

# Terms & Conditions

**Last Updated: June 4, 2026**

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

WE DO NOT PROVIDE MEDICAL ADVICE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY. The Services are not appropriate for emergency care or urgent situations. Do not disregard or delay seeking medical advice based on anything that appears or does not appear on the Services.

## Key Points

We hope you read these entire Terms for full detail, but here are some key points:

- Docs That Care does not presently provide medical advice.
- Instead, we help individuals establish and maintain a relationship with certain third-party healthcare providers. We also provide some non-medical services and information to our users.
- To determine if you are eligible for the Services, we will ask you some initial qualifying questions, which were approved by the relevant Practices and/or Providers, about yourself and your health.
- If you meet certain criteria, you will make an appointment with the Practice and create an account on the Practice's and/or Provider's patient portal. The portal may have the Docs That Care logo, but the Practice, Provider, or its service providers operate it – not us.
- Payment and provision of medical services will happen on the portal and other services operated by the Practice and/Provider (or their service providers) – not through Docs That Care' site.
- Diagnosis or treatment may also require obtaining lab work or prescriptions through Labs and Pharmacies that are not operated by or for Docs That Care.
- Your relationship with the Practice, Provider, Lab, and Pharmacy and your use of the portal or other sites provided by those entities will be governed by agreements with those entities - even though the Docs That Care logo may appear on the portal or other sites.

# 1. Acceptance of Terms and Conditions

This website is operated by Docs That Care, LLC. (“**Docs That Care**”, “**we**”, “**us**” or “**our**”). These terms and conditions (the “**Terms**” or “**Terms and Conditions**”) govern (i) your use of and access to joinDocs That Care.com and other websites which are owned or operated by Docs That Care or its affiliates (the “**Site**”); (ii) your access to and use of any other digital interfaces and properties (e.g., Applications) owned, controlled by, or made available to you by Docs That Care (the “**App**”); and (iii) other online or mobile-enabled technology, digital tools and other services and products provided by Docs That Care and its affiliates (together with the Site and App, the “**Services**”).

By using or otherwise accessing the Services or clicking to accept or agree to these Terms, you (1) accept and agree to these Terms; and (2) agree to comply with all rules, policies, and disclaimers posted on the Services or about which you are notified.

All references to “you” or “your,” as applicable, mean the person who accesses, uses, and/or participates in the Services in any manner, and each of your heirs, assigns, and successors. If you use the Services on behalf of an entity or another individual, you represent and warrant that you have the authority to bind that entity or individual, your acceptance of the Terms will be deemed an acceptance by that entity or individual, and “you” and “your” herein shall refer to that entity, its directors, officers, employees, and agents.

**PLEASE READ THE TERMS THOROUGHLY AND CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.**

## 1.1. Payment Agreement

By selecting "Pay", you agree to the following:

- Any discounts will be applied to your first payment only
- Charges will appear as "OpenLoop Healthcare Partners PC" on your bank statement
- No refunds or credits for partial plan periods are given unless required by law
- Cancel anytime to stop future billing
- If you pay for a treatment and your provider determines that you are ineligible, we will process a full refund

# 2. The Docs That Care Services

**THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. THE SERVICES DO NOT PROVIDE MEDICAL OR HEALTHCARE ADVICE.**

## 1. Our Role

Docs That Care does not provide any medical services itself. Depending on your personal situation, state of residence, and evolution of our Services, Docs That Care may provide: (i) access to general information on health and wellness topics; (ii) access to independent medical groups who provide health care services through the Services ("**Providers**") who are contracted by certain independent, clinical professional practice groups (collectively, the "**Practices**"); (iii) access to laboratory services performed by third party clinical laboratories ("**Labs**"); (iv) access to prescription fulfillment services offered by third party pharmacies ("**Pharmacies**"); (v) assistance with obtaining insurance coverage from your existing health care plan for the relevant Services; and (vi) access to content from or interactions with in-house or third-party dietitians, health coaches, and trainers.

We do not control or interfere with the practice of medicine by the Providers and Practices, each of whom is solely responsible for directing the medical care and treatment they provide. Any information or advice received from a Practice comes from the Practice or Provider alone, and not from Docs That Care. You acknowledge and agree that Docs That Care is not a healthcare provider and that by using the Services, you are not entering into a doctor-patient or other health care provider-patient relationship with us. By using the Services, you may be entering into a doctor-patient or other health care provider-patient relationship with a Provider and/or one or more Practices. Docs That Care is not liable for any professional advice obtained from a Practice or Provider via the Services or for any other information obtained on the Services.

The content of the Services, including, without limitation, text, copy, audio, video, photographs, illustrations, graphics, and other visuals (collectively, the "Docs That Care Content"), is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind. You should always seek the advice of a qualified health care professional if you have any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by Docs That Care or in connection with any communications supported by Docs That Care, including, but not limited to, Docs That Care Content and the communications with Docs That Care nutritionists and health coaches, is intended to be for general informational purposes only, and is in no way intended to create a physician-patient relationship as defined by state and federal law. The Services are not a substitute for professional medical diagnosis or treatment. Reliance on any information appearing on the Services, whether provided by Docs That Care, its content providers, nutritionists, health coaches, clients, visitors to the Services, or others, is solely at your own risk.

Although Docs That Care may provide assistance with obtaining insurance coverage from your existing health care plan, Docs That Care does not offer or sell insurance itself.

Any advice provided by a dietician is nutritional advice, not medical or dietetic advice. Certain Services may not be available in all states.

## **2. How the Services Work**

We will ask you some initial qualifying questions about yourself and your health. These questions were approved by the relevant Practices. If the answers to those questions meet certain criteria specified by a Practice, the Practice will invite the user to schedule an initial appointment and establish an account on the Practice's and/or Provider's own patient portal (the "**Patient Portal**"), which is not operated by Docs That Care or Docs That Care' service providers. The Patient Portal may have the Docs That Care logo, but it is operated by the Practice, Provider, or its service providers, not us.

In the Patient Portal, you will answer a more detailed questionnaire designed by the Practice, which will request additional medical information and other personal information.

Payment, diagnosis, and any provision of telehealth will happen through the Patient Portal and other services operated by the Practice and/Provider or their service providers (collectively with the Patient Portal, the "Healthcare Provider Sites"), not through Docs That Care' site. Our fees may appear as a charge from "Thrive Health Group" (instead of "Docs That Care").

Diagnosis or treatment may also require obtaining lab work or prescriptions through Labs and Pharmacies that are not operated by or for Docs That Care (collectively, "Third Party Suppliers").

Your relationship with the Practice, Provider, and Third Party Suppliers, and your use of the Patient Portal other Healthcare Provider Sites, will be governed by the relevant third-party entity's Additional Terms (as defined in Section 4 below) and are subject to the privacy policies and practices of the relevant third-party entity and its service providers, even though the Docs That Care logo may appear on the Healthcare Provider Sites.

### **3. Modification of the Terms or the Services**

We reserve the right, in our sole discretion, to update these Terms by posting the updated version and updating the "Last Updated" date at the top of the page.

Unless you first reject the updated Terms by discontinuing all use of the Docs That Care Services, sending a notice of termination to [cancellation@docsthatcare.com](mailto:cancellation@docsthatcare.com) That Care.com, and canceling any subscription you may have by following the procedure at Section 7(c), you will be deemed to accept the changes and they will take effect at the "Update Effective Time," which is the earlier of: (a) 11:00 a.m. Eastern time on the 31st day after Docs That Care posts them (or a later date that we specify in the update, if any); (b) your first ever use of a new or changed feature of the Docs That Care Services that is subject to the updated Terms (for example, your first ever use of a new feature for which the updated Terms contain special provisions), or (c) your taking some other action to specifically accept the updated Terms, such as clicking to accept them.

You must send the termination notice from the email address associated with your account, or if this is not possible, you must promptly cooperate with us to identify your account. Regardless of the email address you use, you must promptly cooperate with any request from us to authenticate that you are the account holder and that you are the actual sender of the termination notice. You agree to review these Terms

periodically to ensure that you are familiar with the most recent version. At your request, following your termination, we will issue you a pro-rated refund for any remaining unused portion of subscription fees you have paid. You are prohibited from using the Docs That Care Services after sending a notice of termination, except as may be necessary to follow any instructions we may provide via email for authentication of your identity and request. If you violate this requirement and do use the Docs That Care Services after sending a notice of termination (and before we block your access), your termination notice will be void as if it had never taken effect, and the updated Terms will take effect (or will have taken effect) at the Update Effective Time.

Any changes to Section 19 ("**Arbitration and Class Action Waiver**") are also subject to the additional provisions in that section regarding changes to that section.

Docs That Care reserves the right at any time to modify, suspend, discontinue, or terminate, temporarily or permanently, the Services (or any part thereof). You agree that Docs That Care shall not be liable to you for any modification, suspension, or discontinuance of the Services.

#### **4. Additional Terms**

In order to access or purchase certain Services, you may be required to agree and enter into, or acknowledge receipt of, one or more additional agreements, consents, assignments, releases or notices as a condition of accessing, purchasing or receiving those Services (such additional agreements, consents, assignment, releases or notices, collectively as and when furnished and entered into or acknowledged, "**Additional Terms and Conditions**").

Such Additional Terms and Conditions may be specific to (a) a supplier of the Services, including a specific or group of Labs, Pharmacies, Practices or Providers, (b) a Service or category of Service or (c) any combination thereof. In many cases, Docs That Care is not a party to Additional Terms and Conditions, and you will enter into such Additional Terms and Conditions with a third party such as a Practice or Provider. You must comply with the Additional Terms and Conditions.

##### **Pharmacy Services**

By accepting these Terms of Use, you additionally understand and agree that Docs That Care is not acting as a pharmacy, nor does Docs That Care control or interfere with any such services. By accepting these Terms of Use, you understand and agree that you may be entering into a relationship with a pharmacy, pharmacist, and/or pharmacy group or other such relationship with any one or more such third-party entities.

#### **5. Eligibility and Account Creation**

Only individuals who are United States residents and are at least 18 years of age and have the right, authority, and capacity to enter into these Terms are permitted to access the Services. Please contact us at [hello@Docsthatcare.com](mailto:hello@Docsthatcare.com) if you are a parent or legal guardian of an individual under the age of eighteen (18) who you believe has used the Services without your consent.

You must meet certain additional criteria to be eligible to use certain Services. For more information, see Section 2 above.

You may be required to create an account to access certain parts of the Services (each, an "Account"). To register for an Account, you may be required to provide us with certain information, such as a name and password. By creating an Account, you represent and warrant that any information to create your Account is accurate, current, and complete information, and you further agree to update the information in your Account to keep it accurate, current, and complete. You are solely responsible for safeguarding your Account credentials.

You are solely responsible for all activity that occurs on your Account, and we may assume that any communications, including User Content we receive under your Account have been made by you. You must notify Docs That Care immediately of any breach of security or unauthorized use of your Account. Docs That Care will not be liable and you may be liable for losses, damages, liability, expenses, and lawyers' fees incurred by Docs That Care or a third party arising from someone else using your Account due to your conduct regardless of whether you have notified us of such unauthorized use. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account.

If Docs That Care has previously prohibited you from accessing or using the Services, you are not permitted to access or use the Services. We also reserve the right to disable or close any Account at any time and for any reason or for no reason.

## **6. Privacy**

You authorize us to collect, use, disclose and otherwise handle your personal information as set forth in our **Privacy Notice**, which we may modify from time to time.

## **7. Billing, Cancellations & Refunds**

### **1. Subscription Fees**

If you purchase a Subscription to the Services, you will be charged a Subscription fee at the rate presented to you at the time of registration, plus any applicable taxes and other charges (the "**Subscription Fee**") at the beginning of your Subscription and automatically at the beginning of each subsequent Subscription period commencing thereafter, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE DOCS THAT CARE TO AUTOMATICALLY INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. The cost of medication is not included in our Testosterone Replacement Therapy (TRT) plan fees. Medication is prescribed only if approved by a licensed clinician and will be billed separately once authorized.

Your Subscription will automatically continue at the interval indicated at registration, and we (or our third-party payment processor) will automatically charge at the beginning of each new Subscription period commencing after the initial Subscription period for your Subscription, using the Payment Information you have provided, unless prior to the end of the current Subscription period, (a) you cancel your

Subscription (as described below); (b) we decline to renew your Subscription; or (c) these Terms are otherwise properly terminated as expressly permitted herein. We may receive updated credit card information (new credit card number or updated expiration date) from your credit card issuer. We may use these new details in order to help prevent any interruption to the Services. If you would like to use a different payment method or if there is a change in payment method, please contact us at [hello@Docsthatcare.com](mailto:hello@Docsthatcare.com) or fill out the contact form linked on the [docsthatcare.com](https://www.docsthatcare.com) homepage with the subject "change payment method." Subscriptions may include additional terms and conditions as may be described at the time of purchase or in other communications we send to you. The Subscription Fee is non-refundable except as expressly set forth in these Terms or in accordance with applicable law. If any Subscription Fee is not paid in a timely manner, or your transaction cannot be processed, we reserve the right to suspend, disable, cancel or terminate your access to the Services or cancel your Subscription. You will be responsible for paying all past due amounts.

## **2. Subscription Services**

Your subscription ("Subscription Services") begins when you complete enrollment and submit your medical intake for review by a licensed provider, at which time you will be charged for the first billing cycle. Subscription Services may include provider review of your intake information, consultations (live or asynchronous), ongoing clinical support, and—if prescribed—coordination of prescription fulfillment through partner pharmacies.

No Guarantee. Results are not guaranteed. Treatment plans and outcomes vary by individual.

## **3. Medical Disqualification**

If a licensed provider determines you are not eligible for treatment for medical reasons before services begin (as defined below), you will receive a full refund for the applicable billing cycle. If disqualification occurs after services begin, you may be eligible for a pro-rated refund only to the extent required by law or as specifically stated in this policy.

## **4. How to Cancel:**

You may cancel your Subscription Services at any time by:

- Contacting customer support at [support@docsthatcare.com](mailto:support@docsthatcare.com) and/or
- Using the cancellation process in your online account (if available).

## **5. Timing Requirement:**

To avoid being charged for the next billing cycle, we must receive your cancellation request at least 72 hours before your next scheduled billing date. If we do not receive your request within this window, your subscription will renew for the next billing cycle, and your cancellation will take effect at the end of that next billing cycle.

#### **6. Access After Cancellation:**

After cancellation, you will continue to have access to Subscription Services through the end of your then-current billing cycle.

#### **7. Refund Policy**

Refunds are issued only in the following circumstances:

1. Medical disqualification before services begin (full refund for that billing cycle)
2. Verified billing errors (e.g., duplicate charges)
3. Refunds required by applicable law
4. Switching to another Docs That Care program, where the unused portion of the current subscription may be applied as a credit toward the new program

#### **8. No Other Refunds:**

Other than the limited circumstances above, ALL FEES ARE NON-REFUNDABLE, including if you cancel mid-cycle, decide not to continue treatment, or do not achieve desired results.

#### **9. Prescription Medications:**

Federal and state laws and pharmacy regulations generally prohibit the return of prescription medications once dispensed. Accordingly:

- Prescription medications are not eligible for return or refund once dispensed or shipped, except where required by law.
- If a shipment is damaged or incorrect, our standard resolution is replacement, not refund.

#### **10. Damaged or Incorrect Medication:**

Inspect your shipment immediately upon receipt and contact support at [support@docsthatcare.com](mailto:support@docsthatcare.com) within 24 hours if:

- Damaged: we may replace upon evidence of damage
- Incorrect: we will coordinate replacement

#### **11. Changes to This Policy.**

We may update this policy from time to time. If changes materially reduce refund rights, we will provide notice and require affirmative acceptance before the changes apply to future billing cycles.

#### **12. Other Fees.**

If you miss a scheduled appointment with a provider or cancel a scheduled appointment with a provider with less than twenty-four (24) hours' notice, you may be

charged a no-show fee or late cancellation. This charge is separate from and in addition to your Subscription Fee. Fees for missed appointments and late cancellations will be charged to your payment card on file automatically. Refunds may be offered on a case-by-case basis.

#### **13. How to Reschedule**

Members may reschedule appointments by logging into the Provider Portal and selecting a new appointment time. Additionally, members may email [support@docsthatcare.com](mailto:support@docsthatcare.com) to request a new appointment. If you reschedule an appointment with less than twenty-four (24) hours notice, a late cancellation fee may be assessed as described in the "Other Fees" section above.

#### **14. Termination by Docs That Care**

We may terminate your Subscription at our sole discretion and without any notice. If we cancel your Subscription, we may give you a prorated refund based on the amount of time remaining that you cannot use, provided, however, that we will not be obligated to grant you a refund if we terminate your Account or your Subscription because we determine, in our sole discretion, that your actions or your use of the Services violates these Terms or any applicable law or has harmed another user.

#### **15. Changes to Subscription Terms**

We may change the Subscription terms or Subscription Fees at any time on a going forward basis in our discretion. If the pricing for your Subscription increases, we will notify you, and provide you an opportunity to change your Subscription before applying those changes to your Account or charging you in connection with an automatic renewal. We may choose in our sole discretion to add, modify, or remove benefits and features from a Subscription. Your continued use of the Services after the changes become effective will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may cancel your Subscription. If you accept the new Subscription, its terms and conditions will apply for that renewal and all renewals going forward.

#### **16. Discounts and Promotions**

From time to time, we may offer some users trial, discounted, or other promotional Subscription Fees. By participating in a promotional offer, you agree to the additional terms included with the promotional offer and incorporated herein by reference. Such trial or promotional memberships are subject to these Terms except as otherwise stated in the promotional offer, including which users are eligible for the promotional memberships. Only one trial or promotional membership is available per household and may not be combined with any other promotion, except as otherwise stated in the promotional offer. If your Subscription is ever canceled or terminated for any reason, and you purchase an additional Subscription, you may not be eligible to take advantage of another promotional rate offer. If your Subscription includes a discount or promotional rate, you will be charged the promotional rate for the relevant number of Subscription periods, and upon completion of the promotional period, your Subscription will continue to automatically renew at the then-current Subscription Fee. To cancel and avoid being charged the full rate, you must notify us before the discount

or promotional period ends. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

## **8. Testimonials**

You agree that we may contact you to obtain consent for a testimonial regarding services provided by Docs That Care, Practices, Providers, or Third Party Suppliers. In the event you choose to provide us with a testimonial, you consent to us using your provided testimonial, photo, first name, last initial, and similar information in marketing materials.

## **9. Proprietary Rights and License to the Services**

Subject to your compliance with these Terms and any other provisions governing your use of the Services, we grant you a non-transferable, non-exclusive, revocable, limited license to access and use the Services for your personal, non-commercial use only. Your use of the Services is at your own risk.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Docs That Care Content or the Services, except as follows: (i) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials and you may store files that are automatically cached by your web browser for display enhancement purposes; (ii) you may print or download a reasonable number of pages of the Services for your own personal and non-commercial use and not for further reproduction, publication or distribution; (iii) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our applicable end user license agreement for such applications.

All right, title, and interest in and to the Services are and will remain the exclusive property of Docs That Care and its licensors. All materials therein, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all intellectual property rights related thereto, are the exclusive property of Docs That Care and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by Docs That Care and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Docs That Care and such others.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license to the Services and use of the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Docs That Care reserves all rights not expressly granted by these Terms.

## **10. Rules and Prohibitions**

You agree you will not use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Docs That Care. Without limitation, you agree not to:

- Create multiple Accounts or misrepresent your identity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services;
- Engage in any conduct that is fraudulent, inaccurate, infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of Docs That Care, its users, or any third party, including privacy rights, copyrights, or other intellectual property rights;
- Violate any federal, state, or local law, statute, ordinance, regulation, or ethical code;
- Engage in any behavior that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing including, without limitation, submitting defamatory User Content;
- Submit User Content or otherwise provide Docs That Care with any data containing any viruses, Trojan horses, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services;
- Scrape, access, monitor, index, frame, link, or copy any content on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or using any method of access other than manually accessing the publicly available portions of the Services through a browser or accessing the Services through any approved mobile application, application programming interface, or client application;
- Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services; Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures we may use to prevent or restrict access to the Services or use of the Services or the content therein;
- Attack, or attempt to attack the Services via a denial-of-service attack or a distributed denial-of service attack; violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
- Engage in any activity that could cause us to violate any applicable law, statute, ordinance, or regulation; resell or make any commercial use of our system or the content on the Services, including for the purposes of developing artificial intelligence or machine learning models, without our prior written consent;

- Use the Services in a way that violates or facilitates violations of these Terms, any other agreement or guidelines that govern use of the Services or attempt to do any of the foregoing directly or indirectly; Transfer any rights granted to you under these Terms;
- Access the Services or content to build a similar or competitive website, product, or service; or attempt to indirectly undertake any of the foregoing.

Docs That Care has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Docs That Care may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

## **11. Notice and Procedure for Making Claims of Copyright Infringement**

Docs That Care respects the intellectual property rights of others and expects its players and the users of its services to do the same. If you believe that any content appearing in the Services and/or User Content has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below.

Please be aware that to be effective, your copyright infringement notification must comply with the Digital Millennium Copyright Act ("**DMCA**"). You are encouraged to review 17 U.S.C. § 512(c)(3) of the DMCA or consult with an attorney prior to sending a notice hereunder.

To file a copyright infringement notice, you will need to send a written communication that includes the following to the address listed below:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- The exact URL or a description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Docs That Care, LLC.  
ATTN: Legal Department  
4200 University Ave. Suite 300  
West Des Moines, IA. 50265  
[hello@docsthatcare.com](mailto:hello@docsthatcare.com)

Please note that the DMCA provides that you may be liable for damages (including costs and attorney fees) if you knowingly misrepresent that material or activity is infringing. Please also note that the information provided in your copyright

infringement notice may be provided to the person responsible for the allegedly infringing material.

## **12. Feedback**

By sending us any feedback, comments, questions, or suggestions concerning Docs That Care, the Services, or us (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties.

By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against Docs That Care and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Account, these Terms, the Services, or your participation in the Services.

## **13. Docs That Care SMS Terms and Conditions**

**Program Name:** Docs That Care Text Messaging Service

You may sign up to receive certain Docs That Care notifications or information via text messaging. When you opt in, you agree to receive recurring automated or non-automated appointment reminders, account notifications, product updates, promotions, and other relevant informational text messages from us, including messages that may be sent using an automatic telephone dialing system to the mobile telephone number you provide.

**Program Name:** Docs That Care Marketing

You may sign up to receive certain Docs That Care notifications or information via text messaging. When you opt in, you agree to receive recurring automated or non-automated marketing messages (e.g., promos and cart reminders) from us, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provide.

**Message Frequency:** Message frequency will vary. Docs That Care reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. Docs That Care also reserves the right to change the short code or phone number from which messages are sent.

**Opt-Out and Support:** You can cancel the SMS service at any time by texting "STOP" to the number you are receiving text messages from. After sending "STOP," we will send you a confirmation SMS message that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to rejoin, simply sign up again and we will resume sending SMS messages to you. If you are experiencing issues with the messaging program, reply with the keyword "HELP" for more assistance, or contact our support team directly at [support@docsthatcare.com](mailto:support@docsthatcare.com).

### **Important Disclosures:**

- Carriers are not liable for delayed or undelivered messages.
- Message and data rates may apply for any messages sent to you from us and to us from you.
- If you have questions about your text or data plan, please contact your wireless provider.
- Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas.

**Additional Notes (Only for Docs That Care Text Messaging Service):** Providers or Practice Groups may send you text messages through automated or non-automated means, including marketing text messages that are exempt from consent requirements due to their medical nature. Docs That Care is not responsible for any messages they send. Text the keyword "STOP" to the number you are receiving text messages from to cancel. After texting "STOP," you may receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the "STOP" keyword command and agree that Docs That Care and its service providers will have no liability for failing to honor such requests.

If you unsubscribe from one of our text message programs, you may continue to receive text messages from Docs That Care through any other programs you have joined until you separately unsubscribe from those programs.

**Privacy Policy:** For more information regarding privacy practices, please review our Privacy Policy here: <https://www.docsthatcare.com/privacy-policy>

### **14. Third Party Information and Links to Third-Party Websites**

The Services and the Docs That Care Content may include content provided by third parties, including materials provided by bloggers, content creators, medical professionals, nutritionist, or other third parties. All statements and/or opinions expressed in these materials, and responses to questions and other content, other than the content we provide, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided or prepared by any third parties.

The Services may contain links or otherwise direct you to websites, applications, products or services operated by other parties ("**Third-Party Services**"). If there are Third-Party Services or other resources linked on these Services, those links are provided only for the convenience of our users. We have no control over the contents of those Third-Party Services or resources, and therefore cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any Third-Party Services linked to or otherwise referenced on the Services, you do so entirely at your own risk and subject to the terms and conditions of use for that Third-Party Service.

### **15. Duration and Termination of Terms**

Duration. The agreement between you and Docs That Care reflected by these Terms is effective when you access the Services (for example to create an Account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

Termination by Users. Users may terminate their Account by written notice via e-mail to [cancellation@docsthatcare.com](mailto:cancellation@docsthatcare.com)

Termination by Docs That Care. At any time, with or without notice, for any or no reason, Docs That Care reserves the right to modify or discontinue any portion or all of the Services, and to restrict, suspend, and terminate your Account. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICES.

Survival. All provisions which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

## **16. Indemnity and Release**

You agree to release and to indemnify, defend, and hold harmless Docs That Care and its parents, subsidiaries, affiliates, and agents, as well as the officers, directors, employees, shareholders, and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs), claims, actions, inquiries, or investigations of any kind whatsoever arising out of or resulting from your violation of these Terms and Conditions or the terms in our other policies and agreements that you agree to be bound by, your use or misuse of the Services, including, but not limited to, any use of the Services' content and products other than as expressly authorized, your use of any information obtained from the Services, or your violation of any third party's rights, including, but not limited to, intellectual property rights, right of privacy, right of publicity and confidentiality. Docs That Care reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Docs That Care in the defense of such matter.

In the event that you have a dispute with one or more other users, you release Docs That Care, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the Services. If you are a California resident, you waive California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

## **17. Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DOCS THAT CARE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE SERVICES AND CONTENT AVAILABLE ON THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER DOCS THAT CARE NOR ANY PERSON ASSOCIATED WITH DOCS THAT CARE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER DOCS THAT CARE NOR ANYONE ASSOCIATED WITH DOCS THAT CARE REPRESENTS OR WARRANTS THAT THE SERVICES OR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WITHOUT LIMITATION, YOU UNDERSTAND AND AGREE THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY, AND THE SERVICES AND CONTENT PROVIDED THEREIN ARE NOT MEDICAL OR HEALTHCARE ADVICE.

YOU ARE SOLELY RESPONSIBLE FOR THE ACTIONS TAKEN IN YOUR ACCOUNT. DOCS THAT CARE EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS OR THIRD PARTIES.

YOU WAIVE AND HOLD HARMLESS DOCS THAT CARE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY DOCS THAT CARE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER DOCS THAT CARE OR LAW ENFORCEMENT AUTHORITIES. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to or use of the Services or any third-party content or websites accessed through, or in any way in conjunction with, the Services.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **18. Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL DOCS THAT CARE, ITS PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, JOINT VENTURERS, CONSULTANTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR

LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS LIMITATION OF LIABILITY APPLIES TO ANY ALLEGED OR ACTUAL LOSSES RESULTING FROM: (a) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS; AND (c) ANY CONTENT OBTAINED FROM THE SERVICES. DOCS THAT CARE' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID DOCS THAT CARE, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE SERVICES, INCLUDING THE CONTENT AVAILABLE WITHIN THE SERVICES, WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. THE LIMITATIONS ON DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN AND ARE MATERIAL TO DOCS THAT CARE'S DECISION TO ENTER INTO THE AGREEMENT BETWEEN DOCS THAT CARE AND YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **19. Arbitration and Class Action Waiver**

**PLEASE READ THIS "ARBITRATION AND CLASS ACTION WAIVER" SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.**

### **1. Informal Dispute Resolution Procedure**

If a dispute arises between you and Docs That Care, we are committed to working with you to reach a reasonable resolution. For any such dispute, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This requires first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account, if any, to the following email address: [hello@joindocsthatcare.com](mailto:hello@joindocsthatcare.com) For any dispute that Docs That Care initiates, we will send our written description of the dispute to the email address associated with your Account. The written description must be on an individual basis and provide, at minimum, the following information: your name; a description of the nature or basis of the claim or dispute; and the specific relief sought. If the dispute is not resolved within sixty (60) days after receipt of the written description of the dispute, you and Docs That Care agree to the further dispute resolution provisions below.

The above process for an informal dispute resolution process is required before you may commence any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

## **2. Mutual Arbitration Agreement**

You and Docs That Care agree that all claims, disputes, or disagreements that may arise out of your access or use of the Services including without limitation (i) the content available within the Services; (ii) these Terms (including its formation, performance, and breach); or (iii) that in any way relate to the provision or use of the Services, your relationship with Docs That Care, or any other dispute with Docs That Care, shall be resolved exclusively through binding arbitration in accordance with this Section 19 (collectively, the "Arbitration Agreement"). This includes claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth in Section 19(k). This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects and evidences a transaction involving interstate commerce. You and Docs That Care expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Except as set forth in this Section 19, the arbitrator or arbitration body, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms and this Arbitration Agreement, including, but not limited to any claim that all or any part thereof are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity.

Notwithstanding the parties' decision to resolve all disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction, regardless of what forum the filing party initially chose; (ii) bring an action in state or federal court to protect its intellectual property rights (patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

You and Docs That Care agree to submit to the personal jurisdiction of any federal or state court in Polk County, Iowa in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree

to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

Except as set forth in Section 19(c) below, if any provision of this Arbitration Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

THE PARTIES UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE CLAIM, AND THAT RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND DOCS THAT CARE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **3. Class Arbitration and Collective Relief Waiver**

YOU AND DOCS THAT CARE ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THIS SECTION 19(c), ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER CONSOLIDATED ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM, UNLESS DOCS THAT CARE PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

If there is a final judicial determination that this Section 19(c) is not enforceable as to a particular claim or request for relief, then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent you or Docs That Care from participating in a class-wide settlement of claims.

### **4. Arbitration Rules**

The arbitration will be administered by National Arbitration and Mediation ("NAM") and resolved before a single arbitrator. If NAM is not available to arbitrate, the parties will select an alternative arbitration provider, but in no event shall any arbitration be administered by the American Arbitration Association. Except as modified by this "Arbitration Agreement" provision, NAM will administer the arbitration in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at [www.namadr.com](http://www.namadr.com) or by emailing National Arbitration and Mediation's Commercial Dept at [commercial@namadr.com](mailto:commercial@namadr.com).

### **5. Initiating Arbitration**

Only after the parties have engaged in a good-faith effort to resolve the dispute in accordance with the Informal Dispute Resolution Procedure provision, and only if those efforts fail, then either party may initiate binding arbitration as the sole means to resolve claims using the procedures set forth in the applicable NAM rules. If you are initiating arbitration, a copy of the demand shall also be emailed to [hello@docsthatcare.com](mailto:hello@docsthatcare.com). If Docs That Care is initiating arbitration, it will serve a copy of the demand to the email address associated with your Account or the email that Docs That Care has on file for you. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Arbitration Agreement.

## **6. Arbitration Location and Procedure**

If you are a resident of the United States the arbitration will be conducted in the county where you reside, and if you are not a resident of the United States the arbitration shall be conducted in Polk County, Iowa, United States of America, unless you and Docs That Care otherwise agree or unless the designated arbitrator determines that such venue would be unreasonably burdensome to any party, in which case the arbitrator shall have the discretion to select another venue. If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and Docs That Care submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and Docs That Care (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

## **7. Batch Arbitration**

To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM against Docs That Care ("Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed,

processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by NAM in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Docs That Care and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (vi) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. You agree to cooperate in good faith with Docs That Care and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This “Batch Arbitration” provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless Docs That Care otherwise consents in writing, Docs That Care does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this subpart (g). If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

The parties agree that this batching provision is integral to the Arbitration Agreement insofar as it applies to a Mass Filing. If the batching provision in this subpart (g) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor Docs That Care shall be entitled to arbitrate any claim that is a part of the Mass Filing.

#### **8. Mediation Following First Batch in a Mass Filing.**

The results of the first batch of demands will be given to a NAM mediator selected from an initially proposed group of 5 mediators, with Docs That Care and the remaining claimants’ counsel being able to strike one mediator each and then rank the remaining mediators and the highest collectively ranked mediator being selected. The selected mediator will try to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, Docs That Care, the mediator and the remaining claimants will have 90 days (the “Mediation Period”) to agree on a resolution or substantive methodology for resolving the outstanding

demands. If they are unable to resolve the outstanding demands during the Mediation Period, and cannot agree on a methodology for resolving them through further arbitrations, either Docs That Care or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in court. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither Docs That Care nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Opt out of arbitration under this section shall not be construed as opt out of Section 19(c), "Class Action Waiver." Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

### **9. Arbitrator's Decision**

The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with the terms of the "Limitation of Liability" section of these Terms as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration.

### **10. Fees**

If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay any filing and hearing fees in excess of the first \$250 you pay that the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith, in which case a requirement to pay all arbitration fees (including attorneys' fees) may be imposed upon you consistent with the Arbitrator's Rules and the standard for sanctions set forth in Federal Rule of Civil Procedure 11.

You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Arbitration Agreement while such challenge remains pending before NAM, the

arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

### **11. Right to Opt Out of the Arbitration Agreement**

IF YOU DO NOT WISH TO BE BOUND BY THE “ARBITRATION AGREEMENT” AS SET FORTH IN THIS SECTION 15, THEN: (1) you must notify Docs That Care in writing within thirty (30) days of the date that you first accessed or otherwise become subject to this Arbitration Agreement (or any subsequent changes to the provisions of the section titled “Arbitration and Class Action Waiver”); (2) your written notification must be mailed to 4200 University Ave. Suite 300 West Des Moines, IA. 50265 or emailed to [hello@docsthatcare.com](mailto:hello@docsthatcare.com); and (3) your written notification must include (a) your name, (b) your address, and (c) a clear statement that you wish to opt out of this Arbitration Agreement. If you do not timely opt out of this Arbitration Agreement, such action shall constitute mutual acceptance of the terms of these “Arbitration and Class Action Waiver” provisions by you and Docs That Care.

### **12. Changes to this Arbitration Agreement**

Regardless of the Update Effective Time determined pursuant to Section 3 for the rest of the Terms, the Update Effective Time for changes to this Arbitration Agreement is 11:00 a.m. Eastern time on the 31st day after Docs That Care posts them (or a later date that we specify in the update, if any). Any such changes will apply to all claims not yet filed as of the Update Effective Time for this Arbitration Agreement. If you reject any such changes by opting out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If you do not agree to a change we make to this Arbitration Agreement, you may opt out by providing notice as described in Section 19(k), or you may terminate the Terms as described in Section 3.

### **20. Venue and Governing Law**

For any dispute not subject to arbitration or under the jurisdiction of a small claims court, you and Docs That Care agree to submit to the personal and exclusive jurisdiction of any venue in the federal and state courts located in Polk County, Iowa. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and Docs That Care shall be governed by the laws of the State of Iowa without regard to conflict of law provisions.

### **21. Geographic Restrictions**

Docs That Care is based in the United States and we provide the Services for use only by persons located in the United States. We make no claims or representations that the Services or any of their content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **22. California Residents**

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **23. General**

**Entire Agreement.** These Terms (and any additional terms, contracts, rules, and conditions that Docs That Care may post on the Services) constitute the entire agreement between you and Docs That Care with respect to the Services and supersede any prior agreements, oral or written, between you and Docs That Care. W

**Waiver and Severability.** If any provision(s) of the Terms is held by an arbitrator or court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. Docs That Care's failure to exercise or enforce any of the Terms shall not constitute a waiver of Docs That Care's right to exercise or enforce the Terms as to the same or another instance.

**Assignment.** You agree that Docs That Care may assign the Terms to any other entity of its choosing, with or without notice to you. You may not assign the Terms to any other party for any reason. No Affiliation with Docs That Care. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of us, any of our affiliates or service providers.

**Section Titles.** The section titles in the Terms are solely used for the convenience of the parties and have no legal or contractual significance.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. This statute of limitations provision does not apply to residents of New Jersey.

**Notice.** Docs That Care may give notice by any means of communication reasonably anticipated to notify you of the information provided. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. By way of example only, such communication may be a general notice on the Services or via email to the email address listed on your Account. It is your obligation to update your Account information so that we may contact you as may be necessary. Such notice shall be deemed to have been given 48 hours after dispatch. If physical notice (e.g., US Mail) is used, then such notice shall be deemed to have been given 7 days after dispatch.

## **24. Contact Us**

Please contact us at [hello@docsthatcare.com](mailto:hello@docsthatcare.com) for any questions about these Terms.