants, and agents from and against every action, proceeding, or claim, and any related liability, damage, loss, or expense, including reasonable attorneys' fees and costs, arising out of your use of this service, including any unauthorized use or misuse, and your violation of these Terms.

Dispute Resolution. Any claim or controversy between QuickMD and you arising out of or relating to these Terms or the purchase or use of any at-home test shall at the request of either QuickMD or you be determined by BINDING ARBITRATION. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), and under the rules of the American Arbitration Association (the "AAA"). If QuickMD and you cannot agree on an arbitrator, then QuickMD and you shall each select one arbitrator, and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said claim or controversy. BY AGREEING TO THESE TERMS, YOU AND

QUICKMD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Assignment. You may not assign or transfer these Terms or your rights under these Terms without our prior written consent. We may assign these Terms at any time without notice or consent. These Terms shall bind and inure to the benefit of QuickMD's and your heirs, successors, and assigns. The failure to require performance of any provision of these Terms will not constitute a waiver by QuickMD of any other breach or default.

Amendment. QuickMD reserves the right to amend these Terms at any time.