

WEIGHTRX, INC. TERMS OF USE

The Terms of Use (“TOU”) specified below form an agreement between you and DRR Assets LLC, a Delaware corporation (WeightRx), concerning your usage of our various services provided via our website [www.weightrx.com], and any web-based or mobile applications requiring account creation to use the Services (collectively referred to as the “Site”). By accessing, browsing, and/or using the Site, you acknowledge and agree to comply with the TOU, Agreement To Receive Text Messages, and the Privacy Policy (collectively, the “Terms and Conditions”). If you do not agree to all of these Terms and Conditions, please do not use the Site. For any queries related to these Terms and Conditions, feel free to contact us at support@weightrx.com.

Please note that these TOU may change. As your use of the Site signifies your acceptance of these TOU, if we revise these TOU, your continued usage of the Services and the Site will be taken as your acceptance of these changes. The decision to use or not use the Services and the Site is entirely up to you. If you do not agree to all of these TOU, please refrain from using the Services and the Site.

IN CASE OF A MEDICAL EMERGENCY, CONTACT YOUR DOCTOR IMMEDIATELY OR DIAL 911.

IMPORTANT NOTICE: YOUR USE OF OUR SITE INCLUDES AN ARBITRATION PROVISION IN THIS AGREEMENT, REQUIRING ALL DISPUTES TO BE SETTLED THROUGH BINDING ARBITRATION. PLEASE THOROUGHLY REVIEW THE ARBITRATION PROVISION OF THIS AGREEMENT FOR MORE DETAILS.

Your Relationship with WeightRx

WeightRx, on behalf of itself and one or more professional corporations incorporated, formed or authorized in one or more states (collectively, the “Professional Entities”), makes certain information available regarding remote weight loss treatment programs (“Telehealth Visits”) and facilitates your access to telemedicine and expert medical services provided by the Professional Entities (the “Services”). Our Privacy Policy, available at <https://www.weightrx.com/privacystatement.html>, details our practices related to the use, sharing, and maintenance of any information that you provide to us or to the Professional Entities.

WeightRx acts as a “business associate” under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (“HIPAA”), making this information available and/or facilitating your access to the Services on behalf of the Professional Entities. WeightRx operates independently of the Professional Entities and the healthcare providers who may offer you telehealth services through the Professional Entities, and is not liable for their actions, failures, or any content of their communications to you. WeightRx does not participate in the practice of medicine or offer any other health services. WeightRx does not provide any diagnoses or treatments.

ALL INFORMATION PROVIDED ON THIS SITE OR IN CONNECTION WITH ANY COMMUNICATIONS SUPPORTED BY WEIGHTRX IS FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT ESTABLISH A PROVIDER-PATIENT RELATIONSHIP AS DEFINED BY STATE AND FEDERAL LAW. USE OF THE WEIGHTRX SITE IS NOT A SUBSTITUTE FOR PROFESSIONAL DIAGNOSIS OR TREATMENT, AND ANY RELIANCE ON THE INFORMATION PROVIDED BY WEIGHTRX IS ENTIRELY AT YOUR OWN RISK.

Your Relationship with WeightRx

In connection with accessing the Services and Telehealth Visits, you acknowledge, understand, consent and agree to the following:

1. Telehealth Visits involve the use of electronic communications to enable healthcare providers associated with the Professional Entities (the "Providers") at different locations to share individual patient medical information for the purpose of providing the Services and improving patient care.
2. A Telehealth Visit is not the same as a direct, in-person patient/provider visit, since you and the Provider providing the Services will not be in the same room.
3. You understand that some elements of your care and treatment requiring physical tests or examinations may be performed by providers other than the Provider.
4. The communication systems used during Telehealth Visits will employ reasonable security protocols to protect the confidentiality of patient information, with reasonable measures in place to safeguard the data and ensure its integrity against intentional or unintentional corruption.
5. However, you understand that there are potential risks associated with the use of this technology during Telehealth Visits, including but not limited to:
 - Delays in medical evaluation and consultation or treatment due to deficiencies or failures of the equipment or network interruption;
 - Failure of security protocols, leading to a breach of privacy of personal health information;
 - Lack of access to complete medical records may result in adverse drug interactions, allergic reactions, or other negative outcomes.
6. If applicable, you understand that either the Provider or you may discontinue the Telehealth Visit if the videoconferencing connections are not adequate for the situation.
7. You understand that the Telehealth Visit will not be audio or video recorded at any time, and you agree not to audio or video record the Telehealth Visit.
8. As part of a Telehealth Visit, you may be requested by a Provider to upload, post, publish or display (hereinafter, "upload") images, videos, photographs, information, data, text, messages or other materials ("content"). You will ensure that all content you upload or share with the Professional Entities and the Providers is appropriate, non-offensive, complies with all applicable laws, rules and regulations, and does not infringe any third-party rights.
9. You consent and authorize the Professional Entities and any associated Provider to review and use content you've uploaded to the Site in connection with the Services provided to you during any Telehealth Visit.

10. You agree that the Professional Entities may use and disclose your Protected Health Information (as defined under HIPAA) in accordance with applicable law and the Notice of Privacy Practices provided to you.
11. You acknowledge your right to request the following:
 - Omission of specific details of your medical history/physical examination that are personally sensitive.
 - Asking non-medical personnel to leave the room where the Provider is conducting the Telehealth Visit at any time if their presence is not required due to safety concerns.
 - Termination of the service at any time.
12. You acknowledge that you are entering into an agreement with the Professional Entities, which will be a provider of the Services to you. This means, among other things, you are entering into a practitioner-patient relationship with the Provider associated with the Professional Entities who personally performs the Services.
13. You understand and agree that WeightRx provides certain administrative services to the Professional Entities but does not provide professional medical services itself.
14. In WeightRx with the Services and the provision of Telehealth Visits:
15. Neither nor the Professional Entities are a drug fulfillment warehouse. In the event that a Provider associated with the Professional Entities prescribes a medication, it will be in limited supply based on state regulations, and it will be prescribed only as deemed appropriate in the Provider's sole discretion and professional judgment. The Professional Entities do not guarantee that a prescription will be written.
16. You agree that any prescriptions you receive from a Provider are solely for your personal use. You agree to read all product information and labels carefully and to consult a physician or pharmacist if you have any questions about the prescription.

Payment Obligations.

Upon registration with WeightRx, you recognize and agree that the professional entities may file claims for the services provided on your behalf, assuming they participate with federal or state healthcare programs (such as Medicare, Medicaid) or any third-party commercial payor (collectively, "Payor Reimbursement"). The professional entities may choose to accept any Payor Reimbursement from these healthcare programs or commercial payors as full payment for the services.

By choosing our services, you acknowledge and consent that: (1) if the services qualify for coverage under any relevant healthcare programs or commercial payors, you allow WeightRx and the professional entities to file claims on your behalf for Payor Reimbursement; (2) if the services qualify for coverage under any relevant healthcare programs or commercial payors, you allow WeightRx and the professional entities to disclose any necessary medical and other information to process any claims for Payor Reimbursement and allocate or otherwise authorize payment directly to WeightRx and/or the professional entities for Payor Reimbursement regarding the Services; (3) if Payor Reimbursement does not fully compensate WeightRx and the professional entities for the service costs, you authorize and agree that WeightRx may charge your chosen payment method for amounts not covered under Payor Reimbursement; or

payor for Services, you are explicitly choosing to obtain products and services on a cash basis outside of such programs and you are solely responsible for all Services provided to you. FILING CLAIMS DOES NOT WAIVE OUR RIGHT TO SEEK DIRECT PAYMENT FROM YOU. Provided any refund capability as set forth hereafter, you agree that you will be charged for the services by supplying a credit card or other payment method accepted by WeightRx ("Payment Method"), and you explicitly agree that WeightRx and its wholly-owned subsidiaries are authorized to charge to the Payment Method any fees for services, along with any applicable taxes, to the extent, if relevant not covered by Payor Reimbursement.

You agree that the authorization to charge your Payment Method remains in effect until you cancel it in writing, and you agree to notify WeightRx of any changes to your Payment Method. You certify that you are an authorized user of the Payment Method and will not dispute charges for the services. You acknowledge that the initiation of ACH transactions to your account must comply with the relevant provisions of U.S. law. In the case of an ACH transaction rejected due to insufficient funds, WeightRx may attempt to process the charge again within 30 days at its discretion.

Your Affirmations, Guarantees, and Pledges to WeightRx

By using the site, you affirm and guarantee the following: (i) you are at least eighteen (18) years of age, (ii) you have the legal capacity and authority to enter into these Terms of Use (TOU) with WeightRx, (iii) the information you have provided to WeightRx in your registration is accurate and complete, (iv) you will abide by all laws applicable to your use of the site (v) you will not interfere with a third party's use and enjoyment of the site (vi) you will not disrupt WeightRx's or its vendors' security measures, (vii) if any information you provide to WeightRx becomes inaccurate, incomplete, or otherwise false or misleading, you will immediately notify WeightRx, and (viii) you are using the site for yourself.

In relation to your association with WeightRx, you may provide us with personal information, including health information. We will handle your information following our Privacy Policy, which may be found here [weightrx.com/privacy-statement.html].

You are responsible for providing and maintaining appropriate software and hardware capabilities (in line with any to: Payment Terms).

As you enroll with WeightRx, it is understood and agreed upon that Professional Entities may file claims on your behalf for services rendered, where such entities are approved providers under federal or state healthcare programmes (such as Medicare, Medicaid), or any third-party commercial payer ("Payer Reimbursement"). The Professional Entities may choose to accept as full payment any and all Payer Reimbursement from these programs for the Services provided. In opting for our Services, you acknowledge and accept that: (1) if the Services are covered under any applicable federal or state healthcare programmes or any third-party commercial payer, you authorize WeightRx and the Professional Entities to submit claims on your behalf for Payer Reimbursement; (2) you allow WeightRx and the Professional Entities to release all necessary medical and other information to process any claims for Payer Reimbursement, and assign or permit payment directly to WeightRx and/or the Professional Entities for Payer Reimbursement relating to the Services; (3) where Payer Reimbursement does not completely cover the cost of the Services, you authorize and agree that WeightRx may charge your Payment Method for any amounts not covered; (4) in choosing not to use a federal or state healthcare program or third-party commercial payer for Services, you agree to purchase

products and services on a cash basis and accept full financial responsibility for all Services provided to you. THE SUBMISSION OF CLAIMS DOES NOT NULLIFY OUR RIGHT TO SEEK PAYMENT DIRECTLY FROM YOU.

Subject to any potential refund as stipulated herein, you agree to be charged for the Services by providing a credit card or other accepted payment method ("Payment Method"). You expressly authorize WeightRx and other wholly-owned subsidiaries of DRR ASSETS, LLC. to charge any fees for Services, along with applicable taxes, if not covered by Payer Reimbursement, to the Payment Method.

You agree that the authorization to charge your Payment Method stays effective until you cancel it in writing and that you will notify WeightRx of any changes to your Payment Method. You assert that you are an authorized user of the Payment Method and will not dispute charges for the Services. You accept that the initiation of ACH transactions to your account must abide by relevant U.S. law provisions. In cases where an ACH transaction is declined due to insufficient funds, WeightRx may opt to attempt processing the charge again anytime within 30 days.

Your Obligations and Assurances to WeightRx

By accessing the Site, you assure the following: (i) you are at least 18 years of age, (ii) you possess the legal capacity and authority to enter into these Terms of Use with WeightRx, (iii) the information provided to WeightRx in your registration is precise and complete, (iv) you will adhere to any and all laws applicable to your use of the Site, (v) you will not disrupt a third party's use and enjoyment of the Site, (vi) you will not interfere with or disrupt WeightRx's or its vendors' security measures, (vii) if any information you provide to WeightRx becomes inaccurate or misleading, you will notify WeightRx promptly, and (viii) you are accessing the Site for personal use.

In your association with WeightRx, you may provide to us, or arrange to be provided to us on your behalf, personal information, including health information. We will use your information in accordance with our Privacy Policy, accessible here <https://weightrx.com/Privacy%20Notice.pdf>. You are responsible for providing and maintaining, at your own risk and expense, appropriate software and hardware capabilities (consistent with any technical, quality, or other requirements described on the Site) to facilitate the use of the Site. You bear sole responsibility for any fees, including internet or mobile connection and contains an auto generated response."]

Remuneration for Services.

Upon your enrollment with WeightRx, it's understood and agreed upon that the affiliated Professional Entities may file claims on your behalf for the Services to the extent such entities are affiliated providers with, any federal or state healthcare programs (e.g., Medicare, Medicaid) or any third-party commercial payer (collectively, "Payer Reimbursement"). The Professional Entities have the right to accept as complete payment any and all Payer Reimbursement from any federal or state healthcare program or any third-party commercial payer for the Services. Your decision to utilize our Services signifies your acknowledgment and agreement that: (1) if the Services fall under a covered service of any applicable federal or state healthcare programs or any third-party commercial payer, you authorize WeightRx and the Professional Entities to submit claims for Payer Reimbursement on your behalf; (2) if the Services are a covered service under such programs or payers, you grant WeightRx and the Professional Entities permission to release any required medical and other information to process any claims for Payer Reimbursement and assign or authorize payment directly to WeightRx and/or the Professional

Entities for Payer Reimbursement regarding the Services; (3) if Payer Reimbursement does not fully cover the cost of the Services, you authorize and agree that WeightRx may charge your Payment Method (as defined herein) for amounts not covered by Payer Reimbursement; or (4) if you choose not to use a federal and/or state healthcare program or third-party commercial payer for Services, you're explicitly choosing to obtain products and services on a cash basis outside of such programs, and you are solely financially responsible for all Services provided to you. THE SUBMISSION OF CLAIMS DOES NOT ELIMINATE OUR RIGHT TO SEEK DIRECT PAYMENT FROM YOU.

Subject to any potential refund as outlined below, you agree to be charged for the Services by providing a credit card or other payment method accepted by WeightRx ("Payment Method"), and you expressly allow WeightRx and other wholly-owned subsidiaries of DRR ASSETS, LLC. to charge the Payment Method any fees for Services, together with any applicable taxes, to the extent, if applicable, not covered by Payer Reimbursement.

You consent that authorizations to charge your Payment Method remain valid until you cancel it in writing, and you commit to notifying WeightRx of any changes to your Payment Method. You verify that you are an authorized user of the Payment Method and will not dispute charges for the Services. You understand that the initiation of ACH transactions to your account must adhere to relevant provisions of U.S. law. In case of an ACH transaction rejected due to insufficient funds, WeightRx may, at its discretion, attempt to process the charge again at any time within 30 days.

Your Representations, Warranties, and Covenants to WeightRx

By accessing our platform, you assure that: (i) you are at least eighteen (18) years of age, (ii) you possess the legal capacity and authority to agree to these Terms of Use (TOU) with WeightRx, (iii) the information you have provided to WeightRx during registration is accurate and complete, (iv) you will comply with all laws pertinent to your use of the platform, (v) you will not disrupt a third party's use and enjoyment of the platform, (vi) you will not interfere with or disrupt WeightRx's or its vendors' security measures, (vii) if any information you provide to WeightRx becomes inaccurate, incomplete or otherwise false or misleading, you will notify WeightRx immediately, and (viii) you are accessing the platform for yourself.

In association with your relationship with WeightRx, you may provide personal information to us, including health information. We will handle your information in accordance with our Privacy Policy, accessible here [weightrx.com/privacy-statement.html].

You are responsible for providing and maintaining, at your own risk and expense, the necessary software and hardware capabilities (consistent with any technical, quality, or other requirements described on the platform) to enable you to use the platform. You also accept responsibility for any fees, including internet connection or mobile fees, associated with your access to the platform.

Transactions

As part of any transaction processed through the WeightRx platform, users may be requested to provide pertinent transaction-related information. This may include, but is not limited to, credit card details, expiry dates, billing and shipping addresses, phone numbers, and email addresses. When such information is provided, users grant WeightRx the unrestricted,

royalty-free, worldwide, and everlasting authority to relay this information to third parties to facilitate the transaction.

WeightRx utilizes electronic records and signatures for the implementation and provision of these Terms and Conditions and other agreements, notifications, disclosures or any documents, communications, or information of any sort sent or received in line with these Terms and Conditions. Both you and WeightRx are free to print, save, or store electronic records without hindrance from the other party. You agree not to dispute the authority or validity of electronic records and signatures or their admissibility under any law that requires certain agreements to be in writing or signed. You bear the cost and responsibility of conducting business electronically and must make necessary hardware and software updates or purchases to facilitate this.

Waiver

Any delay or omission by WeightRx in enforcing its rights under these Terms of Use (TOU) or to challenge the non-compliance of any of your obligations does not affect these rights and will not be interpreted as a waiver for any subsequent breach. Any waivers by WeightRx must be written and signed by an authorized representative.

Jurisdictional Issues

These TOU, Privacy Policy, and WeightRx's collection and use of data are subject to United States law.

Representations

By using our services, you confirm and assure that: you are 18 years or older, have the power to enter into and fulfill your obligations under this Agreement, and all information you provide to us is accurate and truthful. You agree to abide by the terms of this Agreement and all related agreements for your use of our Site, your feedback, user content, and account information. You will maintain accurate information with us, including your legal name and email address, and will immediately notify us if you suspect a breach of your contact information. You will not use our Site for competitive intelligence gathering or to compete with us, and your user content does not infringe the rights of any third party.

Disclaimers

Your voluntary use of the WeightRx site is at your sole risk. WeightRx disclaims all warranties of any kind, either express or implied, including but not limited to warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. WeightRx does not guarantee the accuracy, reliability, completeness, or usefulness of the Site.

Limitation of Liability

Under no circumstances shall WeightRx or its representatives be liable for any damages resulting from your use of this site or any associated site. You waive all claims and liabilities you may have against WeightRx relating to your use of the Site. If you are a resident of California or are eligible for the protections of California law, you expressly waive the provisions of Section 1542 of the California Civil Code.

Entire Agreement

These TOU, along with any other agreements posted by WeightRx on the Site or executed between you and WeightRx, comprise the complete agreement regarding your use of the Site.

Governing Law and Jurisdiction

While using this Site, you agree to adhere to the laws of the State of Delaware, regardless of your location. You irrevocably agree to the exclusive jurisdiction of the courts of the State of W, New Castle County.

Arbitration

In case of any disagreement between you and WeightRx, the dispute will be arbitrated in New York, managed by the American Health Lawyers Association (AHLA) Dispute Resolution Service and governed by the applicable AHLA Arbitration Rules. Costs related to the arbitration will be distributed as per the "Standard Allocation" provisions of the Arbitration Rules. The decision of the arbitrator will be binding and final for all parties involved in the arbitration. You acknowledge that you understand the implications of agreeing to this binding arbitration clause, including forfeiting certain constitutional rights to have the dispute resolved in court or by a jury, potential limitations on information discovery during arbitration, and the finality and binding nature of the arbitration verdict, subject to very limited judicial review. ALL CLAIMS AND DISPUTES FALLING WITHIN THIS AGREEMENT'S SCOPE MUST BE INDIVIDUALLY ARBITRATED OR LITIGATED, NOT ON A CLASS BASIS, OR VIA PARTICIPATION IN A CLASS OR REPRESENTATIVE ACTION. MULTIPLE USERS' CLAIMS OR DISPUTES CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

Equitable Relief

You accept that a violation of this Agreement's provisions would cause substantial, irreparable harm and significant damage to us, which would be tough to determine and not sufficiently compensable by damages alone. Consequently, you consent that we hold the right to enforce this Agreement's provisions through injunction (without the need to post bond), specific performance, or other equitable relief, without limiting any other rights and remedies we might have for your breach of this Agreement.

Changes to this Agreement

Upon making any amendments, the "last modified" date at the bottom of this document will be updated. We advise you to review these TOU regularly. Your ongoing use of WeightRx signifies your acceptance of the revised TOU.

Assignment

You cannot assign, transfer, or sell (willingly or by legal process) your rights or obligations under this Agreement, or delegate your duties hereunder to any other person, without our prior written approval. Any alleged assignment without our consent will be null and void and will constitute a violation of this Agreement. We reserve the right to assign this Agreement or delegate or subcontract our responsibilities under this Agreement at any time.

Survival

Provisions of this Agreement that by their nature should survive the expiration or termination of this Agreement, including but not limited to provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights post-termination, and interpretation of this Agreement, will endure the expiration or termination of this Agreement for their complete statutory period.

Contact Us

For any queries, you can reach us at support@weightrx.com or submit your questions via the Contact Us page on our website [weightrx.com].