



Terms & Conditions of Use

OAR HEALTH LLC

Last updated June 15, 2022

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BECAUSE THEY SET FORTH THE IMPORTANT INFORMATION YOU WILL NEED TO KNOW ABOUT THE SERVICES. NOTE THAT THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS AND LIMITS THE FORUM AND/OR REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

AMONG OTHER ACTIVITIES, OAR HEALTH'S SERVICES ENABLE COORDINATION AND COMMUNICATION WITH A HEALTHCARE PROVIDER. OAR HEALTH DOES NOT REPLACE YOUR RELATIONSHIP WITH ANY PHYSICIAN. THESE SERVICES MIGHT NOT BE APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS.

BY CLICKING "I ACCEPT", OR BY DOWNLOADING ANY APP, COMPLETING OUR REGISTRATION PROCESS OR OTHERWISE ACCESSING OR USING ALL OR ANY PART OF THE SERVICES, YOU HEREBY AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO ENTER INTO THIS AGREEMENT, THEN DO NOT REGISTER FOR, DOWNLOAD, ACCESS OR USE THE SERVICE.

YOUR HEALTHCARE PROVIDER IS SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY PATIENT CONSENTS FOR THE PROVISION OF ALL HEALTHCARE SERVICES, AND TO THE COLLECTION AND DISCLOSURE OF PATIENT PERSONALLY IDENTIFIABLE INFORMATION AND PROTECTED HEALTH INFORMATION. FOR PURPOSES OF THESE TERMS OF USE, "HEALTHCARE SERVICES" ARE DEFINED AS THE FURNISHING OF MEDICINE, MEDICAL OR SURGICAL TREATMENT, CLINICAL AND THERAPEUTIC SERVICES, THE DISPENSING OF DRUGS OR MEDICAL DEVICES OR ANY OTHER CLINICAL SERVICES PROVIDED FOR TREATMENT OR PREVENTION OF DISEASE, MEDICAL CONDITION OR DISORDER.



THE SERVICES AND THIS SITE MAY NOT BE MONITORED, SO DO NOT USE THE SERVICE OR SITE IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY. IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911 OR CALL THE NATIONAL SUICIDE PREVENTION LIFELINE AT 1-800-273-8255 OR THE NATIONAL POISON CONTROL HOTLINE AT 1-800-222-1222 FOR IMMEDIATE ASSISTANCE.

Introduction

Oar Health, LLC and its affiliated professional entities (collectively, "**Oar**," "**Company**" "**we** ", "**us**", or "**our**") own and operate the website located at www.oarrx.com (the "**Website**" or the "**Site**"). The Site is intended to facilitate the provision of the Services to registered users. The "**Services**" may include (i) providing individuals with information on health care and wellness ("**Content**"); (ii) providing individuals with pharmacy services (via third parties); (iii) development and gathering of health care records and health care information with retention of the same for use in healthcare provider appointments, communications, and pharmacy services; (iv) administrative support in connection with scheduling, payment for healthcare provider services, and payment for pharmacy services (provided via third parties); and (v) telecommunications support for using the Services as a means of direct access to third party healthcare providers and similar affiliated professional entities for communication, consultations, assessments, and treatment by such health care organizations and their providers.

These terms and conditions of use ("**Terms of Use**") describe your rights and responsibilities with regard to the Oar Site that you may use to receive Services. Your access to and use of the Site is subject to these Terms of Use and any necessary consent forms required by your healthcare provider, as well as all applicable laws and regulations. In these Terms of Use, the terms "**you**" and "**yours**" refer to the person using the Services. Even though you may have arrived to the Site through a website or mobile application operated or controlled by a third party, you understand and agree that these Terms of Use are entered into between you and Oar. The Site and Services are continually under development, and Oar reserves the right to review or remove any part of these Terms of Use in its sole discretion at any time and without prior notice to you. You should check the Terms of Use from time to time when you use the Site or



Services to determine if any changes have been made. Any changes to these Terms of Use are effective upon posting to the Site. Unless otherwise indicated, any new Content added to the Services is also subject to these Terms of Use upon posting to the Site. If you disagree with these Terms of Use, including the mandatory arbitration and the class action waiver described below, you may not access or use the Site.

Availability

Certain of our Services are currently only available to individuals located in certain states.

Eligibility

In order to qualify to use the Services, the following must be true:

- You are age 18 or over.
- You are located in a state where we operate (depending on the type of Services).
- You agree to be legally bound by and comply with these Terms of Use.

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

Your healthcare provider is also solely responsible for determining whether the Service will be (and continues to be) clinically appropriate and safe for you. Oar will comply with any instruction from a healthcare provider to discontinue offering the Service to any of its patients. Oar will comply with any instruction from a healthcare provider to change, modify, update or delete Patient information in the possession of Oar, consistent with the functionalities of the Service and website. In addition, Oar may, at the instruction or in the sole discretion of the healthcare provider, refuse to offer or continue offering the Service to any individual.



YOU ACKNOWLEDGE AND AGREE THAT OAR IS NOT RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY DECISIONS OR INSTRUCTIONS FROM A HEALTHCARE PROVIDER REGARDING THE USE OF THE SERVICE.

Requirements for Use

You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Site. Fees and charges (including messaging and data charges) may apply to your use of the mobile services and to the Internet.

Special Consent to Telehealth Services

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

- Electronic transmission of medical records, photo images, personal health information, or other data between a patient and healthcare provider;
- Interactions between a patient and healthcare provider via audio, video, and/or data communications; and
- Use of output data from medical devices, sound, and video files.

The electronic systems used in the Services will incorporate network and software security protocols to protect the privacy and security of health information and imaging data, and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption. Please see our [Consent to Telehealth Form](#) for a description of the risks and benefits of telemedicine. The Consent to Telehealth is hereby incorporated into these Terms of Use by reference and constitutes a part of these Terms of Use.

Privacy Policy

Federal and State law govern the confidentiality of medical information. Please see: (1) our [Privacy Policy](#) for information on how we may collect, use and disclose your personal information through the Site, and



(2) the Notice of Privacy Practices provided to you by your healthcare provider or his/her affiliated professional entity for a description of how those entities may use and disclose your medical information and how you may access that information.

Medical Disclaimers

Oar Health, LLC does not provide any medical services, including via the Site and Services. Rather, Oar Health, LLC is a technology company, providing the platform that enables you to communicate remotely with healthcare providers related to your medical issue. Oar Health, LLC is not your healthcare provider or pharmacist, nor is Oar Health, LLC licensed to practice medicine nor does Oar Health, LLC recommend or prescribe treatment or medication. To the extent that any Healthcare Services are offered to you, they are provided by the applicable healthcare provider and its affiliated entities, not Oar Health, LLC.

Similarly, Oar Health, LLC is not a pharmacy. Based on prescriptions provided to you by a healthcare provider through the Site, Oar Health, LLC connects you with a network of third party pharmacies.

Healthcare providers who deliver services through our platform are independent professionals, and they (not Oar Health, LLC) are responsible for the advice, services, recommendations and/or medications they deliver to you. Just like when you talk to your doctor on the phone, the phone company is not responsible for your healthcare; similarly, Oar Health, LLC is not responsible for the healthcare or advice provided by healthcare providers through our technology and communications systems.

By accepting these Terms of Use and using the Services, you understand and agree that Oar Health, LLC does not provide any stand-alone therapeutic, psychological or medical services or medical advice to individual Users of the Site. Oar Health, LLC has no direct control over the appropriateness, accuracy, quality, timeliness, scope, price or risks of or associated with any provision of Healthcare Services as a result of its intermediary role between patients and healthcare providers.

Consultative Service

In some cases, an affiliated healthcare provider may use the Services to provide advice or treatment to you. A healthcare provider consulting with you through the Services may not have the benefit of



information that would be obtained by examining you in person and observing your physical condition, in each instance. Therefore, the healthcare provider may not be aware of facts or information that may affect his or her opinion regarding a potential diagnosis or treatment recommendation. To reduce the risk to you of this limitation, Oar strongly encourages you to provide all relevant information and discuss any and all diagnosis and treatment options with a healthcare provider. Moreover, a healthcare provider utilizing Oar may be limited by state law in prescribing certain medications to you without first conducting an in-person physical examination. By deciding to engage the Services, you acknowledge and agree that you are aware of these limitations and agree to assume the risk of these limitations. Furthermore, you agree and accept that: (i) any diagnosis you may receive is limited and, in some cases, provisional; (ii) the health care services are not intended, in all cases, to replace a full medical evaluation or an in-person visit with a healthcare provider; (iii) a healthcare provider acting through the Services may not have important information that is usually obtained through a "hands-on" physical examination; and (iv) the absence of a physical examination may affect the healthcare provider's ability to diagnose any potential condition, disease or injury. We do not control, and are not responsible for, end to end security (for example, security of data transmitted across public and private networks and internet providers, your browser, your devices, etc.). Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment which may include poor video and data quality. Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes. If you obtain psychotherapy services, you understand that your therapist has the right to limit the information provided to you if in your therapist's professional judgment sharing the information with you would be harmful to you.

Registration And User Accounts

Although certain parts of the Site are accessible by any individual, you are obligated to register with Oar in order to access the Services. The Services are available only to users who have registered with Oar and to other persons affiliated with Oar who have been granted accounts with usernames and passwords ("**Secure Users**"). If you are a Secure User, you agree to provide information that is accurate, complete and correct, and to accurately maintain and update any information about yourself that you have provided to Oar. If you do not maintain such information, or Oar has reasonable grounds to suspect as



much, Oar has the right to suspend or terminate your account and your use of the Services. You also agree to immediately notify Oar of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing Oar at support@Oar.com. Oar may take any and all actions it deems necessary or reasonable to maintain the security of the Site, Services and your Secure User account.

You agree to keep confidential your username and password and to exit from your Secure User account at the end of each session. You are responsible for all activities that occur under your account and for maintaining the confidentiality of your password. You are responsible for changing your password promptly if you think it has been compromised. You may not transfer or share your password with anyone, or create more than one account. You may not use anyone else's account at any time. Oar explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You acknowledge and agree that: (1) all or any part of the Site may not be accessible at any time, for any period, or for any reason; and (2) Oar will not be liable if for any reason all or any part of the Site are unavailable at any time or for any period.

Site Content and Communications

By creating an account, you also consent to receive electronic communications from Oar (e.g., via email or by posting notices to the Site). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.



By providing your mobile phone number to us through the Site, you consent to receive calls or text messages at any such phone number sent by or on behalf of Oar, including autodialed calls and/or text messages, for marketing, promotional, operational or informational purposes. You may opt out of marketing and promotional calls or messages by following the applicable unsubscribe instructions provided to you. Following such opt-out, you may continue to receive calls or messages for a short period of time while Oar processes your request. It is your responsibility to keep your account information, including your phone number, updated. Standard message and data rates applied by your mobile phone carrier may apply to the text messages we send you. Please contact your mobile phone carrier for details.

Except for specific communications received from your healthcare provider or any affiliate health care organizations and providers, none of the Content you receive through the Site should be considered medical advice. By accepting the Terms of Use, you agree and consent to Oar, Oar affiliates, or healthcare providers sending you disclosures, notices, messages, reports, and other communications. It is your responsibility to monitor these communications. You further acknowledge and agree that you will not hold us or any Oar affiliate liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or for your failure to comply with any treatment recommendations contained in these communications.

Access Rights And Prohibited Use

Subject to your compliance with these Terms of Use, we hereby grant to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Site in the United States and to use the Services solely for your personal and non-commercial use and only as permitted under these Terms of Use. No other right, title, or interest in or to the Site is transferred to you, and all rights not expressly granted are reserved by Oar or its licensors. We reserve the right, in our sole discretion, to deny or suspend use of the Site or Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (b) use the Site or Services to violate any local, state, national or



international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Site; (d) distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or our Site, or any other system, device, or property; (e) access or use the Site in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; (f) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Site, Services or related materials in any way; (g) use or access the Site to create or develop competing products or services or for any other purpose that is to Oar's detriment or commercial disadvantage; (h) take any action or use the Site in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Site or any content, in whole or in part; (i) disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Site or any computer network; (j) bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Oar or any of our service providers to protect our Site; (k) remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Site or any content made available to you on or through our Site; (l) use any manual process or automated device to monitor or copy any content made available on or through our Site for any unauthorized purpose except as permitted by this section; (m) copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Oar or third-party content from the Site; (n) otherwise use the Site in any manner that exceeds the scope of use granted above; or (o) encourage or enable any other individual to do any of the foregoing. You may not:

1. restrict or inhibit any other user from using and enjoying the Services;



2. post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, vulgar, sexually-orientated, profane, threatening, abusive, hateful, offensive, false, misleading, derogatory, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations;
3. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Company) or engage in spamming or flooding;
4. post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
5. upload, post, publish, reproduce, transmit or distribute in any way any component of the Services itself or derivative works with respect thereto;
6. resell or otherwise exploit for commercial purposes, directly or indirectly, any portion of the Services, or access to them;
7. use email addresses obtained from the Services for solicitation purposes of any kind, directly or indirectly;
8. use data mining, robots or other similar data gathering and extraction tools;
9. access (or attempt to access) the Services or any content therein through any automated means (including use of scripts or web crawlers);
10. make any derivative works based, in whole or in part, on any portion or all of the Services;
11. use i-frames, webpage frames, or any similar framing, to enclose, capture or distribute any part of the Services;
12. mirror or cache or store any pages or portions of the Service;
13. co-brand any portion of the Services;
14. otherwise imply any relationship with or endorsement of your brands or services;



15. use a false email address, impersonate any person or entity, forge e-mail headers or otherwise disguise the origin of any communication or mislead as to the source of the information you provide to the Services;
16. portray Company or any company affiliated with it in a negative manner or otherwise portray its Services in a false, misleading, derogatory or offensive manner;
17. use the Services in any manner that could damage, disable, overburden, or impair our servers or interfere with any other party's use and enjoyment of the Services;
18. attempt to gain unauthorized access to any services or information to which you have not been granted access through password mining or any other process;
19. post or transmit any photograph or likeness of another person without that person's consent, if and to the extent necessary under applicable laws;
20. post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Services for commercial purposes (other than as expressly permitted by the Services and by the provider of such information, software or other material); or
21. upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Services which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder, or which otherwise violates or infringes the rights of others, including without limitation, patent, trademark, trade secret, copyright, publicity, or other proprietary rights.

User Supplied Content

Our Site may allow you to upload, store and share content, including messages, texts, photos and other materials (collectively, "User Content"). Except for the license you grant below, as between you and Oar, you retain all rights in and to your User Content. You hereby grant Oar a nonexclusive, royalty-free, worldwide, fully-paid, and sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display your User Content in all media formats and channels now known or later developed without compensation to you.



If you supply or transmit any User Content via the Site, you represent and warrant to us that you have the legal right necessary to grant us the license described above, and that such material will not violate any law or the rights of any person or entity. Any User Content posted publicly or sent privately is the sole responsibility of the person who submitted it. Although Oar reserves the right to review or remove all User Content on the Digital Services, we do not necessarily review all of it. As such, we do not take responsibility for any User Content provided through the Digital Services.

Ownership Of Site Content

As between Oar and you, Oar is the sole and exclusive owner of all right, title and interest in and to the Site and its content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement and look and feel), other Content, and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you. You are not permitted to reproduce, publish, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the material on our Site except as generally and ordinarily permitted through the Site according to these Terms of Use. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Site or Content shall be owned solely and exclusively by Oar or its licensors, including all intellectual property rights therein. You may not access or use for any commercial purposes any part of the Site or Content.

Trademarks

Certain names, logos, and other materials displayed in and through the Site may constitute trademarks, trade names, service marks or logos ("**Marks**") of Oar or its affiliates. You are not authorized to use any such Marks without the express written permission of Oar. Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates.

Links to Third-Party Hyperlinks and Website



The Site may contain hyperlinks or references to other websites ("**Linked Site**") operated by third parties. The Linked Site may not be under our control. Therefore, we are not responsible for the information, products or services described thereon, or for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Site to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Site is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Site.

You may have arrived to the Site through a Linked Site, including a Linked Site controlled by a parent, subsidiary or affiliate of Oar. You understand and agree that we are not responsible for the information, products or services described on those Linked Site and only these Terms of Use will apply to your use of or access to the Site.

Termination

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

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

Subject to applicable law, Oar reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content



destruction policies. After such termination, Oar will have no further obligation to provide the Services, except to the extent an affiliated professional entity is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical and professional obligations to you. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services in any way.

Disclaimer of Warranties

WE SPECIFICALLY DISCLAIM ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU MAY USE THE SERVICES FOR INFORMATIONAL PURPOSES ONLY, AS AN AID, BUT ONLY AS ONE INFORMATION SOURCE AMONG MANY, AND NOT AS THE SOLE BASIS FOR MAKING ANY DECISIONS (INCLUDING WITHOUT LIMITATIONS REGARDING TREATMENT OPTIONS AND MEDICATIONS); YOU MUST CONDUCT PROPER DUE DILIGENCE AND USE YOUR OWN JUDGMENT WHEN MAKING ANY DECISIONS BASED ON ANY INFORMATION, OR ADVICE DERIVED FROM THE SERVICES.

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



REPRESENTATIONS THAT YOUR USE OF THE SITE OR SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

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

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

Release

To the fullest extent permitted by applicable law, you, on behalf of your heirs, executors, administrators, legal and personal representatives, hereby release, waive, acquit and forever discharge Oar from and against, and covenant not to sue Oar for, all claims you have or may have arising out of or in any way related to these Terms of Use.

Limitation of Liability

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



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

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT THE OAR'S MAXIMUM AGGREGATE LIABILITY FOR ANY TYPE OF DAMAGES IN ANY WAY ARISING OUT OF OR RELATED TO THE OPERATION, OR YOUR USE, OF THE SITE SHALL BE LIMITED TO (I) THE TOTAL FEES PAID BY YOU TO ACCESS OR USE THE SITE DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR (II) IF NO FEES ARE PAYABLE BY YOU FOR SUCH PERIOD, FIFTY (\$50) U.S. DOLLARS.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless Oar, its affiliates (including without limitation all affiliated professional entities), subsidiaries, and their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees,



litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from, your use of the Site or any materials, Content or features available on the Site in an unauthorized manner, fraud, violation of law, or willful misconduct, or any breach by you of these Terms of Use.

If you are a health care provider or pharmacy using the Services to provide any services to patients, customers or other end users, (i) you must also enter into a separate agreement with Oar Medical for such activity; (ii) in any case, you are fully responsible for all such services; (iii) you represent and warrant that you are appropriately qualified and certified to do so, possessing all necessary licenses and permits to do so; (iv) you hereby indemnify, defend and hold us harmless for any breach of this agreement by you or your agents, and/or for any failure by you or your agents to follow any applicable laws, rules and regulations.

Modifications To The Site

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

Pharmacy Services

If you receive a prescription as a result of the Services, you may, but are not obligated, to select one of our third party partner pharmacies (collectively, the "**Oar Pharmacy Network**") to ship your prescription. We are not responsible for the acts or omissions of third parties, including without limitation, third party pharmacies. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, drug, herb, vitamin, or supplement discussed on the Service or dispensed by a third party pharmacist through the Services.

Packaging and Fulfillment Restrictions



If you select to use the Oar Pharmacy Network to fulfil any prescriptions provided by healthcare providers through the Services, you acknowledge that your medication, if approved, will not be shipped in child-resistant packaging and that you must keep it out of the reach of children. Please note that references to or descriptions or images of products or services (or related coupons or discounts, if applicable) on the Service should not be interpreted as endorsements of such products or services and such products or services may be made available by us or by third parties. Resale of products or services purchased in connection with the Service is specifically prohibited. We reserve the right to refuse to sell products or services to you if it reasonably appears to us that you intend to misuse or resell such products or services. Verification of information may be required prior to our issuance or receipt of any order. We further reserve the right to limit quantities of items purchased by each customer or to refuse to provide any customer with any such items.

Virtual Clinical Services

Oar does not provide clinical services [or lab review services]. Clinical services are provided by Wheel Medical, P.A. and its affiliated clinicians ("Wheel Provider Group"), an independent entity not affiliated with Oar. By requesting clinical services, you agree that your relationship to Wheel Provider Group is independent and is governed by [Wheel Provider Group's Terms of Use](#)

Payment

BY AGREEING TO USE THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU WILL PAY DIRECTLY FOR ANY MEDICAL SERVICES AND PRODUCTS PROVIDED TO YOU IN ACCORDANCE WITH THE PAYMENT TERMS BELOW, AND (2) NEITHER OAR NOR ANY OAR AFFILIATED PROVIDER OR HEALTH CARE ORGANIZATION OR PROVIDER WILL BILL ANY FEDERAL OR STATE HEALTH CARE PROGRAM OR INSURANCE PLAN FOR SUCH MEDICAL SERVICES OR PRODUCTS.

You agree to pay all fees due for services requested. You will see a prompt for your payment details, such as your credit card information. By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due.



You understand and agree that you are responsible for all fees due to receive health care services and pharmacy services, including any fees charged by the health care organization(s) or provider(s). Your payments to Oar may include fees charged by health care organization(s) or provider(s) for health care services and/or pharmacy services, which Oar collects on their behalf. Any health care services or pharmacy services not made available through the Services are not included in the payments collected by Oar and you may be separately charged by the applicable healthcare providers for such services. In the event that your credit card expires or Oar, our affiliates, or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method. Oar and/or the health care organization(s) and/or provider(s) have no obligation to provide any health care services or pharmacy services unless and until full payment has been received and/or verified.

PAYMENT TERMS

You acknowledge and agree to the following payment terms:

1. Oar does not accept Medicare, Medicaid, or any other third-party insurance. In the event you choose to use the Oar Rx platform to find a healthcare provider and schedule an appointment with a healthcare provider, you will be responsible for the full amount of any fees for such healthcare services.
2. Payment shall be by credit card, and you will be required to provide Oar with information regarding your credit card or other payment instrument. You represent and warrant to Oar that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.
3. You agree to pay Oar the amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Use. If you dispute any charges you must let Oar know within sixty (60) days after the date that Oar charges you. You shall be responsible for all taxes associated with the Services.



4. You acknowledge and understand that Oar cannot guarantee the availability of, any healthcare provider at any particular time. Oar is not liable for any cancelled or unfulfilled appointments, or any injury or loss resulting from the foregoing, or for any other injury or loss related to my use of the Site or Services.
5. Unless otherwise specified, all Services purchased on the Site are non-refundable and non-transferable.
6. Unless otherwise specified, if you are prescribed medication through an Oar, it will typically be sent as a 90-day supply up front and in incremental 90-day refills following your first fill. Standard billing is monthly and you are expected to complete your monthly payments for each 90-day supply of medication. If there is a medical reason to discontinue medication for a prescription that has already been filled, Oar will accommodate medically valid cancellation requests for future monthly payments.
7. WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) OAR (OR OUR THIRD-PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU ON A MONTHLY BASIS FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES, AND (B) YOUR SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICES IN ACCORDANCE WITH THESE TERMS. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY MANAGING YOUR SUBSCRIPTION IN YOUR ACCOUNT SETTINGS.

Governing Law; Dispute Resolution; Arbitration; Venue; Severability Of Provisions

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND OAR TO RESOLVE ALL

DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN

WHICH YOU CAN SEEK RELIEF FROM OAR

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without



limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, YOU AND OAR AGREE (A) TO WAIVE YOUR AND OAR'S RESPECTIVE RIGHTS TO HAVE ANY AND ALL DISPUTES ARISING FROM OR RELATED TO THESE TERMS OF USE, OR THE SITE OR SERVICES, RESOLVED IN A COURT, AND (B) TO WAIVE YOUR AND OAR'S RESPECTIVE RIGHTS TO A JURY TRIAL. Instead, you and Oar agree to arbitrate Disputes through binding arbitration (which is the referral of a dispute to one or more persons charged with reviewing the dispute and making a final and binding determination to resolve it instead of having the dispute decided by a judge or jury in court) conducted by the American Arbitration Association ("**AAA**") under the arbitration rules in effect at the time the arbitration is initiated (the "**AAA Rules**") and under the rules set forth in these Terms of Use. If there is a conflict between the AAA Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern.

Unless the parties agree otherwise, the arbitration will be conducted in New York, New York. Each party will be responsible for paying any filing, administrative and arbitrator fees in accordance with the AAA Rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU ARE WAIVING THE RIGHT TO A TRIAL.

You and Oar agree that these Terms of Use affect interstate commerce and that the enforceability of this Section shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "**FAA**"), to the maximum extent permitted by applicable law.

YOU AND OAR EACH AGREE TO RESOLVE ANY DISPUTES ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO PURSUE ANY DISPUTES ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY DISPUTE ARISING OUT OF OR RELATED TO THE SERVICES OR ANY CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH DISPUTE WILL BE FOREVER BARRED.

These Terms of Use and your use of the Site shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved on an individual basis in the state or federal courts of the State of New York and the United States, respectively, sitting in New York, New York.

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



The Site is controlled, operated and administered by us from within the United States. We make no representation that this Site is available for access or use at other locations outside the U.S. However, any access or use from outside the U.S. is still subject to this Agreement. Access to the Site is expressly prohibited from territories where this site or any portion thereof is illegal. You agree not to access or use any information or materials on the Site in violation of U.S. export laws and regulations, or in violation of any laws or regulations in the country from which you are accessing the Services. You do not have the rights to use this Site or the Services from outside the U.S. and if you do so, it is at your own risk.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement or related to use of the Site or Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

No Waiver

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

No Agency Relationship

Neither these Terms of Use, nor any Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

Remedies

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any



injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Assignment

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