

TERMS AND CONDITIONS

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 AND CONDITIONS AND THE PRIVACY POLICY. IF YOU ELECT TO RECEIVE TELEHEALTH OR OTHER CLINICAL SERVICES, YOU WILL ALSO BE REQUIRED TO REVIEW AND AFFIRMATIVELY AGREE VIA CHECKBOX TO THE TELEHEALTH INFORMED CONSENT (“PATIENT CONSENT”) AND CONSENT TO TREATMENT PRESENTED THROUGH THE SERVICES. IF YOU DO NOT OR CANNOT AGREE WITH ANY APPLICABLE TERMS OR REQUIRED CONSENTS, YOU MAY NOT USE THE SERVICES.

Marek Health, LLC and/or its subsidiaries (collectively, “**Marek**,” “**we**,” or “**us**”) owns and operates the Websites located at www.marekhealth.com and www.marekdiagnostics.com (the “**Websites**”). Your access and use of the Websites, any part thereof, or anything associated therewith, including its content (“**Content**”), any products or services provided through the Websites or otherwise by Marek, and any affiliated Websites, software or application owned or operated by Marek (collectively, including the Websites and the Content, the “**Services**”) are governed by these Terms and Conditions (“**Terms and Conditions**” or “**Agreement**”).

Please read this Agreement carefully because it sets forth the important terms you will need to know about the Services, including your responsibility for payment and the inapplicability of commercial insurance and federal or state healthcare program benefits (including Medicare, Medicaid, and TRICARE). In this Agreement, the terms “you” and “yours” refer to the person using the Services.

Acceptance of Terms and Conditions

Your access to and use of the Services is subject to this Agreement, as well as all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Services or any information or Content provided through the Services, except as necessary to review this Agreement. The Services is continually under development, and we reserve the right to revise or remove any part of this Agreement or the Services in our sole discretion at any time and without prior notice to you. Any changes to this Agreement are effective upon posting to the Websites. Unless otherwise indicated, any new Content added to the Services is also subject to this Agreement upon posting to the Websites. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of the Services. Your continued use after a change to this Agreement has been posted constitutes your acceptance of this Agreement as modified by such changes.

No Insurance Accepted

Marek and their affiliated 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, Medicaid, and TRICARE. 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 and you agree not to submit a claim for reimbursement under any Health Savings Account or Flexible Spending Account. If you are a federal health program beneficiary, you agree that neither you, Marek, the affiliated physician practices, or any of the health care organization or provider with whom we partner 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.

Your Relationship with Us

We make available to individuals who register as users of the Services (“**Users**”) certain products and services sold or offered by Marek or by third party medical providers, pharmacies, or other vendors via our Services. Our Services provides access to prescription fulfillment services offered by the following pharmacies: Anazao Health Corporation (5710 Hoover Boulevard, Tampa, FL 33634, (800) 995-4363, info@anazaohealth.com), ReviveRX (3831 Golf Dr A, Houston, TX 77018, (888) 689-2271, info@reviverxpharmacy.com), TMC Acquisition, LLC. DBA Tailor Made Compounding (200 Moore Dr, Nicholasville, KY 40356, (859) 887-0013, support@tailormadecompounding.com), Empower Clinic Services LLC DBA Empower Pharmacy (7601 North Sam Houston Pkwy W Ste 100, Houston, TX 77064, (877) 562-8577, info@empowerpharmacy.com), DYL LLC DBA South Lake Pharmacy (38101 5th Ave, Zephyrhills, FL 33542, (813) 395-5667, Support@slcompounding.com), Honeybee Health, Inc. (3515 Helms Ave, Culver City, CA 90232, (833) 466-3979, support@honeybeehealth.com), and Strive Pharmacy (1275 E Baseline Rd #104, Gilbert, AZ 85233, (480) 626-4366, info@strivepharmacy.com) (the “**Pharmacies**”) and, from time to time, may offer laboratory services from the following laboratories: Quest Diagnostics, Dutch, Access Labs, and Lab Corp (the “**Labs**”). You agree and understand that your prescription(s) may be filled by and transferred between any of the Pharmacies, and agree that the Services may do so on your behalf. We may also provide you with access to one or more of the following medical groups who provide healthcare services through the Websites (the “**Medical Groups**”): Marek Medical Group PA, Marek Medical Group of California PC, 136 New York Medical PC, Marek Medical Group of Kansas PA, and Marek Medical Group of New Jersey PC. These medical groups employ or contract with physicians and allied health professionals, who offer certain healthcare services through the Websites (“**Providers**”). By accepting this Agreement, you acknowledge and agree that any services you receive from the Labs, Pharmacies, Medical Groups or Providers through the Websites are also subject to this Agreement, and that the Labs, Pharmacies, Medical Groups and Providers are third party beneficiaries of this Agreement.

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/or treatment they provide to you. By accepting this Agreement, you acknowledge and agree that Marek 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 Marek. By using the Services, you may, however, be entering into a doctor-patient or other health care provider-patient relationship with the Medical Group and/or one or more Providers. Further, we do not control or interfere with any

professional Services provided by the Labs and Pharmacies, each of which is solely responsible for their provision of professional services rendered via the Services.

By accepting this Agreement, you acknowledge and agree that the Medical Group and/or Providers may send you messages, reports, and emails via the Services regarding your results and/or treatment. You understand and agree that Marek is not responsible for the security or privacy of communications services you use to receive the aforementioned messages, reports, and emails sent via the Services. You further understand and agree that it is your sole responsibility to monitor and respond to these messages, reports, and emails and that neither Marek nor the Medical Group nor any Provider will be responsible in any way and you will not hold Marek, the Medical Group or any Provider liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or for your failure to comply with any treatment recommendations or instructions from the Medical Group or your Provider(s).

While you are not establishing a doctor-patient or other health care provider-patient relationship with Marek, by using the Services, you are establishing a direct customer relationship with Marek to use the Services, including the purchase of any non-prescription products or non-medical services sold directly to you by Marek via the Services. In connection with such relationship, you may provide to us, or cause to be provided to us on your behalf, personal information, including health information, which is subject to use by us in accordance with our Privacy Policy. Please refer to the "Privacy Policy" section and the "Protected Information" section below for additional information.

Provider Contact Information

All of the Medical Providers are US-licensed healthcare professionals. Each doctor, physician assistant, or nurse practitioner undergoes an extensive background check and license verification process. If you need to review your provider's messages or ask any questions related to your treatment, you can do so by calling 1-877-572-2582, emailing your Marek Health Coach, emailing Info@marekhealth.com and emailing MarekProviders@marekhealth.com.

Tracking Technologies and Marketing Analytics

Marek and its third-party partners may use cookies, web beacons, pixels, tags, server-side tracking, and other similar technologies to collect information about your interactions with our Services. This may include information about your device, browser, IP address, activity on the Websites, and referral sources. We use these technologies for purposes including but not limited to analytics, performance measurement, personalization, and targeted advertising on and off our Websites. These technologies may be used to track your behavior across sessions, devices, and Websites in order to provide you with relevant ads and improve your experience.

You may be able to manage your preferences regarding certain tracking technologies by using our cookie settings interface (where available) or through third-party platforms such as the Digital Advertising Alliance. For more information about how your data is collected, used, and shared, please refer to our Privacy Policy.

Notice Regarding Your Financial Responsibility for Services

Marek and the Medical Groups are not enrolled with, and are not participating providers with, any federal or state healthcare programs (i.e., Medicare, Medicaid, TRICARE) for the provision of any health care services or supplies and, as such, neither you nor Marek or the Medical Groups may receive payment from such programs for the services or products provided to you by Marek or the Medical Groups. Further, to the extent that any of the Labs, Pharmacies, or Providers may be enrolled in federal or state healthcare programs, the means through which the services and products are provided or made accessible through the Services typically precludes such services and products from being covered benefits under these programs. By choosing to use the Services, you are specifically choosing to obtain products and services on a cash basis outside of any federal or state healthcare program. Thus, you are solely responsible for the costs of any Services or product provided to you.

By agreeing to use the Services, you acknowledge and agree that (1) you are explicitly choosing to obtain products and services on a cash basis outside of any federal or state healthcare program and you have sole financial responsibility for all services or products provided to you by or through the Services; and (2) neither you nor Marek, the Labs, the Pharmacies, the Medical Groups or the Providers 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.

Prescriptions

You will not be able to obtain a prescription product unless you have completed a consultation with one of the Providers, the Provider has determined the prescription product is appropriate for you and the Provider has written a 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. Certain prescriptions can be filled through one of the Pharmacies by using the Websites or you may fill the prescription at any pharmacy of your choice as prompted during your use of the Services or by emailing your request to Marek. Prescriptions may also be transferred among the Pharmacies without notice.

Some prescriptions are not available through the Pharmacies or must be filled by a local pharmacy of your choice as prompted during your use of the Services, including prescriptions used for many common primary care conditions.

If you complete a consultation with a Provider and fill a prescription through one of the Pharmacies, the prescription product is shipped to you by the applicable Pharmacy and the costs associated with the prescription are included in the total charged to you by the Services. If you fill a prescription with a pharmacy other than the Pharmacies, the Services will send the prescription to your selected pharmacy, but you will be responsible for picking up or otherwise obtaining the prescription product and paying the pharmacy directly for the cost of the prescription product. You may be responsible for Prescription Management Fees and other applicable charges. Marek Health is an elective, cash-pay service, and does not provide prior

authorizations. You can always choose your own pharmacy, although Marek cannot guarantee the pricing of the medications processed outside of our pharmacy network. It's also important that your pharmacy is able to receive e-prescriptions and that it's part of the [Surescripts Network](#).

Prescription products available through the Websites are "Third-Party Goods and Services" as described in the Third-Party Goods and Services section of this Agreement.

Laboratory Services

Certain laboratory services available through the Websites 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 one of the Providers, the Provider has determined the laboratory product and/or Services is appropriate for you and the Provider has prescribed or ordered the laboratory product and/or Services.

Laboratory products and services offered through the Websites may be ordered and fulfilled through the Labs, including via at-home collection kits shipped to you and/or in-person collection at participating draw locations (including Quest Diagnostics locations) or other collection modalities made available through the Services. Pricing and fulfillment details (including whether a Lab bills you directly or through the Services) will be presented to you through the Services at the time of ordering.

Laboratory services available through the Websites are "Third-Party Goods and Services" as described in the Third-Party Goods and Services section of this Agreement.

Limited Use and Availability

Our Services is currently only available to individuals who are located in states in which we offer the Services, are at least eighteen (18) years of age or older, or at least the age of majority in their jurisdiction of residence, if higher than eighteen (18), and who have accepted this Agreement. By visiting, accessing, registering with or using the Services, you are (a) representing and warranting to us that you are either (1) at least eighteen (18) years of age or older or at least the age of majority in your jurisdiction of residence, if higher than eighteen (18); (b) representing and warranting to us that when you use the Services to consult with a Provider, you are located in the same state as the shipping address you provide in your account at the time that you conduct such consultation; (c) agreeing to comply with all applicable laws in visiting, accessing, registering with our using the Services; and (d) agreeing that you will only use the Services for lawful purposes. Our Services are subject to state regulations and may change from time to time due to changes in applicable regulatory requirements.

In some cases, the Services may not be the most appropriate way for you to provide information to, communicate with or seek health care and treatment from a healthcare provider. For example, certain medical conditions may require an in-person procedure or 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 are otherwise not appropriately addressed through use of the Services. In such a case, you may receive notification that you will be unable to use

the Services for the particular issue you submitted with additional information regarding next steps.

Consent to Use of Telehealth Services

Telehealth involves the delivery of health care services using electronic communications when you and the treating provider are not in the same physical location. Telehealth is not a substitute for in-person care in all cases. As a condition of receiving any telehealth services through the Services, you must review and affirmatively agree to the telehealth informed consent (the “**Patient Consent**”), which will be provided to you through the Services and includes your consent to evaluation and treatment via telehealth. You agree that Marek is a third-party beneficiary of the Patient Consent and has the right to enforce it against you.

Duty to Provide Information, Access, and Connectivity

You are responsible for providing and maintaining, at your own risk, option and expense, appropriate software, and hardware capabilities (consistent with any technical, quality, or other requirements described in the Services) to enable use of the Services, including but not limited to, a computer or mobile device with a video camera and Internet access. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services. You also have a duty to provide truthful, accurate and complete information in any forms or other communications you submit to or through the Services. We reserve the right to change the access configuration, including any software, hardware, or other requirements of the Services at any time without prior notice.

Privacy Policy

Marek understands the importance of confidentiality and privacy regarding your personal information. Please see our Privacy Policy for a description of how we may collect, use, and disclose your personal information. The Privacy Policy is incorporated into this Agreement by reference.

Protected Health Information

When you set up an account with Marek, you are creating a direct customer relationship with Marek that enables you to access and/or utilize the various functions of the Services as a user. As part of that relationship, you provide information to Marek, including but not limited to your name, email address, shipping address and phone number, that we may collect, use, and disclose in accordance with our Privacy Policy, and that we do not consider to be “health” or “medical” information.

However, in using certain components of the Services, you may also provide certain medical information that may be protected under applicable laws. Marek is not a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, “**HIPAA**”). One or more of the Labs, Pharmacies or Medical Groups may or may not be a “covered entity” or “business associate” under HIPAA, and Marek may in some cases be a “business associate” of a Lab, Pharmacy or Medical Group. It is important to remember that, while state-specific privacy laws

may apply, HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with Marek, the Medical Groups, the Providers, the Labs, or the Pharmacies. To the extent Marek is deemed a “business associate” however, and solely in its role as a business associate, Marek, may be subject to certain provisions of HIPAA with respect to “protected health information,” as defined under HIPAA, that you provide to the Labs, Pharmacies, or Medical Groups (“**PHI**”). In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, “**Protected Information**”), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under our Privacy Policy. Protected Information does not include information that has been de-identified in accordance with HIPAA.

The Medical Groups and Providers have adopted a Notice of Privacy Practices that describes how they use and disclose Protected Information. By accessing or using any part of the Services, you are acknowledging receipt of the Notice of Privacy Practices from your Medical Group and Provider(s).

By using the Services, you are agreeing that even if HIPAA does apply to Marek, the Medical Groups, the Providers, the Labs, or the Pharmacies, any information that you submit to Marek that is not intended and used solely for the provision of diagnosis and treatment by the Medical Group and Providers or prescription fulfillment by the Pharmacies or laboratory services by the Labs, is not considered Protected Information, and will only be subject to our Privacy Policy and any applicable state laws that govern the privacy and security of such information.

Registration; User Accounts, Passwords, and Security

You are obligated to register and create a Marek Health profile on the Websites in order to access the Services, and the Services is available only to Users who have registered and have been granted accounts with usernames and passwords. For purposes of clarity, information you provide to Marek in order to register and set up an account on the Websites, including name, username, email address, shipping address and phone number, are not considered Protected Information for purposes of the Protected Health Information section above. You agree to accurately maintain and update any information about yourself that you have provided to Marek, a Medical Group or its Providers, the Labs, or the Pharmacies. If you do not keep such information current, or fail to submit truthful, accurate and complete information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and your use of the Services. You also agree to immediately notify Marek 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 contacting Marek. In addition, you agree to keep confidential your username and password and to exit from your User account at the end of each session. Marek explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else’s account at any time.

When establishing an account, you will be required to provide a username and password that will be used as your login for your account. To help protect the privacy of data you transmit

through the Services, where personally identifiable information is requested, we also use technology designed to encrypt the information that you input before it is sent to us using Secure Sockets Layer (SSL) technology or similar encryption technology. In addition, we take steps to protect the User data we collect against unauthorized access. However, you should keep in mind that the Services and our services are run on software, hardware, and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. In addition, persons with access to your computer, phone, or other mobile or other devices may be able to access the Services and information about you, including medical information, contained in the Services. It is your responsibility to affirmatively logout from your account when you are not actively using it. It is also your responsibility to secure and prevent unauthorized physical access to your computer, phone, and other devices, and to protect the confidentiality of your username and password.

You must exercise caution, good sense, and sound judgment in using the Services. You are prohibited from violating, or attempting to violate, the security of the Services. Any such violations may result in criminal and/or civil penalties against you. Marek may investigate any alleged or suspected violations and if a criminal violation is suspected, Marek may cooperate with law enforcement agencies in their investigations.

Use and Ownership of the Services

The Services and the information and Content available through the Services are protected by copyright laws throughout the world. Subject to this Agreement, Marek grants you a limited, non-transferable, revocable license to access and use the Services for your personal use. Unless otherwise specified by Marek in a separate license, your right to use any of the Services or the Content is subject to this Agreement and all rights in the Services and Content are reserved by Marek. You agree that Marek and its suppliers own all rights, title, and interest in the Services (including but not limited to, any computer code, themes, objects, concepts, photographs, product descriptions, blog posts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, alter, or obscure any copyright, trademark, Services mark, or other proprietary rights notices incorporated in or accompanying the Services. Marek' stylized name and other related graphics, logos, Services marks, and trade names used on or in connection with the Services are the trademarks of Marek and may not be used without permission, including in connection with any third-party products or services. Other trademarks, Services marks and trade names that may appear on or in the Services are the property of their respective owners.

License to Information Submitted via the Services

Subject to any limitations on Protected Information described below, any information you transmit to Marek via the Services, whether by direct entry, submission, email or otherwise, including data, questions, comments, or suggestions (collectively, "**Submissions**"), 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 Marek a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce,

modify, adapt, publicly perform, and publicly display, Submissions (in whole or in part) 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 Submissions 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 Marek, are responsible for all of the Submissions that you provide to the Services. In addition to the foregoing, Marek shall have the right, in its sole discretion, to edit, duplicate, or alter the Submission in any manner for any purpose that Marek deems necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have in the Submission. You further agree that you shall have no right of approval and no claim to compensation in connection with the Submission.

If a Submission you make contains Protected Information, Marek'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.

Prohibited Use

You are prohibited from using or attempting to use the Services: (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) in any manner that could interfere with any other party's use and enjoyment of the Services; (iv) to gain unauthorized access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data, or information not intended by Marek to be made accessible to a user; (vi) to obtain any materials, or information through any means not intentionally made available by Marek; (vii) to reverse engineer, disassemble or decompile any section or technology on the Services; or (viii) for any use other than the business purpose for which it was intended.

In addition, in connection with your use of the Services, you agree you will not: (a) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or that may invade another's right of privacy or publicity; (b) create a false identity or duplicative accounts for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Marek representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware or any other similar software or programs that may damage the operation of another's computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid

schemes,” “phishing” or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law; (i) upload or transmit any material that infringes any patent, trademark, Services mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Services by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Services or any related networks or systems; (m) register, subscribe, attempt to register, attempt to unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; (n) harvest or otherwise collect information about others, including email addresses; (o) use any robot, spider, scraper, or other automated or manual means to access the Services, or copy, download, distribute or reproduce any content or information on the Services; or (p) assist or permit any person in engaging in any of these activities.

Marek reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a User's access and/or account. Marek may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be provided in the Privacy Policy or prohibited by applicable law, Marek reserves the right, at all times, to disclose any information as Marek deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Marek's sole discretion.

Third-Party Goods and Services

Parties other than Marek, including Labs, Pharmacies, Medical Groups and Providers, provide services or sell products through the Services (collectively, “**Third Parties**”), and Marek 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 use of any Third-Party Goods and Services and any 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 shall exercise caution, discretion, common sense, and judgment in, using the Services and disclosing personal information.

You agree that Marek shall 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, any other User or any other entity or individual, you understand and agree that Marek is under no obligation to become involved in such dispute, and you hereby release and indemnify Marek, Marek Medical Group PA, Marek Medical Group of California PC, 136 New York Medical PC, Marek Medical Group of Kansas PA, Marek Medical Group of New Jersey PC, and all of their respective contractors, directors, officers, employees, representatives,

proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys (collectively, **"Marek 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 Marek' shareholders, directors, officers, employees, contractors, or agents (collectively, **"Marek 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.

Terms of Sale

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.

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 designated payment method. You authorize us to charge your designated payment method for the total amount of your order (including any applicable taxes and shipping and handling charges). If your designated payment method is declined, we will attempt to process your charge until the transaction is approved. We and our third-party payment Services providers may request, and may receive, updated payment card information from your payment card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment Services providers, you agree we may update your account information accordingly, and will use such updated information to process payments for your future purchases and applicable subscription charges (including any applicable taxes, shipping, and handling charges). Your payment card issuer may give you the right to opt out of providing vendors and third-party payment Services providers with your updated card information. If you wish to opt out of your payment card's updating Services, you should contact your card issuer. We are not responsible for any fees or charges that your bank or payment card issuer may apply. If your bank or card issuer reverses a charge to your payment card, we may bill your account directly and seek payment by another method including a mailed statement.

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. In connection with any purchase you make through the Services, you may be asked to supply certain information relevant to the transaction, including, without limitation, your payment card

number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By submitting such information, you grant Marek without charge the irrevocable, unencumbered, universe-wide, and perpetual right to provide such information (and any updated information we receive) to third parties (e.g., payment processing companies, buyers on the 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 are processed via a secure online payment application provided by Marek's third-party payment processor, Stripe ("**Payment Vendor**"). Stripe securely stores and manages customer payment information in accordance with industry-leading security standards to protect against unauthorized access. Marek's relationship with the Payment Vendor is solely contractual, as Stripe functions independently as a third-party vendor without any direction or control from Marek. This relationship should not be interpreted as fiduciary, franchisor-franchisee, agent-principal, employer-employee, partnership, joint venture, or similar.

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.

Stored Payment Methods; Recurring Charges

If you choose to save a payment method in your account, you authorize Marek and its Payment Vendor to securely store your payment credentials and to use that stored payment method for: (a) initial purchases of Services; (b) recurring services you authorize, including diagnostics, supplements, medications, and program renewals; and (c) applicable cancellation or no-show fees, including for mobile phlebotomy appointments as described in this Agreement. Before processing recurring charges using a stored payment method, we or your health coach will confirm your authorization for the specific products or services, which may be provided orally, electronically (for example, through your account or secure messaging), or in writing. You may revoke your authorization to use a stored payment method at any time by updating your account settings or contacting Marek's billing team; if you do so, you will be responsible for providing an alternative payment method at the time of service.

Refund Policy

All Marek Health web sales are final and non-refundable. The payment collected at booking is a non-refundable deposit toward the provider exam required to receive care from Marek Health. Certain diagnostic products, lab kits, and prescription items cannot be returned or refunded once shipped, opened, or used. Refund eligibility for any other product or service is determined by Marek in its sole discretion in accordance with this Agreement and applicable law.

Cancellation Policy

Web sales are final and cannot be cancelled once an order has been placed. All Marek Health appointment cancellations without a reschedule request are non-refundable.

Reschedule requests must be made with at least 24 hours' notice before the scheduled appointment; otherwise, the appointment may be subject to a non-refundable fee of up to fifty dollars (US \$50.00). Missed appointments may also be subject to a non-refundable fee of up to fifty dollars (US \$50.00).

Cancellations made more than 24 hours before a scheduled appointment via email, text, or phone will be processed without penalty.

If Marek Health cancels an appointment with less than 24 hours' notice, a new appointment will be scheduled without penalty to the client, subject to availability.

Mobile Phlebotomy Services — Cancellation & No-Show Fees

For any mobile phlebotomy appointment scheduled through the Services:

- A non-refundable cancellation fee of up to \$50.00 may be charged if you cancel within 48 hours of the scheduled collection time.
- A \$50.00 no-show fee will be charged if you fail to be present at the scheduled collection time or otherwise make the collection impossible.

These fees will be charged to your card on file and are non-refundable.

Refund Processing

Approved refunds will be issued only to the original payment method. Processing times may vary depending on your financial institution.

We reserve the right to remedy User 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 User.

Termination

Marek may terminate your use of the Services or any of our features or services at any time and for any reason without notice, including, for example, for conduct violating this Agreement, if any or all of the agreements between Marek and the Medical Groups, Labs, or Pharmacies terminate or if we discontinue the Services. The provisions of this Agreement concerning Services security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, arbitration and resolution of Disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement or your relationship with Marek. You agree that if your use of the Services is terminated pursuant to this Agreement, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold all Marek Parties harmless from any and all liability that any such Marek Parties may incur with respect thereto.

Except as otherwise provided in the Privacy Policy or as required by applicable law (including any obligation to provide access to health records), we have no obligation, whether before or after the termination of your use of the Services, to return or otherwise provide to you or any third party on your behalf any Content, any information you provide to us, any information your

Providers provided to us about or relating to you, or any other information that we may have that relates to you.

Disclaimers

Content and other information contained on the Services is provided by Marek as a convenience. Users relying on Content or other information from the Services do so at their own risk.

THE SERVICES ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS. ANY ACCESS TO OR USE OF THE SERVICES IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. MAREK AND EACH THIRD PARTY OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICES, INCLUDING THE MEDICAL GROUPS, THE PROVIDERS, THE LABS, AND THE PHARMACIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO THE SERVICES, AND WITH RESPECT TO ANY INFORMATION, CONTENT, PRODUCT, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICES OR THE WEBSITES. MAREK DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF THE SERVICES. MAREK DOES NOT WARRANT THAT THE SERVICES WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT.

Affiliate Relationships

From time to time, the Company may permit third parties (“Affiliates”) to promote its services through designated affiliate links. Any such arrangements are governed by separate written agreements between the Company and such Affiliates and are subject to prior review and approval. Use of the Websites by Affiliates for promotional purposes must comply with all applicable laws, including FTC Endorsement Guidelines and any restrictions set forth by the Company. Affiliates are required to prominently disclose their relationship with Marek Health on any marketing materials or digital platforms, using clear language such as: “As an affiliate, I may receive compensation if you sign up through my link. This does not affect the price you pay.”

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MAREK BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES, PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, OR WRONGFUL DEATH, LOSS OF DATA, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE THROUGH THE SERVICES OR ANY SERVICES PERFORMED OR PRODUCTS

OFFERED BY THIRD PARTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MAREK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MAREK SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED U.S. \$1,000.

ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

Indemnification You agree to defend, indemnify, and hold Marek Parties and any Third Parties offering products or services through the Services, including the Medical Groups, Providers, Labs and Pharmacies, harmless from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Services, your fraud, violation of law, or willful misconduct, any breach by you of this Agreement or your violation of any rights of any other person or entity. We reserve the right to control the defense of any claim by a third party for which we are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us.

Notices

Any notices to you from Marek regarding the Services or this Agreement may be made by email, a posted notice on the Services, or regular mail, in the sole discretion of Marek.

Electronic Communications

When you access or use the Services or send emails or SMS messages to us, any Medical Group, or its Providers, you are communicating with us, the Medical Group, and its Providers electronically. You consent to receive communications from us, the Medical Group, and its Providers electronically. We will communicate with you via email, SMS messaging or through the Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in this Agreement.

SMS Marketing Program & Consent

By opting in to receive marketing text messages from Marek ("SMS Program") at the mobile number you provide, you consent to receive recurring automated promotional and personalized marketing text messages (e.g., offers, product updates, cart reminders) from Marek. Consent is not a condition of purchase. Message & data rates may apply. Message frequency varies.

You can opt out at any time by replying STOP to any message. For help, reply HELP or contact us at compliance@marekhealth.com or 1-877-572-2582. We may use an autodialer or other automated technology to send messages to the mobile number associated with your opt-in.

Carriers are not liable for delayed or undelivered messages. Delivery of mobile messages is subject to effective transmission by your mobile carrier/network operator, and messages may not be available on all carriers or in all areas.

You must be 18+ and reside in the United States to participate. We may change or end the SMS Program at any time. Your participation is also subject to these Terms and our Privacy Policy.

Entire Agreement

This Agreement and any other agreements Marek may post on the Services or that you and Marek may execute from to time constitute the entire agreement between Marek and you in connection with your use of the Services and supersede any prior agreements between Marek and you regarding use of the Services, including prior versions of this Agreement.

Binding Arbitration / Class Waiver

YOU AND WE EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND US OR ANY OF THE MAREK PARTIES, ANY MEDICAL GROUPS, PROVIDERS, LABS, OR PHARMACIES ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO THE MAREK PARTIES, THE WEBSITES, THE CONTENT OR THE SERVICES, OR ANY OTHER GOODS, SERVICES OR ADVERTISING BY MAREK OR ANY OF THE MAREK PARTIES, LABS, PHARMACIES, MEDICAL GROUPS, OR PROVIDERS, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THIS AGREEMENT (COLLECTIVELY, "**DISPUTES**"), THAT IS NOT RESOLVED BY AN INFORMAL DISPUTE RESOLUTION CONFERENCE (AS DEFINED AND DESCRIBED BELOW), SHALL 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 CONSUMER 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. FOR PURPOSES OF THIS ARBITRATION AGREEMENT, "DISPUTE" WILL ALSO INCLUDE DISPUTES THAT AROSE OR INVOLVE FACTS OCCURRING BEFORE THE EXISTENCE OF THIS OR ANY

PRIOR VERSIONS OF THE TERMS AND CONDITIONS AS WELL AS CLAIMS THAT MAY ARISE AFTER THE TERMINATION OF THESE TERMS AND CONDITIONS.

In the event a Dispute arises between us, we are committed to working with you to reach a reasonable resolution. You and we agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and we therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to us that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to compliance@marekhealth.com or regular mail to our offices located at 35 W. Huron Street, Suite 1000, Pontiac, Michigan 48342. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. We will provide notice to your address on file. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

If you and we are unable to resolve a Dispute within thirty (30) days after the applicable Informal Dispute Resolution Conference, either party may commence arbitration. 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. Each party 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 shall be conducted in Pontiac, Michigan, unless the parties agree otherwise in writing. The arbitrator's award shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction. These Terms and Conditions evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings.

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 the Dispute arises from: (a) a violation of either party's intellectual property rights in any manner; and/or (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; then you and the applicable Marek Party agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court in Pontiac, Michigan, and both parties agree to submit to the personal jurisdiction of such courts in connection with such proceedings. In addition to the foregoing, either you or we 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.

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified otherwise herein. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

YOU AND WE AGREE THAT, EXCEPT AS SPECIFIED HEREIN, ALL DISPUTES SUBJECT TO ARBITRATION UNDER THIS AGREEMENT 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 THIS AGREEMENT 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 SHALL BE CONSOLIDATED OR JOINED WITH ANY OTHER ARBITRATION EXCEPT AS SPECIFIED HEREIN. 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 court decides by means of a final decision, not subject to any further appeal or recourse, 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) shall be severed from the arbitration and may be brought exclusively in the state or federal courts located in Pontiac, Michigan, subject to the parties' respective rights to appeal the decision. All other claims or requests for relief shall be arbitrated. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall 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 Pontiac, Michigan for purposes of resolving any claims or requests for relief severed from arbitration pursuant to this paragraph. This subsection does not prevent you or us from participating in a class-wide settlement of claims.

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are one hundred (100) or more individual arbitrations of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of one hundred (100) arbitrations per batch (plus, to the extent there are less than one hundred (100) arbitrations left over after the batching described above, a final batch consisting of the remaining arbitrations); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that arbitrations are of a "substantially similar nature" if they arise out of or relate to the same event, act, omission, practice, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by us.

You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of arbitrations, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

You can opt out of the provisions of this Arbitration agreement that require the arbitration of Disputes within thirty (30) days of the date that you first agree to any version of this Agreement that requires arbitration of disputes with Marek or any of the Marek Parties, Medical Groups, Labs, or Pharmacies. 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 the applicable party to: Marek Health, LLC, 35 W. Huron Street, Suite 1000, Pontiac, Michigan 48342, ATTN: Arbitration Opt-Out. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us or any other Marek Parties.

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 User 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

we seek. Any Notice of Dispute you send to us should be mailed to Marek Health, LLC, 35 W. Huron Street, Suite 1000, Pontiac, Michigan 48342, ATTN: Dispute Notice. Notwithstanding anything to the contrary in this Agreement, if we make any future material modification to any provisions of this Agreement 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 this Agreement 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 Marek Health, LLC, 35 W. Huron Street, Suite 1000, Pontiac, Michigan 48342, ATTN: Arbitration Opt-Out within thirty (30) days of the effective date of such modifications. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and Conditions and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes, the provisions of this Arbitration Agreement as of the date you first accepted the Terms and Conditions (or accepted any subsequent changes to these Terms and Conditions) remain in full force and effect. We will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms and Conditions.

Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Governing Law; Venue; Severability of Provisions

This Services is controlled and operated by Marek from our offices within Michigan. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent applicable. Access to the Services from jurisdictions where the contents of the Services are illegal or penalized is prohibited.

The validity, interpretation, construction, and performance of this Agreement will be governed by the laws of the State of Michigan, without regard to any conflicts of law provisions.

All parts of this Agreement apply to the maximum extent permitted by law. Our failure to enforce any provision of this Agreement will not constitute a waiver of such right. We both agree that if we cannot enforce a part of this Agreement as written, then that part will be replaced with terms that most closely match the intent of the unenforceable part to the extent permitted by law. Except as otherwise provided in this Agreement, the invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

No Agency Relationship

Neither this Agreement, nor any Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between you and Marek,

the Medical Groups, the Providers, the Labs, or the Pharmacies. You may not enter into any contract on our behalf or bind us in any way.

Assignment

You may not assign any of your rights under this Agreement, and any such attempt will be null and void. Marek may, in its sole discretion, assign or transfer, without further consent or notification, this Agreement or any or all of the contractual rights and obligations pursuant to this Agreement, in whole or in part, to any affiliate of Marek or to a third party in the event that some or all of the business of Marek is transferred to such other third party by way of merger, sale of its assets or otherwise.

Third Party Beneficiaries

Any use of third-party software provided in connection with the Services, or any Third-Party Goods and Services accessed or used in connection with the Services, will be governed by the applicable third party's license or terms of use, if any, and if there is no such license or terms of use, by this Agreement. In addition to this Agreement, your use of the Services must comply with all applicable third party terms of agreement, if any.

Except for the foregoing or as otherwise specifically set forth in this Agreement, including with respect to the indemnification obligations contained herein in favor of Marek, the Medical Groups, the Pharmacies, the Labs, and the Providers and the agreement to arbitration, we hereby expressly agree that there is no intent by either party to create or establish third party beneficiary status rights or their equivalent in any other referenced individual, subcontractor or third party, and, except as specifically set forth in this Agreement, that no third party shall have any right to enforce any right or enjoy any benefit that is created or established under this Agreement.

In Case of Emergency

In an emergency, please call 9-1-1 directly.

Contacting Us

If you have any questions or concerns about this Agreement, please contact Marek at compliance@marekhealth.com or by writing to 35 W. Huron Street, Suite 1000, Pontiac, Michigan 48342. We will attempt to respond to your questions or concerns promptly after we receive them.

Last updated: December 31, 2025