

TERMS AND CONDITIONS

Effective September 23, 2023

Found Terms

Last Updated: September 23, 2023

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

The Services are not appropriate for emergency care or urgent situations. Do not disregard or delay seeking medical advice based on anything that appears or does not appear on the Platform. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

These Terms (“**Terms**”) govern your use of the Found Health, Inc. website and any other website or online service or mobile application that Found operates and that links to these Terms (collectively, the “**Platform**”).

You may only access and use the Platform, including its content and any products or services provided through the Platform or otherwise by Found (the “**Services**” or “**Service**”) in accordance with these Terms. As part of offering the Services, Found contracts with Phippen Health of California, P.C., Phippen Health of Texas, P.A., Phippen Health of Delaware, P.A., Phippen Health of New Jersey, P.A., and any future formed affiliated medical groups with which we may contract (collectively defined as “**Medical Groups**”), to provide online telehealth medical consultations and secure messaging between Medical Group’s providers (each a “**Provider**” and collectively “**Providers**”) and their patients. Accordingly, our Services includes the professional medical services provided to you by Medical Groups through its contractual relationship with us, and your access to and use of these Services are subject to these Terms.

Throughout these Terms “Found”, “we”, “us”, and “our” means and refers to Found Health, Inc. and its current and future formed subsidiaries and affiliates, and Medical Groups and their current and future formed subsidiaries and affiliates. “You”, “your” means and refers to the person using the Services.

BY ACCESSING OR USING THE SERVICES, CLICKING “I AGREE”, CHECKING A RELATED BOX TO SIGNIFY YOUR ACCEPTANCE, OR USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ,

UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE TERMS, YOU MAY NOT USE THE PLATFORM OR ANY SERVICES PROVIDED ON OR THROUGH THE PLATFORM.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION AUTOMATICALLY RENEWS UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS. THE TERMS ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND FOUND, THE MEDICAL GROUPS OR PROVIDERS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU KNOWINGLY WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS FURTHER SET FORTH BELOW. WE EXPLAIN SOME OF THE EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.

1. Your Compliance with the Terms and Updates to the Terms

The Services are not intended for individuals under the age of eighteen (18) and individuals under the age of eighteen (18) are prohibited from using all or any part of the Services or entering into these Terms, even if a parent or legal guardian would be willing to provide consent to use of the Services or the Terms. Please contact us at compliance@joinfound.com if you are a parent or legal guardian of an individual under the age of eighteen (18) who you believe has used the Services without your consent.

Your compliance with these Terms, as well as all applicable laws and regulations, is a condition to your use of the Services. If you do not agree to be bound by the Terms, you are not authorized to access, register for or otherwise use the Services, or any information provided through the Platform or Services, promptly exit the Platform and discontinue your use of the Services. Please also consult our Privacy Policy and State Privacy Law Addendum for a description of our privacy practices and policies, including how we collect and handle your personal health information and financial information. The Privacy Policy and State Privacy Law Addendum are hereby incorporated into these Terms by reference and constitute a part of these

Terms. If you disagree with these Terms, your sole and exclusive remedy is to discontinue your use of the Site and Services. Your continued use of the Site or Services after a change has been posted constitutes your acceptance of the changes so you should check the Terms from time to time to determine if changes have been made.

2. Your Relationship With Us

Found does not provide any medical services itself. Rather, Found makes available to individuals who register as users of the Services certain products and services sold or offered by Found or by Medical Groups, Providers and third-party pharmacies and labs. Our Services also provide access to prescription fulfillment services offered by third party pharmacies (the “Pharmacies”) and clinical laboratory services from third-party laboratories (the “Labs”). All of the Providers, Medical Groups, Pharmacies and Labs are independent of Found and use the Services as a way to communicate with you.

We do not control or interfere with the practice of medicine by the Medical Groups or any Providers, each of whom is solely responsible for directing the medical care and treatment they provide. By accepting these Terms, you acknowledge and agree that Found is not a healthcare provider and that by using the Services, you are not entering into a doctor-patient or other health care provider-patient relationship with us. By using the Services, you may be entering into a doctor-patient or other health care provider-patient relationship with the Medical Group and/or one or more Providers.

Any information or advice received from a Provider comes from the Provider or Medical Groups alone, and not from Found. Your interactions with Providers via the Services are not intended to take the place of your relationship with your regular health care practitioners. Neither Found, nor any of its subsidiaries or affiliates or any third party who may promote the Services or provide a link to the Services, will be liable for any professional advice obtained from a Provider or the Medical Groups via the Services or for any other information obtained on the Platform.

Found does not endorse any specific tests, providers, medical groups, labs, pharmacies, medications, products or procedures that are recommended by Providers or Medical Groups who may use Found’s Services to communicate with you. Found does not make any representations or warranties about the training or skill of any healthcare Providers who provide services via the

Services. You acknowledge that your reliance on any Providers, Medical Groups, Labs or Pharmacies, or information provided by the Providers or Medical Groups via the Services is solely at your own risk and you assume full responsibility for all risk associated therewith.

By accepting these Terms, you agree and acknowledge that any Services you receive from the Medical Groups, Providers, Pharmacies and Labs through the Platform are also subject to these Terms and that the Medical Groups, Providers, Pharmacies and Labs are third-party beneficiaries of these Terms.

Found does not control or interfere with any professional service provided by the Medical Groups, Providers, Labs and Pharmacies, each of which is solely responsible for the provision of applicable professional services rendered via the Services.

3. Not Insurance

Found is not an insurer. The Services are not insurance products or services, and the amounts you pay to Found are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

4. Informed Consent for Telehealth Services

Telehealth involves the delivery of health and mental health care services using electronic communications, information technology or other means between a healthcare provider or mental health professional and a patient who are not in the same physical location. While the provision of health and mental health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. Telehealth services are not a substitute for in-person care in all cases. In order to use the Services, you will be required to review and agree to an informed consent regarding the use of telehealth (the “Informed Consent for Telehealth Services”) that will be provided to you via the Services. You agree that Found Health, Inc. is a third-party beneficiary of the Informed Consent for Telehealth Services and has the right to enforce it against you.

5. Ownership of the Platform and Related Materials

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

6. Electronic Communications

When you use Found Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

You agree to receive invitations, notifications, reminders and other communications from Providers, the Medical Groups and Found (and any of its affiliates or agents) through the Platform, or by email, text message (including any short message service), fax, phone or other method of communication. You agree and authorize Medical Groups, Providers and Found to make such communications through use of an automatic telephone dialing system and/or an artificial or prerecorded voice message system (“Automated Messages”) at any of the contact information provided to Found, Medical Groups or to Provider or to other service providers who are working with Found. You agree to immediately notify Medical Groups, Provider or Found if there are any changes to your mobile phone number or other contact information.

Automated Messages may include (without limitation) an invitation to download and use the Platform. By using the Services, you acknowledge and understand that you may receive multiple messages per day, and that you are responsible for any message and data rates charged by your mobile carrier. These communications may not be secure (not encrypted). Unsecured communications pose a risk to the confidentiality and privacy of the information being sent because they might be intercepted by a third party. You can opt out of receiving Automated Messages at any time, including by contacting Found at support@joinfound.com or replying “STOP” to an automated text message.

7. Notice Regarding Your Financial Responsibility for Services

Found, the Medical Groups, and the Providers are not enrolled with or a participating provider with any federal or state healthcare programs (i.e., Medicare, Medicaid) for the provision of any healthcare services or supplies and, as such, neither you nor Found, the Medical Groups, nor the Providers may receive payment from such programs for the services or products provided to you by Found, the Medical Groups, or the Providers. Further, to the extent that any of the Medical Groups, Pharmacies, Labs or Providers may be enrolled in federal or state healthcare programs, the Platform and other means through which Found provides services and products currently precludes such services and products from being covered benefits under these programs. Thus, the costs of the products and services made available to you by Found and the Medical Groups, Pharmacies, Labs and Providers are not eligible for payment under any federal or state healthcare program and you are solely responsible for the costs of any service or product provided to you.

By agreeing to use the Service, you acknowledge and agree that (1) you have sole financial responsibility for all Services or products you purchase, and (2) neither you nor Found, the Medical Groups, Pharmacies, Labs or the Providers may submit a claim for reimbursement to any federal or state healthcare program for the costs of the services and products provided to you.

8. Subscription Products

Certain Services and products available for purchase through the Platforms require that you purchase the product on a subscription basis, which means that your payment device will be automatically charged at regular intervals (as described in more detail in the offer terms presented during the checkout process) until you cancel your subscription in accordance with these terms.

We offer a variety of subscription plans at varying price levels. Please carefully read the additional terms applicable to your particular subscription plan at the time of checkout. To the extent permitted by law, subscription fees are final, non-refundable and subject to an early termination fee unless expressly stated otherwise.

We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit in one instance, we are under no obligation to issue the same refund or credit in the future. If we terminate your subscription for non-payment, or for breaching these Terms or Privacy Policy, any applicable early termination fees will be charged immediately upon cancellation. If you

choose to cancel your subscription and return to the program at a later date, you will be subject to any rate increases at the time of re-enrollment. You acknowledge that your subscription fees may be different from the subscription fee paid by others using the Services because of discounts or promotions offered to others for which you may not be eligible or which are not available at the time you signed up for the Services.

The subscription fee will not increase during the initial program commitment period (“Original Commitment Term”). Sales taxes and other government-imposed fees, however, are not part of the subscription price and may be added or adjusted at any time without notice as required by law.

In order to simplify the user experience on the Platform, you will only see and be required to pay a “total” subscription price. However, if a subscription for Services you purchase required a consultation with a Provider and/or includes a prescription product that you fill through one of the Pharmacies, then the total price you pay may include the amount charged by a Pharmacy for the prescription drug, and the amount charged by the Medical Group for the services of the Provider(s), as well as the amount we charge use of and access to the Platform. In such cases, we will collect from you the fees charged by the Medical Groups, Providers and Pharmacies and pass the applicable amounts through to them.

9. Prescription Products

Certain products available through the Platform require a valid prescription by a licensed healthcare Provider. You will not be able to obtain a prescription product unless you have completed a consultation with one of the Providers through the Platform, the Provider has determined the prescription product is appropriate for you, and the Provider has written a valid prescription.

If a Provider determines a prescription product is appropriate for you and writes a prescription, you will receive information about your options for filling the prescription. Some prescriptions may be filled through one of the Pharmacies by using the Platform, or you may fill the prescription at any pharmacy of your choice as prompted during your use of the Services or by emailing support@joinfound.com.

If you choose to use a pharmacy other than one of the Pharmacies, you acknowledge:

Your medication will not be delivered directly to your door
You must pay for your medication yourself, on top of the monthly Found membership fee, which will cost you more.

Within 24 hours of signing up for the Services, you agree to send an email to us at support@joinfound.com and provide us the following information about your preferred pharmacy of choice: pharmacy name, address, and phone number, so we can tell your Provider where to send the prescription. If you fail to email support@joinfound.com within 24 hours of signing up for the Services, you may encounter delays with getting your prescription.

If you complete a consultation with a Provider and fill a prescription through one of the Pharmacies, the prescription product will be shipped to you. For safety reasons, we cannot accept returns of prescription products for reuse or resale.

Prescriptions fulfilled by the Pharmacies may not use child-resistant packaging, and prescription products may not be dispensed in child-resistant containers.

10. Laboratory Products and Services

Certain laboratory products and services available through the Platform, including at-home testing kits and services, are not part of the subscription fee but still require a valid prescription or order by a licensed healthcare provider. You will not be able to obtain such laboratory services unless you have completed a consultation with a Provider, the Provider has determined the laboratory product and/or service is appropriate for you and the Provider has prescribed or ordered the laboratory product and/or service.

If you receive laboratory products and/or services from a Lab through the Platform you agree to pay the additional costs associated with the third-party laboratory products and services. Laboratory products and services available through the Platform are “Third-Party Goods and Services” as described in the Third-Party Goods and Services section of this Agreement.

11. Third-Party Goods and Services

Parties other than Found, including Medical Groups, Providers, Pharmacies and Labs provide services or sell products through the Services (collectively, “Third-Parties”), and Found may also make available to you for purchase

certain services, devices, items or products manufactured, distributed or sold by Third-Parties (“Third-Party Goods and Services”). Your interactions with Third-Parties, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such use or interactions, are solely between you and such Third-Parties. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction involving Third-Parties or any Third-Party Goods and Services. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Services and disclosing personal information to any Third-Party.

You agree that Found will not be responsible or liable for any loss or damage of any sort incurred as the result of your use of the Services, including any Third-Party Goods and Services or your interactions with any Third-Parties. In the event of any dispute between you and any Third-Party, or any other entity or individual, you understand and agree that Found is under no obligation to become involved in such dispute, and you hereby release and indemnify Found, and their respective corporate parents, subsidiaries, and affiliates, and all of their respective past, current and future contractors, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys (collectively, “Found Parties”) from any and all claims, demands and/or damages (actual or consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or the Services or the features and services therein. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Certain of Found shareholders, directors, officers, employees, contractors or agents (collectively, “Found Owners and Personnel”) may have a financial interest in one or more Third-Parties and may profit from your use of the Third-Parties and/or the sale of Third-Party Goods and Services to you.

12. Cancellation

Either you or Found may terminate or cancel your subscription for the Services at any time. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect. If you subscribe to a plan with a preset commitment period and you decide to cancel prior to the end of the commitment plan period, you will be charged a predetermined early termination fee as specified in the plan offer terms.

You may cancel a subscription at any time before the applicable renewal processing date of your subscription through the Services by emailing support@joinfound.com and requesting a cancellation. You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) any terms of these Terms; (ii) any practice or policy of Found, including our cancellation and Privacy Policy; (iii) the content available through the Platform; (iv) your ability to access and/or use the Platform; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of your subscription for the Services, we may immediately deactivate your access to the Platform. Your access to Providers and prescription medication will be suspended as of the date of cancellation. Please plan accordingly to ensure that your access to any prescription medication is not interrupted as a result of the cancellation.

We will attempt to process all cancellation requests in a timely manner. If you cancel near the end of your billing period and are inadvertently charged for the next period's fee, contact support@joinfound.com to have the charges reversed.

13. Eligibility; Availability

Please note that certain of our Services are not available to individuals in certain states. Additionally, the Services are limited to users located in the United States. Access to the Services from countries or territories or by individuals outside the United States or states where the Services are not available is prohibited. Certain products available through the Services are subject to additional age restrictions and not all products or Services on our Platform are available to all ages.

In some cases, the Services may not be the most appropriate way for you to provide information to, communicate with, or seek medical care and treatment

from, a healthcare provider. For example, certain medical conditions may require an in-person procedure or a visit to a healthcare provider other than your Provider, or your Provider may determine that your diagnosis and/or treatment requires an in-person office visit or is otherwise not appropriately addressed through use of the Services. In such a case, you may receive notification that you will be unable to continue using the Services. We reserve the right to change or include new requirements or modify the availability of the Services in our sole discretion without providing prior notice to you.

14. Platform Access, Security and Restrictions; Passwords

If you create a subscriber account for the Platform, you agree to complete the registration process by providing current, complete, and accurate information as required by Found. You are responsible for all activities that occur under your account. In the event access to the Platform or a portion thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID.

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

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Platform, deep-link to any feature or content on the Platform, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.

Violations of system or network security may result in civil or criminal liability. Found will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any activity being conducted on the Platform. Your access to the

Platform and Services may be revoked by Found at any time with or without cause.

15. Right to Monitor

Found reserves the right to monitor general use of the Services at any time as it deems appropriate and to remove any materials that, in Found's sole discretion, may be illegal, may subject Found to liability, may violate these Terms, or are, in the sole discretion of Found, inconsistent with Found's purpose for the Services.

16. License and Access

The contents of the Platform, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through the Platform (collectively "Content") may not be copied, distributed, modified, reproduced, published, sold, resold, visited or used, or otherwise exploited, in whole or in part, except for purposes authorized or approved in writing by Found. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, Content or other proprietary information (including: images, text, page layout, or form) of Found without our express written consent. You may not use any meta tags or any other "hidden text" utilizing Found's name or trademarks without the express written consent of Found.

Subject to your compliance with these Terms and your payment of any applicable fees, Found or its content providers grant you a limited, non-exclusive, non-transferable, non-sub-licensable license to access and make personal and non-commercial use of the Services for your personal use. This license does not include any resale or commercial use of any Services or Content; any collection and use of any service listings, descriptions, or prices; any derivative use of any Services or Content; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Found or its licensors, suppliers, publishers, rights holders, or other content providers.

You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the

Services. Found's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of Found and may not be used without permission, including in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

You may use the Services only as permitted by law. The licenses granted by Found terminate if you do not comply with these Terms.

17. Accuracy and Integrity of Information

Although Found attempts to ensure the integrity and accuracy of the Platform, we make no representations, warranties or guarantees whatsoever as to the integrity or accuracy of the Platform and its Content. It is possible that the Platform could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Platform by third parties. If an inaccuracy arises, please inform Found so that we can make the correction. Information contained on the Platform may be changed or updated without notice. Additionally, Found will have no responsibility or liability for information or Content posted to the Platform by any third party.

18. Links to Other Sites

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

19. Terms of Sale

All products or Services offered for sale by Found are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve

the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for products and Services are subject to change at any time, but changes will not affect any order for products or Services you have already placed. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees ("Taxes") due with respect to your purchase of products or services through our Platform. We will collect applicable Taxes if we determine we have a duty to collect Taxes. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. We are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes.

By subscribing for products and Services through the Platform, you authorize us (or our third-party payment providers) to charge your selected payment method for all applicable charges for your order, plus applicable taxes. The total order amount, including tax and, if applicable, shipping charges, will be charged to your selected payment method ("Selected Payment Method") in full at the time the order is placed. All purchases through the Platform are final and all charges are nonrefundable except as otherwise set forth in these Terms or as required by applicable law.

Only valid payment methods acceptable to us may be used to complete a purchase via the Services. You represent and warrant that you are authorized to use your Selected Payment Method. You authorize us to charge your Selected Payment Method for the total amount of your order (including any applicable taxes and shipping and handling charges). If any of the products in your order are unavailable, we will only charge the prices, Taxes and other applicable charges associated with the products that are included in the shipment. You may be asked to supply certain information relevant to the transaction, including, without limitation, your credit card number and expiration date, your billing address, your shipping address, your phone number and/or your email address in connection with any purchase you make through the Services. By submitting such information, you grant Found, without charge, the irrevocable, unencumbered, universe-wide and perpetual right to provide such information to third parties (e.g., payment processing companies, buyers on the Services, sellers on the Services) for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions on or through the Services occur through an online payment processing application(s) accessible through the Services. These online payment processing application(s) are provided by third-party online payment processing vendors, including Shopify Inc. ("Shopify") and Stripe Inc. ("Stripe"). Additional information about Shopify, its privacy policy and its information security measures (collectively, the "Shopify Policies") should be available on the Shopify's website located at <https://www.shopify.com/legal/privacy> or by contacting Shopify directly. Additional information about Stripe, its privacy policy and its information security measures (collectively, the "Stripe Policies") should be available on the Stripe's website located at <https://stripe.com/privacy> or by contacting Stripe directly. Reference is made to the Shopify Policies and Stripe Policies for informational purposes only and are in no way incorporated into or made a part of this Privacy Policy. Found's relationship with Shopify and Stripe, if any, is merely contractual in nature, as Shopify and Stripe are nothing more than third-party vendors to Found, and are in no way subject to Found's direction or control; thus, their relationships are not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

You agree to pay any shipping and handling charges, if any, shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the Services, risk of loss or damage to a product passes to you upon delivery of the product to our designated carrier.

We reserve the right to remedy any customer issues and concerns on a case-by-case basis. We reserve the right, in our sole discretion, to resolve customer issues and concerns based on the facts and circumstances of each customer.

20. User Information

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files,

videos, images or other materials to us or our Platform (“User Information”), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other Found customers through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to Found that you have the legal right and authorization to provide all User Information to Found for use as set forth herein and required by Found.

21. License to User Information Submitted via the Services

Subject to any limitations on Protected Information described herein, any User Information you transmit to Found via the Services, will, to the extent permitted under applicable law, be treated as non-confidential and non-proprietary. Subject to any applicable account settings that you select, you grant Found 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, User Information (in whole or in part) for the purposes of operating and providing the Services to you and to our other users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in User Information has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Found, are responsible for all of User Information that you provide to the Services. In addition to the foregoing, Found will have the right, in its sole discretion, to edit, duplicate, or alter the User Information in any manner for any purpose that Found deems necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have in the User Information. You further agree that you will have no right of approval and no claim to compensation in connection with the User Information.

If User Information you make contains Protected Information, Found’s rights under this section with respect to the use or disclosure of such Protected Information will be limited as and to the extent required under applicable law.

22. Health Savings Account Requirements

If you are not affiliated with an employer that we contract with to provide you care as part of a group benefit plan, you acknowledge and agree that we do not have the obligation to verify your Health Savings Account (“HSA”) status and/or eligibility. If you are eligible for an HSA and/or do contribute to an HSA, check with your benefits administrator to ensure payment for the care under a personal health plan will not materially affect your eligibility under your HSA benefits, including the ability to make future contributions to your HSA.

23. Claims of Copyright Infringement

Found respects the intellectual property rights of others and expects its users to do the same. We disclaim any responsibility or liability for copyrighted materials posted on our Platforms. In accordance with the Digital Millennium Copyright Act (“DMCA”), we will respond promptly to notices of alleged infringement that are reported to Found’s designated copyright agent, identified below. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

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

Identify the copyrighted works that you claim have been infringed. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Platform where such material may be found.

Provide your mailing address, telephone number, and, if available, email address.

Include both of the following statements in the body of the Notice:

- “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
- “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

Provide your full legal name and your electronic or physical signature. Deliver this Notice, with all items completed, to Found's designated copyright agent at: if by mail to: Found Health, Inc., 1023 Springdale Road, Suite 13A, Austin, TX 78721, Attn: General Counsel, OR if by email to: legal@joinfound.com.

24. Disclaimer of Warranties

FOUND DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PLATFORM OR SERVICES WILL BE CORRECTED. THE PLATFORM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY RELATED SERVICES, IS PROVIDED "AS-IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. FOUND DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE PLATFORM OR SERVICES.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE PLATFORM OR RELATED SERVICES, AND LINKED WEBSITES. FOUND DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY WHILE USING THE SERVICES.

25. Limitation of Liability Regarding Use of the Services

FOUND AND ANY THIRD PARTIES MENTIONED ON THE PLATFORM ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PLATFORM, SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE PLATFORM, AND/OR ANY LINKED WEBSITE, WHETHER

BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES, PLATFORM AND/OR LINKED WEBSITES IS TO STOP USING THE PLATFORM AND/OR SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF FOUND TO YOU WITH RESPECT TO YOUR USE OF THE PLATFORM AND SERVICES IS \$10,000 (TEN THOUSAND) DOLLARS.

26. Binding Arbitration / Class Waiver

YOU EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND FOUND OR YOU AND ANY OF THE FOUND-AFFILIATED PARTIES OR ANY MEDICAL GROUP OR PROVIDERS ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO FOUND, THE SITE, THE PLATFORM THE CONTENT OR THE SERVICES, OR ANY OTHER FOUND GOODS, SERVICES OR ADVERTISING, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THESE TERMS OF USE (COLLECTIVELY "DISPUTES"), WILL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S COMMERCIAL ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY "RULES AND PROCEDURES"). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

Payment of arbitration costs will be governed by the AAA's fee schedule, unless you are able to show that your portion will be prohibitive as compared to litigation costs, in which case Found will pay as much of your arbitration

costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation costs. Found also reserves the right in its sole and exclusive discretion to assume responsibility for all arbitration costs imposed by the AAA. Each party to the arbitration agrees to pay its own attorneys' fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys' fees and expenses.

The arbitration will be conducted in Austin, Texas, except that, in the event Austin, Texas, is not within 100 miles of your residence, the arbitration may be conducted within 100 miles of your residence, unless the parties agree otherwise in writing. The arbitrator's award will be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <https://www.adr.org>.

Notwithstanding anything to the contrary herein, to the extent Disputes arises from: (a) a violation of either party's intellectual property rights in any manner; (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; and/or (c) any claim for equitable relief; then you and Found agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court in San Francisco, California, and both parties agree to submit to the personal jurisdiction of such courts in connection with such proceedings. In addition to the foregoing, either party may assert an individual action in small claims court for Disputes that are within the scope of such court's jurisdiction in lieu of arbitration as long as such action remains in such court and advances only on an individual (non-class, non-representative) basis.

ALL DISPUTES SUBJECT TO ARBITRATION UNDER THESE TERMS OF USE MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. NO PARTY MAY BRING ANY CLAIM SUBJECT TO ARBITRATION PURSUANT TO THESE TERMS AS A PRIVATE ATTORNEY GENERAL, IN A REPRESENTATIVE CAPACITY, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE JOINED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. NO ARBITRATION WILL

BE CONSOLIDATED OR JOINED WITH ANY OTHER ARBITRATION. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a decision is issued stating that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for relief, then such claim or request for relief (and only that claim or request for relief) will be severed from the arbitration and may be brought exclusively in the state or federal courts located in San Francisco, California, subject to the parties' respective rights to appeal the decision. All other claims or requests for relief will be arbitrated. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and will be stayed until all claims between the parties remaining in arbitration are finally resolved. The parties agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco, California for purposes of resolving any claims or requests for relief severed from arbitration pursuant to this paragraph.

27. Opt-Out Procedure

You can opt out of the provisions of these Terms that require the arbitration of Disputes within 30 days of the date that you first agree to any version of these Terms that require arbitration of Disputes with Found. To opt out, you must send your name, residence address, and email address together with a clear statement that you want to opt out of the requirement to arbitrate Disputes with Found to: Found Health, Inc., 1023 Springdale Road, Suite 13A, Austin, TX 78721; Attn: General Counsel.

Before you commence arbitration of a Dispute, you must provide us with a written Notice of Dispute that includes your name, residence address, username (if applicable) and email address associated with your account (if applicable), a detailed description of the Dispute, and the relief you seek. Before we commence arbitration of a Dispute against you, we will provide a written Notice of Dispute to you with a detailed description of the Dispute and the relief you seek. Any Notice of Dispute you send to us should be mailed to Found Health, Inc., 1023 Springdale Road, Suite 13A, Austin, TX 78721, Attn: General Counsel. If we are unable to resolve a Dispute within 30 days after the applicable Notice of Dispute is received, either party may commence arbitration. Notwithstanding anything to the contrary in these Terms, if we make any future material modification to any provisions of these Terms that

govern the arbitration or resolution of Disputes, such changes will not apply to any Dispute between you and us for which either party had previously provided a written Notice of Dispute to the other in accordance with this paragraph. Further, if we make any future material changes to the provisions of these Terms that govern the arbitration or resolution of Disputes, you may reject such changes by sending a written notice of your rejection decision to us at Found Health, Inc., 1023 Springdale Road, Suite 13A, Austin, TX 78721; Attn: General Counsel, within 30 days of the effective date of such modifications.

28. Limited Time to Bring Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

29. Successors and Assigns

Found may freely assign and delegate its rights and obligations under these Terms without notice to you, including but not limited to the right to use the data it collects and maintains, subject to the Privacy Policy. You will not assign or delegate any of your rights or obligations under these Terms. These Terms are binding upon the parties hereto and their respective successors and permitted assigns.

30. Governing Law; Venue

These Terms and your use of the Services are governed by the laws of the state of Texas without regard to conflict of law principles. You and Found submit to the personal jurisdiction of the state courts and federal courts located within Travis County, Texas for resolution of any lawsuit or court proceeding permitted under these Terms.

31. Force Majeure

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, pandemics,

terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

32. Indemnity

You agree to defend, indemnify and hold Found and its affiliates and their respective officers, directors, managers, partners, employees, agents, licensors, and suppliers harmless from and against all third-party claims, demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees) against or incurred by Found arising out of your: (1) breach of these Terms; (2) violation by you of any and all applicable laws, regulations or rules; or (3) your use of material or features available through the Platforms in an unauthorized manner. Notwithstanding the foregoing or anything to the contrary herein, Found will only exercise its rights in this section after addressing applicable claims with your employer or health plan should you be accessing the Services through your employer or health plan.

33. Restriction on Export

The Platform may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Platform, or make the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform available outside the U.S.

34. Commercial Items

The Platform is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefore, you receive only those rights with respect to the Platform as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

35. Right to Modify Revisions; General

Found reserves the right to modify these Terms at any time, effective upon posting. Any use of the Services after such changes will be deemed an acceptance of those changes. You agree to review the Terms each time you access the Services so that you may be aware of any changes to these Terms. Found uses Google Analytics, a third-party tracking service, which uses cookies to track non-personal identifiable information about our visitors to our main site in the aggregate to capture usage and volume statistics. Found has no access to or control over these cookies. The companion Privacy Policy covers the use of cookies by Found only and does not cover the use of cookies by any third-party.

In the event that any of the Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. These Terms, Privacy Policy, SMS Terms of Service, Consent to Telehealth and any specific plan terms we communicate to you at the time of checkout constitute the entire agreement between Found and you pertaining to the subject matter hereof. In its sole discretion, Found may from time-to-time revise these Terms by updating this posting. You should, therefore, periodically visit this page to review the current Terms, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages on the Site or elsewhere on the Platform.

Found reserves the right, in its sole discretion, to terminate your access to all or part of the Platform, with or without cause, and with or without notice.

36. Third-Party Distribution Channels

Found offers software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels (“Distribution Channels”). If you obtain such software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Services, you agree to comply with all applicable terms of any agreement for such third-party products and services.

37. Notice for California Consumers

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Found Health, Inc., 1023 Springdale Road, Suite 13A, Austin, TX 78721 or via email at support@joinfound.com.