



These Membership Terms of Service (“Terms”), which includes an agreement to arbitrate and consent to electronic communications, govern your access to and use of services provided by NuVision Women’s Care, LLC. (NuVision”, “we”, “us”, or “our”), including the NuVision website located at www.nuvisionwomenscare.com, the NuVision mobile application, membership services that include personal healthcare navigation services, wellness services, communication services, facilitation of access to telehealth services, and other technology-enabled or personal services provided by NuVision or its affiliate (collectively, the “Services”). Please read these Terms carefully before using the Services. By accessing or using the Services you agree to be bound by these Terms. If you are accepting these Terms for another person (“Family Member”) as such Family Member’s parent, guardian, conservator, or custodian, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Family Member.

NuVision is affiliated with numerous professional corporations and their affiliated medical services providers, including providers of telehealth services. NuVision provides the facilitation of care to medical services, including telehealth services. These Terms govern your access to and use of the associated health system partners. Please read the Medical Terms of Services carefully before using NuVision Women’s Care patient platform and telehealth options.

Please refer to our Privacy Policy to learn about our privacy practices with respect to your personal information. Please refer to our Notice of HIPAA Privacy Practices to learn about our privacy practices with respect to your Protected Health Information.

YOU AGREE THAT DISPUTES BETWEEN YOU AND NUVISION WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS DESCRIBED IN SECTION 12 BELOW. UNLESS YOU OPT-OUT OF ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU WISH TO OPT OUT OF ARBITRATION, FOLLOW THE OPT-OUT PROCEDURE SPECIFIED IN SECTION 12.

1. Updates to the Terms

a. We may modify these Terms from time to time. If you do not agree with the proposed changes, you should discontinue your use of the Services before the effective date of the changes. If you continue using the Services after the effective date, you will be bound by the updated Terms.

2. Account Registration and Security

a. You may use the Services only for your own personal, non-commercial use. If you are registering on behalf of your Family Member, your Family Member may only use the Services for their own personal, non-commercial use. To access certain features of the Services, we must be provided with accurate and complete information for your account, and updated as needed. You are responsible for protecting your account username and password, and for all activities that occur under your account. You should immediately notify us of any unauthorized use of your account. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We will not be responsible for any loss or damage due to your failure to protect your account or your personal information.

3. Acknowledgement of Membership Fees

a. NuVision charges monthly or annual fees (the “Membership Fees”) for access to certain features of the Services. The Fees may be modified by NuVision from time to time. Certain members may have access to the Services through their employers, professional affiliations, partnerships, or other organizations, and as a result, the Fees will not apply to such members.

The Fees cover costs associated with personal services that enhance your healthcare experience, tools to facilitate access to healthcare services, and certain on-demand telehealth services, but are not covered or billed to insurance. Membership services include higher-touch personal services such as referrals, 24/7 connection access to our services team, digital tools for easy access to NuVision including telehealth services and wellness offerings. **PAYMENT OF THE MEMBERSHIP FEES TO NUVISION IS NOT A REQUIREMENT TO RECEIVE MEDICAL SERVICES THROUGH NUVISION.** To learn more about the Membership Fee and these options, contact us at membership@nuvisionwomenscare.com

For our Members, NuVision will charge your Annual Membership Fee to your designated billing account. You agree to make the payment using your chosen payment method. **IF YOUR ACCOUNT IS SUBJECT TO THE ANNUAL OR MONTHLY MEMBERSHIP FEE, YOU AUTHORIZE US TO CHARGE YOUR CHOSEN PAYMENT METHOD THE MEMBERSHIP FEE AT THE TIME OF INITIAL PAYMENT AND EACH ANNUAL RENEWAL, UNTIL YOU**

CANCEL. YOU MUST CANCEL YOUR MEMBERSHIP BEFORE IT RENEWS TO AVOID BEING CHARGED THE ANNUAL MEMBERSHIP FEE FOR THE NEXT ALLOTTED AMOUNT OF TIME BASED ON YOUR CHOSEN MEMBERSHIP. YOU CAN CANCEL YOUR MEMBERSHIP AT ANY TIME BY EMAILING US AT membership@nuvisionwomenscare.com AND REQUESTING CANCELATION. IF YOU CANCEL YOUR MEMBERSHIP AND YOUR SUBSCRIPTION TERM HAS NOT EXPIRED, YOU MAY CONTINUE TO USE THE SERVICES UNTIL THE END OF YOUR THEN-CURRENT MEMBERSHIP TERM AND YOUR MEMBERSHIP WILL NOT BE RENEWED AFTER YOUR THEN-CURRENT TERM EXPIRES. HOWEVER, YOU WON'T BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE ANNUAL MEMBERSHIP FEE PAID FOR THE THEN-CURRENT MEMBERSHIP PERIOD.

If the amount to be charged to you varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), for example. Due to an increase in the Membership Fee, you have the right to receive, and we will provide, notice of the amount to be charged and the date of the charge at least 30 days before the scheduled date of the transaction. If you do not agree with the new amount in the notice, you may cancel the transaction by contacting us at membership@nuvisionwomenscare.com.

4. Free Trials and Other Promotions

a. TO INDIVIDUALS 18 YEARS OF AGE OR OVER, UNLESS OTHERWISE EXPLICITLY STATED, WITHIN THE SPECIFIED TIME PERIOD (“TRIAL PERIOD). TRIALS ARE ONLY FOR THE TRIAL MEMBERS’ PERSONAL USE, AND MAY NOT BE SHARED OR RESOLD. YOU MAY BE REQUIRED TO PROVIDE YOUR CREDIT CARD INFORMATION WHEN REGISTERING FOR THE TRIAL OR OTHERWISE DURING THE TRIAL. MEMBERSHIP FEES SHALL BE WAIVED OR DISCOUNTED DURING THE TRIAL PERIOD IN ACCORDANCE WITH THE ASSOCIATED OFFER. TRIALS DO NOT APPLY TO BILLABLE MEDICAL SERVICES. YOU UNDERSTAND AND AGREE THAT MEDICAL SERVICES SOUGHT DURING THE TRIAL (INCLUDING WITHOUT LIMITATION, IN-OFFICE CARE, REMOTED BILLABLE VISITS (E.G. “REMOTE VISITS) AND THIRD-PARTY SERVICE (E.G. FOR LABS OR PRESCRIPTIONS)) WILL REMAIN BILLABLE DURING THE TRIAL PERIOD, AND MAY BE BILLED TO YOU.

FOR TRIALS THAT CONVERT TO PAID MEMBERSHIP AT THE END OF THE TRIAL, IF YOU DO NOT WISH TO CONTINUE AS A PAID MEMBER, YOU MUST CANCEL YOUR TRIAL MEMBERSHIP BEFORE THE END OF THE TRIAL PERIOD IN ORDER TO AVOID BEING CHARGED THE MEMBERSHIP FEE. IF YOU CANCEL PRIOR TO THE END OF THE TRIAL PERIOD BUT ARE INADVERTENTLY CHARGED THE

MEMBERSHIP FEE, PLEASE CONTACT US AT membership@nuvisionwomenscare.com.

IF YOU ARE A RESIDENT OF A COUNTRY OTHER THAN THE UNITED STATES (U.S.), ANY TRIAL MAY BE USED ONLY WHILE YOU ARE PHYSICALLY LOCATED IN THE U.S. AND ITS TERRITORIES, AND SUCH TRIAL AUTOMATICALLY TERMINATES UPON YOUR DEPARTURE FROM THE U.S. AND ITS TERRITORIES. YOU UNDERSTAND AND AGREE THAT YOU ARE NOT AUTHORIZED TO ACCESS THE SERVICES FOLLOWING SUCH TERMINATION, AND THAT NON-US RESIDENTS MAY NOT USE THE SERVICES OUTSIDE OF THE U.S. AND ITS TERRITORIES.

5. Service Use Termination

- a. You can cancel your membership by emailing us at membership@nuvisionwomenscare.com, calling us at 702-907-7267 or contacting us through the patient platform messaging system. If you terminate your membership, your membership will remain active until the end of your then-current membership period.

We may terminate the Services or your use of the Services at any time for any reason by sending notice to you at the email address you provided or otherwise contacting you or posting a notice on the Services. In order to protect the integrity of the Services, we may, at any time in our sole discretion, block users from certain IP addresses from accessing the Services. We are not required to provide you with notice prior to terminating or blocking your use of the Services or an associated reason. If we terminate your use of the Services because you have breached these Terms or any other agreement you have entered into with us, you will not be entitled to any refund of the other than due to your breach of these Terms or any other agreement you have entered into with us, you will be entitled to a pro rate refund of the Membership Fee that you paid for the remainder of your membership period.

6. Use of the Services

- a. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Services must be in accordance with all applicable laws. You acknowledge that you do not acquire any other rights in the Services or any component thereof.

The following is a list of the type of actions that you may not engage in with respect to the Services;

You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, “data mine”, or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the application.

You will not interfere, access, tamper with or disrupt the Services or the servers or networks connected to the Services;

You will not attempt to probe, scan or test the vulnerability of the Services or any of our systems or network or breach any security or authentication measured;

You will not use any meta tags or other hidden text metadata utilizing our trademarks, logos, URLs or product names without our express written consent;

You will not use the Services or content, or any portion thereof, for a commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

You will not post, distribute, or reproduce in any way any content that infringed third party intellectual property rights or violated third party rights of privacy or right of publicity;

You will not use, display, “frame” or: mirror” any part of the Services, our names, any of our trademarks, logos or other proprietary information, or the layout and design of any page or form contain on a page, without prior written authorization from us;

You will not collect or store any personal information, including personally identifiable information, from others without their express permission;

You will not provide any inaccurate, incomplete, false or misleading information about yourself when using the Services;

You will not allow any other person to use your account, username or password to access the Services, and you will not use your account for any other person; and

You will not assist or permit any person to engage in any of the activities in this Section.

The Services are intended for use only within the United States and its territories. We make no representation that the Services are appropriate, or are available for use outside of the U.S. and its territories. Those who choose to access and use our Services from outside the U.S.

and its territories do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

These Services shall not be assignable by you, either in whole or in part and any attempted assignment or delegation will be null, void and of no effect. We reserve the right to assign all or a portion of our rights and obligations under these Terms, in our sole discretion. These Terms are binding and inure to our benefit and each of our successors and assigns. The Terms are intended solely for the benefit of NuVision, its successors and permitted assignments. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

7. Consent to Electronic Communications

a. You agree that NuVision may send any of the following by email, text or by posting them on our website and mobile application; legal disclosures; these Terms; Privacy Policy; future changes to any of the foregoing; and other notices, policies, communications or disclosures and information related to the Services. You agree that NuVision may contact you via email, phone, text, or mail regarding your membership, Services, appointments or other. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy. Your consent to conduct actions electronically covers all interactions between you and NuVision and their contracted providers.

If you later decide that you do not want to receive certain future communications electronically, please send an email to membership@nuvisionwomenscare.com.

NuVision will need to send you certain communications electronically regarding the Services. You will not be able to opt out of these communications- e.g., communications regarding updates to the Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to and accepted by you. If you withdraw your consent to receive communications electronically, certain Services may become unavailable to you.

8. Intellectual Property Rights

a. No rights are granted to you other than as expressly set forth in these Terms. All trademarks, service marks and trade names are owned by NuVision or other respective owners.

b. Our Services, and the information and material therein, including our Service's features, functionality and content are the exclusive property of NuVision and are

protected by copyright or other intellectual property laws. Using our Services does not give you ownership of any intellectual property rights in our Service or the content you access.

- c. In the event you elect to provide feedback and suggestions for improvements in connection with our Services, or post, upload, input or submit to any materials (collectively “Feedback”), NuVision shall own all right, title, and interest in and to the same and shall be entitled to use them without restriction. No compensation will be paid with respect to the use of your Feedback, as provided herein. NuVision is under no obligation to post or use any Feedback you may provide and may remove any Feedback at any time in NuVision’s sole discretion. By posting, uploading, inputting, providing or submitting your Feedback you warrant and represent that you own or otherwise control all of the rights to your Feedback as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Feedback.

9. Disclaimers

- a. **TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR LICENSORS, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF OR INABILITY TO USE THE SERVICES, OR RESULTING FROM ANY CONTENT POSTED ON THE SERVICES.**

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, AND WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE, YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. FURTHERMORE, WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE PROGRAMMING. ANY MATERIAL OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FOR ANY SUCH MATERIAL. WE MAKE NO

WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT.

Any general advice that may be posted on the Services as for informational purposes only and is not intended to replace or substitute for any medical or other advice. To the maximum extent to replace or substitute for any medical or other advice. To the maximum extent not prohibited by law, we make no representations or warranties. If you have specific concerns or a situation arises in which you require medical advice, you should consult with an appropriately trained and qualified medical services provider.

10. Limitation of Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATED, LICENSORS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, THOSE RELATING TO LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU ARISING FROM THESE TERMS, OR THE USE OF OR INABILITY TO USE THE SERVICES WILL AT ALL TIMES BE LIMITED TO THE GREATER OF \$100.00 OR THE AMOUNTS PAID BY YOU TO US FOR ACCESS TO AND USE OF SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. Exclusion Remedy

If you are dissatisfied with the Services, your sole and exclusive remedy is to stop using the Services and cancel your membership / account (if applicable).

12. Dispute Resolution

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the Services (collectively, "Dispute") will be settled by binding arbitration, except that each party retains the right; (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP protection Action"). You will also have the right to litigate any other dispute if you provide us with written notice to opt out of arbitration ("Arbitration Opt-out Notice") by email at membership@nuvisionwomenscare.com within thirty (30) days following the date you first accept these Terms, or if you have not registered for an account, then within thirty (30) days following the date you first use our Services. If you don't provide us with an Arbitration Opt-Out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of an IP Protection Action or, if you timely provide us with an Arbitration Opt-Out Notice, will be the state and federal courts located in Texas and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide us with an Arbitration Opt-Out Notice, you acknowledge and agree that you are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless you otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this Agreement to Arbitrate on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in the state or federal courts located in the applicable state. All other claims will be arbitrated. This "Dispute Resolution" section will survive any termination of these Terms. The arbitration will be administered by the American Arbitration Association (AAA) in accordance with the Commercial Arbitration Rules

The arbitration will be administered by the American Arbitration Association (AAA) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A Party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA rules. AAA provides a

general form for a demand for Arbitration and a separate form for Demand for arbitration. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you agree with us otherwise, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that are submitted to the arbitrator, unless you request a hearing, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

Fees

Your responsibility to pay any AAA filings, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$10,000, we will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding anything to the contrary in these Terms, if we change this "Dispute Resolution" section after the date you accepted these terms or accessed our Services, you may reject any such change by sending us written notice (including by email to membership@nuvisionwomenscare.com) within 30 days of the date such change became effective, as indicated in the "Effective Date" listed at the beginning of these Terms or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the provisions of the "Dispute Resolution" section as of the date you accepted these Terms, or accessed our Services.

13. Links to Third Party Applications and Websites

We are not responsible for any or all information operated by third parties. We are not responsible, and disclaim all liability, for the privacy, security, performance, and service practices of such third parties, nor are we responsible for any content, advertising, products, services or other materials made available on or through any such third-party applications or websites. We make the connections and links available to you only as a convenience, and it is your decision whether to connect to third party applications or access third party websites.

14. General Provisions

These Terms make up the entire agreement relating to your use of the Services, and supersede all prior agreements relating to the subject matter hereof.

The validity, interpretation and enforcement of this Agreement, matters arising therefrom or related thereto or to our Services shall be governed by the internal laws of the State of Colorado, without reference to choice of law doctrine.

We may change, suspend or discontinue any of the Services at any time. We will try to give prior notice of any material changes to the Services, but we are not obligated to do so. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

These Terms do not confer any third-party beneficiary rights. You may not transfer any of your rights or obligations under these Terms to anyone else without our consent.

Even after termination, these Terms will remain in effect such that all terms that by their nature may survive termination will be deemed to survive such termination.

If any provision of these Terms is found by a proper authority to be invalid or unenforceable, the other provision of these Terms will be unimpaired and remain valid and enforceable, and the invalid or unenforceable provision will be deemed modified to the maximum extent necessary to make it valid and enforceable or, if modification is not permitted by law, the provision will be disregarded.

In addition to applicable disclaimers identified above, our incomplete performance or failure to perform our duties under these Terms will not be considered a breach of these Terms and shall be fully excused in the event of interruption and/or delay due to causes beyond our reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, natural

disasters (including without limitation, the elements, fire, and earthquake), explosion, acts of terrorism, power failures, equipment failure, industrial or labor disputes, acts of third party information providers, third party software errors or failures or communications interruptions or failures and all other events beyond our reasonable control.